

**Request for Proposal-Terminal Expansion Construction Inspection Services  
RFP #2023-23**



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

**TERMINAL IMPROVEMENT CONSTRUCTION INSPECTION SERVICES**

**RFP REFERENCE # 2023-23**

**Issued: September 28, 2023**

**Submission Deadline: November 17, 2023 by 4:00 pm Eastern Time.**

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

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

**ALL PROPOSALS MUST BE RECEIVED VIA EMAIL PRIOR TO NOVEMBER 17, 2023**

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

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

**PLEASE PRINT THE WORDS “RFP REFERENCE # 2023-23 ON THE FRONT OF THE PROPOSAL.**

**1. GENERAL INFORMATION**

**1.1. Background**

The Syracuse Regional Airport Authority (the “Authority”) was created by the New York State Legislature on August 17, 2011 by Chapter 463 of the Laws of 2011. The Authority is the operator of the Syracuse Hancock International Airport in Syracuse, New York. The Authority is a New York State public benefit corporation established for the purpose of (i) stimulating economic growth, (ii) increasing trade and tourism, (iii) promoting safe and secure air travel in the region, (iv) providing citizens with efficient and economical air transportation options, and (v) to protect and enhance the natural resources and quality of the environment.

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

The intent and purpose of this Request for Proposals (the “RFP”) is to solicit responses for the selection of a firm to provide construction inspection services for terminal expansion projects that will be deployed in two phases. Both phases will include exterior and interior construction, coordination with contractors providing related services and project management to ensure completion within the required timelines. The scope of work requirements for both phases can be found at **Exhibit A** to this RFP

Phase I will expand the footprint of the North Terminal by over 4,800 square feet, additional 2,280 square foot of interior renovation and construct a 17,780 square foot Federal Inspection Station within designated areas of the first and second floor of the South Terminal. Completion of all Phase I activities must be substantially complete by January 15, 2025. Due to high level security requirements associated with this project, please request the detail construction documents by contacting bids@syrairport.org.

Phase II will expand the footprint of the South Terminal by over 2,500 square feet along with an additional 3,750 square foot of interior renovation. Completion of Phase II will be determined by the Contract Manager with an estimated date no later than September 30, 2025. Due to high level security requirements associated with this project, please request the detail construction documents by contacting bids@syrairport.org.

**1.3 Key Dates in the RFP Schedule**

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

September 28, 2023	Issuance of Request for Proposals
October 3, 2023	Optional Walk through of Project
October 27, 2023	Question/Clarification Submission Deadline
November 17, 2023	Proposal Submission Deadline
November 17 to November 30, 2023	Proposal Evaluation Period and Proposer Interviews
November 30, 2023	Award of Contract <sup>1</sup> by the Authority

***Please note:*** The Authority reserves the right to change any of the dates stated in this RFP. If such change occurs, the Authority will notify all entities who received the RFP directly from the Authority and post the change(s) on the Syracuse Regional Airport Authority’s website, which is part of the Syracuse Hancock International Airport website.

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

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If you are interested in responding to the RFP, please register for the Pre-Submission meeting at [bids@syrairport.org](mailto:bids@syrairport.org) to ensure the appropriate number of escorts are provided.

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

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

#### **1.5 Unbalanced Proposals**

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

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

Any questions, requests for information or clarification regarding this RFP should be submitted via email, citing the relevant RFP page(s) and section(s), no later than **October 27, 2023** to [bids@syrairport.org](mailto:bids@syrairport.org).

Questions will not be accepted other than by email, and any question received after the deadline may not be answered. The list of questions/requests for information or clarification and the official responses will be posted on the Syracuse Regional Airport Authority's website, <http://www.syrtraa.com/bids-rfp-rfq/>.

The Authority is not responsible for a proposer's failure to receive the list of questions/requests for information, amendments or clarifications and the official responses, due to the proposer's failure to access the website. It is incumbent on proposers to routinely check for amendments and addenda at (<http://www.syrtraa.com/bids-rfp-rfq/>). No allowance will be made for a proposer that submitted a proposal that is not in compliance with the RFP requirements due to the proposer's aforementioned failure to receive the list of questions/requests for information or clarification/amendments and addenda, and the official responses to such inquires and/or changes.

By submitting a proposal to the Authority in response to this RFP, each proposer agrees and represents and warrants that the proposer: a) has all information necessary for the proposer to complete and submit a fully responsive proposal to the Authority; b) that if awarded the contract, that the proposer has all the necessary skills and resources to complete the contract for the amount stated in the proposal; and c) that the proposer is waiving any and all claims against the Authority and its members, officers, staff and employees relating to the submission of the proposer's proposal to the Authority. Proposer will bear any, and all travel and other costs and

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expenses related to its attendance at the pre-submittal meeting and facility tour (if any). Verbal responses provided by Authority representatives at such meeting/tour are informal and are not binding on the Authority.

### **1.7 Amendments and Addenda**

In the event it becomes necessary to revise this RFP, such revision will be by an addendum to this RFP. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP. Further, if a proposer discovers any conflict, discrepancy, omission or other error in this RFP, the proposer shall immediately notify the Authority at [bids@syrairport.org](mailto:bids@syrairport.org), of such error and request modification to the document to address such alleged error. The Authority shall make any RFP modifications necessary by addenda, provided that any such modifications would not materially benefit or disadvantage any one proposer over another. If a proposer fails, prior to the submission deadline, to notify the Authority of a known error or an error that reasonably should have been known or discovered by proposer, the proposer shall assume the risk of such failure to notify. If awarded the contract, the proposer shall not be entitled to additional compensation, change order or time allowance by reason of the error or its late correction. All RFP addenda will be communicated via the Syracuse Regional Airport Authority's website.

The Authority is not responsible for a proposer's failure to receive amendments or addenda pertaining to this RFP. It is incumbent on proposers to routinely check for amendments and addenda at (<http://www.syrsvaa.com/bids-rfp-rfq/>) and no allowance will be made for a proposer's failure to receive addenda. As of the date of issuance, there are no designated dates for release of addenda. However, proposers should check the Authority's website frequently beginning at the time of RFP issuance through the deadline for submission of proposals. It is the sole responsibility of the proposer to be knowledgeable of all amendments, addenda, questions and answers related to this RFP.

### **1.8 Submission Requirements**

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

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such. The Authority shall endeavor to protect the identified information only to the extent allowed under applicable law.

**1.9 Submission Due Date**

Proposals must be received via email no later than November 17, 2023 at:

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

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

**2.0 Proposals and Qualifications Review**

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

**2.1 Award**

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

**2.2 Restriction of Communications**

Proposers are prohibited from contact related to this RFP with any Authority Board member, officer, staff, employee or representative other than designated personnel from the date this RFP is issued until the contract(s) have been executed by the Authority. Violation of this provision is grounds for immediate disqualification. All inquiries concerning this RFP must be done via email at: [bids@syrairport.org](mailto:bids@syrairport.org) Please indicate RFP Reference # **2023-23** in the subject line of the email.

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

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

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caller has a financial interest in the outcome of the procurement; provided, however, that a governmental agency or its employees that communicates with the procuring agency regarding a governmental procurement in the exercise of its oversight duties shall not be considered an offeror.” The “restricted period” is defined in the Statute as “the period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from offerors intending to result in a procurement contract with a governmental entity and ending with the final contract award and approval by the governmental entity and, where applicable, the state comptroller.” Authority members, officers, staff and employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offeror pursuant to the Statute. Certain findings of non-responsibility can result in rejection for contract award and, in the event of two findings within a four-year period; the offeror is debarred from submitting a proposal on or being awarded any procurement contract for a period of four years from the date of the second final determination. Any Proposer responding to this RFP must complete the Non-Collusive Proposal Certification attached hereto at **Exhibit B** and submit it to the Authority with its proposal. Questions regarding this form may be directed to the Designated Contact email for this solicitation and/or visit the following website for information: <https://online.ogs.ny.gov/legal/lobbyinglawfaq/>

**VIOLATIONS OF THE FOREGOING SECTIONS 2.2 and 2.3 SHALL BE STRICTLY ENFORCED AND MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL TO WHICH IT PERTAINS.**

#### **2.4 Exceptions**

Any and all exceptions to this RFP must be clearly and completely indicated in proposals submitted. Please be advised that any exceptions to the requirements in this RFP may be cause for a proposer’s proposal to be disqualified.

#### **2.5 Proposal Costs**

The proposers’ costs for the proposer’s entire submittal effort shall be borne by the proposer. The Authority will not reimburse any proposer or other firm for any costs associated with its submittal effort.

#### **2.6 Whistleblower Policy and Procedures**

The selected Proposer will be required to comply with and perform its services under the contract in accordance with any and all Whistleblower Policy and Procedures adopted by the Authority and available on its website at: <https://syrssaa.com/>

#### **2.7 M/WBE-SDVOB Program**

As advised above, the Authority is a New York public benefit Corporation. As such it must comply with Articles 15-A and 17-B of the New York State Executive Law pertaining to Minority/Women Business Enterprises (M/WBE) and Service-Disabled Veteran Owned Businesses (SDVOB) respectively. These statutes require the Authority to promote contracting

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opportunities for M/WBE's and SDVOB's. In turn, proposer's utilization of M/WBE's and SDVOB's is a factor in awarding projects and imposes obligations on a selected proposer to utilize M/WBE's and SDVOB's in performance of contracts with the Authority. By submitting a proposal, the Proposer represents that it has reviewed and familiarized itself with the New York State M/WBE and SDVOB regulations which are incorporated herein by this reference. Any conflicts between this solicitation and those regulations shall be resolved in favor of the regulations. Each proposer shall, in accordance with the regulations, make good faith efforts and, in a manner that can be established in documentary form, solicit active participation by certified M/WBE's and SDVOB's in connection with any contract resulting from this RFP. These regulations, and any contract to be entered into between the Authority and the successful proposer, will impose reporting obligations on the awarded contractor to periodically report various M/WBE and SDVOB information to the Authority. Annexed hereto at **Exhibits C and D** respectively are various M/WBE-SDVOB forms and information which the Authority requires all proposers to complete and submit with each proposal. Failure to do so will result in a finding of non-responsiveness and rejection of that proposal. Proposers are also required to participate in the NYS EBO systems for all compliance invoices for Phase I of this proposal.

For purposes of this solicitation, the Authority has established goals of fifteen percent (**7%**) for **Women-Owned Business Enterprises (WBE)** participation, eight percent (**19%**) for **Minority-Owned Business Enterprises (MBE)** participation and six percent (**6%**) for **Service-Disabled Veteran Owned Business (SDVOB)** participation.

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

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

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



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- a. Negotiate with one or more proposers, and/or negotiate on terms other than those set forth herein.
  - b. At any time, waive compliance with, or change any of the terms and conditions of this RFP, to entertain modifications or additions to selected proposals.
6. This RFP does not represent any obligation or agreement whatsoever on the part of the Authority. Any such obligation or agreement may only be incurred or entered into by written agreement authorized by the Board of the Authority, approved as to form by the Authority's counsel and executed by the Executive Director of the Authority.
  7. Mere selection of a proposer will not create any rights on the proposer's part, including, without limitation, rights of enforcement, equity or reimbursement, until after all required government approvals are received and the insurance, agreement and all related documents are fully approved and executed.
  8. This RFP and any agreement or other documents resulting therefrom is subject to Federal, State, or local law or regulation having jurisdiction over the subject matter thereof, as the same may be amended from time to time.
  9. Title VI Solicitation Notice: The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d-2000d-4) and its related Regulations, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this RFP, will provide disadvantaged business enterprises a full and fair opportunity to submit proposals in response to this RFP and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **2.9 EVALUATION PROCESS**

### **2.9.1 General Information**

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

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

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

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



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**2.9.2 Submission Review**

The Authority/Committee will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of the Committee, may be rejected. Proposals failing to pass the Submission Review will be considered non-responsive and will not be evaluated any further.

**2.9.3 Proposal Review Criteria**

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

1. The education, experience and/or expertise of the Proposer and its principals and key employees.
2. The Proposer's specific experience, stability and history of performance providing the requested services similar to those under consideration.
3. The availability of adequate personnel to provide the requested services safely and efficiently.
4. The Proposer's approach to the planning, organization, supervision, and management of the requested services at the Airport, including communications procedures, problem-solving approaches, costing and other level-of-service factors.
5. The Proposer's proposed fee for the services requested herein with a breakdown of those fees as they relate to discrete tasks or phases of the work to be performed.
6. Commitment to consistently maintain the highest standards of performance and the expeditious resolution of problems and complaints.
7. The recommendations and opinions of each Proposer's previous customers or clients.
8. Information provided in response to specific questions and requirements contained in the RFP and all attachments/exhibits.
9. The proposer's past experience at the Syracuse Hancock International Airport.
10. Information provided at interview (if required).

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

The Committee will evaluate each proposal based on a "Best Value" concept. This means that the proposal(s) that optimize(s) quality, cost, and efficiency among responsive and responsible Proposers shall be selected for award.

The Authority and its review committee will determine which proposal(s) best satisfies its requirements. The Authority reserves all rights with respect to the award. All proposals deemed

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to be responsive to the requirements of this procurement will be evaluated. Proposals failing to meet the requirements of this RFP may be eliminated from consideration. Qualified staff/individuals will evaluate all submitted proposals. The Authority may request clarification of a proposal.

**2.9.4 Reservation of Rights**

The Authority reserves the right to:

- i. withdraw or cancel the RFP at any time and at its sole discretion;
- ii. reject any or all proposals received in response to this RFP;
- iii. accept a proposal and any subsequent proposal for the contract from someone other than the lowest cost Proposer consistent with the criteria for the evaluation of proposals;
- iv. make an award under the RFP in whole or in part;
- v. disqualify any proposer whose conduct and/or proposal fails to conform to the requirements of the RFP;
- vi. seek clarifications and revisions of proposals;
- vii. use proposal information obtained through site visits, management interviews and the Authority's investigation of a proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the proposer in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
- viii. prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- ix. prior to the bid opening, direct proposers to submit proposal modifications addressing subsequent RFP amendments;
- x. change any of the scheduled dates;
- xi. eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective proposers;
- xii. waive any requirements that are not material;
- xiii. negotiate with the successful proposer within the scope of the RFP in the best interests of the Authority;
- xiv. conduct contract negotiations with the next responsible proposer, should the Authority be unsuccessful in negotiating with the selected proposer;
- xv. utilize any and all ideas submitted in the proposals received;
- xvi. unless otherwise specified in the solicitation, every submission is a firm offer and not revocable for a period of 60 days from the bid opening; and,
- xvii. require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.
- xviii. waive or modify minor deviations in the proposals received after prior notification to the Proposers.
- xix. request best and final offers; and

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

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

**2.9.5 CONFLICTS OF INTEREST**

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

**2.9.6 INSURANCE REQUIREMENTS**

Prior to providing any labor or materials, subcontractor shall, at its sole cost and expense, 1) obtain the following insurance coverage with one or more insurers licensed to do business in the State of New York, naming as additional insureds the Syracuse Regional Airport Authority, the City of Syracuse and any other person or entity whom the proposer is required to defend, indemnify and hold harmless and/or for whom proposer is performing work, their tenants, mortgagees, officers, directors, agents, employees and partners; 2) provide to the Authority an insurance certificate and a copy of the policy or other satisfactory evidence of such coverage from the carrier, which coverage shall be maintained until completion and final acceptance of the work; and 3) require that all of its own subcontractors and lower tier contractors obtain and provide same coverage:

- D.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:

<u>Worker's Compensation Employer's Liability:</u>	<u>Statutory</u>
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

- D.2 Commercial General Liability Insurance, which shall include a blanket contractual liability insuring the indemnification obligations of this Agreement, broad form property damage liability, and personal injury liability coverage extensions. Such policy shall not exclude X, C, U exposures. Commercial 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 (3) years following final completion of the Work. All coverage required under Commercial General Liability

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should be provided on an occurrence form with the following minimum limits: (Per Project Aggregate)

Bodily Injury and Property Damage (per occurrence) Combined Single Limit.	\$2,000,000
Products / Completed Operations Aggregate	\$4,000,000
General Aggregate	\$4,000,000

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

- D.3 Umbrella form Excess liability coverage with limits of not less than \$25,000,000 per occurrence, covering all work performed by the Subcontractor under this Contract.
- D.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.
- D.5 Proposer's Equipment Coverage on an "All Risk" basis, covering physical damage to all tools and equipment, including motorized equipment used by the proposer or subcontractors with limits at least high enough to provide for replacement of items critical to project efforts.
- D.6 Such other kinds of insurance as may be required by the Authority or by the general contract documents, each such policy to be in the amount stipulated in the general contract documents unless a different amount is hereinafter designated or is otherwise prescribed in writing by the Authority.
- D.7 If any operations performed within the scope of this project require the use of any aircraft or watercraft (owned or unowned), Proposer shall maintain liability insurance satisfactory to the Authority.
- D.8 If any operations performed within the scope of this project include design work, Proposer shall maintain Professional Liability Insurance with a limit of not less than \$1,000,000. Such insurance shall be satisfactory to the Authority.
- D.9 If any operations performed within the scope of this project include work with hazardous materials, Proposer shall maintain Environmental Impairment Liability Insurance with a limit of not less than \$1,000,000. Such insurance shall be satisfactory to the Authority.
- D.10 The Authority and City of Syracuse shall be named "additional insured" on the General Liability, Automobile, Excess Liability policies, and, if applicable, any liability policies carried on watercraft. General Liability Additional Insured status shall be specifically provided by Additional Insured Form CG2010(1185) or a combination of CG2010(Ed date) **and** CG2037(Ed Date), or CG2038(Ed Date) **and** CG2037(Ed Date), or equivalent manuscript wording, 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. All policies shall be endorsed for Primary and Non-Contributory, Waive all Rights of Subrogation in favor of the Authority.

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Policies shall not be canceled, materially changed or non-renewed without thirty (30) days advance notice to the Authority.

**2.9.7 CONTRACT PREPARATION/NEGOTIATION**

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

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**Exhibit A**

**PROJECT BACKGROUND AND DETAILED DESCRIPTION/SCOPE OF  
WORK/CONSTRUCTION BID SET**

**Scope of Work:**

Manage major expansion projects with combined estimated construction budgets of \$18-\$26 million estimated budgets. The projects will be segregated into two phases, may run concurrently and will include abbreviated construction schedules. The Proposer will need to have experience in inspections of large construction projects. The duration of the projects will vary in length from 1 to 2 years. The Proposer shall be responsible for complete construction management services and construction execution for all phases of the project for a guaranteed maximum price. At each phase, the Authority, at its sole discretion, will determine whether it will proceed to the next phase or terminate services on the project.

The following is an outline of services anticipated.

- Attend periodic project meetings and special meetings scheduled as scheduled by Construction Manager or Authority for the exchange of information concerning the project. All meetings shall be held at a location and time convenient to the Authority Project Manager.
- Provide technical observation of construction by a Resident Project Representative (RPR) and supporting staff as required.
- Maintain a comprehensive project record system.
- Conduct periodic job meetings on site with all interested parties, and coordinate documentation of these meetings as necessary.
- The Proposer will employ a qualified materials testing firm as deemed appropriate. The Proposer shall assume that all State requirements, as applicable to specified materials, are adhered to.
- Submit periodic progress reports of construction activity and problems encountered to the Authority and Construction Manager. Include all diaries, logs and a detailed chronology of the construction activities.
- The Proposer shall receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, test and approvals which are to be assembled by the Construction Manager.
- The Proposer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the work is acceptable so that Proposer may recommend, in writing, final payment to Construction Manager/Contractor(s) and may give written notice to the Authority and the Construction Manager/Contractor(s) that the work is acceptable. Proposer must conduct special inspections for sitework, deep pilings, concrete and rebar placement and structural erections.
- Provide and maintain a construction site office and provide all on-site daily inspection and verification services so as to ensure that the work is proceeding in accordance with the construction contract documents.

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- The on-site Proposer's representative(s) are responsible for monitoring construction activity on a project and documenting their observations in a formal project record. The formal project record consists of the following entries and duties:
  - CONSULTANT's Daily Project Diary
  - Inspector's Daily Reports
  - Summary of Inspector's Daily Reports
  - Preparation of Weekly Reports
  - Prime/Subcontractor Work Summary
  - Preparation of Material Acceptance Reports
  - Preparation of Certification and Testing Log Book
  - Review Subcontractor approval forms
  - Prepare statement of days charged on a weekly basis
  - Conduct Wage Rate Interviews with prime and/or subcontractors employees
  - Field measure quantities on a daily basis
  - Assist Construction Manager with the preparation and review of Change Orders/Force Account Work.
  - New York State Department of Transportation and Federal Aviation Administration reporting forms.
- The Proposer is also responsible for monitoring construction activity as it relates to airport operations and coordination of Notice to Airman (NOTAMS) that may be issued by the Airport.
- Construction Testing and Quality Control Report: Prepare and furnish two (2) copies of the final Construction Testing and Quality Control Report for the completed project to the Authority. Three (3) copies will also be provided to the New York State Department of Transportation (NYSDOT), as required. This report will provide a summary of the documented results of Quality Control Testing completed over the course of the project.



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**Exhibit B**

**SYRACUSE REGIONAL AIRPORT AUTHORITY  
NON-COLLUSIVE PROPOSAL CERTIFICATION**

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

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

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

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

**SIGN HERE** \_\_\_\_\_

Signature of Respondent's Authorized Person

\_\_\_\_\_

Date

\_\_\_\_\_

Name of Respondent

\_\_\_\_\_

Name of Respondent's Authorized Person

\_\_\_\_\_

Title of Respondent's Authorized Person

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**Exhibit C**

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**Exhibit D**

**Service-Disabled Veteran Owned Business Forms and Materials**

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**Exhibit E**

**Proposers should include the fee broken out in the following format:**

<b>Description</b>	<b>Unit of Measure</b>	<b>Est. QTY</b>	<b>Unit Price</b>	<b>Total Value</b>
Job Title	Hrs			
Job Title	Hrs			
Job Title	Hrs			
Job Title	Hrs			
Job Title	Hrs			
Expense item #1				
Expense item #2				
Expense item #3				
<b>Total</b>				