# Syracuse Regional Airport Authority

# Procurement of Police Package Ford Explorers or Reasonable Equivalent

# Request for Bids #2026-21

**Issued: November 9, 2026**

**Submission Deadline: November 30, 2026, at 4 PM ET**

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

**All Bids must be received prior to 4:00 PM on November 30, 2026.**
Please include "RFB Reference #2026-21" in the subject line of the email submission.

## 1. GENERAL INFORMATION

### 1.1. Background

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

### 1.2. Intent and Purpose of this RFB

The intent and purpose of this Request for Bids (the "RFB") is to solicit bids for the purchase two (2) Ford Explorer Police Interceptor Utility All Wheel Drive Vehicles or reasonably equivalent Police All Wheel Drive Vehicles in accordance with **Exhibit A** hereto. A comprehensive description of the Vehicle requirements/specifications can be found at **Exhibit A** to this **RFB**.

### 1.3 Key Dates in the RFB Schedule

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

| | |
|---|---|
| Monday, November 9, 2026, | Issuance of Request for Bids |

| | |
|---|---|
| Wednesday, November 18, 2026, 4:00 PM | Question/Clarification Submission Deadline |
| Monday, November 30, 2026, 4:00 PM | Bid Submission Deadline |

***Please note:*** *The Authority reserves the right to change any of the dates stated in this RFB. If such change occurs, the Authority will notify all entities who received the RFB directly from the Authority and post the change(s) on the Syracuse Regional Airport Authority's website, which is part of the Syracuse Hancock International Airport website (*https://syrairport.org/sraa/bids-rfp-rfq/) Interested parties that receive this RFB or access it from a source other than the Authority do so at their own risk and assume the responsibility for ensuring they have all current information and requirements.

### 1.4 Amendment or Termination of RFB

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

### 1.5 Unbalanced Bids

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

### 1.6 Questions or Requests for Information or Clarification

Any questions, requests for information or clarification regarding this RFB should be submitted via email, citing the relevant RFB page(s) and section(s), no later than dates identified in Section 1.3 to bids@syrairport.org. Please include RFB Reference #2026-21 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 on the Authority's website at syrairport.org/sraa/bids-rfp-rfq/.

Bidders that receive this RFB or access it from a source other than the Authority do so at their own risk as the Authority's website is the sole official publication of the RFB and addendum. The Authority is not responsible for a bidder's failure to receive the list of questions/requests for information, amendments or clarifications and the official responses and no allowance will be made for a bidder that submitted a bid that is not in compliance with the RFB requirements due to the bidder's aforementioned failure to receive the list of questions/requests for information or clarification/amendments and addenda, and the official responses to such inquires and/or changes.


All Rights Reserved

By submitting a bid to the Authority in response to this RFB, each bidder agrees and represents and warrants that the bidder: a) has all information necessary for the bidder to complete and submit a fully responsive bid to the Authority; b) that if awarded the contract, that the bidder has all the necessary skills and resources to complete the contract for the amount stated in the bid; and c) that the bidder is waiving any and all claims against the Authority and its members, officers, staff and employees relating to the submission of the bidder's bid to the Authority. Bidder 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 Authority representatives at such meetings/tour are informal and are not binding on the Authority.

### 1.7 Amendments and Addenda

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

The Authority is not responsible for a bidder's failure to receive amendments or addenda pertaining to this RFB. It is incumbent on bidders to routinely check for amendments and addenda at syrairport.org/sraa/bids-rfp-rfq/ and no allowance will be made for a bidder's failure to receive addenda. As of the date of issuance, there are no designated dates for release of addenda. However, bidders should check the Authority's website frequently beginning at the time of RFB issuance through the deadline for submission of bids. It is the sole responsibility of the bidder to be knowledgeable of all amendments, addenda, questions and answers related to this RFB.

### 1.8 Submission Requirements

Bidder's bid, including all required forms attached at Exhibits to this RFB, shall be submitted via email to bids@syrairport.org in response to this RFB. The email should reference RFB 2026-21 in the subject line and all documents and completed forms should be in PDF format. The bid shall be clearly labeled with the name of the bidder and the date. Bidders are to ensure that their bid is in compliance with all of the requirements of this RFB. Failure to do so may result in disqualification. Bidders 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 RFB review or ad hoc Committee appointed by the Authority. All information and materials submitted to the Authority in response


All Rights Reserved

to this RFB will become the property of the Authority. Bidders 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. The Authority shall endeavor to protect the identified information only to the extent allowed under applicable law.

Bids shall present required information in a succinct format with only the data required. Bids shall follow the format outlined below including page count limits.

| | |
|---|---|
| Company summary | 1 page |
| SRAA Delivery Schedule | 1 page |
| References and contact information | 1 page |
| Itemized Quote | 1 page |

**2.0 Bids and Qualifications Review**

Upon receipt of bids, the Authority's shall internally review each submission and make a selection on the basis of competency, experience and ability to perform the services required. The Authority reserves the right to waive any formalities and to reject or negotiate any and all bids for any reason.

**2.1 Award**

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

**2.2 Restriction of Communications**

Bidders are prohibited from contact related to this RFB with any Authority Board member, officer, staff, employee or representative other than designated personnel from the date this RFB is issued until the contract(s) have been executed by the Authority. Violation of this provision is grounds for immediate disqualification. All inquiries concerning this RFB must be done via email to bids@syrairport.org. Please indicate RFB Reference # 2026-21 in the subject line of the email.

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

Pursuant to State Finance Law §§ 139-j and 139-k (collectively, the "Statute"), certain restrictions are placed on contact with State agencies, including public entities such as the Authority, during the procurement process. The term "contact" is defined in the Statute as "any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entities conduct or decision regarding the governmental procurement." Upon receiving any contact, the Authority must inquire and record whether the person or organization that made the contact was the offeror (defined below), or was retained, employed or designated on behalf of the offeror to appear before or contact the Authority. The term "offeror" is defined in the Statute as "the individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts a governmental entity about a governmental procurement during


All Rights Reserved

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 bid, invitation for bids, or solicitation of bids, or any other method for soliciting a response from offerors intending to result in a procurement contract with a governmental entity and ending with the final contract award and approval by the governmental entity and, where applicable, the state comptroller." Authority members, officers, staff and employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offeror pursuant to the Statute. Certain findings of non-responsibility can result in rejection for contract award and, in the event of two findings within a four-year period; the offeror is debarred from submitting a bid on or being awarded any procurement contract for a period of four years from the date of the second final determination. The Non-Collusive Bid Certification can be found on the SRAA website. Questions regarding this form may be directed to the Designated Contact email for this solicitation and/or visit https://online.ogs.ny.gov/legal/lobbyinglawfaq/ for information.

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

**2.4 Exceptions**

Any and all exceptions to this RFB must be clearly and completely indicated in bids submitted. Please be advised that any exceptions to the requirements in this RFB may be cause for a bidder's bid to be disqualified.

**2.5 Bid Costs**

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

**2.6 Whistleblower Policy and Procedures**

The selected Bidder will be required to comply with and perform its services under the contract in accordance with any and all Whistleblower Policy and Procedures adopted by the Authority and available on its website at syrairport.org/sraa.

**2.7 DBE Program**

This project is funded by a Federal Aviation Administration grant, and requires the bidder and successful bidder to comply with Disadvantaged Business Enterprise compliance goals. By submitting a bid, the Bidder represents that it has reviewed and familiarized itself with the Federal Disadvantaged Business Enterprise compliance program. Any conflicts between this


All Rights Reserved

solicitation and those regulations shall be resolved in favor of the regulations. Each bidder 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 DBE's in connection with any contract resulting from this RFB. These regulations, and any contract to be entered into between the Authority and the successful bidder, will impose reporting obligations on the awarded contractor to periodically report DBE information to the Authority. Annexed hereto at Exhibits C and D respectively are various DBE forms and information which the Authority requires all bidders to complete and submit with each bid. Failure to do so will result in a finding of non-responsiveness and rejection of that bid. For purposes of this solicitation, the Authority has established an overall goal of (0%) for Disadvantaged Business Enterprise (DBE) participation due to the specialty of the item procured.

### 2.8 Conditions, Terms and Limitations

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

1. The services to be performed shall conform to and be subject to the provisions of the New York Public Authorities Law, Generally Accepted Auditing Standards, Generally Accepted Accounting Principles, and Standards promulgated by the NYS Comptroller and Authorities Budget Office and all other applicable laws and regulations of all Federal and State agencies having jurisdiction.
2. Valid licenses and registrations as required by the Authority and any State, and Federal agencies shall be obtained by the successful bidder prior to commencing work.
3. Final designation of a bidder will depend on satisfaction of all additional RFB documentation and review requirements of the Authority and will be subject to the subsequent approval by the Authority.
4. No transaction will be consummated if any selected bidder or principal of a selected bidder or any member of the bidder's development team is in arrears or in default upon any debt, lease, contract or obligation regarding the Authority or Syracuse Hancock International Airport. The Authority reserves the right to reject any response to this RFB by any such bidder.
5. The Authority reserves the right to:
    a. Negotiate with one or more bidders, 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 RFB, to entertain modifications or additions to selected bids.
6. This RFB does not represent any obligation or agreement whatsoever on the part of the Authority. Any such obligation or agreement may only be incurred or entered into by


All Rights Reserved

written agreement approved as to form by the Authority's counsel and executed by the Executive Director of the Authority.

7. Mere selection of a bidder will not create any rights on the bidder'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 RFB 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.

## 2.9 EVALUATION PROCESS

### 2.9.1 General Information

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

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

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

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

### 2.9.2 Submission Review

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

### 2.9.3 Bid Review Criteria

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

1. The Bidder's specific experience, stability and history of performance providing the requested services similar to those under consideration.
2. Bidder's ability to meet all criteria identified in the RFB.


All Rights Reserved

3. Bidder's pricing.
4. Commitment to consistently maintaining the highest standards of performance and the expeditious resolution of problems and complaints.
5. The recommendations and opinions of each Bidder's previous customers or clients.
6. Information provided in response to specific questions and requirements contained in the RFB and all attachments/exhibits.

As stated above, the selection criteria include the price(s) the Bidder will charge the Authority for the goods/services described in this RFB. The Bidder must certify in the bid that its pricing covers all goods/services requested and meets the requirements of this RFB. The total estimated contract value for the services provided will be derived from the successful bidder's proposed pricing.

The Authority and its review committee will determine which bid(s) best satisfies its requirements. The Authority reserves all rights with respect to the award. All bids deemed to be responsive to the requirements of this procurement will be evaluated. Bids failing to meet the requirements of this RFB may be eliminated from consideration. Qualified staff/individuals will evaluate all submitted bids. The Authority may request clarification of the bid.

### 2.9.4 Reservation of Rights

The Authority reserves the right to:

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


All Rights Reserved

xii. waive any requirements that are not material;
xiii. negotiate with the successful bidder within the scope of the RFB in the best interests of the Authority;
xiv. conduct contract negotiations with the next responsible bidder, should the Authority be unsuccessful in negotiating with the selected bidder;
xv. utilize any and all ideas submitted in the bids 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 bid and/or to determine an offeror's compliance with the requirements of the solicitation.
xviii. waive or modify minor deviations in the bids received after prior notification to the Bidders;
xix. request best and final offers; and
xx. Should the Authority be unsuccessful in negotiating a contract with a selected Bidder, the Authority may begin contract negotiations with the next highest-rated qualified Bidder. In addition, if it is subsequently determined by the Authority that the selected Bidder is non-responsible, the Authority may then invite the next highest rated, qualified Bidder(s) to enter negotiations for purposes of executing a contract. The Authority may do all of the foregoing without the need to recommence the RFB process.

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

### 2.9.5 CONFLICTS OF INTEREST

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

### 2.9.7 CONTRACT/PURCHASE ORDER PREPARATION

After a bidder(s) is recommended by the Authority's review committee, an agreement and/or purchase order incorporating the agreed upon compensation and scope of services and other relevant terms will be drafted by the Authority and submitted to the successful bidder.

Syracuse Regional Airport Authority™
All Rights Reserved

All Rights Reserved

**Exhibit A**

**Project Background and Scope of Work**

Base Bid: The scope of this project includes acquisition and delivery of two (2) Ford Explorer Police Interceptor Utility All Wheel Drive Vehicles or their reasonable equivalent, meeting the specifications and requirements herein.

The most qualified vendor with the ability to deliver the project expeditiously and with best value will be selected.

## VEHICLE SPECIFICATIONS

# Vehicle #1

### 1. Dimensions

Conventional Capacity: 5,000 lbs.
GCWR: 10,500 lbs.
Vehicle body length: 198.8"
Vehicle body width: 82.6"
Vehicle body height: 69.4"
Wheelbase: 119.1"
Front track: 66.9"
Rear track: 66.9"
Interior rear cargo volume: 52.3 cu.ft.
Interior rear cargo volume with seats folded: 90.6 cu.ft.
Max interior rear cargo volume: 90.6 cu.ft.
Total passenger volume: 118.0 cu.ft.
Headroom first-row: 40.7"
Headroom second-row: 40.4"
Leg room first-row: 43.0"
Leg room second-row: 40.7"
Shoulder room first-row: 61.8"
Shoulder room second-row: 61.3"

### 2. Powertrain

Spark ignition system
3.3L V-6 direct injection, DOHC, variable valve control, engine with 285HP
Engine cylinders: V-6
Horsepower: 285 HP@6500 RPM
Torque: 260 lb.-ft.@4000 RPM
Engine oil cooler
Heavy-duty radiator
10-speed automatic
Automatic full-time AWD


All Rights Reserved

All-wheel drive
Recommended fuel: regular gasoline
Easy Fuel capless fuel filler
All-speed ABS and driveline traction control
Permanent locking hub control

### 3. Fuel Economy and Emissions

Gasoline secondary fuel type
ULEV II emissions
E85 additional fuel types

### 4. Suspension and Handling

Standard ride suspension
Gas-pressurized front shock absorbers
Gas-pressurized rear shock absorbers

### 5. Drivability

4-wheel disc brakes
Front and rear ventilated disc brakes
4-wheel antilock (ABS) brakes
Four channel ABS brakes
Brake assist system
Hill start assist
Independent front suspension
Strut front suspension
Front anti-roll bar
Front coil springs
Independent rear suspension
Rear anti-roll bar
Multi-link rear suspension
Electric power-assist steering system
Rack-pinion steering
2-wheel steering system

### 6. Body Exterior (Color: BLACK)

Trailer wiring harness
4 doors
Monotone paint
Body-colored bodyside cladding
Black wheel well trim
Black side window trim
Black door handles

Syracuse Regional Airport Authority™
All Rights Reserved

Black windshield trim
Body-colored front bumper
Front tow hook
Body-colored rear bumper
Black front bumper rub strip
Black rear bumper rub strip
Black grille
Convex spotter in driver and passenger side door mirrors
Standard style side mirrors
Exterior mirror LED spot lights
Black door mirrors
Conventional left rear passenger door
Conventional right rear passenger door
Liftgate rear cargo door
**Goodyear Eagle Enforcer All Weather Tires**
18 x 8-inch front and rear black steel wheels

### 7. Convenience

Power door locks
Keyfob activated door locks
Power tailgate/rear door lock
Cruise control with steering wheel mounted controls
Day/Night rearview mirror
Power first-row windows
Cargo area tray/organizer
Driver footrest
Power cargo area access release
Rear window defroster
Fixed rear windshield
Rear windshield wipers
Locking glove box
Driver and passenger door bins
Dashboard storage
Retained accessory power
Trip computer

### 8. Comfort

Automatic climate control
Dual-zone front climate control
Rear climate control system
Cabin air filter
Rear under seat climate control ducts
Cloth headliner material
Full headliner coverage

Syracuse Regional Airport Authority™
All Rights Reserved

Full vinyl floor covering
Full floor coverage
**Cloth rear seat upholstery**
Carpet rear seatback upholstery
Urethane steering wheel
Manual tilting steering wheel
Manual telescopic steering wheel

### 9. Seats and Trim

Seating capacity: 5
Bucket front seats
Driver seat with 6-way directional controls
Front passenger seat with 4-way directional controls
Height adjustable front seat head restraints
Manual front seat head restraint control
Manual reclining driver seat
Power height adjustable driver seat
Power driver seat fore/aft control
Manual reclining passenger seat
Manual passenger seat fore/aft control
Fixed rear seats
Height adjustable rear seat head restraints
Split-bench rear seat
Manual driver seat lumbar
Manual front passenger seat lumbar
Cloth front seat upholstery

### 10. Entertainment Features

1 total number of 1st row displays
8 inch primary display
Primary touchscreen display
AM/FM stereo radio
AM/FM
In-vehicle audio
Seek scan
Auxiliary input jack
External memory control
Standard grade speakers
Speakers number: 4
Steering wheel mounted audio controls
Voice activated audio controls
Speed sensitive volume
Bluetooth wireless audio streaming
Integrated roof audio antenna

Syracuse Regional Airport Authority™
All Rights Reserved

### 11. Lighting, Visibility, and Instrumentation

Metal-look instrument panel insert
Digital/analog instrumentation display
Trip odometer
Full gauge cluster screen
Digital clock
Compass
Redundant digital speedometer
Driver information center
Tachometer
Engine/electric motor temperature gauge
Engine hour meter
Traction battery level gauge
Gauge cluster display size (inches): 12.30
Deep tinted windows
Projector beam headlights
LED low and high beam headlights
Auto on/off headlight control
Multiple enclosed headlights
DRL preference setting
Variable intermittent front windshield wipers
Speed sensitive wipers
Front reading lights
Rear reading lights
Variable instrument panel light
Daytime running lights
High mounted center stop light
LED brake lights

### 12. Technology and Telematics

Vehicle integrated emergency SOS system
Bluetooth handsfree wireless device connectivity
Apple CarPlay/Android Auto smart device mirroring
Fleet Telematics Modem selective service internet access

### 13. Safety and Security

Driver front impact airbag
Seat mounted side impact driver airbag
Curtain first and second-row overhead airbags
Passenger front impact airbag
Seat mounted side impact front passenger airbag
Passenger side knee airbag


All Rights Reserved

7 airbags
Rear seat center 3-point seatbelt
Front height adjustable seatbelts
Front seatbelt pretensioners
2 seatbelt pre-tensioners
Fleet Telematics Modem vehicle tracker
Security system
BLIS (Blind Spot Information System)
Pre-Collision Assist with Pedestrian Detection
Rear Cross-Traffic Braking collision mitigation
Pre-Collision Assist with Pedestrian Detection
External acoustic pedestrian alert
Rear camera with washer
Electronic stability control system with anti-rollover
Reverse Sensing System rear parking sensors

## Required Extra Package Options

Police Upgrade Package (65U)
Driver Only LED Bulb Spot Lamp (Whelen-51T)
Underbody Deflector Plate
Goodyear Eagle Enforcer All Weather Tires
1x Extra Vehicle Battery
Cloth Rear Seats

# Vehicle #2

### 1. Dimensions

Conventional Capacity: 5,000 lbs.
GCWR: 10,500 lbs.
Vehicle body length: 198.8"
Vehicle body width: 82.6"
Vehicle body height: 69.4"
Wheelbase: 119.1"
Front track: 66.9"
Rear track: 66.9"
Interior rear cargo volume: 52.3 cu.ft.
Interior rear cargo volume with seats folded: 90.6 cu.ft.
Max interior rear cargo volume: 90.6 cu.ft.
Total passenger volume: 118.0 cu.ft.
Headroom first-row: 40.7"
Headroom second-row: 40.4"
Leg room first-row: 43.0"


All Rights Reserved

Leg room second-row: 40.7"
Shoulder room first-row: 61.8"
Shoulder room second-row: 61.3"

### 2. Powertrain

Spark ignition system
3.3L V-6 direct injection, DOHC, variable valve control, engine with 285HP
Engine cylinders: V-6
Horsepower: 285 HP@6500 RPM
Torque: 260 lb.-ft.@4000 RPM
Engine oil cooler
Heavy-duty radiator
10-speed automatic
Automatic full-time AWD
All-wheel drive
Recommended fuel: regular gasoline
Easy Fuel capless fuel filler
All-speed ABS and driveline traction control
Permanent locking hub control

### 3. Fuel Economy and Emissions

Gasoline secondary fuel type
ULEV II emissions
E85 additional fuel types

### 4. Suspension and Handling

Standard ride suspension
Gas-pressurized front shock absorbers
Gas-pressurized rear shock absorbers

### 5. Drivability

4-wheel disc brakes
Front and rear ventilated disc brakes
4-wheel antilock (ABS) brakes
Four channel ABS brakes
Brake assist system
Hill start assist
Independent front suspension
Strut front suspension
Front anti-roll bar
Front coil springs
Independent rear suspension


All Rights Reserved

Rear anti-roll bar
Multi-link rear suspension
Electric power-assist steering system
Rack-pinion steering
2-wheel steering system

### 6. Body Exterior (Color: BLACK)

Trailer wiring harness
4 doors
Monotone paint
Body-colored bodyside cladding
Black wheel well trim
Black side window trim
Black door handles
Black windshield trim
Body-colored front bumper
Front tow hook
Body-colored rear bumper
Black front bumper rub strip
Black rear bumper rub strip
Black grille
Convex spotter in driver and passenger side door mirrors
Standard style side mirrors
Exterior mirror LED spot lights
Black door mirrors
Conventional left rear passenger door
Conventional right rear passenger door
Liftgate rear cargo door
**Goodyear Eagle Enforcer All Weather Tires**
18 x 8-inch front and rear black steel wheels

### 7. Convenience

Power door locks
Keyfob activated door locks
Power tailgate/rear door lock
Cruise control with steering wheel mounted controls
Day/Night rearview mirror
Power first-row windows
Cargo area tray/organizer
Driver footrest
Power cargo area access release
Rear window defroster
Fixed rear windshield
Rear windshield wipers


All Rights Reserved

Locking glove box
Driver and passenger door bins
Dashboard storage
Retained accessory power
Trip computer

### 8. Comfort

Automatic climate control
Dual-zone front climate control
Rear climate control system
Cabin air filter
Rear under seat climate control ducts
Cloth headliner material
Full headliner coverage
Full vinyl floor covering
Full floor coverage
**Vinyl Rear Seats**
Carpet rear seatback upholstery
Urethane steering wheel
Manual tilting steering wheel
Manual telescopic steering wheel

### 9. Seats and Trim

Seating capacity: 5
Bucket front seats
Driver seat with 6-way directional controls
Front passenger seat with 4-way directional controls
Height adjustable front seat head restraints
Manual front seat head restraint control
Manual reclining driver seat
Power height adjustable driver seat
Power driver seat fore/aft control
Manual reclining passenger seat
Manual passenger seat fore/aft control
Fixed rear seats
Height adjustable rear seat head restraints
Split-bench rear seat
Manual driver seat lumbar
Manual front passenger seat lumbar
Cloth front seat upholstery

### 10. Entertainment Features

1 total number of 1st row displays


All Rights Reserved

8 inch primary display
Primary touchscreen display
AM/FM stereo radio
AM/FM
In-vehicle audio
Seek scan
Auxiliary input jack
External memory control
Standard grade speakers
Speakers number: 4
Steering wheel mounted audio controls
Voice activated audio controls
Speed sensitive volume
Bluetooth wireless audio streaming
Integrated roof audio antenna

### 11. Lighting, Visibility, and Instrumentation

Metal-look instrument panel insert
Digital/analog instrumentation display
Trip odometer
Full gauge cluster screen
Digital clock
Compass
Redundant digital speedometer
Driver information center
Tachometer
Engine/electric motor temperature gauge
Engine hour meter
Traction battery level gauge
Gauge cluster display size (inches): 12.30
Deep tinted windows
Projector beam headlights
LED low and high beam headlights
Auto on/off headlight control
Multiple enclosed headlights
DRL preference setting
Variable intermittent front windshield wipers
Speed sensitive wipers
Front reading lights
Rear reading lights
Variable instrument panel light
Daytime running lights
High mounted center stop light
LED brake lights

Syracuse Regional Airport Authority™
All Rights Reserved

### 12. Technology and Telematics

Vehicle integrated emergency SOS system
Bluetooth handsfree wireless device connectivity
Apple CarPlay/Android Auto smart device mirroring
Fleet Telematics Modem selective service internet access

### 13. Safety and Security

Driver front impact airbag
Seat mounted side impact driver airbag
Curtain first and second-row overhead airbags
Passenger front impact airbag
Seat mounted side impact front passenger airbag
Passenger side knee airbag
7 airbags
Rear seat center 3-point seatbelt
Front height adjustable seatbelts
Front seatbelt pretensioners
2 seatbelt pre-tensioners
Fleet Telematics Modem vehicle tracker
Security system
BLIS (Blind Spot Information System)
Pre-Collision Assist with Pedestrian Detection
Rear Cross-Traffic Braking collision mitigation
Pre-Collision Assist with Pedestrian Detection
External acoustic pedestrian alert
Rear camera with washer
Electronic stability control system with anti-rollover
Reverse Sensing System rear parking sensors

## Required Extra Package Options

Police Upgrade Package (65U)
Driver Only LED Bulb Spot Lamp (Whelen-51T)
Underbody Deflector Plate
Rear-Door Controls Inoperable
Goodyear Eagle Enforcer All Weather Tires
1x Extra Vehicle Battery
Vinyl Rear Seats

**Exhibit B**

**SYRACUSE REGIONAL AIRPORT AUTHORITY**

Syracuse Regional Airport Authority™
All Rights Reserved

## NON-COLLUSIVE BID CERTIFICATION

By submission of this bid, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint bid 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 bid 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 bid 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 bid for the 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

## APPENDIX A


All Rights Reserved

# FEDERAL AND NEW YORK STATE GOVERNMENT CONTRACT CLAUSE REQUIREMENTS

**Federally Required Contract Clauses** (Current as of March 17, 2026)

The Authority is the recipient of U.S. Department of Transportation grant monies and as such is required to include specific contract provisions in project contracts and to further require that all contractors engaged by the Authority for such projects include specific contract provisions in all of such contractor's contracts with any subcontractors. Contractor hereby specifically acknowledges such contract language requirements and specifically agrees on its behalf and for any subcontractor engaged by contractor as follows:

## 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.

The above provision obligates the Contractor for the period during which the property is used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

## TITLE VI COMPLIANCE

### Title VI Solicitation Notice:

The Sponsor, 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), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids 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.

### 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:


All Rights Reserved

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.


All Rights Reserved

**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 U.S.C. § 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 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);
- 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (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 U.S.C. § 1681, et seq).

**New York State Required Contract Clauses** (Standard Clauses for NYS Contracts-2023)

The Authority is a New York State public benefit corporation and as such is required to include specific contract provisions in all such project contracts and to further require that all contractors engaged by the Authority for such projects include specific contract provisions in all of such contractor's contracts with any sub-recipients or subcontractors. Contractor hereby specifically acknowledges such contract language requirements and specifically agrees on its behalf and for any sub recipient or subcontractor engaged by Contractor as follows:


All Rights Reserved

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, licenser, 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,


All Rights Reserved

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


All Rights Reserved

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


All Rights Reserved

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


All Rights Reserved

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


All Rights Reserved

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;


All Rights Reserved

(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 §


All Rights Reserved

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/Offerors 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.


All Rights Reserved