

**ERIE REGIONAL AIRPORT AUTHORITY**

**Request for Proposals**

**CONTROLS UPDATE FOR TELE-RADIAL BRIDGE LOCATED AT  
ERIE INTERNATIONAL AIRPORT**

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**PROPOSAL NOTICE/LEGAL ADVERTISEMENT**

**ADVERTISEMENT  
REQUEST FOR PROPOSALS  
CONTROLS UPDATE FOR TELE-RADIAL BRIDGE LOCATED AT  
ERIE INTERNATIONAL AIRPORT**

Sealed proposals for the controls panel replacement and update for the Tele-radial bridge located at Erie International Airport (“Proposals”) will be received at the Erie Regional Airport Authority (ERAA) office at 4411 West 12<sup>th</sup> Street, Erie, PA 16505 until April 21, 2026 at 3 p.m., local time. The ERAA is not responsible for late mail or late deliveries. Proposals received after the due date and time shall not be opened and returned to the Proposer. All Proposals shall be received as hard copy in sealed envelopes that are marked as: **ERAA, ATTN: DEREK MARTIN RE: “CONTROLS PANEL UPDATE FOR TELE-RADIAL BRIDGE PROPOSAL,” 4411 West 12<sup>th</sup> Street, Erie, PA 16505.** Note that NO facsimile, email, electronic or other form of response is acceptable to ERAA.

As of April 6, 2026, the Contract Documents may be obtained by downloading and printing them from the ERAA website, under “Business Opportunities” at [www.erieairport.org](http://www.erieairport.org). **Proposers may register their intent to submit a Proposal by filing their name, address, telephone number and email address and other information solicited in Attachment A to the RFP, “Acknowledgement and Registration,” with ERAA, c/o Michelle Magee, 4411 W. 12<sup>th</sup> Street, Erie, PA, 16505, 814-833-4258, [mmagee@erieairport.org](mailto:mmagee@erieairport.org).** ERAA shall make efforts to provide any Addenda to registered Proposers, provided, however, Proposers are ultimately solely responsible for obtaining Addenda. Any Addenda will be posted under “Business Opportunities” at [www.erieairport.org](http://www.erieairport.org).

For questions in regard to this Advertisement, contact Michelle Magee, 814-833-4258, or [mmagee@erieairport.org](mailto:mmagee@erieairport.org). Any questions for requests for interpretation of the Contract Documents shall be made pursuant to Section 8 of the Instructions to Proposers, entitled “Changes and Addenda to Project Documents,” contained in the Contract Documents. Proposal responses shall conform to all requirements set forth in the Contract Documents, including any issued Addenda.

The ERAA, 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 Proposers 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 proposals 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.

Any contract, if awarded, will be subject to the following Federal non-discrimination statutes and authorities, including but not limited to: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*); 49 CFR part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended; 49 CFR part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended; The Civil Rights Restoration Act of 1987, (PL 100-209); Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency; 70 Fed. Reg. at 74087 to 74100. Other legal requirements applicable to Proposer if contract is awarded are outlined in further detail in the Contract Documents.

The Erie Regional Airport Authority reserves the right to waive any informality in the Proposals, and to reject any and all Proposals.

Advertised: April 6, 2026

ERIE REGIONAL AIRPORT AUTHORITY

END OF ADVERTISEMENT

**SECTION I: INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS**

## **INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS**

### **1. OWNER**

The Owner as stated herein refers to the Erie Regional Airport Authority.

### **2. GENERAL INFORMATION ABOUT OWNER**

Erie International Airport, Tom Ridge Field (“ERI”) is a 450 acre “Non-Hub” airport. ERI has two runways (6-24 and 2-20). Runway 6-24 is 8,420 feet long and Runway 2-20 is 3,508 feet long.

The terminal of the Erie International Airport, Tom Ridge Field is located at 4411 West 12<sup>th</sup> Street, Erie, PA 16505. The terminal building contains airline ticket counters, rental car counters, luggage carousel, lobby area, a vending area, and a full-service restaurant.

### **3. GENERAL DESCRIPTION, SPECIFICATIONS AND SCOPE OF WORK**

The Owner is seeking proposals from responsible qualified firms (“Proposer”) with a minimum of five (5) years experience in updating and/or replacing the controls panels of the type of Tele-radial bridge located at Erie International Airport (“Project”). The specifications of Owner’s Tele-radial bridge are: FMC Airport Systems Jetway Passenger Boarding Bridge Model TR-82/92-100 DEG, model year: 07/02 (“Tele-Radial Bridge”).

Owner is seeking a Proposer to do the following:

- A. Replace the controls kit/s on the Tele-Radial Bridge, which includes:
  - i. A new upper console face plate with new HMI and buttons;
  - ii. A new process in the main power panel;
  - iii. A new PLC for the lower console, including ethernet cable to run from main power panel to lower console;
  - iv. A lower console faceplate joystick and control buttons compatible with current design.
- B. Proposal to include the cost of the above controls kit unit/s. The kit/s must be compatible with Owner’s Tele-Radial Bridge.
- C. Proposal to include the cost of technicians to perform on-site installation/replacement of components, including engineering of the kit/s and necessary program updates, and testing and commission of the Tele-Radial Bridge, including any costs associated with travel to the site.
- D. Proposal to include freight costs.

#### **4. PROPOSER REGISTRATION OF INTENT TO SUBMIT A PROPOSAL**

It is highly recommended, but not required, that any Proposer submit the Acknowledgement and Registration form, identified as "Attachment A" to the RFP to the Authority as instructed on the form. Prospective Proposers who have registered with the Authority by submitting the Acknowledgment and Registration form will receive notifications of Addenda to this RFP, provided, however it is the responsibility of the Proposer to monitor the dates for Addenda and to ensure that all Addenda are received. Proposers agree to hold the Owner harmless for any failure of any notifications to the Proposer.

#### **5. PROPOSER REPRESENTATIONS**

By submittal of a Proposal, the Proposer represents the following:

- A. The Proposer has read and thoroughly examined the Contract Documents, as defined herein and has affirmatively checked to ensure it has notice of all applicable Addenda.
- B. The Proposer has a complete understanding of the terms and conditions required for the satisfactory development, installation, management and operation of the Project.
- C. The Proposer has correlated their observations with that of the Contract Documents.
- D. The Proposer has found no errors, conflicts, ambiguities or omissions in the Contract Documents, except as previously submitted in writing to the Owner that would affect cost, progress or performance of the Project.
- E. The Proposer is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and implementation of the Project.
- F. The Proposer has complied with all requirements of these instructions and the associated proposal documents.

#### **6. PROPOSER QUALIFICATIONS**

- A. As outlined in more detail in Section 10.B.ii below, each Proposer shall furnish the Owner satisfactory evidence of their competency and qualifications to perform the Project. The Proposer shall demonstrate that they are a responsible firm that possesses the skills, abilities, and integrity to perform the Project.
- B. If requested by the Owner, evidence of financial responsibility shall consist of a confidential statement or report of the Proposer's financial resources and liabilities as of the last calendar year.
- C. The Owner may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Owner all such information and data for this purpose as the Owner may request.

#### **7. CONTRACT DOCUMENTS**

- A. The proposal documents (hereinafter referred to as the “Contract Documents”) are comprised of the following: the Proposal Notice/Legal Advertisement for Proposal; Instructions to Proposers and General Provisions; Non-Collusion Affidavit; Form of Proposal document; Attachment A; and any authorized Addenda issued by the Owners and any document incorporated in whole or in part by reference herein.
- B. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the successful Proposer. No part of those individual elements of the Contract Documents that are bound together may be removed or detached.

## 8. CHANGES AND ADDENDA TO CONTRACT DOCUMENTS

- A. Modifications to Contract Documents. Modifications to the Contract Documents may only be made by written Addendum issued by the Owner. Verbal explanations, interpretations or comments by the Owners or Owner’s representative/s shall not be binding. While addenda will be transmitted to all known perspective Proposers who registered with the Owner, each change or Addenda issued in relation to the Contract Documents will be posted to the Erie Regional Airport Authority website at [www.erieairport.org](http://www.erieairport.org) under “Business Opportunities” no later than 5 p.m., local time, April 6, 2026. **All potential Proposers shall be responsible for checking the website to retrieve any Addendum. The Owner is not responsible for ensuring Proposers receive copies of the addenda.**
- B. Errors and Discrepancies in Contract Documents. Should a Proposer find an error, discrepancy, ambiguity or omission in the Contract Documents prior to submittal of a proposal, the Proposer is obligated to contact the Owner with written notice of the error, discrepancy, ambiguity or omission. The written notice shall identify the nature and location of the error, discrepancy, ambiguity or omission. Corrections or modifications to the Contract Documents will only be made by written Addendum as prescribed herein. By submittal of a Proposal, Proposer represents that they have thoroughly reviewed the Contract Documents and that they have not identified any error, discrepancy, ambiguity or omission that would affect cost, progress or performance of implementation of the Project.
- C. Clarifications and Interpretations. A Proposer requesting a clarification or interpretation of the Contract Documents shall make a written request to the Owner, c/o Michelle Magee, 4411 W. 12th Street, Erie, PA, 16505, 814-833-4258, [mmagee@erieairport.org](mailto:mmagee@erieairport.org). The Owner must receive the written request no later than 3 p.m., local time, April 14, 2026.

## 9. PRE-SUBMITTAL CONFERENCE

- A. A non-mandatory pre-submittal conference (“Pre-Submittal Conference”) will be held on April 13 2026 at 10:00 am in the Airport Conference Room located in the airport terminal at 4411 West 12<sup>th</sup> Street, Erie, PA 16505. Any interested parties submitting a response to the RFP are encouraged to attend this conference. The Pre-Submittal Conference will be

the only opportunity for perspective Proposers to view the Tele-Radial Bridge beyond security screening.

- B. The purpose for this meeting is for prospective Proposers to inspect the Tele-Radial Bridge and for ERI staff to present an overview of the RFP. The Owner will prepare and issue an Addendum in response to any substantive items raised during, or in advance of, the Pre-Proposal Conference in accordance with Section 8 above. Attendance at the Pre-Submittal Conference is not a prerequisite to submittal of a Proposal.

## 10. CONTENTS OF PROPOSAL

- A. All Proposals shall be made on the forms provided by the Owner within the Contract Documents, with additional pages as necessary when indicated. No Proposer may submit more than one Proposal. All Proposals are to be written in ink and/or typed and shall be clearly legible. All blank spaces in the proposal forms shall be legibly completed for each and every Proposal item. The Proposer shall not qualify any Proposal item. The Proposer shall initial any erasures and alterations made on the proposal form by the Proposer.
- B. The Proposal shall address the following factors:
  - i. **Section I - Organizational Information:** Provide specific information concerning the Proposer in this section, including the legal name, address and telephone number and the type of entity (sole proprietorship, partnership, Limited Liability Company or corporation). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the Proposal must be clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the Airport must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.
  - ii. **Section II – Qualifications and Experience:** Proposer shall demonstrate financial and sufficient resources to meet the requirements of the Project as proposed herein. Proposer shall submit the following information with the Proposal (or if requested by Owner, as indicated):
    - (A) Evidence illustrating Proposer has the economic resources to complete the requirements of the Project with a demonstrated responsible financial record (if Requested by Owner after opening of Proposals).
    - (B) **Evidence illustrating Proposer has a minimum five (5) years previous experience in repairing, installing and /or otherwise replacing controls panels and other work as outlined in the Specifications and Scope of Work above on the Tele-Radial Bridge.**

- (C) Evidence illustrating Proposer has sufficient personnel to perform work on the Project in an expedited manner once the necessary equipment and materials for the Project are delivered.
  - (D) Evidence illustrating Proposer has the ability to provide quality customer service to the Authority.
- iii. **Section III – Project Timeline – Time is of the Essence:** Owner recognizes there is a lead time to acquire the necessary replacement units for the Project. Proposer must include an estimation of this lead time and a timeline of when it can then appear on-site to perform the work and complete the Project. **Time is of the essence** to the Owner to complete the Project as soon as possible to allow for the Tele-Radial Bridge to be functional and back in service for public use.
- iv. **Section IV – Insurance:** The Proposer will be required to maintain comprehensive public liability and property damage insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit during the term of the Contract and any renewals thereof. Such insurance policies must name the Authority/the Airport, its Board of Directors, its offices, and its employees as additional insureds to the full extent of Proposer’s insurance coverage but in no event less than required minimum coverage limit amount.
- v. **Section V – Airport Security Requirements:** The Proposer shall comply with all ERI security regulations as prescribed by 49 CFR, Part 1542, and existing ERI security policies. Proposer, and all of Proposer’s employees, agents, guests, contractors, suppliers, and invitees shall, at all times, comply with all rules and regulations of authorities having jurisdiction at ERI and must comply immediately to any request or order from such authorities. Proposer is responsible and shall pay for all attorney fees, fines, forfeitures and other costs incurred by ERI as a result of any security violation by or associated with the Proposer.

The Proposer will ensure all personnel working in restricted areas obtain the appropriate airport identification badges. Personnel of Proposer will be required to complete all necessary forms, submit fingerprints and consent to both a Criminal History Record Check and a Security Threat Assessment. The costs of obtaining badges shall be the responsibility of the Proposer. Owner shall have complete control over granting, denying, withholding or terminating all security clearances. A security clearance is required of everyone working in restricted areas of ERI.

- vi. **Section VI – Project Cost:** The Proposer shall provide the cost to complete the Project as specified in Section 3 of the Instructions, including the price of (a) the units/kits/equipment; (b) technicians to perform on-site installation/replacement of components, including engineering of the kit/s and necessary program updates, and the testing and commission of the Tele-Radial Bridge, including costs associated with travel to the site; and (c) freight costs.

**11. MODIFICATION OR WITHDRAWAL OF PROPOSAL**

- A. Proposer may modify or withdraw their Proposal at any point up to the specified time and date identified for receipt of Proposals. Any request for Proposal withdrawal or modification by the Proposer that is received after the specified time and date for receipt of Proposals will be returned unopened to the sender.
- B. Any modification to a Proposer's Proposal, subject to the time constraint noted herein, must be made on the proposal forms contained in the Contract Documents. The Proposer's authorized representative must sign the modification. The modification shall be placed in a sealed envelope and the statement "Modification to Proposal" shall be legibly marked in the upper left hand corner. Withdrawal of a Proposal may be made, subject to the time constraint noted herein, only with written confirmation under signature of the Proposer.

**12. SUBMISSION OF PROPOSAL**

- A. Proposers must submit one (1) original and three (3) copies of the submitted Proposal. Proposals will be received at the Owner's (Erie Regional Airport Authority's) business office by calling the Airport Police duty cell 814-397-9911 for arrangements at 4411 West 12th Street, Erie, PA 16505 until April 21, 2026 at 3 pm, local time. Owner is not responsible for late mail or late deliveries. Proposal responses received after the due date and time shall not be opened and returned to the Proposer. All proposals shall be received as hard copy in sealed envelopes that are marked: **ERAA, ATTN: DEREK MARTIN RE: "CONTROLS PANEL UPDATE FOR TELE-RADIAL BRIDGE PROPOSAL," 4411 West 12<sup>th</sup> Street, Erie, PA 16505.** NO telephone, facsimile, electronic, email or other form of response shall be accepted.
- B. Proposals shall be sent to arrive at the specified time and date for receipt of proposals. Proposals received after the specified time and date will not receive consideration and will be returned unopened. Proposals must be received, not postmarked by, the final filing date and time.

**13. SIGNATURE REQUIRED**

- A. The proposal shall be signed and dated by an authorized representative of the Proposer. All signatures shall be made with an ink pen.
- B. The Proposer's representative shall have the legal authority to obligate and bind the Proposer to the terms and conditions of the Contract Documents.
- C. The Proposer shall legibly state the name of the Proposer's representative, the legal name of the Proposer, the address of the Proposer including City, State and Zip Code, and the telephone number of the Proposer.
  - i. For Proposals by corporations, an officer of the corporation shall sign the Proposal, the State/Commonwealth of incorporation shall be identified and the corporate seal affixed.

- ii. For Proposals submitted by an agent, evidence of the power of attorney shall be attached to the Proposal.
- iii. For Proposals submitted by a partnership or joint venture, the Proposal shall identify the name of all firms and the authorized parties of all firms. A copy of the partnership/joint venture agreement shall be provided to the Owner as an attachment to the Proposal.

**14. PROPOSAL OPENING**

- A. All proposals submitted prior to the stated time and date for receipt of proposals will be publicly opened at the Owner's business office at 3 p.m. local time on April 21, 2026 and the Owner shall publicly read aloud the names of the entities which have submitted Proposals. Proposers, their authorized agents, and other interested parties are invited to attend. Due to the length of the Proposals, the entire Proposal may not be read aloud.
- B. Proposals submitted after the stated time and date for receipt of proposals will be automatically rejected without consideration and will be returned unopened.
- C. All Proposals timely submitted shall be referred to the Owner's Evaluation Committee for review and analysis.

**15. SELECTION PROCESS**

A. Evaluation Committee

- i. An evaluation committee ("Evaluation Committee") comprised of ERI staff members will conduct an evaluation of the Proposals. Owner may utilize the services of appropriate experts to assist in the evaluation process if determined by the Executive Director to be necessary.
- ii. The initial screening will be based on an objective review of the Proposals received based on the criteria set forth in this RFP.
- iii. If the Owner determines to request financial information from the Proposer and/or reach out to references or acquire other information pertaining to Proposer's qualifications and experience to perform the work of the Project, Owner will do so prior to making a final evaluation of the Proposals.

B. Evaluation Criteria

- i. Proposals will be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):
  - (A) Responsiveness to the RFP.

- (B) The ability to design or acquire the units/kits/equipment specified in the Contract Documents that is compatible with Owner's Tele-Radial Bridge.
  - (C) Ability to acquire the units/kits/equipment and assign qualified technicians to install, test and commission the work on-site in as timely manner as possible, noting time is of the essence to the Owner.
  - (D) Expertise of Proposer's technicians in replacing controls panels and performing work on the type of Tele-Radial Bridges owned by Owner.
  - (E) Quality of work as verified by references, if requested.
  - (F) Overall quoted price to complete the Project.
- ii. The Owner may, during the evaluation process, request from any Proposer additional information which the Authority deems necessary to determine the Respondent's ability to perform the required services. If such information is requested, the Respondent shall be permitted three (3) business days to submit the information requested.
  - iii. Proposals may be held by the Owner for purposes of review and evaluation by the Owner for a period not to exceed 60 calendar days from the stated date for receipt of proposals. The Proposer shall honor its Proposal for the duration of this period of review and evaluation.
  - iv. The Owner reserves the right to select the Proposal which in its sole judgment best meets the need of the Authority. The Owner reserves the right to waive any informality or irregularity discovered in any Proposal, which in the Owner's judgment best serves the Owner's interest. In the event of a discrepancy between the written and numeral values, the written value shall take precedence. The Owner reserves the right to waive any informality in the Proposals and to reject any and all Proposals.

#### C. Finalist Interviews

- i. After initial screening, the Evaluation Committee may at its sole discretion, select those Proposers deemed most qualified for this project for further evaluation through an interview. The Evaluation Committee may alternatively elect to proceed without interviews and submit its recommendation to the Owner's Board of Directors. Interviews of these selected Respondents may be conducted as part of the final selection process. If it is determined that finalist interviews are necessary, finalists will be notified in advance of the time and location of such interviews.
- ii. The Owner may, during the evaluation process, request from any Proposer additional information in which the Owner deems necessary to determine the Proposer's ability

to perform the required services. If such information is requested, the Owner shall be permitted three (3) business days to submit the additional information requested.

## **16. ACCEPTANCE AND REJECTION**

- A. Any Proposal submitted will be accepted or rejected by official action of the Owner within a period of 60 days from Proposal due date.
- B. The Owner reserves the right to waive any informality or irregularity in any Proposal, to accept the proposal(s) that in the Owner's sole judgment is/are deemed the most desirable and advantageous to the Owner, to reject any and all Proposals, or to re-advertise for proposals, to such extent as the Owner, in its sole opinion, deems necessary or desirable.
- C. Causes for rejection of Proposals include but are not limited to:
  - i. Submittal of an irregular Proposal;
  - ii. Submittal of more than one Proposal from the same partnership, firm or corporation;
  - iii. Failure by Proposer to submit the Proposal prior to the stated time and date for receipt of Proposals;
  - iv. Failure by Proposer to provide all information required of the Proposal forms;
  - v. Failure by Proposer to comply with the requirements of Proposal instructions;
  - vi. Determination by the Owner that Proposer is not qualified to accomplish the Project work as described;
  - vii. Determination by the Owner that the Proposer has placed conditions on or qualified their Proposal;
  - viii. Discovery of any alteration, interlineations or erasure of any project requirement by the Proposer;
  - ix. Evidence of collusion among Proposers.

## **17. CANCELLATION OF AWARD**

At any time prior to execution of a contract agreement, the Owner reserves the right to cancel the award for any reason without liability to the Proposer at any time prior to execution of the contract.

## **18. SUBCONTRACTORS**

A Proposer's proposed subcontractors shall also be a basis for evaluating responses. The Owner reserves the right to review information regarding all subcontractors proposed. The Owner reserves the right to reject any or all proposed subcontractor(s) listed thereon before the agreement is awarded. Except for reasons of security, the Owner shall not reject any such listed

subcontractor(s) after the agreement is awarded by the Owner. No subcontractors shall be replaced by another without the written consent of the Owner.

#### **19. NOTICE OF AWARD OF CONTRACT**

It is the intent of the Owner, after a period of review and evaluation, to award a contract to the responsible Proposer that submits the most impressive responsive Proposal. The successful Proposer will be informed their Proposal has been accepted through the Owner's issuance of a Notice of Award. The Notice of Award shall not be construed as a binding agreement. The proper execution of a written agreement shall serve as the binding agreement.

#### **20. REQUIRED INSURANCE AND CERTIFICATES OF INSURANCE**

Successful Proposer agrees to maintain insurance sufficient to protect Owner from any and all claims and all other liability associated with Proposer's implementation of the advertising Program, which insurance shall include general liability insurance at least in the amount of One Million Dollars (\$1,000,000.00). Successful Proposer agrees to provide Owner, upon execution of the written contract between the parties, with certificates evidencing the required coverage.

#### **21. CONTRACT AGREEMENT**

In case a successful Proposer shall not, within five (5) calendar days after the Notice of Award of the Owner's acceptance is issued, perform his Proposal by entering into a written contract with the Owner. Failure of Proposer to enter into a written contract with Owner consistent with this Proposal shall result in Owner awarding the contract to another Proposer.

#### **22. APPROVAL OF THE CONTRACT AND NOTICE TO PROCEED**

- A. Upon receipt of the executed written contract and Certificate of Insurance from the successful Proposer, the Owner will complete execution of the written contract conditioned upon the Owner's judgment that it remains in the Owner's best interest to enter into the Agreement.
- B. Delivery of the fully executed Contract to the successful Proposer shall constitute the Owner's approval to be bound by the successful Proposer's proposal and all terms and conditions of the Contract Documents. Owner shall issue a Notice to Proceed at that time.
- C. Upon satisfactory execution of the Contract by the successful Proposer and the Owner, all references to "Proposer" in the proposal documents become equivalent to the term "Contractor".

#### **23. PROPOSAL PROTEST PROCEDURE**

The following procedures apply to any Proposer or prospective Proposer who is assertedly aggrieved in connection with the advertisement for proposals, contract solicitation or award of the proposal for this project. A REQUEST FOR THE INTERPRETATION OF THE MEANING OF THE CONTRACT DOCUMENTS SHOULD BE MADE UNDER SECTION 8

OF THE INSTRUCTIONS TO PROPOSERS “CHANGES AND ADDENDA TO CONTRACT DOCUMENTS.”

**A. Protests Prior to Proposal Opening.** Any Proposer or potential Proposer desiring to file a protest regarding alleged improprieties in the advertisement, solicitation, proposal specifications or any other proposal document or the process utilized prior to proposal opening (“Proposal Process”) must submit the protest in writing to and be received by Owner’s Executive Director, not less than five (5) calendar days prior to the deadline established for the receipt of proposals. Any protest of this nature received after this deadline will not be reviewed and will be dismissed as untimely. The protest must be in writing, signed by or behalf of the Proposer or potential Proposer making the protest, and must:

- i. Identify the Proposer or potential Proposer submitting the protest;
- ii. Identify the protest as “Proposal Protest – Controls Panel Update/Tele-Radial Bridge Project”;
- iii. Clearly state the factual and legal grounds for the protest; and
- iv. Include any supporting information necessary or appropriate for the Executive Director to make a determination whether the protest has merit.

The Executive Director shall review the protest and, if any modifications to the Proposal Process are necessary, the Owner will issue one or more addenda setting forth any changes, which addenda will be sent to all holders of Contract Documents at the respective addresses furnished for such purposes. Owner shall follow the procedure set forth in Section 8 of the Instructions to Proposers regarding the issuance of any addenda. Owner will further, if determined to be necessary or appropriate, extend the proposal deadline to allow for Proposers to incorporate the modifications into their proposals. If the Executive Director determines that no modifications are required, the Owner will notify the protestor in writing of his decision with a response to each substantive issue raised by the protestor. This response shall be issued to the protestor not later than twenty-four (24) hours prior to the date fixed for the opening of proposals.

**B. Protests After Proposal Opening.** Protests after proposal opening will be considered only as to issues which were not apparent before proposal opening. After proposal opening, no protests concerning the Proposal Process will be considered. Any Proposer desiring to file a protest after proposal opening, including a protest of the contract award, must be submitted in writing and received by the Executive Director (at ERAA offices, 4411 W. 12<sup>th</sup> Street, Erie, PA 16505) within three (3) calendar days of the date the protestor knew or should have known of the facts giving rise to the protest. No protest will be accepted that is filed more than three (3) calendar days after the date the Owner awards the contract. A decision by the Owner to exercise its right to reject all Proposals may not be the subject of a protest and is not appealable. The protest must be in writing, signed by or behalf of the Proposer or potential Proposer making the protest, and must:

- i. Identify the Proposer making the protest;
- ii. Identify the protest as “Proposal Protest – Controls Panel Update/Tele-Radial Bridge Project”;
- iii. Clearly state the factual and legal grounds for the protest; and
- iv. Include any supporting information necessary or appropriate for the Executive Director to make a determination whether the protest has merit; and
- v. Indicate the action, ruling or relief desired from the Owner.

Within seven (7) calendar days from the date the protest is received, Owner’s Executive Director shall make a determination on the protest based on the information provided and such other investigation as the Executive Director deems appropriate. The Executive Director shall inform the protestor in writing of his determination with respect to each substantive issue identified in the written protest.

Any protestor that is aggrieved by any decision of the Owner’s Executive Director under this paragraph may appeal the Executive Director’s decision to the Owner’s Board of Directors. Any appeal of a decision of the Executive Director must be made in writing and received by the Owner’s Board of Directors (at ERAA offices, 4411 W. 12<sup>th</sup> Street, Erie, PA 16505) within three (3) business days of the date the decision was rendered by the Executive Director. The notice of appeal shall be in writing, signed by or on behalf of the Proposer or potential Proposer making the protest and must:

- i. Clearly identify the decision being appealed, including identifying protest as “Proposal Protest Appeal – Controls Panels Update/Tele-Radial Bridge Project”;
- ii. Clearly state the factual and legal grounds for the appeal; and
- iii. Including any supporting information necessary or appropriate for the Board of Directors to make a determination whether the appeal has merit.

Owner’s Board of Directors may request the parties affected by the appeal to provide such additional information as necessary to make a decision on the appeal. Following a determination on the appeal by the Board of Directors, the Board of Directors shall notify the party making the appeal of the determination of the Board of Directors with respect to each substantive issue raised in the appeal. Any appeal from an action of the Board of Directors in connection with any protest shall be made to the Federal Aviation Administration in accordance with 49 C.F.R. §18.36(b)(12)(i-ii) and/or to a court of competent jurisdiction when so authorized by applicable Pennsylvania and federal law.

**24. NON-COLLUSION AFFIDAVIT**

Proposer must submit with the proposal an executed non-collusion affidavit, which affidavit is included in the Contract Documents.

## **25. CIVIL RIGHTS/FEDERAL OBLIGATIONS**

The Proposer agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Proposer from the proposal solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the Proposer or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- A. the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- B. the period during which the airport sponsor or any transferee retains ownership or possession of the property.

The Proposer also agrees it is bound to comply with the nondiscrimination requirements outlined in FAA Order 1400.11A and the federal legislation outlined in the Federal Aviation Administration grant assurances for Airport Sponsors, including the Build America, Buy America Act.

## **26. CIVIL RIGHTS — TITLE VI ASSURANCES.**

- A. Title VI Solicitation Notice - Appendix 4 of FAA Order 1400.11

The Owner/Erie 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 Proposers 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 proposals 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.

- B. Compliance with Nondiscrimination Requirements – Appendix 4 of FAA Order 1400.11

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- i. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- ii. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- iii. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- iv. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- v. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - (A) Withholding payments to the contractor under the contract until the contractor complies; and/or
  - (B) Cancelling, terminating, or suspending a contract, in whole or in part.
- vi. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials

and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**27. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (29 USC § 201, ET SEQ.)**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The Proposer/contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Proposer/contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

**28. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation shall incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Proposer/contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Proposer/contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Proposer/contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**29. PENNSYLVANIA RIGHT-TO-KNOW LAW – ACT 3 OF 2008, 65 P.S. §§ 67.101 ET SEQ.**

- A. The work contemplated to be performed by the Contractor and any Subcontractor pursuant to any contract let pursuant to this Request for Proposals is determined to be a transaction or activity of the Owner, which is determined to be an agency subject to the Pennsylvania Right-to-Know Law. 65 P.S. §§ 67.101 et seq (the “RTKL”). The Contractor shall comply with these provisions pertaining to the RTKL.

- B. Unless the Contractor provides the Owner, in writing, with the name and contact information of another person, the Owner shall notify the Contractor using the information provided by the Contractor in the contact information provided in this Agreement if the Owner needs the Contractor's assistance in any matter arising out of the RTKL. The Contractor shall notify the Owner in writing of any change in the name or the contact information within a reasonable time prior to the change.
- C. Upon notification to the Contractor that the Owner has received a request for records under the RTKL, the Contractor shall fully assist the Owner in responding to the request. Such assistance shall include providing the Owner within three (3) days, access to, and copies of, any document or information arising out of the Agreement, in possession of the Contractor or a Subcontractor, that the Owner deems a Public Record ("Requested Information") and providing such other assistance as the Owner may request in order to comply with the RTKL. If the Contractor is unable to provide the Requested Information within three (3) days for one of the reasons specified in the RTKL, the Contractor must immediately notify the Owner that it will need up to an additional twenty-five (25) days, and must provide in writing the reason the additional time is needed. If the Contractor fails to provide the Requested Information to the Owner within the period specified in this provision, the failure shall be considered an event of default and the Contractor shall pay, indemnify and hold the Owner harmless for any damages, penalties, detriment or harm that the Owner may incur as a result of the Contractor's failure. If the Office of Open Records or the Pennsylvania Courts determines that a record in the possession of the Contractor is a public record subject to disclosure, liquidated damages of \$300 per day will be assessed for each calendar day beyond the date the Contractor was required to provide the record by the Office of Open Records, or upon appeal, the Pennsylvania Courts.
- D. The Owner's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. If the Contractor considers the Requested Information to be a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the Owner as such, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within five (5) days of being notified of the request by the Owner. If, upon review of the Contractor's written statement, the Owner still decides to provide the Requested Information, Contractor will not challenge or in any way hold liable the Owner for such a decision.
- E. The Owner will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- F. Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the Owner's disclosure of Requested Information pursuant to the RTKL. Contractor's duties relating to the RTKL

are continuing duties that survive the expiration of this Agreement and shall continue as long as the Contractor has Requested Information in its possession.

**END OF INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS**

**NON-COLLUSION AFFIDAVIT**

**NON-COLLUSION AFFIDAVIT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

Proposal Title: Controls Panel Update for Tele-Radial Bridge Project at ERI

Contractor/Proposer \_\_\_\_\_ being  
first duly sworn, deposes and says that he is \_\_\_\_\_  
(sole owner, a partner, president, secretary, etc.) of

\_\_\_\_\_ the party making the foregoing proposal; that such proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that said Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal Price of said Proposer or any other Proposer, or to fix any overhead, profit or cost element of such Proposal Price, or of that of any other Proposer, or to secure any advantage against the Erie Regional Airport Authority or anyone interested in the proposed Agreement; that all statements contained in such proposal are true; and, further, that said Proposer has not, directly or indirectly, submitted his Proposal Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said Proposer in his general business.

Signed:

\_\_\_\_\_

Subscribed and sworn to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_

Seal

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

## **FORM OF PROPOSAL**

**FORM OF PROPOSAL**

**Controls Panel Update for Tele-Radial Bridge - Erie Regional Airport Authority**

Proposal of \_\_\_\_\_

hereinafter called ("Proposer") a corporation\*, organized under the laws of the

State/Commonwealth of \_\_\_\_\_, a

partnership\*, or an individual\* doing business as

\_\_\_\_\_ to ERIE

REGIONAL AIRPORT AUTHORITY (hereinafter called "Owner").

The Proposer, in compliance with the invitation for proposals for the controls panel update to the Owner's Tele-Radial Bridge, having examined the specifications with related documents, and being familiar with all of the conditions surrounding the procurement, hereby proposes to furnish the materials and technical labor to complete the Project in accordance with the Contract Documents.

Proposer acknowledges receipt of the following addenda (if any):

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

Proposer agrees to perform all the work described in the Contract Documents. Proposer submits the following as its Proposal, in conformance with **Section 10.B** of the Instructions to Proposers and General Provisions ("Instructions"): ***[NOTE: When additional space is needed, attach additional pages, clearly indicating which Section of the Contents of Proposal you are supplementing.]***

**Section I – Organizational Information (Section 10.B.i of the Instructions):**

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

**Section II – Qualifications and Experience (include information in response to paragraphs (B) – (D) of Section 10.B.ii of the Instructions):**

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**Section III – Project Timeline – Estimation of Timely Completion of the Project – time being of the essence (Section 10.B.iii of the Instructions):**

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**Section IV – Acknowledgement and Acceptance of Insurance Requirements (Section 10.B.iv of Instructions):**

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Proposer agrees to provide proof of insurance as outlined in the Instructions

**Section V – Acknowledgement and Acceptance of Airport Security Requirements (Section 10.B.v of the Instructions):**

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**Section VI – Project Cost (Section 10.B.vi of the Instructions):**

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The contract will be awarded to the RESPONSIBLE PROPOSER submitting the Proposal that is most responsive to the Contract Documents and who is deemed to best meet the Proposal criteria outlined in the Contract Documents.

Proposer understands that the Owner reserves the right to reject any or all Proposals and to waive any formality, informality, information and/or errors in the Proposal procedure/s.

The Proposer agrees that this proposal shall be good for sixty (60) calendar days and may not be withdrawn prior to June 22, 2026.

Upon issuance of written Notice of Award of this proposal, Proposer will execute a mutually agreeable written contract, which terms shall be consistent with these Contract Documents, within five (5) calendar days.

Respectfully submitted:

Name of Proposer: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name and Title: \_\_\_\_\_  
(Print or Type)

Company Name/Business Address/Telephone/Email:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(SEAL if proposal is by a corporation)

**CERTIFICATE AS TO CORPORATE PRINCIPAL  
PROPOSAL**

I, \_\_\_\_\_, certify that I am  
the \_\_\_\_\_ of the corporation named as Proposer in  
the above Proposal; that \_\_\_\_\_, who signed the said Proposal on  
behalf of the Proposer was then \_\_\_\_\_, of said corporation; that I  
know his/her signature and his/her signature thereto is genuine; and that said Proposal was duly  
signed, sealed and attested to for and in behalf of said corporation by authority of its governing  
body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal)

**ATTACHMENT A**  
**“ACKNOWLEDGMENT AND REGISTRATION”**

**ATTACHMENT A  
ACKNOWLEDGEMENT AND REGISTRATION**

Send via e-mail to: [mimagee@erieairport.org](mailto:mimagee@erieairport.org) or mail to: Michelle Magee  
Erie Regional Airport Authority  
4411 West 12<sup>th</sup> Street  
Erie, PA 16505

RE: RFP Controls Panel Update/Tele-Radial Bridge Project - ERI

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

Receipt of the RFP for Controls Panel Update/Tele-Radial Bridge Project is hereby acknowledged with the following comments:

\_\_\_ We intend to submit a proposal on or before \_\_\_\_\_.

\_\_\_ We do not intend to submit a proposal.

Amendments and Addenda to this RFP\* should be sent to:

Business Name: \_\_\_\_\_

Contact: \_\_\_\_\_

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

City, State, and Zip Code: \_\_\_\_\_

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

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

E-mail Address: \_\_\_\_\_

Website: \_\_\_\_\_

\*All prospective Proposers are nonetheless responsible for ensuring they are in receipt of all Addenda; Owner takes no responsibility for ensuring Proposer receives notice of Addenda to the RFP and contract documents.

**END OF CONTRACT DOCUMENTS**