SYRACUSE REGIONAL AIRPORT AUTHORITY
Contract Security
Request for Proposal 2026-19

Issued:	November 2nd, 2026
Submission Deadline:	**January 8th, 2027, no later than 4:00 pm Eastern Time.**
Submission Format:	Email PDF to **bids@syrairport.org** Proposals are only accepted electronically. Please print the words RFP Reference # 2026-19 on the cover page of the proposal and on the email subject line.

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. Proposers 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 the following address: bids@syrairport.org.

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, a Category I, Small Hub Airport. 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 security personnel services at Syracuse Hancock International Airport (SYR) for up to a five (5) year period, which will be awarded as a three (3) year contract with a single (2) two-year renewal option, subject to Authority approval. A comprehensive description of the Project Scope of Services can be found at **Exhibit A** to the 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:

November 2nd, 2026 - Issuance of Request for Proposals

December 4th, 2026 4:00 PM Eastern Time - Question/Clarification Submission

December 11th, 2026 - Response to Respondent's Questions

January 8th, 2027, 4:00 PM Eastern Time - Proposal Submission Deadline

January 18th - February 5th, 2027- Proposer Interviews

February 15th, 2026 - Award of Contract by the Authority

June 1, 2027 - Execution of Contract with Successful Proposer

July 1, 2027 - Successful Respondent assumes Operational Responsibility

Please note: *The Authority reserves the right to change any of the dates stated in this RFP. If such change occurs, the Authority will notify all entities who received the RFP 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/).*

1.4 Pre-Bid Inspection

Most services covered by the RFP are publicly accessible 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: The Authority reserves the right to amend, cancel or postpone this RFP at any time without penalty. The Authority 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 the Authority to the selected proposer.

1.6 Unbalanced Proposals

The Authority reserves the right to reject any and all proposals at any time not deemed in the best interest of the Authority and to reject as informal such proposals, as in the Authority'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 2026-19 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 the Syracuse Regional Airport Authority's website, https://syrairport.org/sraa/bids-rfp-rfq/ .

The Authority 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 Authority'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 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 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 the Authority 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.

The Authority 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 Authority's 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 page
Experience on similar scope & size airport contracts (not SRAA)	3 pages
Approach for scope of work	2 pages
Equipment, Vehicle, and Uniform Capabilities	2 pages
Company Management & Supervisory Staffing approach & experience	2 pages
Non-Collusive, Questionnaire, and Fee Schedule (forms attached to the RFP)	4 Pages

Proposers should also be willing and able to provide additional information that may be required. In addition, interviews will be conducted by a review committee appointed by the Authority. All information and materials submitted to the Authority in response to this RFP will become the property of the Authority. 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. The Authority shall endeavor to protect the identified information only to the extent allowed under applicable law.

By submitting a proposal to the Authority 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 the Authority; 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 Authority and its members, officers, staff and employees relating to the submission of the proposer's proposal to the Authority. 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 Authority representatives at such meeting/tour are informal and are not binding on the Authority.

2.0 Proposals and Qualifications Review

Upon receipt of proposals, the Authority shall internally review each proposal and make a recommendation. 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 Authority. The Syracuse Regional Airport Authority reserves the right to waive any formalities and to reject or negotiate any and all proposals for any reason.

2.1 Award

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

2.2 Restriction of Communications

Proposers are prohibited from contact related to this RFP with any Authority 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 the Authority. 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 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 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." 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 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 the Authority 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. The Authority 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 the Authority and available on its website at: Whistleblower-Policy-and-Procedures.pdf

2.7 M/WBE-SDVOB Program

As advised above, the Authority is a New York public benefit Corporation. As such it must comply with Articles 15-A and 17-B of the New York State Executive Law pertaining to Minority/Women Business Enterprises (M/WBE) and Service-Disabled Veteran Owned Businesses (SDVOB) respectively. These statutes require the Authority to promote contracting opportunities for M/WBE's and SDVOB's. In turn, 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 the Authority. 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 the Authority and the successful proposer, will impose reporting obligations on the awarded contractor to periodically report various M/WBE and SDVOB information to the Authority. The various M/WBE-SDVOB forms and information which the Authority requires all proposers to complete and submit with each proposal can be found at https://syrairport.org/sraa/supplier-diversity-program/. The Authority does not require a specific percentage of M/WBE–SDVOB participation, but proposers must show good-faith efforts to utilize available and relevant firms as subcontractors or within their project plan.

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 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 proposer prior to commencing work.

3. Final designation of a proposer will depend on satisfaction of all additional RFP documentation and review requirements of the Authority and will be subject to subsequent approval by the Authority.
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 the Authority or Syracuse Hancock International Airport. The Authority reserves the right to reject any response to this RFP by any such proposer.
5. The Authority 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 the Authority. Any such obligation or agreement may only be incurred or entered into by 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 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: The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 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 RFP 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, the Authority and/or any Ad Hoc Committee it shall appoint for reviewing proposals ("Committee") will review each Proposal and may recommend a Proposer(s) 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 the Authority or its Committee. Also, interviews and office visits may be requested at the discretion of the Authority/Committee.

Upon review of proposals submitted by Proposers, the Authority/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 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 Proposer will be allowed to alter its proposal or add information.

2.9.2 Submission Review

The Authority/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 SRAA project.
2. The Proposer's specific experience, stability, and history of performance providing the requested services similar to those under consideration.
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 fees 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 the Authority if relevant. Previous experience at the Authority 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 the Authority 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.

The Authority and its review committee will determine which proposal(s) best satisfies its requirements. The Authority 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. The Authority may request clarification of a proposal.

2.9.4 Reservation of Rights

The Authority 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 the Authority'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 the Authority;
xiv. conduct contract negotiations with the next responsible proposer, should the Authority 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 the Authority be unsuccessful in negotiating a contract with a selected Proposer, the Authority may begin contract negotiations with the next highest-rated qualified Proposer. In addition, if it is subsequently determined by the Authority that the selected Proposer is non-responsible, the Authority may then invite the next highest rated, qualified Proposer(s) to enter negotiations for purposes of executing a contract. The Authority may do all of the foregoing without the need to recommence the RFP 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 RFP only in accordance with the Authority'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 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 Authority 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:

D.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

D.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) Combined Single Limit.	$2,000,000
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.

D.3 Umbrella form Excess liability coverage with limits of not less than total proposed monetary value of services provided in a 12-month period under this Contract.

D.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.

D.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.

D.6 Such other kinds of insurance as may be required by the Authority 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 the Authority.

D.7 If any operations performed within the scope of this project require the use of any aircraft or watercraft (owned or unowned), the Contractor shall maintain liability insurance satisfactory to the Authority.

D.8 If any operations performed within the scope of this project include design work, the Contractor shall maintain Professional Liability Insurance with a limit of not less than $1,000,000. Such insurance shall be satisfactory to the Authority.

D.9 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 the Authority.

D.10 The Authority and City of Syracuse shall be named "additional insured" on the General Liability, Automobile, Excess Liability policies, and, if applicable, any liability policies carried on watercraft. 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 the Authority. Policies shall not be canceled, materially changed or non-renewed without thirty (30) days advance notice to the Authority.

2.9.7 CONTRACT PREPARATION/NEGOTIATION

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

As both a recipient of Federal Grant monies, and the fact that the Authority is a New York State Public Benefit Corporation, it is required to include certain clauses in all of its contracts. A list of those clauses is annexed hereto at Exhibit "C". 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 services of a qualified firm to provide the Syracuse Regional Airport Authority with Security Personnel Services at the Syracuse Hancock International Airport. The qualified firm awarded the contract will deliver these services in full and complete compliance with the Airport Security Program required by Part 1542 of Title 49 of the Code of Federal Regulations and approved by the Transportation Security Administration (TSA). These services will occur on the Airport premises, including the Airport's Terminal Building, public areas, secured areas, Air Operations Area (AOA) and Security Identification Display Area (SIDA), including access points, as described in the Airport Security Program.

The scope includes the following:

- Traffic control and management along the airport curbline, including drop-off and arrivals areas.
- Implementation of access control measures at vehicle gates and designated doors as required by §1542.203(b)(1).
- Execution of challenge procedures in accordance with the Authority's Challenge Program, per §1542.211(d).
- Participation in training programs to ensure compliance with §1542.213 and §1542.217(c)(2), as applicable to assigned duties.
- Deployment of sufficient security personnel to meet the requirements of §1542.215(a).
- Creation and maintenance of records as outlined in §1542.221.
- Implementation of incident management procedures required by §1542.307 and detailed in the Airport Security Program.
- Conducting employee / aviation worker screening at randomized times and locations.
- Assisting with the retrieval of lost and found property.
- Facilitating passenger assistance as needed.
- Performing general roving terminal security patrols as directed.
- Completing other tasks assigned by SRAA staff.

Equipment and Office Space Provided A security office will be provided to the successful respondent at no cost. The respondent shall also have access to a shared small conference room and kitchen space for employee and authority use.

Vehicles Required The successful respondent will be responsible for providing one (1) marked security vehicle. Said vehicle shall clearly display the word "Security" on all sides, and will have company logos. The vehicle should be at least a 2022 or newer model year, and equipped with either four (4) wheel drive or all-wheel drive as it will be used during inclement weather including snow. The vehicle will be equipped with an amber hazard light bar, which will be activated while in operation. The vehicle shall be used for traffic control, gate relief, perimeter checks, escorts, and other duties upon request of SRAA staff. Respondents should expect to accrue an estimated 10,000 miles per year on said vehicle.

Equipment Required The successful respondent will be responsible for providing the following uniforms and equipment:

- Computers, phones, printers, and office supplies (including printer ink) needed to facilitate operations on site.

- Portable radios for each actively working employee capable of communicating with other employees assigned to different locations around the airport campus, and (2) two portable radios for use by the Airport Communications Center.
- Leasing and licensing of a radio repeater and dedicated radio channel.
- A technology solution for supervisors and employees to document incidents, disseminate messages to staff, and maintain records of activity.
- A technology solution to ensure that employees are performing security checks at assigned locations (e.g. a Bluetooth tracking system).
- Flashlights, lighted wands, and reflective traffic vests for curbline employees.
- Uniforms shall be standardized across all employees, including subcontractors, and shall clearly indicate "Security" on the front and back. Company shoulder sleeve insignia is authorized and shall be consistent for all employees and subcontractors. Uniforms shall be always kept in a neat and presentable appearance when worn. Cold weather uniforms shall also be standardized and provided to employees.
- Metal detector wands capable of supporting aviation worker screening.
- During the contract period, TSA may require the deployment of Explosive Testing Detection (ETD) screening equipment at screening checkpoints manned by airport security personnel. If this amendment is made to the Airport Security Plan, respondent will provide ETD equipment, test strips, and training to personnel sufficient to meet the TSA mandate. Such equipment shall be subject to TSA regulation compliance and approval.
- Additional equipment, supplies, and PPE necessary for safe and efficient security operations not listed in "Equipment and Office Space Provided," are to be provided by the respondent.

Airport Security Personnel The successful respondent will be responsible for recruiting, screening, hiring, training, providing, and supervising the Airport Security Personnel described in this section. The Airport Security Personnel shall consist of airport security officers who satisfy all required qualifications, licensing, registrations, and training, including but not limited to those set forth in this RFP, the Airport Security Program and Part 1542 of Title 49 of the Code of Federal Regulations, as amended, and New York State law (Airport Security Personnel hereinafter referred to as "airport security officers").

The successful respondent shall provide the appropriate number of airport security officers per shift to effectively cover the following duties and responsibilities during the required hours of the day and days of the week as defined below and detailed on pages 13 and 14 of this RFP.

Assignment	Hours	Days
Gate 101	6:00 AM to 4:00 PM	Monday - Friday
Gate 108	24 hours	Daily
Curb / Terminal	4:00 AM to 12:00 AM	Daily
Aviation Worker Screening	Various (18 -19 Hours Weekly)	Various

Formatted: Table Paragraph, Right: 0"

Note: The purpose of this section is to define the areas of the airport, along with the hours and days during which security services are required, and to guide respondents in evaluating operational efficiencies when proposing appropriate staffing levels. These efficiencies may include cross-training security officers to ensure coverage throughout the airport's operational flow, strategically scheduling part-time and full-time personnel to maximize effectiveness and minimize cost, and other measures that support a streamlined and responsive security operation.

Gate 101 – Duties and Responsibilities:

To include, but not limited to access control, vehicle and SIDA badge inspection, driver's license inspection, and maintenance of a gate activity log.

Gate 108 - Duties and Responsibilities:

To include, but not limited to access control, vehicle and SIDA badge inspection, driver's license inspection, and maintenance of a gate activity log.

Curb line and Terminal - Duties and Responsibilities:

To include but not limited to traffic control and direction along the main curb line of the terminal, terminal patrols, response to security related incidents, inspection of items being moved from the public to the secure or sterile areas (including supplies delivered to the loading dock), assistance in the management of lost and found property, assist with the summoning of passenger services, and other duties as needed.

Respondents should be advised that the number of airport security officers and required hours could change in the future based upon the requirements of TSA and/or the Airport. The successful respondent would be given adequate notice of such a change and would be required to provide additional airport security officers, with an accompanying adjustment in the successful respondent's fee.

Airport Security Program / Site Manager The successful respondent will staff the position of Airport Security Program / Site Manager, on a full-time basis (approximately 8:00 a.m. to 4:00 p.m., Monday through Friday), with additional hours required when needed.

Training and Certification The security officers must be licensed or registered as Security Guards in New York State. They must complete training, at contractor's expense, on Airport security operations, deescalation techniques, traffic safety, and other topics as deemed necessary by the respondent and SRAA.

Wages

The successful respondent is responsible for all airport security officers and for the payment of their compensation in accordance with applicable Law, including prevailing wages, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

Hours of Work

The Contractor shall assign the airport security officers as follows, or as otherwise may be required by the Airport Security Program, as approved by the TSA on thirty (30) days notice to the Contractor:

1. One (1) Shift Supervisor (Supervisory Airport Security Officer) responsible for overseeing employee performance, communicating organizational needs, responding to airport emergencies, performing day-to-day ASO functions as outlined below and other tasks as needed (**7 days a week 4:00 AM to 12:00 AM);**

2. Three (3) airport security officers shall perform curbline activities (patrol the curbline; parking garage, parking lots, issue parking citations); vendor checks, employee screening, alarm response and other areas as may be assigned (**7 days a week 6:00 AM to 12:00 PM and 4:00 PM to 12:00 AM**);

3. Two (2) airport security officers shall perform curb line activities (patrol the curbline; parking garage, parking lots issue parking citations); vendor checks, employee screening, alarm response and other areas as may be assigned (**7 days a week 4:00 AM to 6:00 AM and 12:00 PM to 4:00 PM);**

4. One (1) airport security officers shall perform curb line activities (patrol the curbline; parking garage, parking lots, issue parking citations); vendor checks, employee screening, alarm response and other areas as may be assigned (**7 days a week 12:00 AM to 4:00 AM**);

5. One (1) airport security officer serving as cargo gate officer, stationed at the vendor gate #108 (**7 days a week, 24 hours a day**); and

6. One (1) airport security officers serving as vendor gate officer, stationed at the vendor gate #101 (**Monday - Friday, 6:00 AM to 4:00 PM**).

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.

Bidders Qualifications: Proposer must have experience performing as a 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 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 the Authority. Previous performance and actions of the proposed subcontractor may be considered by the Authority, and
- To extent possible, provide a list of proposed subcontractors and associated services to be provided 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).

Disqualification of Bidders A bidder 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 bidders. Bidders 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 bidder.

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/Federal Government from acting as prime contractor or subcontractor on State/Federal project; and likewise have not been disqualified from acting as the prime contractor or subcontractor on this project.

Sales Tax Exemption The Authority 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.

Requests for Information

A. Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents or day-to-day responsibilities, Contractor shall contact the SRAA Airport Police Chief for clarification and response.
B. The SRAA will issue a written response to the Contractor to memorialize any modifications to scope of work.

Exhibit B

SYRACUSE REGIONAL AIRPORT AUTHORITY
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

The Syracuse Regional Airport Authority is the recipient of federal grant monies from the Federal Aviation Administration and as a grant recipient is required to include certain federal clauses in all of its contracts (the "Federal Clauses"). The Authority is also a New York State public benefit corporation and as a result is required to include certain New York required clauses in all of its contracts (the "NYS Clauses"). Both the Federal and NYS Clauses require specific language and each differs in the way parties to an agreement are identified and in their internal numbering and section references. However, the party references can be clearly determined based upon the context of the applicable Clauses, and the parties to this Agreement explicitly agree that the varying party references and internal structure of the Clauses shall not be asserted as a basis to object to a particular Clauses applicability, or the enforceability of this Agreement.

FAA Required Contract/Lease Provisions for Non-AIP Contracts (March 17, 2026)

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 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:

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.

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).

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

1. 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.

2. In the event of breach of any of the above Non-discrimination covenants, Owner 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.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

This Agreement and any subcontracts resulting therefrom incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text.

The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

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, 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, 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.

VENDOR CONTRACTOR QUALIFICATION

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 as a contractor under your recent business name? Under other names? (List names and addresses)

_____

_____

How many years' experience in security 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:

_____

_____

_____

_____

List specific projects which your organization has completed in the last **five years** of similar size and scope. Do not include work performed at SRAA. (Attach additional sheet if required):

Contract Amount	Type of Work	% of Subcontract	Completed Date	Location	Name & Telephone of Owner

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

Name	Present Position	# of Years with Company	Security Experience	Supervisor Experience	In What Capacity

Fee Schedule

Commented [BY1]: Include all 5 years.

Please complete fee schedule with bid price in each category. The SRAA Requires the bidder to follow the currently prescribed prevailing wage for "Security Guard (Unarmed)" in Onondaga County, New York. The "Bill Rate" should be the hourly rate inclusive of all costs of wages, benefits, training, vehicles, materials, and equipment. The below referenced years represent the SRAA's Fiscal Year schedule of July 1st – June 30th.

ASO: Airport Security Officer
SASO: Supervisory Airport Security Officer
PM: Program Manager / Site Supervisor
OT: Overtime

	Weekly Hours	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032
ASO Bill Rate	624					
ASO OT Bill Rate						
ASO Pay Rate						
SASO Bill Rate	140					
SASO OT Bill Rate						
SASO Pay Rate						
PM Bill Rate	40					
PM Pay Rate						