



ALTITUDE ACCESS SOLUTIONS, INC. (AAS)
Surface Parking Lots Snow Removal Services
Request for Proposal 2026-17

Issued: September 4, 2026

Submission Deadline: **September 25, 2026 no later than 4:00 pm eastern time.**

Submission Format: Email PDF to bids@syrairport.org Proposals are only accepted electronically. Please print the word **RFP Reference # 2026-17** on the cover page of the proposal and on the email subject line.

IMPORTANT NOTICE: Proposers are prohibited from contact related to this procurement with any AAS or Syracuse Regional Airport Authority member, officer, staff or employee other than the designated contact person (if any) and/or the designated email address for contact. Please refer to Sections 2.2 and 2.3 below. All contacts/inquiries shall be made by email only to the following address: bids@syrairport.org.

1. GENERAL INFORMATION

1.1. Background

Altitude Access Solutions (AAS) is a wholly owned subsidiary of the Syracuse Regional Airport Authority (SRAA) responsible for managing parking operations and related services at Syracuse Hancock International Airport (SYR). AAS was incorporated on July 16, 2025 and assumed operation of Syracuse Hancock International Airport's parking and ground transportation services on July 1, 2026. AAS is committed to providing safe, efficient, and customer-focused parking solutions that enhance the traveler experience while supporting the Airport's operational goals, economic impact, and long-term growth.

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

1.2. Intent and Purpose of this RFP

The intent and purpose of this Request for Proposals (the "RFP") is to solicit responses for the selection of a firm to provide snow removal services at Syracuse Hancock International Airport. The snow removal services will include seven (7) surface parking lots including the roof of the parking garage. Altitude Access Solutions is seeking a one (1) year contract with two (2) one-year renewal options, subject to AAS approval. All specified pieces of equipment must be stationed at the airport for the winter season and be available from October 15 until April 15 each season. A comprehensive description of the Project can be found at **Exhibit A** to this RFP.

1.3 Key Dates in the RFP Schedule

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

09/04/2026	Issuance of Request for Proposals
09/11/2026	Question/Clarification Submission Deadline
09/25/2026	Proposal Submission Deadline

Please note: AAS reserves the right to change any of the dates stated in this RFP. If such change occurs, AAS will notify all entities who received the RFP directly from AAS and post the change(s) on the AAS website, which is part of the Syracuse Hancock International Airport website (<https://syrairport.org/sraa/bids-rfp-rfq/>).

1.4 Pre-Bid Inspection

All areas covered by the RFP are public areas at the Syracuse Hancock International Airport and bidders are encouraged to visit the locations to view and inspect current conditions.

1.5 Amendment or Termination of RFP

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

1.6 Unbalanced Proposals

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

1.7 Questions or Requests for Information or Clarification

Any questions, requests for information or clarification regarding this RFP should be submitted via email, citing the relevant RFP page(s) and section(s), no later than date listed in Section 1.3 Key Dates to bids@syrairport.org. Please indicate RFP 2026-17 in the subject line.

Questions will not be accepted other than by email, and any question received after the deadline may not be answered. The list of questions/requests for information or clarification and the official responses will be posted as an Addendum on AAS's website, <https://syrairport.org/sraa/bids-rfp-rfq/>.

AAS is not responsible for a proposer's failure to receive the list of questions/requests for information, amendments or clarifications and the official responses, due to the proposer's failure to monitor the AAS's website for addendums or other related information, and no allowance will be made for a proposer that submitted a proposal that is not in compliance with the RFP requirements due to the proposer's aforementioned failure to review questions/requests for information or clarification/amendments and addenda, and the official responses to such inquires and/or changes.

1.8 Amendments and Addenda

In the event that it becomes necessary to revise this RFP, such revision will be by an addendum to this RFP. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP. Further, if a proposer discovers any conflict, discrepancy, omission or other error in this RFP, the proposer shall immediately notify AAS at bids@syrairport.org, of such error and request modification to the document to address

such alleged error. AAS shall make any RFP modifications necessary by addenda, provided that any such modifications would not materially benefit or disadvantage any one proposer over another. If a proposer fails, prior to the submission deadline, to notify AAS of a known error or an error that reasonably should have been known or discovered by proposer, the proposer shall assume the risk of such failure to notify. If awarded the contract, the proposer shall not be entitled to additional compensation, change order or time allowance by reason of the error or its late correction.

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

1.9 Submission Requirements

Proposer's proposal, including all required forms attached at Exhibits to this RFP, shall be submitted via email to bids@syrairport.org in response to this RFP. The submission shall be clearly labeled with the name of the proposer, date and must contain the required information for the proposer. Failure to do so may result in disqualification. Do not include the RFP in the submission. Proposals should be submitted in the following format:

Description of Company	1 pages
Proposed Staffing and Equipment Lists	1 pages
Questionnaire and Fee Schedule (forms attached to the RFP)	2 Pages

Proposers should also be willing and able to provide additional information that may be required. In addition, interviews may be requested at the discretion of any RFP review or ad hoc Committee appointed by the AAS. All information and materials submitted to the AAS in response to this RFP will become the property of AAS. Proposers shall not submit proprietary or confidential business information unless they believe such information is critical to their submittals or presentations. If any such information is included, it shall be clearly identified as such. AAS shall endeavor to protect the identified information only to the extent allowed under applicable law.

By submitting a proposal to AAS in response to this RFP, each proposer agrees and represents and warrants that the proposer: a) has all information necessary for the proposer to complete and submit a fully responsive proposal to AAS; b) that if awarded the contract, that the proposer has all the necessary skills and resources to complete the contract for the amount stated in the proposal; and c) that the proposer is waiving any and all claims against the AAS, the Authority and its members, officers, staff and employees relating to the submission of the proposer's proposal to AAS. Proposer will bear any, and all travel and other costs and expenses related to its attendance at the pre-submittal meeting and facility tour (if any). Verbal responses provided by AAS representatives at such meeting/tour are informal and are not binding on AAS.

2.0 Proposals and Qualifications Review

Upon receipt of proposals, AAS shall internally review each proposal and make a recommendation to the Board of the AAS, if deemed necessary. Proposals will be reviewed on the basis of competency, experience and ability to perform the services required. Proposers should be willing and able to provide additional information that may be

required by the AAS. AAS reserves the right to waive any formalities and to reject or negotiate any and all proposals for any reason.

2.1 Award

AAS may award the project(s), following the required approvals, if it determines such project(s) is/are in the best interest of AAS.

2.2 Restriction of Communications

Proposers are prohibited from contact related to this RFP with any AAS Board member, officer, staff, employee, elected officials or representative other than designated personnel from the date this RFP is issued until the contract(s) have been executed by AAS. Violation of this provision is grounds for immediate disqualification. All inquiries concerning this RFP must be done via email at: bids@syrairport.org as outlined in section 1.7 Questions and Inquiries.

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

Pursuant to State Finance Law §§ 139-j and 139-k (collectively, the “Statute”), certain restrictions are placed on contact with subsidiaries of public authorities, such as AAS, during the procurement process. The term “contact” is defined in the Statute as “any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entities conduct or decision regarding the governmental procurement.” Upon receiving any contact, the Authority must inquire and record whether the person or organization that made the contact was the offeror (defined below), or was retained, employed or designated on behalf of the offeror to appear before or contact AAS. The term “offeror” is defined in the Statute as “the individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement whether or not the caller has a financial interest in the outcome of the procurement; provided, however, that a governmental agency or its employees that communicates with the procuring agency regarding a governmental procurement in the exercise of its oversight duties shall not be considered an offeror.” The “restricted period” is defined in the Statute as “the period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from offerors intending to result in a procurement contract with a governmental entity and ending with the final contract award and approval by the governmental entity and, where applicable, the state comptroller.” AAS members, officers, staff and employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offeror pursuant to the Statute. Certain findings of non-responsibility can result in rejection for contract award and, in the event of two findings within a four-year period; the offeror is debarred from submitting a proposal on or being awarded any procurement contract for a period of four years from the date of the second final determination. Any Proposer responding to this RFP must complete the Non-Collusive Proposal Certification attached hereto at **Exhibit B** and submit it to AAS with its proposal. Questions regarding this form may be directed to the Designated Contact email for this solicitation and/or visit the following website for information: <https://online.ogs.ny.gov/legal/lobbyinglawfaq/>

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

2.4 Exceptions

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

2.5 Proposal Costs

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

2.6 Whistleblower Policy and Procedures

The selected Proposer will be required to comply with and perform its services under the contract in accordance with any and all Whistleblower Policy and Procedures adopted by AAS.

2.7 M/WBE-SDVOB Program

AAS promotes contracting opportunities for Minority/Women Business Enterprises (W/WBE) and Service Disabled Veteran Owned Businesses (SDVOB) and proposers' utilization of M/WBE's and SDVOB's is a factor in awarding projects and imposes obligations on a selected proposer to utilize M/WBE's and SDVOB's in performance of contracts with AAS. By submitting a proposal, the Proposer represents that it has reviewed and familiarized itself with the New York State M/WBE and SDVOB regulations which are incorporated herein by this reference. Any conflicts between this solicitation and those regulations shall be resolved in favor of the regulations. Each proposer shall, in accordance with the regulations, make good faith efforts and, in a manner that can be established in documentary form, solicit active participation by certified M/WBE's and SDVOB's in connection with any contract resulting from this RFP. These regulations, and any contract to be entered into between AAS and the successful proposer, will impose reporting obligations on the awarded contractor to periodically report various M/WBE and SDVOB information to AAS. The various M/WBE-SDVOB forms and information which AAS requires all proposers to complete and submit with each proposal can be found at <https://syrairport.org/sraa/supplier-diversity-program/>. AAS has not set any goals for this project but encourages utilization of M/WBE when possible.

2.8 Conditions, Terms and Limitations

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

1. The services to be performed shall conform to and be subject to the provisions of applicable laws, Generally Accepted Auditing Standards, Generally Accepted Accounting Principles, and Standards promulgated by the NYS Comptroller and Authorities Budget Office and all other applicable laws and regulations of all Federal and State agencies having jurisdiction.
2. Valid licenses and registrations as required by AAS and any State, and Federal agencies shall be obtained by the successful proposer prior to commencing work.
3. Final designation of a proposer will depend on satisfaction of all additional RFP documentation and review requirements of AAS and will be subject to the subsequent approval by AAS.
4. No transaction will be consummated if any selected proposer or principal of a selected proposer or any member of the proposer's development team is in arrears or in default upon any debt, lease, contract or obligation regarding AAS or Syracuse Hancock International Airport. AAS reserves the right to reject any response to this RFP by any such proposer.
5. AAS reserves the right to:
 - a. Negotiate with one or more proposers, and/or negotiate on terms other than those set forth herein.
 - b. At any time, waive compliance with, or change any of the terms and conditions of this RFP, to entertain modifications or additions to selected proposals.

6. This RFP does not represent any obligation or agreement whatsoever on the part of AAS. Any such obligation or agreement may only be incurred or entered into by written agreement authorized by the Board of AAS, approved as to form by AAS's counsel and executed by the President.
7. Mere selection of a proposer will not create any rights on the proposer's part, including, without limitation, rights of enforcement, equity or reimbursement, until after all required government approvals are received and the insurance, agreement and all related documents are fully approved and executed.
8. This RFP and any agreement or other documents resulting therefrom is subject to Federal, State, or local law or regulation having jurisdiction over the subject matter thereof, as the same may be amended from time to time.
9. Title VI Solicitation Notice: AAS, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d-2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this RFP, all contractors will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age or disability in consideration for an award.

2.9 EVALUATION PROCESS

2.9.1 General Information

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

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

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

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

2.9.2 Submission Review

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

2.9.3 Proposal Review Criteria

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

1. The experience and expertise of the Proposer and its principals and key employees assigned to the AAS project.
2. The Proposer's specific experience, of performance on projects similar in size, scope and design to this project.

3. The availability of adequate personnel to provide the requested services safely, timely and efficiently.
4. The Proposer's approach to the planning, organization, supervision, and management of the requested services at the Airport, including communications procedures, problem-solving approaches, costing and other level-of-service factors.
5. The Proposer's proposed fee for the services requested herein with a breakdown of those fee's as they relate to discrete tasks or phases of the work to be performed.
6. Commitment to consistently maintain the highest standards of performance and the expeditious resolution of problems and complaints.
7. The recommendations and opinions of each Proposer's previous customers or clients, including previous performance at SYR if relevant. Previous experience at the Airport is not a requirement and does not provide any additional points in scoring.
8. Information provided in response to specific questions and requirements contained in the RFP and all attachments/exhibits.
9. Information provided at interview (if required).

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

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

AAS and its review committee will determine which proposal(s) best satisfies its requirements. AAS reserves all rights with respect to the award. All proposals deemed to be responsive to the requirements of this procurement will be evaluated. Proposals failing to meet the requirements of this RFP may be eliminated from consideration. Qualified staff/individuals will evaluate all submitted proposals. AAS may request clarification of a proposal.

2.9.4 Reservation of Rights

AAS reserves the right to:

- i. withdraw or cancel the RFP at any time and at its sole discretion;
- ii. reject any or all proposals received in response to this RFP;
- iii. accept a proposal and any subsequent proposal for the contract from someone other than the lowest cost Proposer consistent with the criteria for the evaluation of proposals;
- iv. make an award under the RFP in whole or in part;
- v. disqualify any proposer whose conduct and/or proposal fails to conform to the requirements of the RFP;
- vi. seek clarifications and revisions of proposals;
- vii. use proposal information obtained through site visits, management interviews and AAS's investigation of a proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the proposer in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
- viii. prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- ix. prior to the bid opening, direct proposers to submit proposal modifications addressing subsequent RFP amendments;
- x. change any of the scheduled dates;

- xi. eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective proposers;
- xii. waive any requirements that are not material;
- xiii. negotiate with the successful proposer within the scope of the RFP in the best interests of AAS;
- xiv. conduct contract negotiations with the next responsible proposer, should AAS be unsuccessful in negotiating with the selected proposer;
- xv. utilize any and all ideas submitted in the proposals received;
- xvi. unless otherwise specified in the solicitation, every submission is a firm offer and not revocable for a period of 60 days from the bid opening; and,
- xvii. require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offeror's proposal and/or to determine an offeror's compliance with the requirements of the solicitation.
- xviii. waive or modify minor deviations in the proposals received after prior notification to the Proposers;
- xix. request best and final offers; and
- xx. Should AAS be unsuccessful in negotiating a contract with a selected Proposer, AAS may begin contract negotiations with the next highest-rated qualified Proposer. In addition, if it is subsequently determined by AAS that the selected Proposer is non-responsible, AAS may then invite the next highest rated, qualified Proposer(s) to enter negotiations for purposes of executing a contract. AAS may do all of the foregoing without the need to recommence the RFP process.

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

2.9.5 CONFLICTS OF INTEREST

Members, officers, staff, and employees of AAS may respond to this RFP only in accordance with the AA's Code of Ethics.

2.9.6 INSURANCE REQUIREMENTS

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

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

Worker's Compensation Employer's Liability: Statutory
Bodily Injury by Accident (per Accident): \$ 1,000,000
Bodily Injury by Disease (per Employee): \$ 1,000,000
Bodily Injury by Disease (Policy Limit): \$ 1,000,000

2. Commercial General Liability Insurance, which shall include a blanket contractual liability insuring the indemnification obligations of this Agreement, broad form property damage liability, and personal injury liability coverage extensions. Such policy shall not exclude X, C, U exposures. Commercial General

Liability Policy shall include Products and Completed Operations Liability. Further, Products and Completed Operations Liability shall be maintained in full force and effect for a period of three (3) years following final completion of the Work. All coverage required under Commercial General Liability should be provided on an occurrence form with the following minimum limits: (Per Project Aggregate)

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

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

3. Umbrella form Excess liability coverage with limits of not less than total proposed bid price per occurrence, covering all work performed by the Subcontractor under this Contract.
4. Automobile Liability (Bodily Injury and Property Damage Liability) with limits of not less than \$1,000,000 per occurrence that includes coverage for all owned, non-owned, and hired automobiles.
5. Contractors' Equipment Coverage on an "All Risk" basis, covering physical damage to all tools and equipment, including motorized equipment used by the Contractor or subcontractors with limits at least high enough to provide for replacement of items critical to project efforts.
6. Such other kinds of insurance as may be required by AAS or by the general contract documents, each such policy to be in the amount stipulated in the general contract documents unless a different amount is hereinafter designated or is otherwise prescribed in writing by AAS.
7. If any operations performed within the scope of this project include work with hazardous materials, Proposer shall maintain Environmental Impairment Liability Insurance with a limit of not less than \$1,000,000. Such insurance shall be satisfactory to AAS.
8. AAS, the Authority and City of Syracuse shall be named "additional insured" on the General Liability, Automobile, Excess Liability policies. General Liability Additional Insured status shall be specifically provided by Additional Insured Form CG2010(1185) or a combination of CG2010(Ed date) and CG2037(Ed Date), or CG2038(Ed Date) and CG2037(Ed Date), or equivalent manuscript wording, and shall apply on a primary and non-contributing basis before any other Insurance or self-Insurance, including any deductible, maintained by, or provided to, the aforementioned additional insureds, and shall remain in effect for the duration of the contract, including the Completed Operations Period. All policies shall be endorsed for Primary and Non-Contributory, Waive all Rights of Subrogation in favor of AAS. Policies shall not be canceled, materially changed or non-renewed without thirty (30) days advance notice to AAS.

2.9.7 CONTRACT PREPARATION/NEGOTIATION

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

A list of those Federal and State mandated clause clauses is annexed hereto at Exhibit "E". These clauses will be required to be incorporated into the final contract with the successful proposer.

Exhibit A

SCOPE OF WORK

Base Scope: The scope of this project includes the snow and ice removal of 1,371,163 sq ft of asphalt paved parking lots. The lots vary in size and age, including a new lot paved in August 2025. The lots are utilized for public parking, resulting in heavy traffic. The scope includes the following:

Lot	Parking Spaces	Sq Ft
Parking Garage Roof	744	244,867
Blue Lot	1,236	436,239
Red Lot	1,132	369,876
Purple Lot	596	185,443
Employee Lot	293	90,900
TNC Staging Lot	28	12,438
Cell Phone Lot	65	31,400

1. General

The Contractor shall furnish all labor, supervision, equipment, materials (except where noted), and incidentals necessary to perform snow and ice removal services for designated landside parking lots at Syracuse Hancock International Airport (SYR). All services shall be performed under the direction of the SRAA and in accordance with all applicable Airport/SRAA, OSHA, Federal, State and Local rules regulations, directives and requirements.

2. Level of Service Requirements

- **Trigger Depth:**
Snow removal operations shall **commence at any measurable accumulation (zero tolerance)**.
- **Performance Standard:**
 - Parking lot surfaces and all access points shall be kept continuously free and clear of snow, ice, and contamination.
 - At no time shall pedestrian mobility, ADA access, or emergency egress routes be impeded.
- **Pre-Treatment / Post-Treatment:**
 - Contractor shall pre-treat all surfaces in advance of storms as directed or based on forecasted conditions.
 - Contractor shall post-treat all serviced areas to prevent refreeze.

- Contractor shall procure and provide all materials and equipment required to pre-treat and post-treat all surfaces.

3. Equipment Requirements

- All equipment must:
 - Be ten (10) years old or newer
 - Have enclosed all-weather cabs with operational heaters and defrosters
 - Be equipped with:
 - 360-degree yellow/amber rotating beacon or strobe
 - Fully operational headlights, taillights, and auxiliary lighting
 - Meet all New York State DOT and OSHA requirements
 - Be specifically designed for snow removal (no multi-use blades/buckets unless approved)
- All equipment shall be:
 - Maintained in safe, fully operational condition
 - Subject to inspection and approval by AAS prior to award and during the contract
 - Rejected if deemed unsafe, unsuitable, or non-compliant

4. Communications

- Contractor shall maintain regular communication and coordination between all operators and Altitude Access Solutions parking operations.

5. Fueling Provisions

If required, the Contractor shall provide, at its own expense:

- On-site fueling capability, including:
 - Mobile fuel tank truck or
 - Stationary fuel tank located at the airport

All fueling operations shall comply with:

- New York State DEC and SRRA regulations
- Applicable environmental and fire safety standards

6. Facilities / Crew Support

If required, the Contractor shall provide at its sole cost:

- A site trailer or leased office space for:
 - Employee breaks and shelter

- Administrative functions
- Equipment maintenance and minor repairs

7. Operational and Security Requirements

- All work shall be:
 - Performed under Altitude Access Solutions supervision
 - In accordance with SRAA and Altitude Access Solutions snow and ice control plans and operational directives
 - Contractor personnel shall adhere to all airport rules, safety protocols, and security regulations
- Contractor shall attend:
 - Pre-season winter coordination meeting
 - Any additional seasonal or operational meetings as directed by Altitude Access Solutions

8. Inspection and Acceptance

- AAS reserves the right to:
 - Inspect all equipment prior to award and throughout the contract term
 - Reject equipment that does not meet specifications or is deemed unsafe/unfit

9. Damage Responsibility

- Contractor shall be fully responsible for:
 - Any damage to SRAA or AAS property (including but not limited to sidewalks, curbing, structures, utilities, fixtures)
- All damage shall be:
 - Repaired or replaced at no cost to SRAA or AAS
 - Completed to AAS satisfaction

10. Contractor Conduct and Compliance

- Contractor personnel must:
 - Maintain professional conduct at all times
 - Follow all safety, operational, and security directives
- Failure to comply may result in:
 - Immediate removal from the airport
 - Contract enforcement actions

11. Term and Compensation

- **Seasonal Term:**
- October 15 – April 15
- **Seasonal Compensation (Lump Sum Payment Structure):**
The Contractor shall submit seasonal lump-sum pricing for each snowfall tier identified in the Fee Schedule for each contract year. The snowfall tiers are as follows:

Tier 1:	Below 75 inches
Tier 2:	75 inches to 99.9 inches
Tier 3:	100 inches to 124.9 inches
Tier 4:	Over 125 inches

- **Monthly Installments:**

During each seasonal term, the Contractor shall be paid in six (6) equal monthly installments based upon the Contractor's proposed seasonal lump-sum price for the Tier 2 amount for the applicable contract year. Payments shall begin in November and continue through April, subject to satisfactory performance and compliance with all contract requirements

12. Fee Proposal Requirements

Proposers shall submit pricing as follows:

Seasonal Lump-Sum Pricing:

Proposers shall submit a seasonal lump-sum price for each contract year and for each of the following seasonal snowfall tiers:

Tier 1:	Below 75 inches
Tier 2:	75 inches to 99.9 inches
Tier 3:	100 inches to 124.9 inches
Tier 4:	Over 125 inches

Installment Breakdown:

Proposers shall provide the monthly installment amount for each contract year based upon the Tier 2 amount divided into six (6) equal monthly payments. The monthly installment amount shall be used for payment purposes during the seasonal term, subject to final reconciliation after April 15.

Seasonal Reconciliation:

Following April 15 of each contract year, the SRAA shall determine the cumulative seasonal snowfall using the official National Weather Service reporting station designated by the SRAA. The applicable seasonal contract amount shall be determined using the Contractor's submitted pricing for the actual snowfall tier.

If actual cumulative seasonal snowfall exceeds Tier 2 snowfall amount (99.9 inches), AAS shall make a single reconciliation payment equal to the difference between the amount previously paid and the Contractor's proposed price for the applicable snowfall tier.

If cumulative seasonal snowfall is less than 75.0 inches, the Contractor's final compensation shall be adjusted to the amount proposed for the applicable snowfall tier. The Contractor shall refund to

AAS, or AAS may offset against any amounts otherwise due to the Contractor, the difference between the total payments made during the season and the Contractor's proposed price for the Tier 1 (Below 75 inches) snowfall tier. Any such refund or credit shall be remitted within thirty (30) days following AAS's determination of cumulative seasonal snowfall.

Equipment Rate Schedule:

Proposers shall submit a detailed schedule of unit rates for equipment, operators, labor, and supervision to be utilized for services performed outside of the snow removal and services outlined above (i.e. Snow hauling and off-site snow disposal, relocation of snow piles, etc.).

Additional Costs:

Any anticipated additional costs, fees, assumptions, exclusions, minimum charges, or conditions not included in the seasonal lump-sum pricing or unit rates shall be clearly identified. Failure to disclose such costs may result in their exclusion from compensation.

Failure to Execute Contract Failure of a Bidder to comply with any of the requirements of the Proposal, failure to execute the Contract within ten (10) calendar days from the date mailed, as specified, or failure to furnish Contract bonds as required shall be just cause for the annulment of the award. In the event of such annulment of the award, the amount of Proposal or bid security shall become the property of the Owner, not as a penalty but as fixed and agreed liquidated damages. Award may then be made to the next best qualified Bidder, or the work re- advertised, or otherwise handled as the Owner may elect.

Proposal Requests/Change Orders Change orders must be reviewed and approved prior to work performed. All change orders must be signed by AAS's Vice President and AAS Treasurer. If change order is considered substantial by the AAS Treasurer, the change order may be forwarded to the Executive Director for review. AAS will not be liable for any costs associated with work performed without authorization.

Bidders Qualifications: Proposer must have experience performing as a prime contractor on similar size and scope projects. Any individual, partnership, or corporation which has been disqualified by the State of New York from acting as prime contractor or subcontractor on State projects shall likewise be disqualified from acting as the prime contractor or subcontractor on this project.

Subcontracts: The Proposer is specifically advised that any person, firm, or other party to whom it proposes to award a subcontract under this Contract:

- Must be acceptable to AAS. Previous performance and actions of the proposed subcontractor may be considered by AAS, and
- To extent possible, provide a list of proposed subcontractors in the proposal

Obligations of the Bidder: At the time of the bid submission, each Proposer will be expected to have inspected the site(s). The failure or omission of any Proposer to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to the Proposal.

All Bidders are specifically instructed to visit the site(s) of the work, to ascertain personally the extent and character of the work to be performed and to familiarize themselves with conditions at the site(s).

Payment for the Work: Partial payments will be made at least once per month based on work performed to date. Proposer agrees to submit monthly payment applications by the 10th day following end of the calendar month for work performed during the calendar month to ap@altitude-access.com. Payment applications will include all supporting documentation for work performed.

Disqualification of Bidders: A proposer shall be considered disqualified for any of the following:

- A. Submitting more than one Proposal from the same partnership, firm, or corporation under the same or different name.
- B. Evidence of collusion among proposers. Proposers participating in such collusion shall be disqualified as bidders for any future work of the Owner until such participating bidder has been reinstated by the Owner as a qualified proposer.
- C. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the Proposal as a requirement for bidding.
- D. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the Proposal to a prospective bidder.
- E. Contractor default under previous contracts with the Owner.
- F. Unsatisfactory work on previous contracts with the Owner.
- G. Unbalanced Proposals in which the prices for some items are out of proportion to the prices for other items.
- H. Failure to submit a unit price for each item of work for which a bid price is required by the Proposal.
- I. Lack of competency as revealed by the financial statement, experience, or plant and equipment statements submitted.
- J. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- K. Uncompleted work which, in judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.

Contractor Qualifications Contractor confirms they have not been disqualified by the State of New York or the FAA from acting as prime contractor or subcontractor on State/Federal projects shall likewise have not been disqualified from acting as the prime contractor or subcontractor on this project.

Sales Tax Exemption AAS is exempt from the State of New York sales tax. Also, sales made to contractors, subcontractors or repairmen of materials, supplies or services which are to be incorporated into the completed work as part of this project are exempt from the sales tax. It shall be the contractor's responsibility to comply with all State regulations in regard to this exemption.

Contractor's Use of Site

- A. Restricted Use of Site: Contractor shall have limited use of project site for snow removal operations
- B. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - a. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to AAS as well as all Airport employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

Work Restrictions

- A. Comply with restrictions on snow removal operations.
 - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Shall be reviewed during to weekly project meeting to ensure compliance with Airport/Airline operation schedules.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by AAS, the Authority or others unless permitted under the following conditions and then only after arranging for
- D. Temporary utility services according to requirements indicated:
 - 1. Notify AAS and the Authority not less than two days in advance of proposed utility interruptions.

A. Substitution

Substitutions shall mean any proposed change to the personnel, equipment, materials, methods of operation, or services identified in the Contractor's proposal and approved by AAS.

1. **Substitutions for Cause:** Changes required due to circumstances beyond the Contractor's reasonable control, including equipment failure, equipment unavailability, labor shortages, regulatory requirements, safety concerns, or other unforeseen circumstances.
2. **Substitutions for Convenience:** Changes proposed by the Contractor that are not required to meet the Contract requirements but may improve operational efficiency or service delivery.

B. Substitution Requests

The Contractor shall not substitute key personnel, equipment, operational methods, or services identified in its proposal without prior written approval from AAS.

1. **Request Requirements:** All requests shall clearly identify the personnel, equipment, service, or operational method proposed to be replaced and the proposed substitute.
2. **Documentation:** The Contractor shall provide sufficient documentation demonstrating that the proposed substitute is equal to or better than the originally proposed resource, including:
 - i. A written explanation describing the reason for the substitution.
 - ii. Equipment specifications, personnel qualifications, operational plans, or other relevant supporting information.
 - iii. A comparison demonstrating that the proposed substitute meets or exceeds all Contract requirements, including capacity, performance, reliability, safety, and operational effectiveness.
 - iv. A statement describing any impact on response times, service levels, staffing, equipment availability, or seasonal operations.
 - v. A statement confirming that the substitution will not result in additional cost to AAS unless otherwise approved in writing.

C. AAS Review

AAS may approve or reject any proposed substitution at its sole discretion. Approval of a substitution shall not relieve the Contractor of its obligation to comply with all Contract requirements, performance standards, response times, staffing levels, or equipment requirements.

D. Emergency Substitutions

In the event of an equipment breakdown, staffing shortage, or other emergency condition that could affect operations, the Contractor may temporarily utilize substitute personnel or equipment to maintain required service levels. The Contractor shall notify AAS as soon as practicable and provide details regarding the temporary substitution. Any temporary substitute shall be of equal or greater capability than the resource being replaced and shall be subject to AAS's review and approval.

Materials Ownership

- A. Unless otherwise indicated, any waste created becomes property of Contractor.

Requests for Information

- A. Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall contact the AAS Vice President for clarification and response.
- B. AAS will issue a written response to the Contractor to memorialize any modifications to scope of work.

Exhibit A

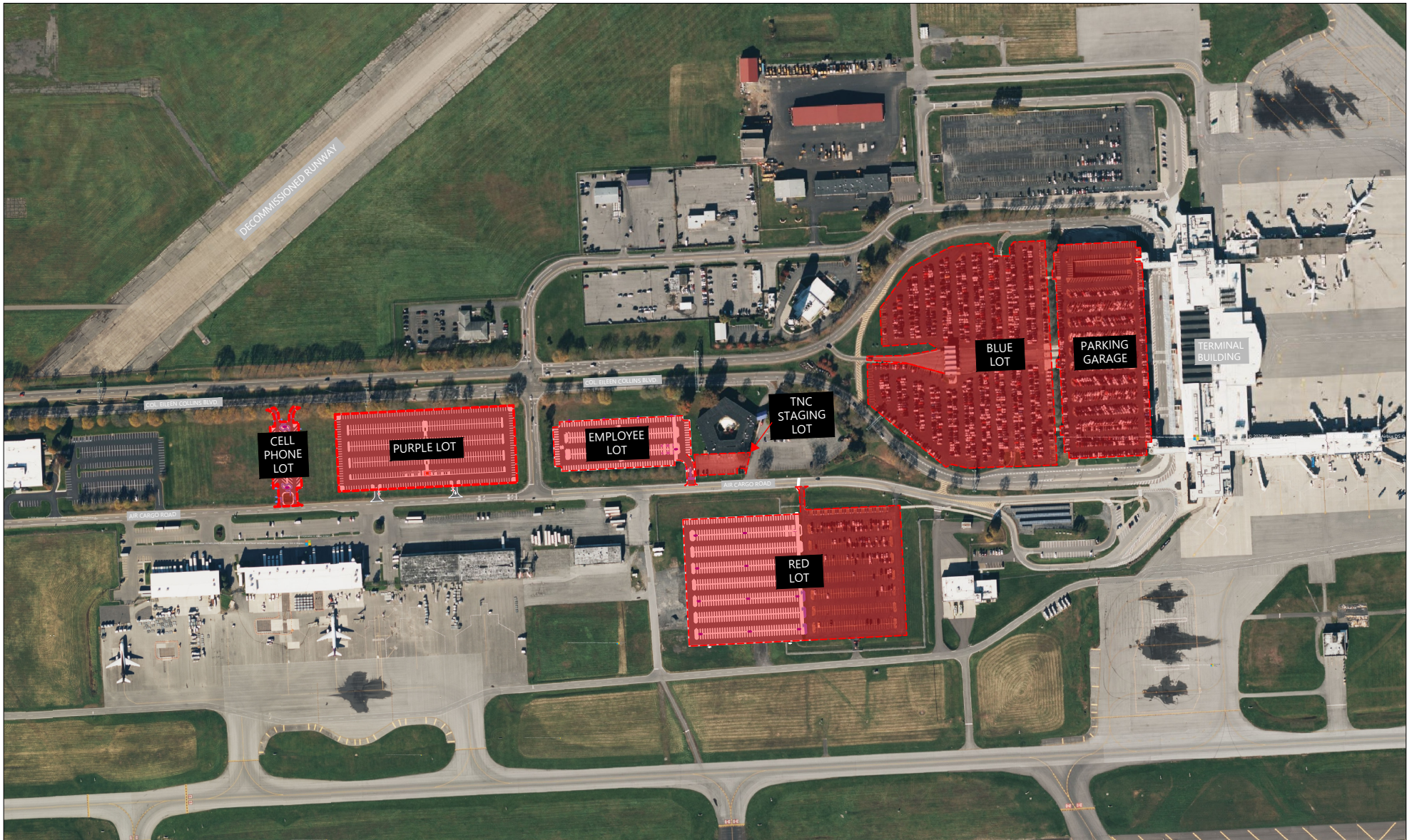


Exhibit A-1 Parking Lot Snow Removal RFP#2026-17

Syracuse Hancock International Airport
1000 Col. Eileen Collins Blvd. | Syracuse, NY | 13202
www.syrairport.org

LEGEND

SCOPE OF WORK



8/20/2026



SHEET SCALE
1"=500'

Exhibit B

ALTITUDE ACCESS SOLUTIONS, INC.
NON-COLLUSIVE PROPOSAL CERTIFICATION

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

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

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

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

SIGN HERE _____
Signature of Respondent’s Authorized Person

Date

Name of Respondent

Name of Respondent’s Authorized Person

Title of Respondent’s Authorized Person

Exhibit “C”

Required New York State and Federal Clauses

REQUIRED FEDERAL AVIATION ADMINISTRATION AND NEW YORK STATE CONTRACT CLAUSES

FAA Required Contract/Lease Provisions for Non-AIP Contracts

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

Compliance with Nondiscrimination Requirements:

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:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability 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 Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **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 Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **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 Nondiscrimination Acts and Authorities 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.
5. **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.

6. **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.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in agreements entered into by AAS pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

B. With respect to licenses, in the event of breach of any of the above Non-discrimination covenants, AAS will have the right to terminate the agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, 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:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 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) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- 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);
- 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);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

NYS Required Contract/Lease Provisions-2023

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers. (b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted

housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- (b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return

receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development Division for Small Business
Albany, New York 12245 Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development 633 Third Avenue
New York, NY 10017 212-803-2414
email: mwbecertification@esd.ny.gov <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<https://ogs.ny.gov/list-entities-determined-benon-responsive-biddersofferers-pursuant-nys-iran-divestmentact-2012>.

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State. During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

CONTRACTOR QUALIFICATION FORM

Submitted by _____

Mailing Address _____

Location Address _____

Telephone Number _____ Federal ID Number _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

Authorized Signature _____

Date _____

Experience Questionnaire

How many years has your organization been in business under your present business name? Under other names? (List names and addresses)

How many years' experience in snow removal work has your organization had,

(a) As a general Contractor _____

(b) As a Sub-Contractor _____

Is your organization currently debarred from performing work on any contract? YES / NO

If yes, by whom? _____

Date of reinstatement: _____

Has your organization ever been denied qualification? YES / NO

If so, by whom and for what reason? _____

Have you ever failed to complete any work awarded to you? YES / NO

If so, where and why? _____

Has the organization been cited in the past three (3) years for violations of OSHA?

If so, please explain: YES / NO

Has the organization currently any outstanding legal action against it by a subcontractor on a current or former job? YES / NO

If so, please explain:

Fee Schedule

Please complete fee schedule with each snowfall Tier:

Tier	Cumulative Snowfall	Contract Amount	Year 1	Year 2 (option)	Year 3 (option)
Tier 1	Below 75"				
Tier 2	75" to 99.9"				
Tier 3	100" to 124.9"				
Tier 4	Over 125"				

Snow Relocation & Hauling Services – upon request		
Equipment / Service Type	Unit of Measure (i.e. per hour)	Rate (\$)

PROPOSED STAFFING & EQUIPMENT LIST

List all field supervisory personnel that would be associated with this project and indicate their experience:

Name	Present Position	# of Years with Firm	Snow Removal Experience	Type of Work	In What Capacity

List all Equipment associated with this project: (Attach additional sheet if required):

Item	Equipment Type	Manufacturer and Model	Model Year	Primary Function	Dedicated to Contract?
					Yes / No
					Yes / No
					Yes / No
					Yes / No