

**ERIE REGIONAL AIRPORT AUTHORITY**

**Request for Proposals**

**AIRPORT TERMINAL INDOOR ADVERTISING CONCESSIONAIRE**

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**PROPOSAL NOTICE/LEGAL ADVERTISEMENT**

**ADVERTISEMENT  
REQUEST FOR PROPOSALS  
FOR AIRPORT-TERMINAL INDOOR ADVERTISING CONCESSION  
PROGRAM  
FOR THE  
ERIE INTERNATIONAL AIRPORT, TOM RIDGE FIELD**

Sealed proposals for the development, installation, management and operation of an In-Terminal Advertising Concession Program (“Proposals”) will be received at the Erie Regional Airport Authority (ERAA) office at 4411 West 12<sup>th</sup> Street, Erie, PA 16505 until December 17, 2018 at 3 pm, 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: MICHELLE MAGEE, RE: “AIRPORT-TERMINAL INDOOR ADVERTISING CONCESSION PROGRAM 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 November 19, 2018, 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 must 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).** Proposers are responsible for obtaining Addenda. Additionally, 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.

Each Proposal must be accompanied by a certified check or proposal guaranty, made payable to the Erie Regional Airport Authority, in the amount of Two Thousand Five Hundred Dollars (\$2,500) in the form and subject to the conditions provided in the Contract Documents. Proposal responses shall conform to all requirements set forth in the Contract Documents.

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; Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

Advertised:

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. Three airlines serve Erie: American Airlines, Delta Air Lines, and United Airlines. ERI has non-stop jet service to Philadelphia, Detroit, and Chicago. ERI has two runways (6-24 and 2-20), a Federal Air Traffic Control Tower, and ILS instrument approach. ERI 50 based aircraft, hangars and tie downs, a Fixed Base Operator (FBO), and a Flight School. Runway 6-24 is 8,420 feet long and Runway 2-20 is 3,508 feet long.

The Owner is currently engaged in its Airport Master Plan Update. Yearly enplanements are slightly less than 100,000 total passengers.

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 three airline ticket counters, three rental car counters, luggage carousel, lobby area, a vending area, and a full-service restaurant.

### **3. GENERAL DESCRIPTION OF WORK**

The Owner is seeking proposals from responsible qualified firms (“Proposer”) with a minimum of five years experience that demonstrates expertise in the development, installation, management, and operation of an Airport Terminal Indoor Advertising Concession Program (“Program”).

The Program will include modern airport advertising concepts and mediums such as digital, interactive, and static and non-static displays. Selected Proposer shall seek solicitations from local, regional, and national advertising companies, be responsible for installation, upkeep and rotation of equipment and displays indoors at ERI. The overall goal of the RFP is to provide all Airport users with an aesthetically pleasing environment which reflects state of the art advertising concepts and utilizes space in a way that optimizes advertising effectiveness and revenue generation. The selected Proposer must also make every effort to obtain meaningful and substantial participation of disadvantaged business enterprises in all aspects and phases of the Program as described in more detail in this RFP, including but not limited to employment, marketing/promotion, operations, maintenance, and management of the Program. The enclosed documents provide the instructions, background information and forms from which Proposers are to develop their proposals to the Authority (“Contract Documents”).

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

Proposer shall submit the Acknowledgement and Registration form, identified as “Attachment A” to the RFP by December 10, 2018 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 Program.
- 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 Program.
- 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 Program.
- 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 financial capability to implement the Program. The Proposer shall demonstrate that they are a responsible firm that possesses the skills, abilities, and integrity to faithfully implement the Program.
- 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. A public accountant must certify such statements and reports.

- 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; Proposal Submission Checklist; Contract; Notice of Award; Notice to Proceed; 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, December 12, 2018. **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 Program or the Contract.
- 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, December 10, 2018.

## 9. PRE-SUBMITTAL CONFERENCE

- A. A non-mandatory pre-submittal conference (“Pre-Submittal Conference”) will be held on December 3, 2018 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 terminal and concession areas beyond security screening.
- B. The purpose for this meeting is for prospective Proposers to inspect the premises, including all “Assigned Areas” as designated in Attachment B to this RFP (see Section 10.B.iii, below) 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 finance, develop, and operate the advertising Program as proposed herein. As provided in Section 6, above, Proposer shall submit the following information with the Proposal:

- (A) Evidence illustrating Proposer has the economic resources to finance, develop and operate the Program with a demonstrated responsible financial record.
- (B) Evidence illustrating Proposer has a minimum five (5) years previous experience in developing and operating a successful advertising program at an airport or major public organization.
- (C) Evidence illustrating Proposer has professional sales experience procuring local, regional, and national advertisers with a proven track record of successful advertising accounts.
- (D) Evidence illustrating Proposer has sufficient personnel to effectively develop and manage a profitable advertising concession program.
- (E) Evidence illustrating Proposer has the ability to provide quality customer service to the Authority and community.
- (F) References are required. Proposer shall provide names, addresses and telephone numbers of contact information of three (3) client agencies for whom similar services have been provided.

iii. **Section III – Project Approach and Work Schedule:** Currently, the current display area for advertising is in the main terminal building lobby area which includes backlit static advertising displays of various sizes, wall wraps, LCD screen in the baggage claim area, freestanding glass display pieces and a recreational vehicle display in the baggage claim area. There is also space for advertising available on the secure side of the terminal. These areas are designated with more specificity, and labeled as “Assigned Areas” in Attachment B to this RFP. The Assigned Areas are subject to reduction, expansion and/or relocation upon negotiation between Proposer and Owner. Proposer’s Proposal shall address all of the following:

- (A) Provide an overall description of how you will develop an aesthetically appealing advertising Program that is creative and unique and that is consistent with and complementary to the ERI terminal architecture and current themes reflective of the Erie region. It is important that the theme incorporates references and/or images of the natural beauty and natural resources and other points of interest in the Erie region.

- (B) Provide a description of how you would develop opportunities for short-term promotions and special event advertising.
- (C) Provide a description of how you would retain traditional airport advertisers while attracting new clients that represent the Erie region, its diverse business community and the elements of our region that make it a strong leisure destination.
- (D) Provide a description of the methodology developed to perform all required service, including all personnel assigned to fulfill the Contract obligations.
- (E) List the manufacture and item number of the proposed replacement displays that will be located in the ERI terminal building and include the tentative schedule for installation. Proposer shall agree to bear all expense associated with the mandatory upgrade of advertising displays by replacing (at a minimum) one-half of the current displays with new state-of-the-art digital technology advertising displays, said 50% replacement to occur within the first two (2) years of the Agreement. Proposer and Owner shall agree to the style and placement of any new display. Proposer shall refurbish/replace remaining displays as needed to ensure displays are aesthetically pleasing and create an enjoyable environment to the traveling public.
- (F) Specify the extent to which ERI personnel involvement will be deemed necessary, including key decision points at each stage of the project.

iv. **Section IV – Project Timeline:** Include an estimated timeline from issuance of a notice to proceed to project completion (e.g., full implementation of the advertising Program). This timeline shall include, but not be limited to, any significant milestones such as major equipment orders, start of site work, installation of components, acquisition of advertisers.

v. **Section V – Minimum Annual Guarantee and/or Percentage of Gross Sales:**

- (A) Proposer shall pay a rent that is greater of a Minimum Annual Guarantee (“MAG”) or a percentage rent based upon gross sales (see B below). The MAG shall be \$5,000 per quarter.

- (B) Proposer shall propose a percentage of gross sales to be paid to the Authority.

vi. **Section VI – Identification of Subcontractors:** Proposers shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, Proposers shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.

vii. **Section VII – Airport Concession Disadvantaged Business Enterprise (ACDBE).** Requirements:

- (A) Contracts pertaining to the concession program at ERI are subject to the requirements of 49 CFR Part 23 and Part 26 and the Airport's ACDBE Policy and Program requirements and contract provisions. The Airport's Administration Manager has been delegated as the ACDBE Liaison Officer (ACDBELO). In that capacity, the ACDBELO is responsible for compliance with all aspects of the ACDBE program. ERI has established an OVERALL 3-year ACDBE goal for the Airport. The goal for this solicitation is as follows:

**Airport Terminal Indoor Advertising Concession Goal: 0.4%;**

- (B) The Concessionaire shall submit the following information, as applicable: (1) the names and addresses of ACDBE firms and suppliers that will participate; (2) a description of the work that each ACDBE will perform; (3) the dollar amount of the participation of each ACDBE firm participating; (4) written and signed documentation committing to use an ACDBE whose participation it submits to meet a contract goal; and (5) written and signed confirmation from an ACDBE that it is participating in the concession as provided in the Concessionaire's commitment.
- (C) The ACDBE goal may be either a percentage of annual gross receipts, or percentage of total expenditures goods and services for and by the ERI advertising concessionaire, that are committed to certified ACDBE firms. The ACDBELO will determine whether the proposer's commitment for meeting the goal or Good Faith Effort to meet the goal is responsive and/or responsible.

To be Responsive, the Proposer must be in compliance with all requirements. If a proposal meets the package-specific goal or documents adequate good faith efforts in accordance with the Policies, then the ACDBELO shall notify the procuring department to regard the proposal as Responsive. Proposers must indicate their ACDBE commitment at the time proposals are due.

If a proposal neither meets the stated goal nor documents and submit adequate good faith efforts, nor provide the necessary documentation outlined in the ERI program and policy, then the ACDBELO shall notify the procuring department to regard the proposal as nonresponsive. Such determination shall result in no further consideration of the bid/proposal.

**Note:** All firms upon which ACDBE certification is being relied, whether as proposer, JV partner, goods and services provider, sub concessionaire, subcontractor or any other arrangement, must be certified as an ACDBE by a certifying member of the PAUCP upon submission of the Proposal. The amount and type of ACDBE participation proposed will become a firm commitment upon submission of the Proposal and if the Proposal is successful, will be monitored by the ACDBELO. The proposer agrees, as an expressed condition of its performance, to comply with the requirements of 49 CFR Part 23 and the appropriate provisions under the lease agreement. Proposer acknowledges that its failure to comply with these requirements may be a material breach of the Lease, and could result in suspension of the right to operate, termination, or such other remedy, as ERI deems appropriate.

- viii. **Section VIII – 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.
- ix. **Section IX – 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.

- x. **Section X – Agreement Term:** The term will be five (5) years. Proposer must include a statement acknowledging their willingness to accept the term.
- xi. **Section XI - Other obligations:** Proposer acknowledges and accepts the following obligations shall be the responsibility of the successful Proposer:
  - (A) Assign a local customer service contact who will be responsible for implementation of the final Agreement and shall ensure compliance of obligations and requirements. Proposer shall perform all management duties required to maintain and operate a superior advertising program while maximizing revenue production for Owner.
  - (B) Proposer agrees to finance all costs associated with the purchase, construction, installation, operation and maintenance of advertising, advertising materials and advertising displays, including any existing advertising displays located in the terminal area of ERI as of the commencement date of the Agreement.
  - (C) Negotiate and prepare written contracts with prospective advertisers. Proposer shall develop a standard advertising contract to be used which shall be subject to review and final approval by Owner. Proposer shall solicit and secure appropriate and willing advertisers for the advertising concession program, provided however, Owner shall have the right to approve or deny advertisers and advertising, including advertising design and content, in its sole and absolute discretion.
  - (D) Report to Owner all marketing activities and revenues in a required format to be determined by Owner and as may be amended from time to time.
  - (E) Monitor and replace expired advertising with interim promotional advertising as needed.
  - (F) Regularly clean, maintain and repair displays and related equipment with quality conditions in a timely manner.

- (G) Pay all costs associated with removal of any and all existing advertising media and/or fixtures and repair all surfaces to original condition.

**11. AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)**

- A. It is the policy of ERI that Airport Concession Disadvantaged Business Enterprises (“ACDBE”) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. ERI has developed and implemented an ACDBE program as required under Department of Transportation 49 CFR Part 23 and Part 26. The ACDBE program’s objective is to ensure full and fair access to concession opportunities for all businesses and in particular. ACDBE businesses. This concession is subject to the requirements of the United States Department of Transportation’s regulations, 49 CFR Part 23 of the Airport Concession Disadvantaged Business Enterprise (“ACDBE” program).
- B. The Concessionaire agrees that it shall not discriminate against any business owner because of the owner’s race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Respondent agrees to include the preceding statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that enters into and causes those businesses to similarly include statements in further agreements.
- C. It is ERI’s commitment to ensure the following:
  - i. Non-discrimination in the award and administration of opportunities for concessions at ERI;
  - ii. To create a level playing field on which ACDBEs can compete fairly for opportunities for concessions at ERI;
  - iii. That the ACDBE Program is operated in accordance with the FAA Regulations and other applicable law;
  - iv. That only firms that fully meet the eligibility requirements of the Regulations are permitted to participate as ACDBEs at ERI;
  - v. To help remove barriers to the participation of ACDBEs in opportunities for concessions at ERI; and,
  - vi. To provide appropriate flexibility in establishing and providing opportunities for ACDBEs at ERI.
- D. With respect to this advertising concession, Concessionaire agrees to undertake affirmative action as may be required by the Authority and by all federal and state

laws, rule and regulations pertaining to Civil Rights and Equal Opportunity, including but not limited to, Title 49, Subtitle A, Part 21; 49 CFR Part 23; and 14 CFR Part 152, Subpart E, Executive Orders 11246 and 11478 and Section 504 of the Rehabilitation Act of 1973 to the extent applicable and as such laws, rules, regulations and orders may be amended.

**12. 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.

**13. 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 at 4411 West 12th Street, Erie, PA 16505 until December 17, 2018 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: MICHELLE MAGEE, RE: PROPOSAL FOR AIRPORT TERMINAL INDOOR ADVERTISING CONCESSION, 4411 West 12th Street, Erie, PA 16505. NO telephone, facsimile, electronic, email or other form of response shall be accepted.
- A. 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.

**14. 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.

**15. 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 December 17, 2018 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 will 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.

**16. PROPOSAL SECURITY**

- A. Each Proposal must be accompanied by a certified check or bid guaranty payable to the Erie Regional Airport Authority in the amount of Two Thousand Five Hundred Dollars (\$2,500), said bid guaranty issued by a surety company authorized to do business in the Commonwealth of Pennsylvania and in a form acceptable to the Owner.
- B. The Proposer agrees that failure to execute the Contract upon notice of award will result in damages to the Owner. The Proposer further acknowledges and agrees that proving the amount of damages associated with this failure would be difficult to establish and, therefore, as guarantee of the payment of the same, the Proposal Security required in this Section shall be retained by and forfeited to the Owner.
- C. The Proposer expressly waives any right at law or in equity to any accounting from the Owner of particular items or elements of such damages and agrees that no action

by the Owner shall be necessary to enable the Owner to retain the amount of proceeds of said Proposal Security.

## 17. **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 hold individual interviews or meetings, prospective Proposers invited to participate will have the opportunity to discuss their 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 an aesthetically appealing advertising Program that is creative and unique; consistent with and complementary to the building architecture and current themes reflective of the ERI terminal building. Ability to incorporate the beauty, natural resources and destination points offered by/in Erie region.
  - (C) Ability to perform the services described; demonstrated ability of Proposer to market and promote Program and plan to obtain maximum patronage from local, regional, and national advertisers.
  - (D) Capability to effectively provide personnel and management to oversee operations of the concession and a successful sales organization to place advertising from regional and national accounts.
  - (E) Expertise of Proposer’s successful experience providing advertising services at airports or providing similar services to comparable entities.
  - (F) Quality of work as verified by references.

- (G) Providing quality types of digital advertising displays and a reasonable time table to implement the equipment.
  - (H) Generating maximum revenues to ERI based upon the MAG or percentage fee offered.
  - (I) Use of innovating concepts and creative use of advertising location in a manner aesthetically balanced with facility design and local environment.
  - (J) Willingness to accept the Owner's agreement terms, as specified in the RFP and contract documents.
  - (K) Compliance with Airport Concession and Disadvantaged Business Enterprise (ACBDE) program requirements.
  - (L) Financial capability.
- 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. Owner shall hold the Proposal Security until the evaluation of Proposals has concluded or until a contract has been formally executed.
  - 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 submits 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.

## **18. 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 of Proposer to furnish satisfactory Proposal guarantee;
  - v. Failure by Proposer to provide all information required of the Proposal forms;
  - vi. Failure by Proposer to comply with the requirements of Proposal instructions;
  - vii. Determination by the Owner that Proposer is not qualified to accomplish the project work or to implement the advertising Program as described/offered;
  - viii. Determination by the Owner that the Proposer has placed conditions on or qualified their Proposal;
  - ix. Discovery of any alteration, interlineations or erasure of any project requirement by the Proposer;

- x. Evidence of collusion among Proposers.

**19. 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.

**20. 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.

**21. 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 contract agreement shall serve as the binding agreement.

**22. 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 Contract, with certificates evidencing the required coverage.

**23. RETURN OF PROPOSAL SECURITY**

The Proposal security of the successful Proposer shall be returned upon successful execution of the Contract Documents as specific herein. Failure by the successful Proposer to execute the Contract Documents within the specified time shall result in forfeiture of the Proposal security. The Proposal guaranty of all unsuccessful Proposers will be returned promptly after a contract has been executed or in the event that all Proposals are rejected.

**24. CONTRACT AGREEMENT**

In case a successful Proposer shall not, within seven (7) 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 and within that time secure the performance of his contract with an acceptable performance bond as required herein, then his proposal security and the proceeds thereof shall be

and remain the absolute property of the Owner as liquidated damages, it being impossible to estimate the amount of damage such failure would occasion.

**25. APPROVAL OF THE CONTRACT AND NOTICE TO PROCEED**

- A. Upon receipt of the executed Contract and Certificate of Insurance from the successful Proposer, the Owner will complete execution of the 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".

**26. 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 seven (7) 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 – Indoor Terminal Advertising Concession";
  - 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 seven (7) calendar days of the date the protestor knew or should have known of the facts giving rise to the protest. However, no protest will be accepted that is filed more than seven (7) 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 – Indoor Terminal Advertising Concession”;
- 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 fifteen (15) 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 26.B. 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 – Indoor Terminal Advertising Concession”;
- 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.

**27. NON-COLLUSION AFFIDAVIT**

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

**28. CIVIL RIGHTS — GENERAL (49 USC § 47123)**

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 tenant/concessionaire/lessee 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.

29. **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.

**30. TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES – APPENDIX E OF APPENDIX 4 OF FAA ORDER 1400.11**

During the performance of this contract, if awarded, the Proposer/contract, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

**31. 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

**32. 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.

**33. 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:

\_\_\_\_\_

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**

**Airport-Terminal Indoor Advertising Concession Program  
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").

Ladies/Gentlemen:

The Proposer, in compliance with your invitation for proposals for the creation of an Airport-Terminal Indoor Advertising Concession program, having examined the specifications with related documents, and being familiar with all of the conditions surrounding the procurement, hereby proposes to furnish an Airport-Terminal Indoor Advertising Concession Program 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 of the Instructions to Proposers and General Provisions: ***[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 II – Qualifications and Experience (include information in response to paragraphs (A) – (F)):**

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**Section III – Project Approach and Work Schedule (include information in response to paragraphs (A) – (F)):**

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**Section IV – Project Timeline:**

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**Section V – Minimum Annual Guarantee and/or Percentage of Gross Sales:**

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**Section VI – Identification of Subcontractors:**

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**Section VII – Acknowledgement and Acceptance of Airport Concession Disadvantaged Business Enterprise (ACDBE) Requirements and Submission of ACDBE documentation if applicable:**

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**Section VIII – Acknowledgment and Acceptance of Insurance Requirements:**

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**Section IX – Acknowledgment and Acceptance of Airport Security Requirements:**

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**Section X – Acknowledgment and Acceptance of Agreement Term:**

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**Section XI – Acknowledgment and Acceptance of “Other Obligations”:**

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The contract will be awarded to the RESPONSIBLE PROPOSER submitting the Proposal that is most responsive to 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 February 15, 2019.

Upon issuance of written Notice of Award of this proposal, Proposer will execute the Contract attached within seven (7) calendar days. The Proposal security attached in the sum of Two Thousand Five Hundred Dollars (\$2,500) shall become the property of the Owner in the event the contract is not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

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)

**PROPOSAL SUBMISSION CHECKLIST**

## **PROPOSAL SUBMISSION CHECKLIST**

In order to be considered responsive, each prospective contractor must submit one (1) original and three (3) copies of the following documents as part of his/her proposal:

- A. Executed Form of Proposal (including Proposal Summary, any supplemental pages attached to Proposal Summary if necessary, and Certificate as to Corporate Principal)
- B. Certificates
  - i. Certificate as to Corporate Principal, if applicable
  - ii. Non-Collusion Affidavit
- C. Proposal Security in the form of a proposal bond or certified check

The successful contractor must submit the required insurance certificate/s prior to Contract signing.

**CONTRACT**

**CONTRACT**

THIS AGREEMENT, made and executed this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between Erie Regional Airport Authority, in the Commonwealth of Pennsylvania, being herein termed the OWNER, party of the first part, and \_\_\_\_\_ of \_\_\_\_\_, hereinafter termed the CONTRACTOR, party of the second part;

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the following work:

**ARTICLE 1. Statement of Work.**

The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work, including all extra work directed, all as required in the Contract Documents pertaining to the Airport Terminal Indoor Advertising Concessionaire program at Erie International Airport, Tom Ridge Field, located at 4411 W.12<sup>th</sup> Street, Erie, Pa 16505. The work shall be performed in strict accordance with all requirements of the Contract Documents, including addenda to said Contract Documents, which addenda are numbered and dated as follows:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____

as prepared by Erie Regional Airport Authority, which said Contract Documents and Addenda are incorporated herein, referenced and made a part hereof.

**ARTICLE 2. The Minimum Annual Guarantee and/or Percentage of Gross Sales.**

The Contractor shall pay Owner the following Rent/Concession fee, said fee to be the greater of a Minimum Annual Guarantee or a percentage rent based upon gross sales:

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

**ARTICLE 3. Contract Documents.**

The executed Contract Documents shall consist of the following component parts:

- (b) This instrument
- (c) Addenda as listed herein

- (d) Advertisement for Proposals
- (e) Instructions to Proposer and General Provisions
- (f) Non-Collusion Affidavit
- (g) Signed Copy of Form of Proposal

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modified.

**ARTICLE 4. Certificate/s of Insurance.**

The Contractor shall furnish Certificates of Insurance as described in Section 10.B.viii of the Instructions to Proposers in the Contract Documents. These Insurance Certificate/s must be furnished at the time of the execution of this document.

IN WITNESS THEREOF, the parties to these presents have executed this Contract as of the year and day first above mentioned.

ATTEST:

Erie Regional Airport Authority Pennsylvania  
(Owner)

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Contractor)

ATTEST:

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

(Address and Zip Code)  
\_\_\_\_\_  
\_\_\_\_\_



**NOTICE OF AWARD**

**NOTICE OF AWARD**

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

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACT FOR: Airport-Terminal Indoor Advertising Concession Program, Erie International Airport, Tom Ridge Field, Erie, PA, Erie Regional Airport Authority

\_\_\_\_\_  
(Name of Successful Proposer)

You are notified that your Proposal dated \_\_\_\_\_, 2019 for the above Contract has been considered. You are the apparent successful Proposer and have been awarded a contract for the Erie Regional Airport Authority's Airport-Terminal Indoor Advertising Concession Program, Erie International Airport, Tom Ridge Field, Erie, PA. All terms, conditions, specifications and prices shall be in accordance with the Erie Regional Airport Authority's Contract Documents, and all Addenda (if issued), and your Proposal publicly opened on December 17, 2018. One original of the Contract accompanies this Notice of Award.

You must comply with the following conditions precedent within seven (7) calendar days of the date of this Notice of Award, which is by December 24, 2018. You must deliver to the Erie Regional Airport Authority, c/o George Doughty, Executive Director:

- 1.0 One fully executed counterpart of the Contract; and**
- 2.0 Insurance Certificate(s) as specified by the Contract Documents.**

Failure to comply with these conditions within the time specified will entitle the Erie Regional Airport Authority to consider your proposal abandoned, to annul this Notice of Award and to declare your proposal security forfeited.

Within ten (10) calendar days after you comply with these conditions, the Erie Regional Airport Authority will return to you one fully signed counterpart of the Contract and issue a Notice to Proceed and return your proposal bond security.

Erie Regional Airport Authority

By: \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Name/Title)

**NOTICE TO PROCEED**

**NOTICE TO PROCEED**

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

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACT FOR: Airport-Terminal Indoor Advertising Concession Program, Tom Ridge Field, Erie, PA, Erie Regional Airport Authority

\_\_\_\_\_  
(Name of Contractor)

You are notified that you are to start performing your obligations under the Contract Documents.

Before you may start any Work at the site the Instructions to Proposers provide that you must deliver to the Erie Regional Airport Authority the certificate/s of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Erie Regional Airport Authority

By: \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Name/Title)

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

**ATTACHMENT A  
ACKNOWLEDGEMENT AND REGISTRATION**

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

RE: RFP Airport-Terminal Indoor Advertising Concession

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

Receipt of the Airport-Terminal Indoor Advertising Concession is hereby acknowledged with the following comments:

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

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

Registration for the Pre-Submittal Conference:

\_\_\_ We intend to attend the Pre-Submittal Conference on (insert date and time)  
Number of attendees: \_\_\_\_\_

\_\_\_ We do not intend to attend the Pre-Submittal Conference.

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**