



## **REQUEST FOR PROPOSALS**

### **Common Use Lounge at the Syracuse Hancock International Airport**

**RFP REFERENCE #2021-06**

**Issued: October 29, 2021**

**Submission Deadline: January 12, 2022, by 11:00 AM EST**

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 Syracuse Regional Airport Authority executes the contract. Respondents are prohibited from contact related to this procurement with any Syracuse Regional Airport Authority member, officer, staff, or employee other than the designated contacts—refer to RFP **Attachment 1**, Procurement Lobbying Form, and <https://online.ogs.ny.gov/legal/lobbyinglawfaq/>

**Designated Contact for this Procurement:**  
Linda Ryan, Director of Business Development

All contacts/inquiries shall be made by e-mail to the following address:  
[rvanl@syrairport.org](mailto:rvanl@syrairport.org)

**REQUEST FOR PROPOSALS**  
ON THE BEHALF OF  
**SYRACUSE REGIONAL AIRPORT AUTHORITY**

**Common Use Lounge at the  
Syracuse Hancock International Airport**

Any firm intending to e-mail a submittal to the Syracuse Regional Airport Authority should advise Linda Ryan in advance via e-mail. Please send the e-mail noting the company with the contact person's credentials should there be a change to this RFP. Once your intent is received Linda Ryan will e-mail the link to the CAD files for your review.

*Please note: The Syracuse Regional Airport Authority reserves the right to change any of the dates stated in this RFP. If such change occurs, the Syracuse Regional Airport Authority will post the change(s) on the Syracuse Regional Airport Authority's website, (<http://www.syrtraa.com/bids-rfp-rfq/>).*

**ALL PROPOSALS MUST BE E-MAILED PRIOR TO 11:00 AM EST**  
**On**

**JANUARY 12, 2022**

All proposals will be received electronically, via e-mail to  
Linda Ryan at [ryanl@syrairport.org](mailto:ryanl@syrairport.org)

Please send your e-mail with the Subject Line:

Common Use Lounge at the  
Syracuse Hancock International Airport

**Note: An e-mail will be sent confirming your submission by 11:00 AM EST on  
Wednesday, January 12, 2022. If you do not receive a confirmation e-mail  
contact Linda Ryan at the information below:**

**Linda Ryan**  
**Director of Business Development**  
[ryanl@syrairport.org](mailto:ryanl@syrairport.org)  
**315-256-5177**

## **1.0 GENERAL INFORMATION**

### **1.1 Syracuse Regional Airport Authority (SRAA):**

The Syracuse Regional Airport Authority (“Authority”) was created by the New York State Legislature on August 17, 2011, by Chapter 463 of the Laws of 2011. The Syracuse Regional Airport Authority was established with the purpose of (i) stimulating economic growth, (ii) increasing trade and tourism, (iii) promoting safe and secure travel, (iv) providing citizens with efficient and economical transportation options, and (v) to protect and enhance the natural resources and quality of the environment. The Syracuse Regional Airport Authority is the operator of the Syracuse Hancock International Airport (“Airport” or “SYR”) and is governed by a Board that is currently comprised of eleven (11) members, consisting of: seven (7) members appointed by the Mayor of the City of Syracuse, one member appointed by the Onondaga County Executive, one (1) member appointed by the Town Board of the Town of Dewitt, one (1) member appointed by the Board of Education of the East Syracuse Minoa Central School District, and one (1) rotating seat.

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

The Syracuse Regional Airport Authority is soliciting proposals for a Common Use Lounge at the Syracuse Hancock International Airport from interested parties that meet the minimum criteria set forth in this Request for Proposals (RFP). It is the intent of the Syracuse Regional Airport Authority to award a single contract to provide a Common Use Lounge to passengers of the Syracuse Hancock International Airport.

**1.3 Key Dates in the RFP Schedule:**

It is anticipated that a contract will be awarded in response to this Request for Proposals (“RFP”) based on the following schedule:

**Table 1: Key Dates in the RFP Schedule**

Date	Event
Friday, October 29, 2021	Issuance of Request for Proposals
Tuesday, November 16, 2021, at 10:00 AM EST	Pre-Proposal Conference/Teams Meeting
Tuesday, November 23, 2021, by 11:00 AM EST	Respondents Questions Due
Tuesday, December 7, 2021, by 4:00 PM EST	Final Response to Respondent’s Questions
<b>Wednesday, January 12, 2022 11:00 AM EST</b>	<b>Proposal Submission Deadline</b>
January 12, 2022 – January 26, 2022	Proposal Evaluation Period and Respondent Interviews(If Applicable)
On or about January 26, 2022	Award of Contract by the Authority
No later than February 16, 2022	Execution/Entering into Contract

*Please note: The Syracuse Regional Airport Authority reserves the right to change any of the dates stated in this RFP. If such change occurs, the Syracuse Regional Airport Authority will post the change(s) on the Syracuse Regional Airport Authority’s website, (<http://www.syrsgaa.com/bids-rfp-rfq/>).*

**2.0 MINIMUM QUALIFICATIONS**

In order to be considered for evaluation/selection, a Respondent must attest—using **Attachment 2 Verification of Minimum Qualifications**—that they meet the minimum qualifications set forth. Inability to meet the minimum qualifications set forth in this RFP will result in the rejection of a proposal as non-responsive.

**2.1 PASSENGER ACTIVITY**

Historic passenger activity, including enplanements and deplanements for 2015 to date is shown on Table 1.

**Table 1  
Passenger Activity**

<b>ENPLANEMENT/DEPLANEMENT HISTORY</b>			
<b>YEAR</b>	<b>ENPLANED</b>	<b>DEPLANED</b>	<b>TOTAL</b>
2015	1,000,722	1,007,132	2,007,854
2016	999,158	1,004,908	2,004,066
2017	1,038,308	1,036,570	2,074,878
2018	1,156,458	1,159,475	2,315,933
2019	1,293,353	1,289,840	2,583,193
2020	445,213	442,147	887,360
2021 to 9/30/2021	562,926	564,482	1,127,408

**3.0 PROGRAM BACKGROUND:**

Syracuse Hancock International Airport is the premier airport for the Central New York Region and beyond. The centrally located SYR Airport is geographically connected to New York State’s highway, thruway, and interstate systems allowing for easy access for travelers coming from all parts of New York State. There are over 1.4 million people in the 12-county region surrounding the Airport. SYR’s catchment area captures even more passengers from across the state including the Southern Tier Region, the Finger Lakes region, the Mohawk Valley region, and the North Country region. With our close proximity to the Canadian border, approximately 2% - 4% of our passengers originate from Canada.

The economy of Central New York has matured from legacy manufacturing to business sectors based on education, innovation, and technology. During the past decade, Central New York has flourished due to private sector employment growth as well as facility and technology investment. Central New York is home for growing technological sectors including the 50-mile-long drone testing corridor, cybersecurity, digital marketing, smart city technologies, and various technological start-ups. A major driver of Central New York’s economy is the many higher education institutions that are located in the region. Central New York State has 33 institutions of higher education, the third highest concentration in the United States (after the Boston and San Francisco Bay areas). These institutions accommodate over 177,000 students and employ 65,000 people in the 12-county region surrounding the Airport.

The Airport is served by seven airlines with non-stop services to 27 destinations. Since 2018, and

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prior to the COVID-19 pandemic, the Airport saw an upward trend in total passenger traffic with an increase of 24% in the two years from 2017 - 2019. In 2019, the Airport served close to 2.6 million total passengers.

Indications of significant regional change are occurring in the Central NY region which will have an impact on the Syracuse Hancock International Airport. Announcements of business start-ups and relocations, expanding medical and educational institutions, and increases in aviation demand in general are affecting local dynamics. Local agencies are predicting considerable growth and Airport activity metrics are already showing indications of this growth. Typical indicators such as annual enplanements, annual operations, cargo tonnage, and parking transactions are all increasing. Examples of this growth/change include the inauguration of service by Frontier Airlines along with increased passenger operations from existing air carriers. In August 2019, the Airport experienced the busiest month the Airport has seen in almost three decades with an excess of 250,000 passengers transiting the Airport and representing a 13.3% increase in passenger activity over August 2018. While many factors have contributed to the robust augmentation of passenger traffic, the bulk of passenger growth stems from the Airport's airline partners using larger aircraft with more seats on their routes. Ground Transportation operations and facilities need to adapt to accommodate the various capacity/logistical issues associated with traditional taxi service and Transportation Network Companies staging areas, public parking, employee parking, and rental car activity growth.

### **4.0 DESCRIPTION OF COMMON USE LOUNGE**

The Syracuse Regional Airport Authority requests for Proposals for the development and operation of a Common Use Airport Lounge located post-security within the Syracuse Hancock International Airport Terminal. The lounge should create a comfortable environment (including well-appointed furnishings and décor) for passengers waiting to board departing flights.

### **5.0 SCOPE OF PROPOSAL**

#### **5.1 Concept and Design Criteria:**

The Successful Respondent will be responsible for the design, construction, maintenance, operation and management of a Lounge located on the 2<sup>nd</sup> floor hallway leading to Concourse A. The Successful Respondent will create and operate a peaceful and relaxing world-class passenger lounge that will provide nationally recognized lounge membership club access (i.e. Priority Pass, American Express, etc.). The lounge will emphasize local culture and Upstate New York destinations in the design, food/beverage offerings, and create a sense of place that reflects the region. There must be rotating seasonal local beer and wine offered by various local breweries and wineries (owned and operated within neighboring counties).

The Premises, identified in Exhibit A, provides up to approximately 2,800 square feet for the Lounge concept. Respondents may identify on Attachment #5 the amount of square footage that will be utilized in the construction of the lounge. All proposed concepts should include the methodology used to determine the proposed square footage of the lounge and how space will be used. If the initial proposed concept is less than the 2,800 square feet allocated, Respondent must include specific identification of triggers that would be utilized for expansion of the initial

concept in the Pro-Forma (Attachment #7). The Successful Respondent will conduct operations in a professional, business-like manner so as to not disturb or be offensive to other tenants or patrons and will not provide or sell any additional services unless approved in writing by the Executive Director of the Syracuse Regional Airport Authority. The Successful Respondent will not permit use of leased space(s) for any activity not expressly permitted in the Lease to be entered into between the Successful Respondent and the Syracuse Regional Airport Authority.

## **5.2 Airport Common Use Lounge**

The Lounge must allow access to customers flying on any airline, regardless of class of ticket, for a fee and may also allow access to customers belonging to partner organizations such as airlines, credit card companies, etc., with complimentary lounge membership benefits. Facilities must be open three hundred and sixty-five (365) days a year with operating hours and staffing levels reflecting the fluctuation in seasonal and daily passenger traffic.

The Lounge should provide a variety of seating options, including desk workspaces, tables, lounge chairs, and at least one bar. The Lounge will provide complimentary high-speed Wi-Fi access to customers. Entertainment options will include television service that will display local, national news and live sporting events. The Lounge will provide a variety of food options including hot and cold items, and a variety of beverage options including hot and cold tea, coffee, soft drinks, wine, beer and liquor. The Successful Respondent must maintain a current valid New York Liquor License throughout the course of the contract and provide a copy to the Airport on or before the start of the primary term.

When designing the spaces, Respondents should be aware of any social distancing requirements with respect to seating areas and customer queues in order to make customers feel comfortable. The Successful Respondent will provide routine cleaning and sanitation of concession spaces and high touch points areas based on current Centers for Disease Control and Prevention (CDC) recommendations due to Covid-19 and/or future health pandemics / risks. The Syracuse Regional Airport Authority is expecting the Successful Respondent to be at the forefront of implementing new technology to enhance the customer experience at SYR Airport. The Syracuse Regional Airport Authority expects the Successful Respondents to expedite the payment process by using the latest technologies (especially touchless), accommodating various payment methods, and offering different checkout options such as contactless card readers, wireless terminals, self-checkout and e-mail receipts. Virtual wallets and mobile payment options such as Google Pay, Apple Pay and Samsung Pay, should be included in Proposals so customers can pay for services quickly and efficiently.

## **6.0 FINANCIAL PLAN**

### **6.1 Financial Projections**

Respondent must provide a Pro-Forma Operating Statement indicating Respondent's projected gross sales and expenses. The Pro-Forma will be evaluated by the Ad-Hoc Committee in terms of reasonableness, demonstrated understanding of the proposed concept, viability of the proposed operation and the financial offer, and the ability to fund continuing operations from cash flow generated by the business. Please include your Pro-Forma on a separate sheet labeled Attachment #7.

## **7.0 RENT AND OTHER CHARGES**

### **7.1 Base Rent**

Respondents must bid an annual Base Rent for each year of the Term of the Agreement. The Base Rent in any contract year may not be lower than our non-airline terminal fee of \$54 per square foot per our Commercial General Leasing Policy Rates, Fees and Charges that adjusts annually on July 1<sup>st</sup>. Base rent will be due and payable on the first day of each month of Term.

### **7.2 Percentage Rent**

Respondents must bid, as Percentage Rent, a fixed percentage that will be applied to gross revenues generated from the operation of the Lounge.

### **7.3 Gross Revenue**

Gross revenue means all monies or other consideration paid or payable, cash or credit to Respondent for all sales made or services provided and all cash and credit revenue of respondent and any persons, subtenants, firms or corporations claiming through or under Respondent, or otherwise from Respondent's operations and provision of services at the Airport, as those services and operations are authorized hereunder, and all other things of value received or receivable respondent, arising from and transaction whatsoever at the Airport, all deposits not refunded to customers, whether sold for cash or on a charge basis. Compensation of any kind received from a distributor or manufacturer for promoting or advertising any product on the leased premises or elsewhere at the Airport is also deemed Gross Revenue. Gross Revenue shall include mail, telephone, and mobile app orders. Each sale upon credit shall be treated as a sale for the full price in the month during which such sale is made, irrespective of the time when any payment is received. Gross Revenue also includes any access/entry fee charged or allocated for each lounge user regardless of whether the charge or fee is assessed and collected on the day of entry. The lounge user shall include all patrons who purchase a one-time pass to enter the Lounge, have a membership with the Respondent or Respondent's affiliates, has a membership with an airline, credit card company or other entity that the Respondent has negotiated access to the Lounge or is provided complementary access to the Lounge. Respondents must identify how gross revenue is calculated for all Lounge users.

Gross Revenue shall not include: rebates of food, beverage and/or merchandise purchase prices based on sales volume or payment terms and paid to Respondent by manufacturers and suppliers (this exclusion does not include naming/branding/pouring rights); sales of Concessionaire's fixtures and equipment not in the ordinary course of Concessionaire's business; tips and gratuities collected and paid to Respondent's employees; meals given to employees of Respondent within the leased premises for which no payment is received; and insurance proceeds.

### **7.4 Exclusive Beverage Rights**

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



Authority in the implementation of such exclusive agreements.

### **7.5 Sales Reporting**

The Selected Respondent will be required to provide monthly and annual sales reports throughout the Term in accordance with the agreement within five (5) business days following the end of the previous calendar month. The Selected Respondent shall pay to the Syracuse Regional Airport Authority percentage fee(s) based upon Gross Revenues from all of its sales at the Airport no later than twenty (20) days following the end of the previous calendar month. The Syracuse Regional Airport Authority requires that the Selected Respondent utilize a computerized reporting system designed to generate timely sales and rent reports during the agreement term.

### **7.6 Capital Investment**

The Respondent shall propose a Minimum Capital Investment per Square Foot, as part of its Proposal. The Minimum Capital Investment per Square Foot shall be no less than Three Hundred Fifty Dollars (\$350.00) per square foot.

### **7.7 Mid-Term Refurbishment**

A mid-term refurbishment minimum investment of Forty Dollars (\$40.00) per square foot is also required. This is a firm commitment to reinvest in the facilities and replace worn and damaged finishes. The refurbishment minimum is not for ordinary or deferred maintenance, which is an ongoing requirement, but a commitment to renew and replace worn surfaces such that it would constitute additional capital investment. The refurbishment requirement, which is an obligation to be satisfied during the fifth (5th) year of your proposed Term, is subject to prior consultation and approval by the Syracuse Regional Airport Authority.

### **7.8 Airport Occupancy Costs**

**The Percentage of Gross Receipts will be payable monthly during each year of the agreement. Please submit proposed Monthly Percentage of Gross Receipts on Attachment #5.**

There will be no fees payable during the design and construction period. Payment of the Monthly Percentage of Gross Receipts will commence on the first day the Common Use Lounge is open to the public at the airport or as specified in the agreement. In the event the first day the Common Use Lounge is open to the public is not the first day of a calendar month, Monthly Percentage of Gross Receipts shall be calculated on a pro rata basis for that month, and on a calendar month basis thereafter.

### **7.9 Design of Common Use Lounge**

**Respondent shall submit on Attachment #6 their Proposed Common Use Lounge Design.**

### **7.10 Airport Environment**

It is important for Respondents to note that the airport environment presents the Respondent with a set of unique challenges which are not typical of any other environment.

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1. Facilities must be open three hundred and sixty-five (365) days a year with operating hours and staffing levels reflecting the fluctuation in seasonal and daily passenger traffic.
2. Airport-wide major flights delays are not uncommon. The airport is affected by weather not only here, but in other geographic regions as well. The proposed operation plan must be flexible enough to provide extended hours to accommodate the additional business and customer service opportunities these delays afford.
3. There will be scheduled hours for deliveries which do not conflict with the airport's peak traffic time.
4. The airport is a non-smoking/vaping facility.
5. Customers are airline passengers traveling with carry-on luggage and the common use lounge space configuration must be able to efficiently accommodate customer luggage.
6. Each employee of the Successful Respondent shall be an ambassador for the airport and the region. Training of Successful Respondent employees is essential and should include knowledge of the terminal areas and other services to travelers within the airport.
7. The airport is subject to specific federal security requirements and the Successful Respondent, and its employees will be required to abide by all current and future requirements at all times.

### **8.0 ACDBE GOAL**

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

The requirements of 49 CFR Part 23 apply to this Agreement. It is the policy of the Syracuse Regional Airport Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this Agreement. In the performance of its duties under this Agreement, Lessee shall create a level playing field at the Airport on which ACDBEs can; 1) compete fairly for opportunities for concessions; 2) help remove barriers to the participation of ACDBEs in opportunities for concessions at the Airport; and 3) provide for participation by certified Airport Concessions Disadvantaged Business Enterprises in the operation of the Premises as required by the ACDBE Regulations. Compliance with the ACDBE Regulations shall be determined by the Syracuse Regional Airport Authority. In addition, Lessee shall take any necessary and reasonable steps, in accordance with the ACDBE Regulations to ensure that ACDBEs have an equal opportunity to compete for and perform contracts, and Lessee shall include the provisions required by ACDBE Regulations in every contract entered into in connection with the construction and operation of the Premises, so that such provisions will be binding upon each Subtenant/Affiliate, subcontractor, supplier, or service company. In the event of the Lessee's, Subtenant's or Affiliate's noncompliance with the ACDBE Regulations and provisions of this Agreement, the Syracuse Regional Airport Authority may impose such sanctions as it may determine to be reasonably appropriate, including, but not limited to cancellation, termination, or suspension of the Agreement, in whole or in part and/or the imposition of administrative fees.

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

The Syracuse Regional Airport Authority's ACDBE current overall goal is 1.63%, which is valid through Fiscal Year 2021 (ending June 30, 2022). At that time, a new ACDBE goal will be established. Respondent should make every effort to not only meet but exceed this goal. As a requirement of this Proposal, Respondent must fill out **Attachment 8**. As a contract requirement, ACDBE participation reports must be turned in every year by February 15<sup>th</sup>.

## **8.2 Title VI Solicitation Notice:**

The Syracuse Regional Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that in any Agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit statements of qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **9.0 NOTICE TO RESPONDENT**

### **9.1 Amendment or Termination of RFP:**

RFP Cancellation/Postponement: The Syracuse Regional Airport Authority reserves the right to cancel or postpone this Request for Proposals (RFP) at any time and for any reason without penalty.

### **9.2 Non-responsive Proposals:**

The Syracuse Regional Airport Authority reserves the right to reject any and all Proposals not deemed in the best interest of the Authority and to reject as non-responsive such Proposals, as in the Authority's opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind, including unbalanced Proposals.

### **9.3 Questions or Requests for Information or Clarification:**

Any questions, requests for information or clarification regarding this RFP should be submitted via e-mail, citing the RFP page and section, no later than **11:00 AM EST on Tuesday, November 23, 2021**, to [ryanl@syrairport.org](mailto:ryanl@syrairport.org)

Questions will not be accepted orally, and any question received after the deadline may not be answered. A list of questions, clarification, official responses, amendments, etc., will all be posted on the Syracuse Regional Airport Authority's website, at <https://syrsraa.com/bids-rfp-rfq/> by **4:00 PM EST on Tuesday, December 7, 2021**. The Authority is not responsible for a Respondent's failure to view the list of questions/requests for information or clarification and the

official responses provided by the Authority on the website. No allowance will be made for a Respondent that submitted a Proposal that is not in compliance with the RFP requirements due to the Respondent's aforementioned failure to review the list of questions/requests for information or clarification and the official responses.

#### **9.4 Amendments and Addenda:**

In the event that it becomes necessary to revise this RFP, such revision will be by addendum. 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 Respondent discovers any conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the contact person, Linda Ryan, of such error and request modification to the document. The Authority shall make RFP modifications by addenda, provided that any such modifications would not materially benefit or disadvantage any particular Respondent.

If a Respondent fails, prior to the submission deadline, to notify the Authority of a known error or an error that reasonably should have been known, the Respondent shall assume the risk. If awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its late correction.

All RFP addenda will be posted to the Authority's website at [www.syrtraa.com/bids-rfp-rfq/](http://www.syrtraa.com/bids-rfp-rfq/). The Authority is not responsible for a Respondent's failure to check for addenda on the website, and no allowance will be made for a Respondent that submitted a Proposal that is not in compliance with the RFP requirements due to the Respondent's aforementioned failure to check for addenda. At this time, there are no designated dates for release of addenda. Therefore, interested Respondents should check the Authority's website daily from time of RFP issuance through the deadline for submission of Proposals. It is the sole responsibility of the Respondent to be knowledgeable of all addenda related to this RFP.

#### **9.5 Mandatory Pre-Proposal Meeting:**

The Authority will hold a mandatory pre-proposal meeting to review the RFP at **10:00 AM EST on Tuesday, November 16, 2021**, in the SRAA Board Room at the SYR Airport. Attendance is required either in person or via Teams Meeting in order to respond to this RFP. Once the Authority receives notification that you are submitting or intend to submit a proposal and will not attend in person, we will send you a Teams Meeting invite. Authority representatives will be available to answer questions at that time. The Authority disclaims any and all responsibility for any claims or damages of any kind or nature incurred by Respondents, their agents, or employees or others while examining the Airport facilities or at any other time. By submitting a Proposal to the Authority in response to this RFP, each Respondent agrees and represents that the Respondent has all information necessary for the Respondent to complete and submit its Proposal to the Authority and is waiving any and all claims against the Authority and its members, officers, staff, and employees relating to the submission of the Respondent's Proposal to the Authority. Respondent will bear any, and all travel and other costs and expenses related to their attendance at the pre-proposal meeting.

**Verbal responses provided by Authority representatives during the pre-proposal meeting**

**are not formal and are not binding on the Authority.**

**\*If you plan on submitting a response to this RFP, but can't attend the pre-bid meeting due to COVID-19, please e-mail [ryanl@syraairport.org](mailto:ryanl@syraairport.org) and the SRAA will make arrangements to accommodate you via web-ex, phone, or an alternate meeting method.**

#### **9.6 Restriction of Communications:**

Respondents are prohibited from contact related to this RFP with any Authority Board member, officer, staff, employee, or representative other than the Designated Personnel identified herein from the date this RFP is issued until the contract has been executed by the Authority. Violation of this provision will be grounds for immediate disqualification.

All inquiries concerning this procurement must be addressed to the following Designated Personnel for this Procurement: **Linda Ryan at [ryanl@syraairport.org](mailto:ryanl@syraairport.org).**

**Please indicate RFP Reference # 2021-06 in Subject Line.**

#### **10.0 SUBMISSION REQUIREMENTS**

Below are the requirements of Respondents RFP Submission:

1. It is requested that the Respondent's submittal be brief and to the point and consist of no more than 30 pages. Attachments are not considered to be a part of the 30 pages.
2. All proposals are to be e-mailed to Linda Ryan at [ryanl@syraairport.org](mailto:ryanl@syraairport.org) before **11:00 AM EST on Wednesday, January 12, 2022**. An e-mail will be sent confirming your submission on January 12, 2022. If you do not receive a confirmation e-mail, please contact Linda Ryan, via e-mail address above or by calling (315) 256-5177.
3. Respondents should make sure that their submittals are in compliance with all the requirements of this RFP. Failure to do so may result in disqualification.
4. Should provide at least three (3) commercial airport operator references for similar services rendered. Include scope, client longevity, and specific service descriptions. Provide the name, phone number, and e-mail address of the responsible owner's representative you worked with.
5. All information and materials submitted to the Authority in response to this RFP will become the property of the Authority. Respondent 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 clearly be identified as such. The Authority shall endeavor to protect the identified information only to the extent allowed under applicable law.
6. Respondents should also be willing and able to provide additional information that the Committee may require. Also, interviews may be requested at the discretion of the Committee.

7. Respondents must fill out Attachment 1 (Procurement Lobbying Form), Attachment 2 (Verification of Minimum Qualifications Form), Attachment 3 (Non-Collusion Certification), Attachment 4 (Proposal Letter), Attachment 5 (Proposed Common Use Lounge Base Rent and Percentage Fee), Attachment 6 (Proposed Design of Common Use Lounge Design), Attachment 7 (Respondent's Pro-Forma) and Attachment 8 (Airport Concession Disadvantaged Business Enterprise (ACDBE) ) completed by the Respondent as required. These forms will be considered attachments.

#### **10.1 Submission Due Date:**

Proposals must be e-mailed no later than **11:00 AM EST on Wednesday, January 12, 2022, to:**

Ms. Linda Ryan  
Director of Business Development  
Syracuse Regional Airport Authority  
[ryanl@syrairport.org](mailto:ryanl@syrairport.org)

Proposals received after that date and time will not be considered.

#### **10.2 Notice to Respondent Regarding Document Retention:**

Please retain a copy of this complete document for your records. This is the only copy you will receive. You will be forwarded notice of the awarded contract only if you are a Selected Respondent.

#### **10.3 Award:**

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

#### **10.4 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 Respondent's proposal to be disqualified.**

#### **10.5 Proposal Costs:**

The costs for Respondent's proposal effort shall be borne solely by the Respondent. The Authority will not reimburse Respondent, any company or other firm for any costs associated with any Respondents proposal.

### **11.0 EVALUATION PROCESS**

#### **11.1 Proposals and Qualifications Review:**

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Upon receipt of proposals, the Authority's Ad Hoc Committee for the Common Use Lounge RFP will review each proposal and make a recommendation to the Syracuse Regional Airport Authority Board. Proposals will be reviewed based on competency, experience, client references, past history with the Syracuse Regional Airport Authority, and the ability to perform the services required in this RFP.

Respondents should be willing and able to provide additional information that may be required by the Ad Hoc Committee for the Common Use Lounge RFP. Other than to provide clarifying information as may be requested by the Authority, including the Ad Hoc Committee, no Respondent will be allowed to alter its proposal or add information. The Syracuse Regional Airport Authority reserves the right to waive any formalities and to reject or negotiate any and all Proposals without cause.

### **11.2 Submission Review:**

The 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.

## **12.0 PROPOSAL REVIEW CRITERIA**

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

1. The Respondent's specific experience, stability, and history of providing Common Use Lounge similar to those services under consideration.
2. The Respondent's approach to the planning, organization, supervision, and management of the Common Use Lounge at other airport or public entities, and the Respondent's problem-solving approaches.
3. The financial stability of Respondent's organization.
4. Overall proposed design of lounge.
5. The recommendations and opinions of each Respondent's previous customers or clients to include references and past history with the Syracuse Regional Airport Authority.
6. Information provided in response to specific questions or items contained in RFP documents.
7. The Respondent's ability to meet or exceed the ACDBE goals.
8. The experience the Respondent has in managing a common use lounge.
9. Explain how Respondent will support additional air service development initiatives.

10. Information provided at interview (if required).

The Committee will evaluate each proposal based on the “Best Value” concept. This means that the Proposal that optimizes quality, cost, and efficiency among responsive and responsible Respondents shall be selected for award.

The Authority and its Committee will determine which Proposal 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.

The Award is expected to be made within 30 calendar days after the opening of Proposals, but in no case will an Award be made until the financial responsibility, operational ability, and standards of the successful Respondent has been investigated and found by the Authority, in the Authority’s sole discretion, to provide adequate assurance of the Respondent’s ability to fulfill the terms of the Common Use Lounge Agreement. The Authority reserves the right to waive any formality or irregularity in any Proposal, Bank Letter of credit, or Surety Bond, to reject any or all Proposals or to negotiate for the modification of any Respondent to enter into a Common Use Lounge Agreement with the Authority in accordance with the accepted Proposal and these Agreement Documents. It is specifically understood that the Authority may accept any Proposal in its entirety without negotiation, and the Respondent shall be obligated to enter into a Common Use Lounge Agreement with the Authority reflecting that Proposal.

### **13.0 AGREEMENT FOR A COMMON USE LOUNGE**

After a Respondent is recommended by the Ad Hoc Committee for the Common Use Lounge and approved by the Board of the Authority, an agreement incorporating the agreed upon compensation and scope of services will be. The agreement will be drafted by the Authority’s counsel and may also include such other terms that the Authority and its counsel deem in the best interests of the Authority.

### **14.0 INSURANCE REQUIREMENTS**

The Successful Respondent shall purchase and maintain insurance reasonably acceptable to Syracuse Regional Airport Authority and which will provide primary liability coverage for Syracuse Regional Airport Authority and the City of Syracuse for claims which may arise out of or result from Successful Respondent’s or their subcontractor’s operations under the Contract, including without limitation; (i) claims because of bodily injury, occupational sickness or disease, or death, whether to Successful Respondent if self-employed, Successful Respondent’s employees or others and whether or not under a workers’ compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom.

All policies shall be written so that Syracuse Regional Airport Authority will be notified of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment. Certificates of insurance from the carrier, or their authorized agent, with the appropriate additional insured endorsement attached showing Syracuse Regional Airport Authority and the City of Syracuse as an additional named insured and stating the limits of liability, expiration date which are acceptable to



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Syracuse Regional Airport Authority shall be filed with and accepted by Syracuse Regional Airport Authority before operations are begun.

The Successful Respondent shall be required to provide Certificates of Insurance, and, upon demand, any policy or endorsement, evidencing the following coverage:

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

Worker's Compensation:	Statutory.
Employer's Liability:	
Bodily Injury by Accident (per Accident):	\$1,000,000
Bodily Injury by Disease (per Employee):	\$1,000,000
Bodily Injury by Disease (Policy Limit):	\$1,000,000
NY shall be listed as a covered state under Part A of the policy	

2. Commercial General Liability Insurance, which shall include a blanket contractual liability insuring the indemnification obligations of this Agreement, broad form property damage liability, personal injury liability coverage extensions, and coverage for subcontractors. General Liability Policy shall include Products and Completed Operations Liability. Further, Products and Completed Operations Liability shall be maintained in full force and effect for a period of three (6) years or the statute of repose, whichever is longer, following final completion of the Work. All coverage required under Commercial General Liability should be provided on an occurrence form with the following minimum limits: (Per Project Aggregate)

General Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Rental Premise	\$100,000
Medical Payments	\$5,000

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

3. Umbrella form Excess liability coverage with limits of not less than \$5,000,000 per occurrence, covering all work performed by the Respondent under this Contract. The umbrella / excess liability shall follow form with the underlying General Liability, Auto Liability, and Employers Liability.
4. Automobile Liability (Bodily Injury and Property Damage Liability) with limits of not less than \$1,000,000 per occurrence that includes coverage for all owned, non-owned, and hired automobiles.
5. If the work involves or includes the Respondent providing or performing design, engineering, consulting, or any professional service, shall include professional liability insurance with a limit of not less than \$1,000,000 per claim and not less than \$1,000,000 annual aggregate. Professional Liability Insurance covering the liability of Respondent for any and all negligent errors or

omissions committed by Subcontractor or their subcontractors, in the performance of the Work, regardless of the type of damages. The coverage shall be maintained during the term of the operations and maintained least (5) years following completion thereof.

6. Cyber Liability Insurance, in an amount not less than \$1,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, and including infringement of intellectual property (except patent and trade secret) in the performance of services hereunder. The Respondent's policy shall provide for Data Security & Privacy "Cyber" coverage (including coverage for unauthorized access and use, failure of security, breach of confidential information, of privacy perils, as well as breach mitigation costs and regulatory coverage). Such insurance shall be maintained in force at all times during the term of the agreement
7. Syracuse Regional Airport Authority and the City of Syracuse shall be named "additional insureds" on Respondent's General Liability policy, specifically provided by Additional Insured Form CG2010(1185), CG2037(1001) or equivalent, and shall apply on a primary and non-contributing basis before any other Insurance or self-Insurance, including any deductible, maintained by, or provided to, the aforementioned additional insureds, and shall remain in effect for the duration of the contract, including the Completed Operations Period. Additionally, the auto liability and umbrella / excess liability policies shall name Syracuse Regional Airport Authority and the City of Syracuse as additional insureds on a primary & non-contributory basis, for ongoing and products & completed operations. All policies required within this document shall be endorsed to Waive all Rights of Subrogation in favor of Syracuse Regional Airport Authority and the City of Syracuse. Policies shall not be canceled, materially changed or non-renewed without thirty (30) days advance notice to Syracuse Regional Airport Authority.
8. The general liability and umbrella / excess liability policies shall not have any exclusion or limitations for NY Labor Law 240 and 241 claims
9. All of the Successful Respondent's insurance carriers shall be licensed to and authorized to conduct business in New York State, and shall have an AM Best rating of at least A- X
10. All of the Successful Respondent's subcontractors shall also comply with the insurance requirements outlined in this document.

#### **INDEMNIFICATION:**

To the fullest extent permitted by law, Successful Respondent shall defend, indemnify and hold harmless Syracuse Regional Airport Authority and its agents, employees and representatives from and against all liabilities, claims, damages, losses and expenses, including, but not limited to: (i) claims of property damage; (ii) claims of personal injury to Successful Respondent if self-employed, Successful Respondent's employees, agents, or subcontractors; (iii) claims of personal injury to their parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the performance of the work or the enforcement of this Contract, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; provided, however, that Successful Respondent's indemnification obligation shall not apply to the extent it is caused by the negligence of a person indemnified hereunder and indemnification of such person is precluded by statute.

**15.0 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, Standards promulgated by the NYS Comptroller and Authorities Budget Office and all other applicable laws and regulations of all Federal and State authorities having jurisdiction.
2. Valid licenses and registrations as required by the Syracuse Regional Airport Authority and any State, and Federal agencies shall be obtained by the Successful Respondent prior to commencing work.
3. Final designation of a Selected Respondent will depend on satisfaction of all additional documentation and review requirements of the Syracuse Regional Airport Authority and will be subject to the subsequent approval by the Syracuse Regional Airport Authority.
4. No transaction will be consummated if any Respondent or principal of a Respondent or any member of the Respondent's development team is in arrears or in default upon any debt, lease, contract, or obligation regarding Syracuse International Airport. The Syracuse Regional Airport Authority reserves the right to reject any response to this RFP by any such Respondent.
5. The Syracuse Regional Airport Authority reserves the right to:
  - a. Negotiate with one or more Respondents, 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 Syracuse Regional Airport Authority which may only be incurred or entered into by written agreement authorized by the Board of the Authority, approved as to form by the Syracuse Regional Airport Authority's Counsel and executed by the Executive Director of the Syracuse Regional Airport Authority.
7. Selection of a Successful Respondent will not create any rights on such Respondent'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 Municipal Authority having jurisdiction over the subject matter thereof, as the same may be amended from time to time.

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, Standards promulgated by the NYS Comptroller and Authorities Budget Office and all other applicable laws regulations of all Federal and State authorities having jurisdiction.
2. Valid licenses and registrations as required by the Syracuse Regional Airport Authority and any State, and Federal agencies shall be obtained by the Successful Respondent prior to commencing work.
3. Final designation of a Respondent will depend on satisfaction of all additional documentation and review requirements of the Syracuse Regional Airport Authority and will be subject to the subsequent approval by the Syracuse Regional Airport Authority.

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4. No transaction will be consummated if any Respondent or principal of a selected Respondent or any member of the Respondent's development team is in arrears or in default upon any debt, lease, contract, or obligation regarding Syracuse Hancock International Airport or the City of Syracuse. The Syracuse Regional Airport Authority reserves the right to reject any response to this RFP by any such Respondent.
5. The Syracuse Regional Airport Authority reserves the right to:
  - a. Negotiate with one or more Respondents, 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 Syracuse Regional Airport Authority which may only be incurred or entered into by written agreement authorized by the Board of the Syracuse Regional Airport Authority, approved as to form by the Syracuse Regional Airport Authority's counsel and executed by the Executive Director of the Syracuse Regional Airport Authority.
7. Selection of a Respondent will not create any rights of the Respondent'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 Municipal Authority having jurisdiction over the subject matter thereof, as the same may be amended from time to time.

**15.1 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 authorities, during the procurement process. The term "contract" 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 entity's conduct or decision regarding the governmental procurement." In addition to obtaining the required identifying information, the State agency must inquire and record whether the person or organization that made the contact was the Respondent, or was retained, employed, or designated on behalf of the Respondent to appear before or contact the governmental entity. The term "Respondent" is defined in the Statute as "the individual or entity, or any employee, agent or Respondent 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 a Respondent."

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 Respondents 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 Respondent 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 Respondent 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 Respondent responding to this RFP must complete the form attached as **Attachment 3** and submit it to the Syracuse Regional Airport Authority with its proposal. Additional information may be found <https://online.ogs.ny.gov/legal/lobbyinglawfaq/>

Questions regarding this form may be directed to the Designated Contact for this solicitation: Linda Ryan, Director of Business Development, Syracuse Regional Airport Authority at [ryanl@syrairport.org](mailto:ryanl@syrairport.org)

### **15.2 Whistle Blower Policies and Procedures:**

The selected Successful Respondent 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 Syracuse Regional Airport Authority.

### **15.3 Reservation of Rights:**

The Syracuse Regional Airport Authority reserves the right to: Withdraw the RFP at its sole discretion; reject any or all Proposals received in response to this RFP; accept a Proposal and any subsequent Proposal for the contract from someone other than the lowest cost Respondent consistent with the criteria for the evaluation of Proposals; waive or modify minor deviations in the Proposals received after prior notification to the Respondents; and request best and final offers.

Should the Syracuse Regional Airport Authority be unsuccessful in negotiating a contract with a selected Respondent, the Syracuse Regional Airport Authority may begin contract negotiations with the next highest-rated qualified Respondent. In addition, if it is subsequently determined by the Syracuse Regional Airport Authority that the selected Respondent is non-responsible, the Syracuse Regional Airport Authority may then invite the next highest rated, qualified Respondent(s) to enter into negotiations for purposes of executing a contract.

### **15.4 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 and Article 18 of New York General Municipal Law.

### **15.5 Federal Aviation Administration (FAA) Required Solicitation Provisions for Obligated Sponsors:**

The following Notices, Certifications, and other items referenced in this section are required to be included in this RFP and/or contracts and agreements resulting from this RFP as set forth in the FAA's "Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Projects" which can be found at:

[https://www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/](https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/)

**15.6 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity:**

The Respondent's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

**15.7 Buy American Preference:**

If applicable, the Respondent agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

Respondent further agrees to complete and submit the applicable Buy American certification when required.

**15.8 Civil Rights Title VI Assurances:**

If awarded a contract pursuant to this RFP, Respondent agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, (Title VI) which prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance.

**15.9 Title VI Solicitation Notice:**

The Syracuse Regional Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondent that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**15.10 Davis-Bacon Requirements:**

In any agreement awarded to a Successful Respondent pursuant to this RFP (i.e., the "Respondent") such Respondent shall be responsible for ensuring that Respondent and all tiers of Respondent subcontractors and sub-subcontractors providing any Work that is subject to the provisions of the Davis-Bacon Act (40 U.S.C. 3141-44 and 3146-47) and associated rules and regulations promulgated pursuant thereto by the Department of Labor (collectively, "Davis-Bacon Act"), governing minimum rates for wages for laborers and mechanics employed directly in the Work, comply with the provisions of the Davis-Bacon Act.

## **15.11 Debarment and Suspension:**

### **A. Certification of Respondent Regarding Debarment**

By submitting a Proposal under this solicitation, the Respondent certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### **B. Certification of Lower Tier Respondents Regarding Debarment**

The successful Respondent, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction,” must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful Respondent will accomplish this by:

- A. Checking the System for Award Management at website: <http://www.sam.gov>
- B. Collecting a certification statement like the Certification of Respondent/Bidder Regarding Debarment, above.
- C. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## **15.12 Trade Restrictions Certification**

By submission of a Proposal, the Respondent certifies that with respect to this solicitation and any resultant contract, the Respondent:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Proposer/Respondent/Contractor must provide immediate written notice to the Owner if the Proposer/Respondent/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Proposer/Respondent/Contractor must require subcontractors provide immediate written notice to the Proposer/Respondent/Contractor if at any time it learns that its certification was erroneous by

reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Proposer/Respondent/Contractor or subcontractor thereof:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list, or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Proposer/Respondent/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. The Proposer/Respondent/Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Proposer/Respondent/Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Proposer/Respondent/Contractor has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Proposer/Respondent/Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

### **15.13 Certification Regarding Lobbying:**

The Proposer/Respondent/Contractor certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer/Respondent/Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure



Form to Report Lobbying,” in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **15.14 Procurement of Recovered Materials:**

To the extent applicable to any awarded contract, Proposer/Respondent/Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Respondent and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- A. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- B. The Proposer/Respondent/Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Proposer/Respondent/Contractor can demonstrate the item is:

- Not reasonably available within a time frame providing for compliance with the contract performance schedule;
- Fails to meet reasonable contract performance requirements; or
- Is only available at an unreasonable price.

**16.0 EXHIBITS ATTACHED TO RFP**

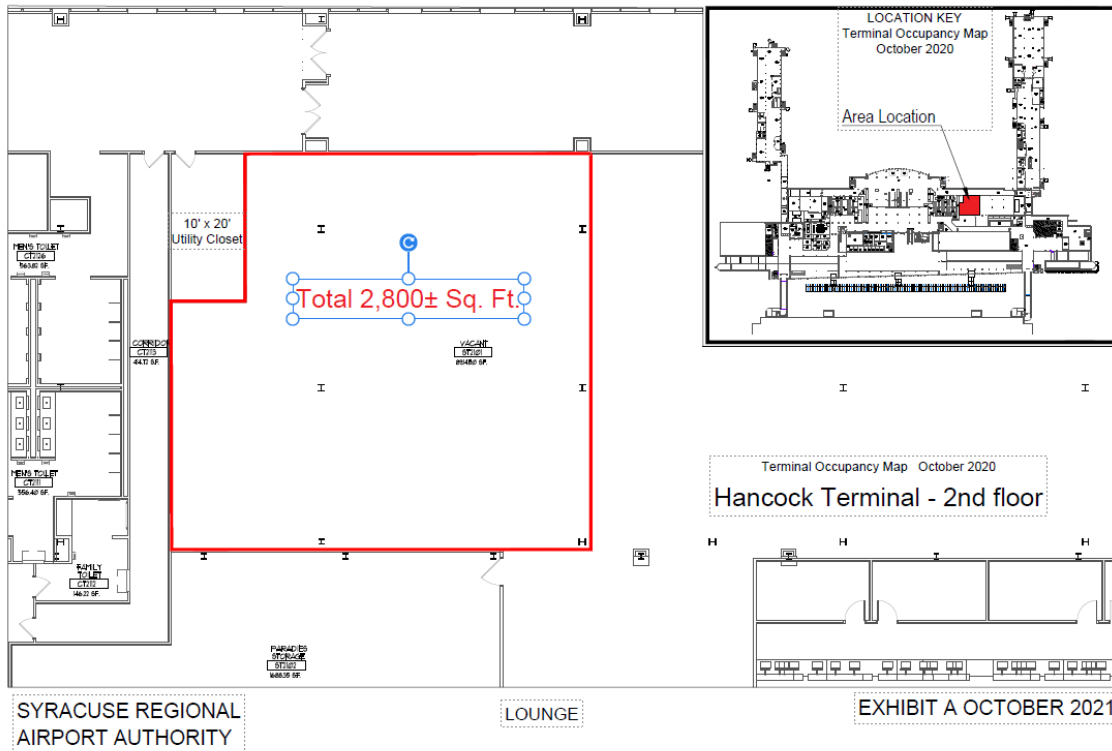
Exhibit A: 2<sup>nd</sup> Floor Space Available for Common Use Lounge

**17.0 ATTACHMENTS**

**List of Attachments:**

- Attachment 1 (Procurement Lobbying Form)
- Attachment 2 (Verification of Minimum Qualifications Form)
- Attachment 3 (Non-Collusion Certification)
- Attachment 4 (Proposal Letter)
- Attachment 5 (Proposed Common Use Lounge Annual Base Rent and Percentage Fee)
- Attachment 6 (Proposed Design of Common Use Lounge Design)
- Attachment 7 (Respondent's Pro-Forma)
- Attachment 8 (Airport Concession Disadvantaged Business Enterprise (ACDBE))

EXHIBIT A



**ATTACHMENT 1**

**PROCUREMENT LOBBYING FORM**

1. Bidder/Respondent certifies that it understands and agrees to comply with the procedures of the Syracuse Regional Airport Authority relative to permissible contacts as required by State Finance Law Section 139-j (3) and Section 139-j (6) (b).

Contractor DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS Pursuant to Procurement Lobbying Law (SFL §139-j)

2. Has any governmental entity made a finding of non-responsibility regarding the individual or entity seeking to enter into this procurement contract in the previous four years?

\_\_\_\_\_ Yes                                            \_\_\_\_\_ No

**If “Yes” to the above question, please answer the following question: (Make Notations Clear)**

- (a) Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

\_\_\_\_\_ Yes                                            \_\_\_\_\_ No

- (b) If “Yes”, was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

\_\_\_\_\_ Yes                                            \_\_\_\_\_ No

**If “Yes” to any of the above questions, please provide details regarding the finding of non-responsibility:**

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

3. Has any governmental entity terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

\_\_\_\_\_ Yes                                            \_\_\_\_\_ No

**If “ Yes” to the above question, provide details**

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: (add additional pages if necessary)

\_\_\_\_\_  
\_\_\_\_\_

4. Bidder/Respondent certifies that all information provided to the Syracuse Regional Airport Authority with respect to State Finance Law Section 139-k is complete, true and accurate.

**Name of Bidder/Respondent:**

\_\_\_\_\_

**Bidder’s/Respondent’s Business Address:**

\_\_\_\_\_

**Bidder’s/Respondent’s Signature:**

\_\_\_\_\_  
*I understand that my signature  
represents that I am signing and  
responding to all  
certifications/questions listed  
above*

Date: \_\_\_\_\_

**Print Name:**

\_\_\_\_\_

**Title of Person signing this form:**

\_\_\_\_\_

**ATTACHMENT 2**

**VERIFICATION OF MINIMUM QUALIFICATIONS**

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 there to certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief, they meet the following Minimum Qualification Requirements:

- It should have performed similar services for at least three (3) commercial airport operators or public entities larger or comparable in size to the airport within the last three (3) years; and
- Respondent must demonstrate to the satisfaction of the Syracuse Regional Airport Authority that it has the resources to perform and deliver a Common Use Lounge described in this Proposal.
- If a joint venture, partnership or limited liability company (LLC) submits a Proposal, the entity holding a controlling interest in the joint venture, partnership, or LLC, (for example, majority voting rights in company decisions), must meet the Minimum Qualifications in order to be considered for award of the Agreement. If no single entity holds a controlling interest, then each entity in a group of entities comprising a controlling interest must meet all of the Minimum Qualifications for the joint venture, partnership, or LLC to be considered for award of the Agreement.
- It must have a demonstrated track record of performing a Common Use Lounge.
- Respondent must be in good standing with the SRAA

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

**ATTACHMENT 3**

**NON-COLLUSIVE PROPOSAL CERTIFICATION**

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

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

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

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

**SIGN HERE** \_\_\_\_\_  
Signature of Respondent's Authorized Person

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Name of Respondent

\_\_\_\_\_  
Name of Respondent's Authorized Person

\_\_\_\_\_  
Title of Respondent's Authorized Person

**ATTACHMENT 4**

**PROPOSAL LETTER**

TO: Syracuse Regional Airport Authority  
1000 Col. Eileen Collins Boulevard  
Syracuse, New York 13212

The undersigned hereby declares that he/she is the only person interested in this Proposal, that the Proposal is in all respects fair and without collusion or fraud, and that no member of the Syracuse Regional Airport Authority or officer, staff, or employee of the Syracuse Regional Airport Authority is directly or indirectly interested in this Proposal, or in the services to which it relates or in any portion of the profits thereof.

The undersigned also declares he/she carefully examined the Request for Proposals and the attachments and is willing and able to perform all the services and furnish all the materials called for by the RFP, and the requirements set forth therein and in any agreement.

The undersigned hereby declares that he/she has read and acknowledged the non-collusive Proposal certification and proposal signature page set forth herein, agrees to abide by the requirements therein and affirms under the penalties of perjury that all statements, figures, or affirmations set forth therein are true and accurate.

The undersigned further declares that he/she understands and agrees that 1) an award is subject to all terms and conditions of this RFP; 2) the Syracuse Regional Airport Authority may cancel the RFP at any time; and 3) that he/she are familiar with and are satisfied as to all Federal, state, and local laws and regulations that may affect cost, progress, and performance of the security personnel services and that the Respondent and Co-Respondent, if applicable, have included the costs of compliance with said Federal, state, and local laws and regulations.

The undersigned further declares that he/she is acting as the duly authorized representative of \_\_\_\_\_, the Respondent, submitting this Proposal for Common Use Lounge at the Syracuse Hancock International Airport.

The undersigned certifies that its fee in the submitted Proposal for Common Use Lounge the Syracuse Hancock International Airport covers all services proposed and meets the requirements of this Request for Proposals.

I further state and declare under the penalty of perjury that all information contained herein is complete and true.

***NEXT PAGE IS SIGNATURE PAGE***



RFP #2021-06 Common Use Lounge for the Syracuse Regional Airport Authority

Entity Making Proposal: \_\_\_\_\_

Signature of Authorized Agent \_\_\_\_\_

Entity's Address \_\_\_\_\_

Print Name and Title of Authorized Person

\_\_\_\_\_

Dated: \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.:

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 \_\_\_\_\_; that he/she is the \_\_\_\_\_ of \_\_\_\_\_ the corporation/ general partnership/limited partnership/ limited liability company described in, and which executed the above instrument; that he/she was authorized by the corporation/ general partnership/limited partnership/ limited liability company to execute the above instrument and by his/her signing the above instrument, executed the instrument.

\_\_\_\_\_  
Notary Public

**ATTACHMENT 5**

**PROPOSED COMMON USE LOUNGE ANNUAL BASE RENT AND  
PERCENTAGE FEE**

**Please Submit a Separate Sheet labeled Attachment 5 for the following:**

**Respondent's Company Name:**

**Proposed Term of Contract:**

**Proposed Square Footage (up to 2,800 sq ft):**

**Proposed Capital Investment:**

**Proposed Base Rent per Section 5.0:**

(Proposed Base Rent should be broken down per year starting with the date of Lounge opening, Calendar year 2022-2023 to continue for the proposed term of the contract)

**Proposed Percentage of Gross Revenues Generated from the Lounge per Section 5.0:**

(Proposed percentage of Gross Revenues should be broken down per year starting with the date of Lounge opening, Calendar year 2022-2023 to continue for the proposed term of the contract)

**Initial cost to all Lounge Passengers:**

(Please spell out ALL costs to include but not limited to walk up guests, Lounge Club Members, American Express, Priority Pass, discounts to members of other clubs such as Admirals Club, Delta Sky Clubs, etc. Please specify if this cost will change over the term of the contract).

**ATTACHMENT 6**

**PROPOSED DESIGN OF COMMON USE LOUNGE**

**On a separate sheet, please submit your proposed design of the SRAA Common Use Lounge and label it “Attachment #6”**

**ATTACHMENT 7**

**Respondent's Pro-Forma**

**Please Submit a Separate Sheet labeled Attachment 7 for the Respondent's Pro-Forma**

**ATTACHMENT 8**

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

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

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

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

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

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

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

**ATTACHMENT 8 (CON'T)**

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

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

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

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

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

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

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

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

Description of work to be performed by ACDBE firm:

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

**Affirmation**

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

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

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

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

**ATTACHMENT 8 (CON'T)**

**Report for Airport Concessions: Non-Car Rentals**

In accordance with 49 CFR Part 23, Airport Concession Disadvantage Business Enterprise (ACDBE) Program, the Airport is required to monitor and report all concession activity at the Airport, including any ACDBE (Airport Concession Disadvantaged Business Enterprise) participation. Please complete this form, along with the ACDBE firm's report, and return to the attention of Robin Watkins ([watkinsr@syraairport.org](mailto:watkinsr@syraairport.org)).

Name of Concessionaire: \_\_\_\_\_

Report Period: **10/1/20XX - 9/30/20XX**

Annual (January 1)

**Required information:**

Estimate Gross Receipts for period above: \$ \_\_\_\_\_

**Sub-Concessions:**

A. Total (\$) Sub-concessions During the period above: \$ \_\_\_\_\_

B. Total Number (#) of Sub-concessions during the period above: \_\_\_\_\_

C. Total (\$) ACDBE Sub-Concessions during the period above (included in A): \$ \_\_\_\_\_

D. Total (#) ACDBE Sub-Concessions during the period above (Included in B): \_\_\_\_\_

E. From C, total (\$) and D, total (#) ACDBE Sub-Concessions from:

Race-Conscious (*Race-conscious* means a measure or program that is focused specifically on assisting only ACDBEs, including women-owned ACDBEs. For the purposes of this part, race-conscious measures include gender-conscious measures.)

\$ \_\_\_\_\_ and # \_\_\_\_\_

**ATTACHMENT 8 (CON'T)**

Race-Neutral (*Race-neutral* means a measure or program that is, or can be, used to assist all small businesses, without making distinctions or classifications on the basis of race or gender.)

\$ \_\_\_\_\_ and # \_\_\_\_\_

**Management Contracts:**

A. Total (\$) Management Contracts During the period above: \$ \_\_\_\_\_

B. Total Number (#) of Management Contracts during the period above: \_\_\_\_\_

C. Total (\$) ACDBE Management Contracts during the period above (included in A): \$ \_\_\_\_\_

D. Total (#) ACDBE Management Contracts during the period above (Included in B): \_\_\_\_\_

E. From C, total (\$) and D, total (#) ACDBE Management Contracts from:

Race-Conscious (*Race-conscious* means a measure or program that is focused specifically on assisting only ACDBEs, including women-owned ACDBEs. For the purposes of this part, race-conscious measures include gender-conscious measures.)

\$ \_\_\_\_\_ and # \_\_\_\_\_

Race-Neutral (*Race-neutral* means a measure or program that is, or can be, used to assist all small businesses, without making distinctions or classifications on the basis of race or gender.)

\$ \_\_\_\_\_ and # \_\_\_\_\_



ATTACHMENT 8 (CON'T)

**Goods and Services:**

A. Total (\$) goods and services *purchased* during the period above:

\$ \_\_\_\_\_

B. Total number (#) of vendor's that goods and services were purchased from:

\_\_\_\_\_

C. Total (\$) goods and services *purchased* from ACDBEs (included in A):

\$ \_\_\_\_\_

D. Total (#) of vendors that goods and services purchased were from ACDBEs (included in B):

\_\_\_\_\_

E. From C, total (\$) and D, total (#) ACDBE goods and services purchased from:

Race-Conscious (*Race-conscious* means a measure or program that is focused specifically on assisting only ACDBEs, including women-owned ACDBEs. For the purposes of this part, race-conscious measures include gender-conscious measures.)

\$ \_\_\_\_\_ and # \_\_\_\_\_

Race-Neutral (*Race-neutral* means a measure or program that is, or can be, used to assist all small businesses, without making distinctions or classifications on the basis of race or gender.)

\$ \_\_\_\_\_ and # \_\_\_\_\_

**Reminder: Please complete the required ACDBE Firms Report for all Certified ACDBEs that you have reported above.**