

COUNTY OF WESTCHESTER
NEW YORK

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

ADDENDUM NO. 8

July 20, 2017

REQUEST FOR PROPOSALS SEEKING A PUBLIC-PRIVATE PARTNERSHIP
FOR THE LEASE, MANAGEMENT, OPERATION, MAINTENANCE AND IMPROVEMENT OF
WESTCHESTER COUNTY AIRPORT

The attention of the Proposers is directed to the following clarifications and amendments affecting the above-referenced RFP.

1. Changes Related to Minimum Responsibilities

The following three paragraphs are hereby added to the end of Section I.F “Minimum Responsibilities” in the RFP:

Notwithstanding the terms of Section I.F.4 above, if the Preferred Proposer is unable to agree and finalize the terms and conditions of the Airport Use Agreement with the airlines, after using reasonable good-faith efforts to do so, such failure shall not give rise to a forfeiture of such Preferred Proposer’s Proposal LOC, Cash Deposit or Closing LOC, unless such failure resulted from an inability to agree on airline fees and any related Total Annual Contribution that are greater than those contemplated in document titled “Draft Airport Use Agreement – HPN Term Sheet (7 5 17),” posted in the Data Room as item No. 10.3 (the “AUA Term Sheet”). . If requested by the Preferred Proposer, this clarification change will be made in Section 2.3 or Section 2.4 of the form Lease, pre-execution.

Notwithstanding the terms of Section I.F.4 above, or the note on page 1 of the draft Schedule 1 (Operating Standards) to the form Lease dated July 7, 2017 in the Data Room (the “Form Lease”), if the Preferred Proposer is unable to agree and finalize with the County any modifications and/or additions to such Schedule 1 (Operating Standards) in the Data Room on the Proposal due date (including, without limitation, any additional detailed technical standards), after using reasonable good-faith efforts to do so, such failure shall not give rise to a forfeiture of such Preferred Proposer’s Proposal LOC, Cash

Deposit or Closing LOC. If requested by the Preferred Proposer, this clarification change will be made in Section 2.3 or Section 2.4 of the form Lease, pre-execution.

Capitalized terms used without definition in the preceding two paragraph have the meanings set forth in the Form Lease or the AUA Term Sheet, as applicable.

2. Changes Related to Statement of Personnel Commitment

Pursuant to the response to Request for Clarification #64, the form of the statement required by Section II.C.7.a.v “Statement of Personnel Commitment” on page 23 of the RFP is hereby replaced by the following:

“[Key Personnel name] is currently employed by [organization] and is available for work on the project in the position identified as [.....]. The Proposer understands that requests by a Proposer to implement a change in any Key Personnel will be subject to the approval of the County in its reasonable discretion. Key Personnel candidates could, for unexpected circumstances while the process is ongoing, be replaced (i.e. personal reasons, accident, death, etc). Such replacement should not result in any liability to the Proposer. Therefore, the Proposer shall be allowed to replace the relevant candidate with a suitable alternative, subject to the approval of the County in its reasonable discretion, without its Proposal being considered non-responsive by the County, insofar as the proposed replacement has similar experience, skills and capabilities to perform the job.”

COUNTY OF WESTCHESTER
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By: Vincent F. Kopicki, P.E.
Commissioner

Dated: July 20, 2017
WHITE PLAINS, NEW YORK
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