



ALBANY COUNTY AIRPORT AUTHORITY

REGULAR MEETING

September 16, 2024

AGENDA

General:

- 1. Chairman's Remarks**
- 2. Approval of Minutes**
Regular Meeting - August 12, 2024
Special Meeting – September 4, 2024
- 3. Communications and Report of Chief Executive Officer**

Reports:

- 4. Chief Operating Officer**
- 5. Chief Financial Officer**
- 6. Project Development**
- 7. Counsel**
- 8. Concessions/Ambassador Program**
- 9. Public Affairs**

Action Items:

- 10. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments**
 - 10.1 License Agreement – Lease No. L-21-1093 – 845 Watervliet Shaker Road with United Parcel Service, Inc.**



- 10.2 Lease of 70A Sicker Road with RarePh8, Inc. (d/b/a Realm Artesian Water)**
- 10.3 Approval of Modification and Extension Management Operating Agreement for Fixed Base of Operations and Fuel Farm with REW Investments, Inc., d/b/a Million Air –Albany.**
- 10.4 Intentionally Left Blank**
- 10.5 Authorization to Award: Contract No. S-1196 Professional Engineering Services for the General Aviation (GA) Apron Reconstruction with McFarland Johnson, Inc.**
- 10.6 SC-1210 Annual Service Contract with Fire, Security & Sound Systems, Inc. for Terminal Alarm System**
- 10.7 Award of Contract 1165-GC – Passenger Boarding Bridge Replacement A6 and B6**
- 10.8 Issue Purchase Orders for purchase of materials and enter into any required agreements for lease of two AvGasrefueler trucks.**
- 10.9 Issue Purchase Order for Purchase of Materials at Fixed Cost Option – Glycol**
- 10.10 Agreement of Credit Card Merchant Services for the Parking Operation**
- 10.11 Transfer and Assign Agreement with EPIC Aviation to Ascent Aviation a Wholly-Owned subsidiary of World Kinect Corporation**
- ADD ON 10.12 Contract No. 1120-AM - AvPorts Extension Airport Management Services Agreement with AVPORTS ALB LLC**
- 10.13 Lease Bldg. No. 211 - COMMUTEAIR LLC D/B/A CommuteAir Contract No. L-24-1185 – 85 Sicker Road**
- 10.14 Lease Bldg. No. 222 - COMMUTEAIR LLC D/B/A CommuteAir Contract No. L-24-1185 – 85 Sicker Road**
- 10.15 Authorization: Bldg #109 (Hangar 4. Community Hangar), 16 Jetway Drive, Albany 12211**



10.16 PFC Application: Authorization to Submit the Passenger Facility Charge Applications

11. Authorization of Change Orders

**11.1 Change Order No. 1 for Terminal Expansion – Elevators & Escalators
Contract No. 1082-ESC - DEFERRED**

**11.2 Change Order No. 9 Terminal Expansion – Site Work
Contract No. 1082-GC - DEFERRED**

**11.3 Change Order 1 for Titan Roofing for State Police Hangar Project
Contract No. 1152-GC**

**11.4 Change Order 1 for Access Anvil for Airport Gate and Fence
Replacement Project Contract No. 1146**

12. Authorization of Federal and State Grants

13. Informational Only – None

Old Business:

New Business:

Executive Session - Attorney-Client Privilege Matters

ES-1 - Matter Involving a Particular Person(s)

AGENDA ITEM NO. 1

Chairman's Remarks

AGENDA ITEM NO. 2

Approval of Minutes



ACAA Approved
09/16/2024

Minutes of the Special Meeting of the Albany County Airport Authority

September 4, 2024

Pursuant to notice duly given and posted, a Special meeting of the Albany County Airport Authority was called to order on Wednesday September 4, 2024 @ 9:00 a.m. in the Conference Room in the Air Rescue Firefighting Facility (ARFF) 10 Jetway Drive at the Albany International Airport by Chairman Samuel A. Fresina with the following present:

MEMBERS PRESENT

Samuel A. Fresina
Kevin R. Hicks, Sr.
Sari M. O'Connor
Janet M. Thayer
Thomas A. Nardacci
John-Raphael Pichardo

MEMBERS ABSENT

Steven Heider

STAFF

Christine C. Quinn
Michael F. Zonsius
Matt Cannon
Connor Haskin
Liz Charland
John LaClair
Matt Mokey
Helen Chadderdon
Jenn Munger

ATTENDEES

Todd Pennington, Airport Manager, AvPorts
Carmiena Brooks, Assistant Airport Manager, AvPorts
Steven Smith, Communications Director, AvPorts
Brian King, Manager Million Air
Fire Chief Steve Dorsey, AvPorts
Jeff Lovell, Managing Director Park Strategies, LLC
Kevin Butterfield, Albany County Communications
Mike DeMasi, Albany Business Review
Donna Abbot-Vlahos
Leanne Politi, The Martin Group
Steve Hughes, Times Union
Dan Wrenn, NYS
Andrew King, AvPorts
Will Waldron, Times Union
Glen Doherty, Hodson, Russ, LLP
Katherine Mahoney, AvPorts
Chris Pasquinni, AvPorts
Carl Stewart, Turner Construction



Rob Wagner, Project Manager, Turner Construction
Arturo Garcia, AvPorts
Perry Blanchard, AvPorts, IT

Chair Fresina noted that there was a quorum and advised there will be no public comments.

General:

1. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments

1.1 Contract No. S-1207 RFP – Executive Search Firm

Mr. Nardacci made a motion to approve a Request for Proposal for contract No. S-1207 for an Executive Search Firm. The motion was adopted unanimously.

1.2 Approval of Expense and Representation of Glen P. Doherty, Esq. of Hodgson Russ, LLP as Counsel to the Albany County Airport Authority Board

Mr. Pichardo made a motion to approved the retention of Glen P. Doherty of Hodgson Russ, LLP as Counsel to the Albany County Airport Authority Board of Directors and authorizes all payments and expenses necessary from August 12, 2024 onwards. The motion was adopted unanimously.

ADD-ON 1.3 Procurement Management and Related Legal Services with Monaco Cooper Lamme & Carr, PLLC

Mr. Pichardo made a motion to approve procurement management and related services with Monaco Cooper Lamme & Carr, PLLC until an executive search firm has been identified and appointed by the Board of Directors at a future dates. The motion was adopted unanimously.

Mr. Pichardo made a motion to go into Executive Session to discuss the following:

Executive Session

ES-1 Discuss Matters Leading to the Suspension of a Particular Person
Action taken: Notice to CEO – unanimous.

ES-2 Attorney-Client Matter
No Action

ES-3 Employment History of a Particular Individual or Company
Discuss matters leading to the appointment of a particular person(s).
Action taken: Resolved to appoint acting CEO – unanimous.
Action taken: Resolved to appoint COO – unanimous.

The motion was adopted unanimously.



Mr. Pichardo made a motion to return to Regular session. The motion was adopted unanimously.

There being no further business, the meeting was adjourned at 12:05 p.m.



ALBANY COUNTY AIRPORT AUTHORITY

SPECIAL MEETING

AGENDA

September 4, 2024

Action Items:

1. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments

1.1 Contract No. S-1207 RFP – Executive Search Firm

1.2 Approval of Expense and Representation of Glen P. Doherty, Esq. of Hodgson Russ, LLP as Counsel to the Albany County Airport Authority Board

ADD-ON 1.3 Procurement Management and Related Legal Services with Monaco Cooper Lamme & Carr, PLLC

Executive Session - Attorney-Client Privilege Matters

ES-1 Discuss Suspension of a Particular Person

ES-2 Attorney-Client Matter

ES-3 Employment History of a Particular Individual or Company

Item No - ES-1
Special Meeting
September 4, 2024

Corporate Resolution of
Albany County Airport Authority

RESOLVED, The Board of Directors of the Albany County Airport Authority, a New York Public Authority, at a duly noticed meeting on September 4, 2024, hereby divests Phil Calderone of all authority and responsibilities of Chief Executive Officer of the Albany County Airport Authority, effective immediately, *excepted as requested and directed by the Board of Directors.*

September 4, 2024



Sam Fresina
Chairperson of the Board

Item No. 1.1
Special Meeting
September 4, 2024

Corporate Resolution of
Albany County Airport Authority

RESOLVED, The Board of Directors of the Albany County Airport Authority, a New York Public Authority, at a duly noticed meeting on September 4, 2024, hereby approves a Request for Proposal for Contract No. S-1207 for Executive Search Firm.

September 4, 2024

A handwritten signature in black ink, appearing to read 'S. Fresina', written over a horizontal line.

Sam Fresina

Chairperson of the Board

Item No. 1.2
Special Meeting
September 4, 2024

Corporate Resolution of
Albany County Airport Authority

RESOLVED, The Board of Directors of the Albany County Airport Authority, a New York Public Authority, at a duly noticed meeting on September 4, 2024, hereby approves, Glen P. Doherty of Hodgson Russ LLP as Counsel to the Albany County Airport Authority Board of Directors and authorizes all payments and expenses necessary from August 12, 2024 onwards.

September 4, 2024



Sam Fresina
Chairperson of the Board

Corporate Resolution of
Albany County Airport Authority

RESOLVED, The Board of Directors of the Albany County Airport Authority, a New York Public Authority, at a duly noticed meeting on September 4, 2024, hereby approves procurement management and related services with Monaco Cooper Lamme & Carr, PLLC until a executive search firm has been identified and appointed by the Board of Directors at a future date.

September 4, 2024



Sam Fresina
Chairperson of the Board

Corporate Resolution of
Albany County Airport Authority

RESOLVED, The Board of Directors of the Albany County Airport Authority, a New York Public Authority, at a duly noticed meeting on September 4, 2024, hereby appoints Peter Stuto as "Acting Chief Executive Officer", effective immediately, with all authority and responsibilities of Chief Executive Officer of the Albany County Airport Authority until a successor Chief Executive Officer is appointed at a future time by the Board of Directors and at a salary to be determined at the September 16, 2024 meeting.

September 4, 2024



Sam Fresina
Chairperson of the Board

ES-3
Special Meeting
September 4, 2024

Corporate Resolution of
Albany County Airport Authority

RESOLVED, The Board of Directors of the Albany County Airport Authority, a New York Public Authority, at a duly noticed meeting on September 4, 2024, hereby appoints John O'Donnell as Chief Operating Officer, effective immediately, with all authority and responsibilities necessary to act or be called up as Chief Executive Officer of the Albany County Airport Authority and/or as authorized by the Board of Director until a successor Chief Executive Officer is appointed at a future time by the Board of Directors and at a salary to be determined at the September 16, 2024, meeting.

September 4, 2024



Sam Fresina
Chairperson of the Board



Minutes of the Regular Meeting of the Albany County Airport Authority

August 12, 2024

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on Monday August 12, 2024 @ 9:00 a.m. in the 3rd Floor Conference Room of the main terminal located at the Albany International Airport by Chairman Samuel A. Fresina with the following present:

MEMBERS PRESENT

Samuel A. Fresina
Kevin R. Hicks, Sr.
Steven H. Heider
Thomas A. Nardacci
Sari M. O'Connor
John-Raphael Pichardo
Janet M. Thayer

MEMBERS ABSENT

STAFF

Philip F. Calderone, Esq.
Christine C. Quinn
Michael F. Zonsius
Matt Cannon
Connor Haskin
Liz Charland
Margaret Herrmann
John LaClair
Dwayne Lovely
Matt Mokey
Helen Chadderdon
Jenn Munger
Bobbi Matthews

ATTENDEES

Todd Pennington, Airport Manager, AvPorts
Carmiena Brooks, Assistant Airport Manager, AvPorts
Steven Smith, Communications Director, AvPorts
Brian King, Manager Million Air
Fire Chief Steve Dorsey, AvPorts
Jeff Lovell, Managing Director Park Strategies, LLC
Kevin Butterfield, Albany County Communications
Mike Lalli, Albany County
Beth DiBattista, VP Operations, Turner Construction
Rob Wagner, Project Manager, Turner Construction



Arturo Garcia, AvPorts
Chief Steven Dorsey, ARFF
Captain Chris Menge, ARFF
John Panarello, AvPorts
Kevin Hehir, AvPorts
Chris Pasquinni, AvPorts
Perry Blanchard, AvPorts
Dennis Feeney, Majority Leader (Albany County Legislature)

Chair Fresina noted that there was a quorum.

General:

- 1. Chairman's Remarks**
- 2. Approval of Minutes**

Approval of the minutes of the July 22, 2024. The motion was adopted by majority with Mr. Nardacci abstaining.

Management Reports:

- 3. Communications and Report of Chief Executive Officer**

Mr. Calderone reported on the following in his Communications Report for the month of August 2024 – (Power Point attached.)

Arturo Garcia, AvPorts Chief Operating Officer presented the ACI Survey updates.

- 4. Chief Financial Officer Report**

Mr. Zonsius presented the Financial Report for the month of August 2024. (Power Point attached.)

- 5. Project Development**

Mr. LaClair presented the Project Development report for the month of August 2024. (Power Point attached.)

- 6. Counsel**

Ms. Quinn advised all union contracts are settled.

- 7. Concessions/Ambassador Program**

Ms. Chadderdon presented the Concessions/Ambassador report for the month of August 2024.

- 8. Public Affairs**

Mr. Smith presented a Public Affairs report for the month of August 2024. (Power



Point attached.)

9. Business & Economic Development

Mr. Cannon provided an airline update for the month of August 2024.

10. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments

10.1 Purchase Order: Request for Authorization to purchase one (1) new Front Mount Snow Blower & Chassis from M-B Companies, Inc. under Contract E-1194 (Contingent upon FAA Concurrence)

Mr. Haskin recommended authorization to issue a Purchase Order to purchase one (1) new Front Mount Snow Blower & Chassis from M-B Companies, Inc. under Contract E-1194 (Contingent upon FAA Concurrence) in the amount of \$913,529. He advised the Authority conducted an open competitive bid for one (1) Airport Carrier Vehicle High Speed Snow Blower. M-B Companies, Inc.'s proposal resulted in the lowest competitive bid under Contract Bid # E-1194. The vendor bid meets the minimum specifications as outlined in the bid documents. This equipment purchase is three of three items of snow removal equipment being funded from AIP Grant 3-36-0001-147-2021. Approval of this request will be contingent on the Federal Aviation Administration's (FAA) concurrence with M-B Companies' Buy America Preference Requirements compliance. He also noted that "additional federal funding will be requested during closeout of FAA Grant 3-36-0001-147-2021." This contract will be 64% federally funded, 5% state funded and 31% airport funded.

Ms. O'Connor moved to approve the purchase of one (1) new Front Mount Snow Blower & Chassis from M-B Companies, Inc. under Contract E-1194 (Contingent upon FAA Concurrence) in the amount of \$913,529. The motion was adopted unanimously.

10.2 Negotiations: Professional Service Contract S-1196 Engineering Services for General Aviation Apron Reconstruction with McFarland Johnson, Inc.

Mr. LaClair recommended negotiation of Professional Services Contract S-1196 for Engineering Services for the General Aviation (GA) Apron Reconstruction with McFarland Johnson, Inc. He advised an RFQ was advertised and a review committee evaluated the submitted proposals. McFarland Johnson, Inc. received the highest score. The contract award will be contingent upon Board approval of negotiated scope and fee established following FAA grant guidelines. This contract will be 90% federally funded, 5% state funded and 5% airport funded.

Mr. Heider moved to authorize negotiations of Professional Services Contract S-1196 for Engineering Services for the General Aviation (GA) Apron Reconstruction with McFarland Johnson, Inc. contingent upon Board approval of negotiated scope and fee established following FAA grant guidelines. The motion was adopted unanimously.



10.3 Purchase: One (1) 2024 Chevrolet Silverado 2500HD 4WD Crew Cab - Joe Basil Chevrolet, Inc.

Mr. Zonsius recommended authorization to issue a Purchase Order to purchase One (1) 2024 Chevrolet Silverado 2500HD 4WD Crew Cab from Joe Basil Chevrolet, Inc., 511 Transit Rd., Depew, New York 14043 in the amount of \$51,119.26.

He advised this unit will replace a 2005 Chevrolet Pickup truck. Purchase is authorized pursuant to Procurement Policy, Section 2.11(ii), New York OGS Mini-Bid Reference Number 72324. He further advised the lower two bids received, \$46,687.58 and \$49,507.10 were not selected and they did not meet the specifications of the proposal. This purchase will be 100% airport funded.

Mr. Pichardio moved to approve the purchase of One (1) 2024 Chevrolet Silverado 2500HD 4WD Crew Cab with Joe Basil Chevrolet, Inc. in the amount of \$51,119.26. The motion was adopted unanimously.

10.4 Approval of a contract with Capital Digitronics for the purchase and installation of radios and accompanying equipment.

Ms. Quinn recommended authorization to approve a contract with Capital Digitronics for the purchase and installation of radios and accompanying equipment in the amount of \$269,000.11. She advised the purchase and installation of radios and accompanying equipment is a part of the airports radio upgrade project. This project includes the Station Equipment, Base Radio, Mobile Radios, Portable Radios & Labor. This new digital system will provides a significant and needed upgrade offering greater capabilities, greater interoperability between departments, private channels and consolidation of current radio system. Purchase is being made under a New York State Office of General Services contract. This project is 100% airport funded.

Mr. Nardacci moved to approve the purchase and installation of radios and accompanying equipment in the amount of \$269,000.11 from Capital Digitronics. The motion was adopted unanimously.

11. Authorization of Change Orders - None

12. Authorization of Federal and State Grants

12.1 Grant Agreement: Authorization to Accept Federal Grant – Concourse A Modernization

Mr. Haskin recommended Authorization to Accept Federal Grant – Concourse A Modernization in the amount of \$10,600,000. He advised this grant is awarded through the Bipartisan Infrastructure Law funding source for the FAA’s Fiscal Year 2024.

Mr. Pichardo moved to authorize the Acceptance of Federal Grant – Concourse A Modernization in the amount of \$10,600,000. The motion was adopted unanimously.



12.2 Grant Agreement: Authorization to Accept Federal and State Grants Runway 01/19 Rehabilitation & South Perimeter Road Construction

Mr. Haskin recommended Authorization to Accept Federal and State Grants for Runway 01/19 Rehabilitation & South Perimeter Road Construction. He advised this request is to accept both federal and state funding grants for the Runway 01/19 Rehabilitation & South Perimeter Road Construction. The funding split is 90% federal, 5% state, and 5% local, with the local share total sum of \$518,159. The total funding sum between both federal and state sources is \$9,845,017 for a total grant amount of \$10,363,176.

Ms. O'Connor moved to authorize the Acceptance of Federal and State Grants for Runway 01/19 Rehabilitation & South Perimeter Road Construction in the total grant amount of \$10,363,176. The motion was adopted unanimously.

Old Business:

New Business: None

Executive Session - Attorney-Client Privilege Matters

Chair Fresina made motion to go into executive session at 9:50 a.m. to discuss:

ES-1 – Employment history of a particular corporation.

No action.

ES-2 – Employment history of a particular person.

Action taken: Providing notice to CEO of non-renewal of employment agreement – unanimous.

The motion was adopted unanimously.

There being no further business, the meeting was adjourned at 11:04 a.m.



ALBANY COUNTY AIRPORT AUTHORITY

REGULAR MEETING

REVISED AGENDA

August 12, 2024

General:

- 3. Chairman's Remarks**
- 4. Approval of Minutes**
Special Meeting – July 22, 2024
- 4. Communications and Report of Chief Executive Officer**

Reports:

- 4. Chief Financial Officer**
- 5. Project Development**
- 6. Counsel**
- 7. Concessions/Ambassador Program**
- 8. Public Affairs**
- 9. Business & Economic Development**

Action Items:

- 10. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments**
 - 10.1 Purchase Order: Request for Authorization to purchase one (1) new Front Mount Snow Blower & Chassis from M-B Companies, Inc. under Contract E-1194 (Contingent upon FAA Concurrence)**
 - 10.2 Negotiations: Professional Service Contract S-1196 General Aviation Apron Reconstruction with McFarland Johnson, Inc.**



- 10.3 Purchase: One (1) 2024 Chevrolet Silverado 2500HD 4WD Crew Cab - Joe Basil Chevrolet, Inc.**
 - 10.4 Approval of a contract with Capital Digitronics for the purchase and installation of radios and accompanying equipment.**
- 11. Authorization of Change Orders - None**
- 12. Authorization of Federal and State Grants**
 - 12.1 Grant Agreement: Authorization to Accept Federal Grant – Concourse A Modernization**
 - 12.2 Grant Agreement: Authorization to Accept Federal and State Grants Runway 01/19 Rehabilitation & South Perimeter Road Construction**
- 13. Informational Only - None**

Old Business:

New Business:

Executive Session - Attorney-Client Privilege Matters

AGENDA ITEM NO. 3

Communications and Report of Chief Executive Officer

AGENDA ITEM NO. 4

Financials

AGENDA ITEM NO. 5

Project Development

AGENDA ITEM NO. 6

Counsel

AGENDA ITEM NO. 7

Concessions/Ambassador Program



Monday, September 16, 2024

Concessions & Ambassador Program Report

Minority Percentages in the Concessions Workforce

Date	Min/Total	HMSHost	OHM	Paradies	Dunkin
August 2023	75/118=64%	26/46=57%	33/39=85%	13/27=48%	3/6=50%
September 2023	74/124=59%	33/59=56%	26/34=76%	11/24=45%	4/7=57%
October 2023	87/134=65%	34/60=57%	38/43=78%	11/24=46%	4/7=57%
November 2023	76/118=65%	33/56=59%	28/33=85%	12/23=52%	3/6=50%
December 2023	82/124=66%	35/58=60%	30/36=83%	14/24=58%	3/6=50%
January 2024	83/131=63%	35/58=60%	31/40=77%	14/26=54%	3/7=43%
February 2024	83/128=65%	34/60=57%	32/37=86%	13/25=52%	4/6=67%
March 2024	91/136=67%	39/65=60%	34/41= 90%	15/24=62%	3/6=50%
April 2024	89/138=64%	37/65=57%	38/42=90%	10/25=40%	4/6=67%
May 2024	89/137=65%	39/63=62%	35/43=81%	12/25=48%	3/6=50%
June 2024	81/131=62%	36/62=58%	31/40=77%	10/22=45%	4/7=57%
July 2024	84/134=63%	39/63=62%	31/41=75%	9/22=41%	5/8=62%
August 2024	80/127=63%	35/60=58%	29/36=80%	12/25=48%	4/6=67%

2024

Month	Concession Revenue	Enplanements	Revenue Per enplanement
January	\$1,103,915	100,258	\$11.00/enp
February	\$1,173,876	108,129	\$10.85/enp
March	\$1,426,460	122,407	\$11.65/enp
April	\$1,389,312	119,477	\$11.63/enp
May	\$1,426,573	123,993	\$11.50/enp
June	\$1,485,891	126,907	\$12.00/enp
July	\$1,722,346	143,652	\$11.99/enp
August			
September			



Ambassador Program 2024 Totals

Tours

YTD

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
0	0	1	2	4	2	1	0					10

Canines

3128	4536	4977	5539	4945	5345	5603	4167					38,240
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Ambassador Hours

745	749	815	865	941	711	774	780					6380
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Guests Served

6257	4804	7471	7032	9049	7646	8462	6408					57,129
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Ambassador Shifts

240	258	280	269	340	156	285	285					2113
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Business Center

137	119	150	161	167	162	199	214					1309
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AGENDA ITEM NO. 8

Public Affairs

AGENDA ITEM NO. 9

Business & Economic Development

AGENDA ITEM NO. 10

**Authorization of Contracts/Leases/Contract
Negotiations/Contract Amendments**

AGENDA ITEM NO. 10.1

**License Agreement: Lease No. L-21-1093: 845
Watervliet Shaker Road with
United Parcel Service, Inc.**

AGENDA ITEM NO: 10.1
MEETING DATE: September 16, 2024

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT:

Legal Department

ACAA Approved
09/16/2024

Contact Person:

Christine C. Quinn, Authority Counsel

PURPOSE OF REQUEST:

License Agreement:

*Lease No. L-21-1093: 845 Watervliet Shaker Road with
United Parcel Service, Inc.*

CONTRACT AMOUNT:

N/A

BUDGET INFORMATION:

Anticipated in Current Budget: Yes ✓ No NA

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal _____ State _____ Airport _____ NA ✓

JUSTIFICATION:

*Authorization is requested for a License Agreement with United Parcel Service, Inc. for
845 Watervliet Shaker Road, approximately 2.6 acres. Rent is \$6,365 per month. The term
is approximately three months.*

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

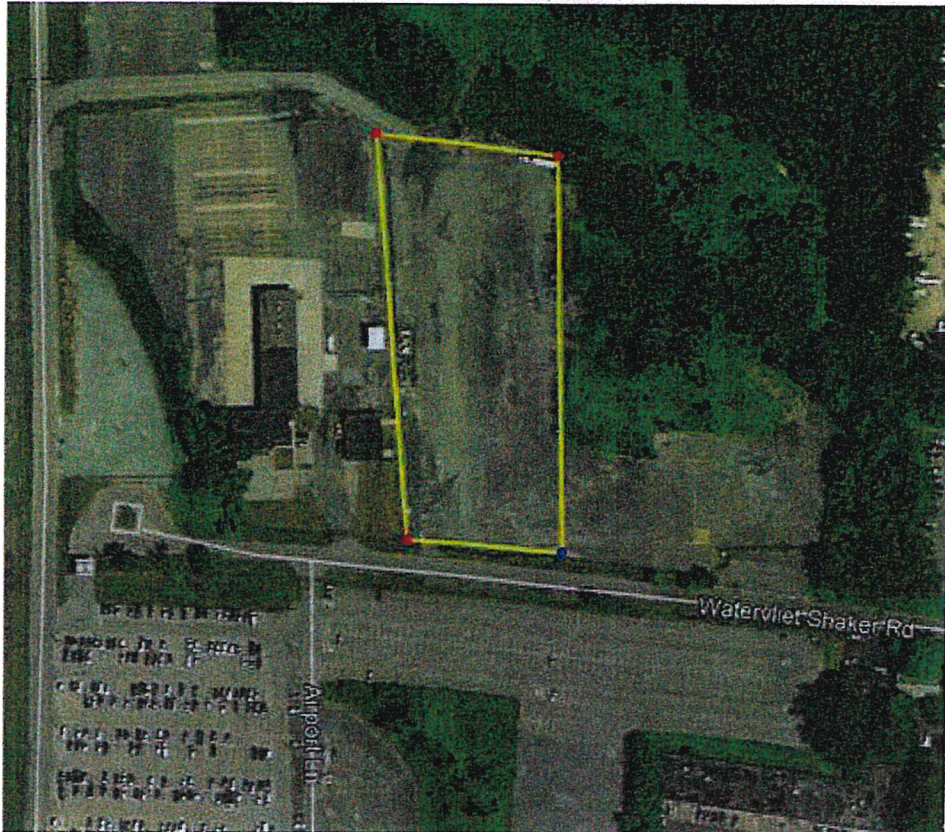
FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES ✓ NA _____

BACK-UP MATERIAL:

1) *Locator Map*

EXHIBIT A

License Area



AGENDA ITEM NO. 10.2

**Lease: Lease of 70A Sicker Road, with
RarePh8, Inc. (d/b/a Realm Artesian Water).**

AGENDA ITEM NO: 10.2

MEETING DATE: September 16, 2024

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
09/16/2024

DEPARTMENT: *Legal Department*

Contact Person: *Christine C. Quinn, Authority Counsel*

PURPOSE OF REQUEST:

Lease: *Lease of 70A Sicker Road, with RarePh8, Inc. (d/b/a Realm Artesian Water).*

CONTRACT AMOUNT:

N/A

BUDGET INFORMATION:

Anticipated in Current Budget: Yes ✓ No NA

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal State Airport NA ✓

JUSTIFICATION:

Authorization is requested to enter into a one-year lease with RarePh8, Inc. (d/b/a Realm Artesian Water) with the option to renew for one five-year period for the premises at 70A Sicker Road. The 3,888 SF of 70A Sicker Road is a warehouse with office space. The space will be utilized for bottling of water operations. The rent will be \$34,992.00 annually (\$2,916.00 monthly) plus utilities and taxes. Lease payments will increase by 3% annually for the term of the lease.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

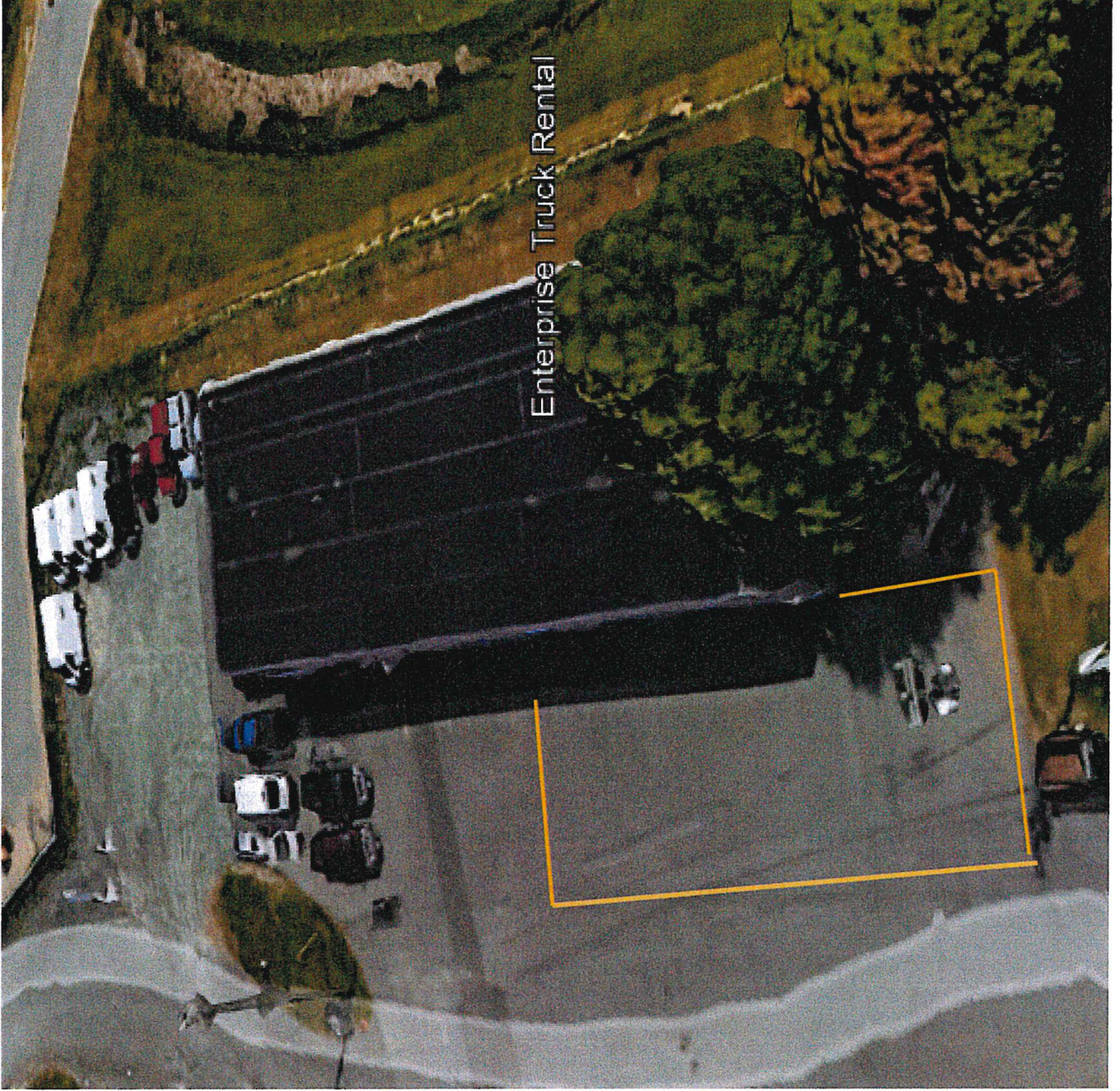
Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES ✓ NA

BACK-UP MATERIAL:

1) Floor Plan





Enterprise Truck Rental

AGENDA ITEM NO. 10.3

**Approval of Modification and Extension
Management Operating Agreement for Fixed
Base of Operations and Fuel Farm with REW
Investments, Inc., d/b/a Million Air –Albany.**

AGENDA ITEM NO: 10.3
MEETING DATE: September 16, 2024

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
09/16/2024

DEPARTMENT: *Administration*

Contact Person: *Michael Zonsius, Chief Financial Officer
Christine C. Quinn, Authority Counsel*

PURPOSE OF REQUEST:

Approval of Modification and Extension Management Operating Agreement for Fixed Base of Operations and Fuel Farm with REW Investments, Inc., d/b/a Million Air –Albany.

CONTRACT AMOUNT:

The estimated contract amount is \$195,000 over one year based upon total annual fixed fees of \$190,000 in the contract year ending in 2024 plus other fixed-rate fees applicable to variable activities and monthly advertising costs.

BUDGET INFORMATION:

Anticipated in Current Budget: Yes ✓ No NA

AWARD CONDITIONS MET:

Apprenticeship N/A DBE: N/A MWBE: N/A

Service-Disabled, Veteran-Owned Business (SDVOB): N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal State Airport ✓ NA

JUSTIFICATION:

The current Management Operating Agreement (MOA) with REW Investments, Inc. d/b/a Million Air - Albany was awarded by competitive RFP in 2013. The initial term was for three (3) years and the Authority renewed the proposal for three (3) years in 2016 and 2019. REW Investments has agreed to renew the agreement for another one (1) year term ending August 31, 2023 with a \$5,000 increase in the annual Management fee in the contract year ending in 2023 which was approved by the Board on May 2, 2022.

On May 8, 2023, the Board approved another one (1) year term ending August 31, 2024 with two one (1) year option renewals, with a \$5,000 increase annually.

Authorization is requested to enter into the second one (1) year option with a \$5,000 increase to the management fee.

AGENDA ITEM NO: 10.3

MEETING DATE: September 16, 2024

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend Approval

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES ✓

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES _____ NA ✓

BACK-UP MATERIAL: N/A

AGENDA ITEM NO. 10.4

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AGENDA ITEM NO. 10.5

**Authorization to Award: Contract No. S-1196
Professional Engineering Services for the General
Aviation (GA) Apron Reconstruction with
McFarland Johnson, Inc.**

AGENDA ITEM NO: 10.5
MEETING DATE: September 16, 2024

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
09/16/2024

DEPARTMENT:

Contact Person: *John LaClair, P.E. Chief Engineer*

PURPOSE OF REQUEST:

Authorization to Award: Contract No. S-1196 Professional Engineering Services for the General Aviation (GA) Apron Reconstruction with McFarland Johnson, Inc.

CONTRACT AMOUNT:

Base Amount: \$372,129.00

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes J No NA
Funding Account No.: N/A

AWARD CONDITIONS MET:

Apprenticeship N/A DBE Y MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 90% State 5% Airport 5% NA NA
Term of Funding: 2024-2026
Grant No.: <pending> State PIN: <pending>

JUSTIFICATION:

Authorization is requested to negotiate the Professional Services Contract S-1196 General Aviation (GA) Apron Reconstruction design to McFarland Johnson, Inc. of Saratoga, N.Y. An RFQ was advertised and a review committee evaluated the submitted proposals. McFarland Johnson, Inc. received the highest score. The contract award will be contingent upon Board approval of negotiated scope and fee established following FAA grant guidelines.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 10.5
MEETING DATE: September 16, 2024

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES ✓ NA _____

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES ✓ NO ____.

BACK-UP MATERIAL:

McFarland Johnson scope and fee.

EXHIBIT A

SCOPE OF SERVICES

For ALBANY INTERNATIONAL AIRPORT ALBANY COUNTY, NY

DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR GA APRON REHABILITATION CONTRACT No S-1196

PROJECT DESCRIPTION

This project consists of the pavement rehabilitation of the General Aviation (GA) Apron at the Albany International Airport in Albany County, NY. The apron lies west of the parallel TW A and south of the Terminal Apron. The pavement extents of the apron will remain at its current size (approximately 515,200 sf or 57,222 sy). See attached sketch, GA Apron Rehabilitation, Figure 1, for the project limits. The apron pavement will be strengthened to accommodate larger aircraft. The aircraft fleet mix used for design will be provided by the Albany County Airport Authority (SPONSOR) from historical usage on the GA Apron, to reflect current and future users of the facility.

The drainage within the limits of work consists of a series of catch basins and two trench drains that collect into a closed drainage system with at least two outlets to the west under Peter J. Dalessandro Blvd and eventually to Shaker Creek. One outlet has a bypass valve that allows the collected runoff to be diverted to a pump station that connects to the glycol treatment lagoon. The drainage structures and collection pipes within the project limits will be analyzed for adequacy. No analysis of the bypass valve or pumps station will be conducted. Outlet pipes beyond the project limits will not be analyzed.

A new roughly 41,000 sf FBO Facility has been designed by C&S Companies and is planned in the western portion of the apron. The GA Apron Rehabilitation will coordinate grading with the proposed FBO Facility to accommodate the new finished floor. The SPONSOR will provide all necessary design elements of the proposed FBO Facility for coordination.

A Categorical Exclusion (CATEX) for the above-described project has been submitted to and approved by the Federal Aviation Administration (FAA).

The project will be completed by the SPONSOR, with grant assistance from the FAA Airport Improvement Program (AIP), and New York State Department of Transportation (NYSDOT) at funding levels of 90% FAA, 5% NYSDOT and 5% SPONSOR.

SCOPE OF WORK

McFarland-Johnson, Inc. (CONSULTANT) shall provide the following professional services under this contract as related to the above-described project including the preparation of a topographic survey, subsurface investigation, conceptual, preliminary, and final design, specifications, assistance in bidding, and opinion of probable construction cost.

1. ADMINISTRATION/PROJECT MANAGEMENT

The following items of work shall be accomplished by the CONSULTANT on behalf of the SPONSOR under the category of Administration/Project Management:

- A. A Conference with the SPONSOR to review their programming and project requirements and to become knowledgeable of the data that is already available for the project.
- B. Project Development. The preparation of data for use by the FAA in the funding of the project. The CONSULTANT will prepare a draft scope of work incorporating the necessary provisions to complete all project components in a timely manner. The Scope of Work will be distributed to the SPONSOR and FAA for review and comment. A fee summary will be prepared based upon the approved final scope of work.
- C. Procurement of special services such as topographical survey and mapping, and subsurface investigations necessary for completion of the work to be done under this contract. This includes the preparation of the necessary subcontract documents, and negotiations.
- D. The CONSULTANT will perform project management duties such as project planning, invoice preparation, schedule coordination and coordination of the design team.
- E. The CONSULTANT will provide monthly project status reports to the SPONSOR.
- F. Schedule coordination: The CONSULTANT will provide continued coordination so that project schedules are met for each phase of work included in this contract. Phases of design may be delayed by the FAA and NYSDOT review process if coordination and review are not provided in a timely manner.

2. CONCEPTUAL DESIGN (60%)

- A. Attend a pre-design meeting with the SPONSOR's representatives, the tenants, and other appropriate agencies such as the FAA and NYSDOT.

-
- B. Complete an investigation to gather the necessary data for design of project. The investigation will consist of a review of the existing data such as survey information, geotechnical data, as-built construction drawings, aircraft schedules and fleet mixes, utility plans, and field visit photographs, as it is readily available.
- C. Obtain a topographic survey to cover the location of the proposed project in accordance with FAA AC 150/5300-18B - General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards. This work will be subcontracted to a qualified survey subconsultant. Subtasks to complete this task are as follows:
- CONSULTANT will review existing survey data and determine supplemental ground survey information required and the limits of the ground field survey.
 - CONSULTANT will coordinate the work of the Surveyor with the Airport, including coordination of scheduling. This task is anticipated to include five (5) days in the field to monitor the survey.
 - CONSULTANT will review the deliverables of the Surveyor for completeness to the requirements of the RFP. This task includes review of Surveyors subconsultant invoices for accuracy and completeness for inclusion in CONSULTANT's invoices to SPONSOR.
 - The field work will include survey documentation of project features including edge of pavement, drainage features rims, inverts, pipe material, diameter, lighting, signage and grading within the project limits.
 - CONSULTANT will update the airport base mapping with information provided by the Surveyor and prepare existing condition (base) drawings to use in the design of the project.
- D. Subsurface soils investigation will be performed to accurately identify and evaluate the existing soils strata within the project area. The CONSULTANT shall review existing soil data, existing site topography, area climatic records, and FAA AC 150/5320-6G – Airport Pavement Design and Evaluation to develop a soils investigation program for the purpose of preparing an airfield pavement design. Field investigation/sampling, pavement coring, laboratory testing of soil samples, and the preparation of a soils report will be subcontracted to a qualified geotechnical subconsultant. Subtasks to complete this task are as follows:
- CONSULTANT will review existing soils data, existing and proposed site topography, existing pavement section, climatic records and FAA AC 150/5320-6G. Using this information, CONSULTANT will develop a subsurface soils investigation, laboratory testing, and geotechnical evaluation program for pavement and embankment designs.

- CONSULTANT will coordinate the work of the geotechnical firm to monitor the field sampling. This task is anticipated to include five (5) days in the field to monitor the field sampling.
 - Laboratory testing will include the evaluation of collected subgrade soil samples for gradation, moisture contents, classification, development of modified proctor unit weights, as well as the development of laboratory California Bearing Ratios (CBRs) to evaluate soil bearing capabilities at various moisture contents. Laboratory evaluation of pavements cores will include determination of the depth of the various pavement layers, noting cohesion of the layers to the surrounding layers. Photographs will be taken of all collected pavement cores.
 - CONSULTANT will review the deliverables of the Geotechnical Firm for completeness to the requirements of the RFP, including review of subconsultant invoices for inclusion in CONSULTANT's invoices to SPONSOR.
- E. CONSULTANT will perform a visual inspection of drainage systems servicing the project area of the GA Apron. The inspection will include a condition inspection of each drainage structure to note any areas of failure, or damage. All pipes at each structure will be classified by size, invert, and material to develop an inventory of drainage pipe servicing the project area. This inspection will include a visual assessment as to whether the pipe and/or structure are plugged with debris. No inspections beyond that which can be conducted from the apron surface are included in this scope (ie. no entering the structure or camera pipe inspections are included).
- It is assumed that the pipe network will be in good condition; however, that many of the drainage structure top-slabs, frames, and grates will need replacement.
 - It is assumed that the existing trench drain(s) will be removed and replaced with a system sufficient to handle the anticipated fleet mix.
 - The CONSULTANT will develop typical details for structure improvements to include top-slab, frame, and grate replacement; however, it is assumed that the closed pipe network to which the trench drains connect is in good repair and will remain.
 - No modifications to the glycol pump station or pumping stations are considered in this scope.
- F. Using existing pavement thicknesses and soil information from the Geotechnical Field Investigations and the Fleet Mix provided by the SPONSOR, the CONSULTANT will evaluate the existing pavement sections for adequacy. Evaluations will be conducted using the FAA approved software FAARFIELD 2.0 and in accordance with FAA AC 150/5320-6G - Airport Pavement Design and Evaluation.

- It is assumed that there will be 5 different existing pavement sections requiring 5 separate analyses.
 - It is assumed that all the existing pavement sections will be inadequate and that some combination of reconstruction or strengthening overlay will be required in all areas.
 - An area of concrete hardstand will be designed to accommodate larger commercial service planes during periods of overflow from the commercial apron.
- G. Develop an aircraft movement and parking analysis to assist in the development of efficient aircraft parking layout(s). The CONSULTANT will utilize AviPLAN™ software to model aircraft parking locations, turning movements, required offsets, and potential jet blast. It is assumed that three (3) parking layout alternatives will be developed and presented to the SPONSOR for review and comment.
- H. It is assumed that the area of soil disturbance will be greater than 1-acre which will require a Stormwater Pollution Prevention Plan (SWPPP) and New York State Department of Environmental Conservation (NYSDEC) State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activity (GP-0-020-001). Subtasks include the following:
- The CONSULTANT will evaluate the existing stormwater hydrology using record plans, survey data, and a visual site inspection.
 - The CONSULTANT will develop proposed grading to address any surface ponding on the apron and direct runoff to catch basins. If additional basins are required, they will be added to the existing pipe network.
 - The CONSULTANT will prepare a stormwater design and SWPPP that addresses stormwater collection and 'water quality' requirements pursuant to the NYSDEC Phase II regulations: and a Notice of Intent (NOI) for coverage under the NYSDEC SPDES GP-0-020-001. It is assumed that the project will be considered "reconstruction" and that on site treatment can be achieved using manufactured BMP's located within drainage structures to meet the NYSDEC design manual and current SWPPP general permit regulations. Since the project is "reconstruction" an analysis for the use of green infrastructure will not be required. It is assumed that no deviation from the regulations will be required.
- I. The CONSULTATNT will develop conceptual design plans to include the following plans in addition to the probable construction cost for each major element of the project.
- Cover Sheet

- Horizontal and Vertical Control Plan
 - Boring Plans
 - Boring Logs
 - Existing Conditions/Demolition Plans
 - Pavement Typical Sections and Rehabilitation Details
 - Pavement Geometry Plans
 - Erosion and Sedimentation Control Plans
- J. A preliminary Construction Safety Phasing Plan (CSPP) will be prepared in accordance with FAA AC 150/5370-2G, Operational Safety on Airports During Construction and current FAA Orders, as applicable. This plan will include the type and locations of barricades, the proper clearances, the appropriate temporary marking and lighting during construction, and a series of notes to be provided to the contractor relative to coordination and safety. This plan will consider access to work areas by construction equipment and trucks. Access routes will be developed in an attempt to minimize impacts on airport operations and damage to existing pavements. The CONSULTANT will facilitate a progress review meeting with the SPONSOR, airport tenants, users, and operations staff to review the CSPP.
- K. The CSPP will be revised based on comments from the various stake holders and submitted to the FAA's Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) on-line portal on or before December 1, 2024.

3. PRELIMINARY DESIGN (90%)

- A. The CONSULTANT will continue the development of pavement rehabilitation plans, sections, and profiles including drainage structure and grading improvements.
- B. The CONSULTANT will prepare preliminary plans and details based upon criteria contained in FAA AC 150/5300-13B - Airport Design. The information to be included will be:
- Cover Sheet
 - General Notes and Quantities Table
 - Horizontal and Vertical Control Plan
 - Boring Plans
 - Boring Logs
 - Existing Conditions/Demolition Plans
 - Existing Catchment Areas Plan
 - Construction Phasing and Safety Plans and Notes
 - Pavement Typical Sections and Rehabilitation Details

- Pavement Geometry Plans
 - Drainage Details
 - Grading and Drainage Plans
 - Drainage Profiles
 - Post Construction Catchment Areas Plan
 - Marking Details
 - Marking Plans
 - Erosion and Sedimentation Control Details
 - Erosion and Sedimentation Control Plans
- C. The CONSULTANT will prepare a preliminary set of specifications for use in bidding and construction of the project. The FAA standard specifications will be used when possible and will be supplemented with State specifications if needed. When special specifications are required, they will be prepared in the same format as the FAA specifications and will be assigned an identifier that distinguishes them from the FAA specifications.
- D. The CONSULTANT will prepare preliminary quantity take-offs from the various design documents, by type of material and FAA or other specification identifier. Separately, a unit cost will be developed for each material to be used on the project. The unit costs will be compiled from other recent projects at the airport, other airports in the area, and other reliable sources. An Engineer's Opinion of Probable Construction Costs will be generated and compared with the available budget for the project. Should any discrepancy occur, the budget will be modified in consultation with the SPONSOR's representative, the FAA, and the NYSDOT; or the project modified to result in a project within the available budget. It is assumed that no more than two (2) project modifications will be made to accommodate budget constraints.
- E. The CONSULTANT will prepare a draft Engineer's Report in accordance with the New York Airports District Office (NYADO) requirements.
- F. The CONSULTANT will prepare an on-airport aeronautical study of temporary construction equipment for the FAA to review. The study will be submitted to the FAA's Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) online portal. A graphic depicting construction equipment location with ground elevation and equipment height will be developed and the corresponding data will be entered into the OE/AAA portal.
- G. The CONSULTANT will finalize the SWPPP and stormwater design and submit the NOI to the NYSDEC online portal for coverage under the NYSDEC SPDES GP-0-020-001.

- It is assumed that The Albany International Airport does not require MS4 approval from the Town of Colonie and that no MS4 approval beyond that of the SPONSOR will be required for the SWPPP and the NOI.
- H. The CONSULTANT will facilitate a progress review meeting with the SPONSOR to review progress, design alternatives, and operational impacts associated with each design element.
- I. The CONSULTANT will perform an in-house review of the plans for Quality Assurance and Quality Control. The review will be undertaken for conformance to specified criteria, constructability, and clarity of delivery.
- J. Submit preliminary design plans, specifications, and Engineer's Opinion of Probable Cost to the SPONSOR for review.
- K. Submit preliminary design plans, specifications, and Engineer's Opinion of Probable Cost to the FAA for their formal review in accordance with Memorandum for Implementation at FAA Review of Construction Plans and Specifications dated December 8, 2014. Based on the Review Matrix in Appendix 1 of this Memorandum, a General Review of the contract documents will be completed by the FAA.

4. FINAL DESIGN (100%)

- A. Update the plans and specifications to reflect the comments and revisions developed as a result of the preliminary design review.
- B. Prepare a bid package to reflect the specific requirements of the FAA, NYSDOT, and the SPONSOR. This will include a Project Description, bid tabulation forms, technical specifications, and drawings.
- C. Facilitate progress review meetings with the SPONSOR to review progress, design alternatives, and operational impacts associated with each design element. It is anticipated that one (1) progress meeting will be held during the final design phase. Incorporate comments received from the SPONSOR into the final contract plans and specifications.
- D. Submit a final Design Report prepared in accordance with the New York Airports District Office Sponsor's Guide including a detailed Engineer's Opinion of Probable Construction Costs to the SPONSOR, the FAA, and others as required.
- E. Perform in-house review of the final contract plans and specifications. for Quality Assurance and Quality Control. The review will be undertaken for conformance to specified criteria, constructability and clarity of delivery.

- F. Prepare a complete set of “Issued for Bid” drawings and specifications to be used for bidding, and distribute these items to the SPONSOR, the FAA, and the NYSDOT. The “Issued for Bid” drawings will be stamped and signed by an engineer registered to practice in the State of New York.

5. BIDDING AND AWARD ASSISTANCE

- A. Attend a project pre-bid meeting to discuss specific project requirements with prospective bidders and answer any questions.
- B. Provide responses to questions received from potential bidders through the SPONSOR, and issue formal response to the SPONSOR as required. It is anticipated that two addenda will be required.
- C. Review bid results as provided to the CONSULTANT from the SPONSOR. Provide the SPONSOR with a certified bid tabulation along with a recommendation to award.

DESIGN ASSUMPTIONS:

- The estimated construction budget is \$8,000,000 - \$10,000,000.
- Bidding for the project is anticipated to occur in the Spring of 2025.
- Front-end contract documents will be provided by the Airport.
- No modifications to airfield lighting or signage will be required.
- The necessary design elements of the Proposed FBO Facility (designed by C&S Companies) will be provided to the CONSULTANT in a timely manner so as to not delay progress.
- No relocation of non-airport owned utilities (water, natural gas, communications, electrical) will be required.
- No “Modification of Standards” to FAA design or construction criteria will be required.
- NEPA and SEQR have been completed for this project.
- It is anticipated that a formal Safety Management System (SMS) review will not be required for this project.
- NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-020-001) will be required; however, the project will be considered “reconstruction” and the SPONSOR will not need Town of Colonie MS4 approval.

PROPOSED SCHEDULE OF DESIGN:

The CONSULTANT agrees to complete the work under the Design phase of the Agreement in a manner satisfactory to the SPONSOR within 9 months after receiving an executed copy of this

contract from the SPONSOR accompanied by a resolution from its governing body authorizing said execution or within such extended periods as agreed to by the SPONSOR.

<u>Task</u>	<u>Completion</u>
Notice to Proceed	09/15/24
Conceptual Design	11/15/24
CSPP Submission to OE/AAA	12/01/24
Preliminary Design	01/15/25
Final Design	03/15/25
Bid Documents	04/15/25
Bidding	05/01/25 – 05/30/25

6. CONSTRUCTION ADMINISTRATION/PROJECT MANAGEMENT:

- A. Consultation: CONSULTANT shall facilitate and attend weekly project meetings during construction. The anticipated number of meetings are as follows:

Classification	Meetings	Hours/Meeting	Hours
Project Manager	16	1	16
Engineer	16	1	16

- B. Contract Document Preparation: the CONSULTANT shall prepare and review the Contract Documents, including the completion of a conformed set of plans and specifications for the project. The conformed documents “Issued For Construction” will incorporate all Addendum items into the project manual and project plans, with these modifications clearly noted.
- C. Site Visits: The CONSULTANT’s Project Engineer(s) shall make visits to the site at intervals appropriate to the various stages of construction, as the CONSULTANT deems necessary, to observe the progress and adherence to the Contract Documents of the various aspects of the CONTRACTOR(s)’ work. It is anticipated that the Project Engineer(s) will make the following visits during the construction period.

Classification	Visits	Hours/Visit	Hours
Project Manager	8	4	32
Engineer	8	4	32

- D. Shop Drawings: The CONSULTANT shall review and take other appropriate action with respect to Shop Drawings, Material Submittals, Samples and other data which the CONTRACTOR(s) are required to submit, but only for conformance

with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a function of the whole as indicated in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.

- E. Project Management: Perform project management duties such as project planning, invoice preparation, schedule coordination and coordination of construction administration team.
- F. Final Walk Through: The CONSULTANT shall attend a Final Walk Through for review and approval of the construction.
- G. Construction Management Plan: The CONSULTANT shall prepare a Construction Management Plan (CMP) in accordance with FAA requirements for the project, including identification of key staff, their experience and duties on this project. The plan will also identify key material testing requirements for the project and identify how these requirements will be addressed, and the parties responsible for the testing program. The CMP shall include the following items:
 - Introduction
 - Personnel
 - SPONSOR Representative
 - CONSULTANT Representative
 - Contractor Representative
 - Testing Laboratory Representative
 - Construction Observation Procedures and Frequencies
 - Quality Control Testing
 - A list of each specification included in the Quality Control Testing
 - Flow chart of responsibility between Testing Lab, Contractor, and CONSULTANT
 - Acceptance Testing
 - A list of each specification included in the Acceptance Testing
 - Flow chart of responsibility between Testing Lab, Contractor, and CONSULTANT

7. PROJECT CLOSEOUT:

- A. Record Plans: The CONSULTANT shall prepare and furnish one PDF electronic version of the Record Plans for the project. The record plans must be supplied as a requirement of the contract. These plans will show the completed construction per the engineer's and contractor's records. They are, however, not to be construed as being 100 percent accurate.

- B. Construction Testing and Quality Control Report: Prepare and furnish a PDF electronic version of the final Construction Testing and Quality Control Report for the completed apron paving portion of the project to the SPONSOR. A PDF electronic version will also be provided to the Federal Aviation Administration, as required. This report will provide a summary of the documented results of Quality Control Testing completed over the course of the apron paving portion of the project.

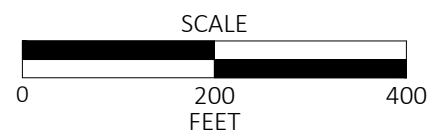
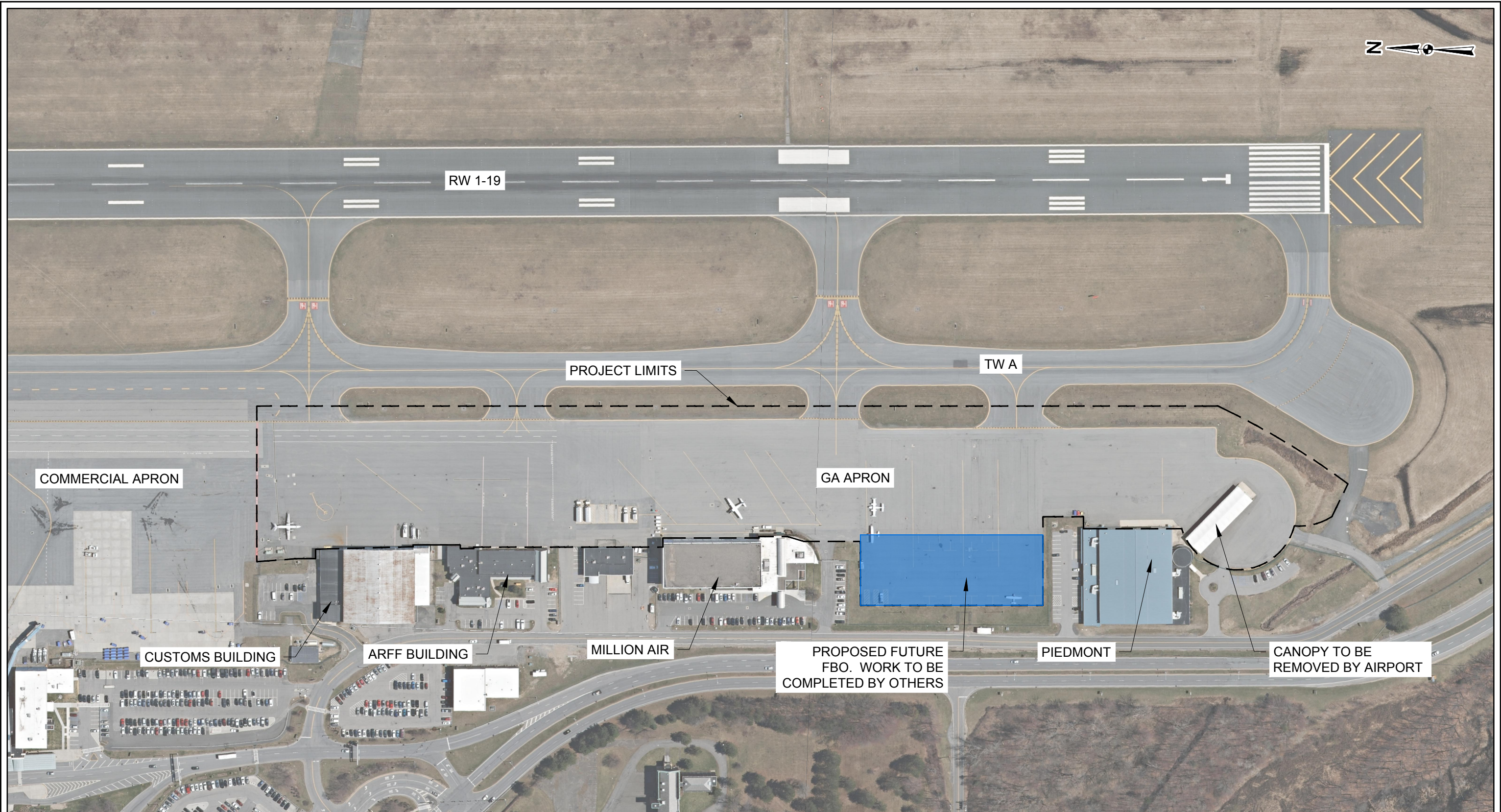
PROPOSED SCHEDULE OF CONSTRUCTION ADMINISTRATION:

The CONSULTANT agrees to complete the work under this phase of the Construction Administration / Project Management phase of the Agreement in a manner satisfactory to the SPONSOR within six (6) months after award of a construction contract.

The fee contained in Exhibit "B" is based on the stated anticipated hours of effort. If these hours are exceeded, through no fault of the CONSULTANT, the CONSULTANT shall be entitled to additional compensation.

NOTE: This contract provides services for design, bidding, award, and construction administration. It does not include any effort for construction observation. A separate contract will be executed for the construction observation effort to include sub-contracting for material testing during construction. The latter contract will be developed based upon the Construction Project Awarded.

K:\ALBANY COV-1 Agreement-Budget\2024-GA Apron\ALB GA Apron - Figure 1.dwg



ALBANY INTERNATIONAL AIRPORT
ALBANY, NEW YORK

GA APRON REHABILITATION

SCALE: 1"=200' DATE: AUGUST 2024 FIGURE: 01



GEOTECHANICAL SCOPE OF WORK

SUB-CONTRACT WITH ATLANTIC TESTING LABORATORIES

EXHIBIT B - SCOPE OF SERVICES

Geotechnical Investigations / Laboratory Testing

☒ SECTION 1 – GENERAL REQUIREMENTS

A. Protection of Property

Refer to Exhibit C - Acknowledgement

B. Site Access and Movement Control

Refer to Exhibit C - Acknowledgement

C. Work Schedule

The SUBCONSULTANT's field work is to be scheduled per the arrangement checked below:

- ☒ The ENGINEER shall be responsible for coordinating SUBCONSULTANT'S schedule of work with the OWNER and notifying SUBCONSULTANT. The SUBCONSULTANT shall contact the following person representing the ENGINEER to coordinate SUBCONSULTANT'S schedule of work:

Ashley Erdmann, Civil Engineer, McFarland Johnson

- ☐ The OWNER or ENGINEER has secured permission from the present property owner(s) for entry to the property, subject to the following conditions:

The SUBCONSULTANT shall notify ENGINEER of its proposed work schedule dates at least 5 business days in advance of SUBCONSULTANT'S start date of work.

D. Site Conditions

If unusual conditions are encountered, including but not limited to unanticipated materials that cannot be penetrated by standard sampling equipment, the SUBCONSULTANT shall immediately consult with the ENGINEER.

The SUBCONSULTANT shall take such measures as are required to obtain the necessary information, subject to the ENGINEER's approval.

E. Drilling and Sampling Methods

Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM Standards and other standards, including but not limited to ASTM Standards D1586,

D1587, and D2113. As a minimum, samples of soil shall be taken at the ground surface, at two feet below existing grade and at each identifiable change in conditions, but not further apart than five feet in each of the borings unless otherwise specified on the boring plan. Continuous sampling will normally be required. Split-spoon samples shall be placed in sealed jars labeled with the following information:

- (1) Boring number
- (2) Sample number
- (3) Sample depth
- (4) Blows per six-inch increment required to drive sample as per applicable standards
- (5) Date
- (6) Project name

Rock cores shall be recovered using Double-Tube NX and/or NQ core barrels resulting in rock cores with diameters of 2.125 inches and/or 1.813 inches, respectively, and shall be placed in new wooden core boxes properly labeled with sample location, length of core run, sample depths, percent recovery, RQD values, etc.

The samples shall be preserved and field logs prepared either by an Engineering Geologist or an experienced Soil Technician.

The SUBCONSULTANT shall notify the ENGINEER before drilling equipment is removed from the site and advise the ENGINEER as to the field description of subsurface conditions encountered. The SUBCONSULTANT shall perform such additional borings or other exploration as may be authorized by the ENGINEER prior to demobilization.

Groundwater observation wells, when required, shall consist of two-inch diameter slotted PVC well screen attached to a two-inch diameter PVC riser pipe of sufficient length so that either a roadway box or a casing pipe may be installed for protection. The well(s) shall be installed in accordance with accepted practice and details for their installation(s) included in the Laboratory report. The report shall also include drawings of each well installation and subsequent groundwater level readings as required.

F. Benchmarks

- ☐ Benchmark # _____ located _____, shall be used as a reference for ground elevations at each sample and testing location.
- ☐ The SUBCONSULTANT shall establish a benchmark at the site, record its locations and reference its elevation to:
 - ☐ National Geodetic Vertical Datum (NGVD) 1988
 - ☐ Other – _____
- ☒ Elevations/Benchmarks shall be provided onsite by the Engineer

G. Deliverable Requirements

- ☒ **REPORTS AND LOGS:** The SUBCONSULTANT shall deliver an electronic copy of the Geotechnical Report(s) and/or results of field and laboratory tests including boring logs to the ENGINEER. It is understood that the OWNER, or the ENGINEER

on the OWNER's behalf, may make and distribute copies of the reports and boring logs as necessary in connection with the proposed Project without incurring obligation for additional compensation.

All segments of the reports covering the investigations and analyses shall be presented on 8-1/2 x 11 inch sheets suitable for photocopying and bound in booklet form. If larger drawings are absolutely necessary, they shall be folded and bound into the booklet. Written reports and analyses shall be on the SUBCONSULTANT's letterhead. Each drawing shall carry a title block which contains the project name and location, the Laboratory's name and address, the date of the subsurface investigation, the date of the drawings, the initials of the person in charge of the crew making the investigation, the initials of the drafter, and the initials of the Professional Engineer who is the responsible checker. Color photos shall also be included when specified.

Soils shall be classified and reported on boring logs in accordance with current applicable ASTM Standards and other standards, including but not limited to, ASTM Standards D2487 and D2488. Soil classifications on boring logs shall be based on field information, plus results of tests plus, further inspection of samples in the laboratory by the SUBCONSULTANT preparing the reports. In addition to soils descriptions, all soil samples subject to laboratory testing shall also be classified according to the Unified Soil Classification System.

- ☒ Include with the report a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs
- ☒ Identify the ASTM Standards or other recognized standard sampling and test methods utilized
- ☒ Provide a plot plan giving dimensioned locations of test borings
- ☒ Provide vertical sections for each boring graphically presented showing identifying number of boring, sampling method used, date of start and finish, surface elevation, description of subbase, soil and rock types, sample number and depth, thickness of each layer, depth to loss or gain of drilling fluid, required number of blows per foot (N value), Rock Quality Designation (RQD) and, where applicable, depth to wet cave-in, depth to artesian head, groundwater elevation and time when reading was made (repeat observation after 24 hours). Note the location of all strata changes, zones of organic material, top of bedrock and other conditions that might affect engineering evaluations
- ☒ Describe the existing surface conditions and summarize the subsurface conditions found to be present using geomorphologic descriptions.
- ☐ Analyze variations in groundwater elevations and movements of subsurface water due to seasonal influences as required by the ENGINEER
- ☒ Report all laboratory determinations of soil and/or rock properties as required by the ENGINEER. All grain size analyses shall be reported graphically on grain-size curves. Field and laboratory CBRs, as well as laboratory proctors shall also be

reported graphically

- ☒ Provide color photographs of all rock cores recovered. Photos shall contain the following data: Test Boring identification number, run number, depth of run, recovery and scale
- ☒ Provide color photographs of all Test Pits showing the Soil Profile. Provide color photographs of all pavement cores with a scale, denoting depths of all discernible pavement layers.
- ☐ Other:

H. DISPOSITION OF SAMPLES

After all laboratory tests have been completed:

- ☒ Samples may be discarded
- ☐ Samples shall be delivered to ENGINEER's office
- ☐ Samples shall be retained in such a manner as to retain the original moisture content and soil structure by the SUBCONSULTANT for the period specified below:
 - ☐ 6 Months
 - ☐ 12 Months
 - ☐ Other -

☒ SECTION 2 – GEOTECHNICAL INVESTIGATIONS

A. Field Testing: The SUBCONSULTANT shall render the following services as described below:

	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total</u>
☒ Mobilization and Demobilization Including Drill Rig, Backhoe and Any Necessary Equipment, Materials and Personnel	<u>01</u>	Lump Sum	\$	\$
☒ Pavement Cores Including Restoration of Pavement Surface with Non-Shrink Grout (6" Dia.)	<u>13</u>	Each	\$	\$
☒ Continuous Sampling with two-inch O.D. Split Spoon Sampler (10' max. per location)	<u>130</u>	L.F.	\$	\$
☒ Test Pits				
☒ Log to a depth of 6.0 feet	<u>06</u>	Each	\$	\$
☒ Field CBRs				
☒ Performed at test pit locations at depths of feet	<u>06</u>	Each	\$	\$
☐ In Place Field Density Tests				
☐ Performed at test pit locations at depths of 3.0 feet	<u>00</u>	Each	\$	\$
☒ Other	cost to be included w/test pits cost to be included w/test pits cost to be included w/test pits			
☒ Photos				
☒ Water levels, if encountered in test pits				
☐				
Maximum Field Test Total				\$

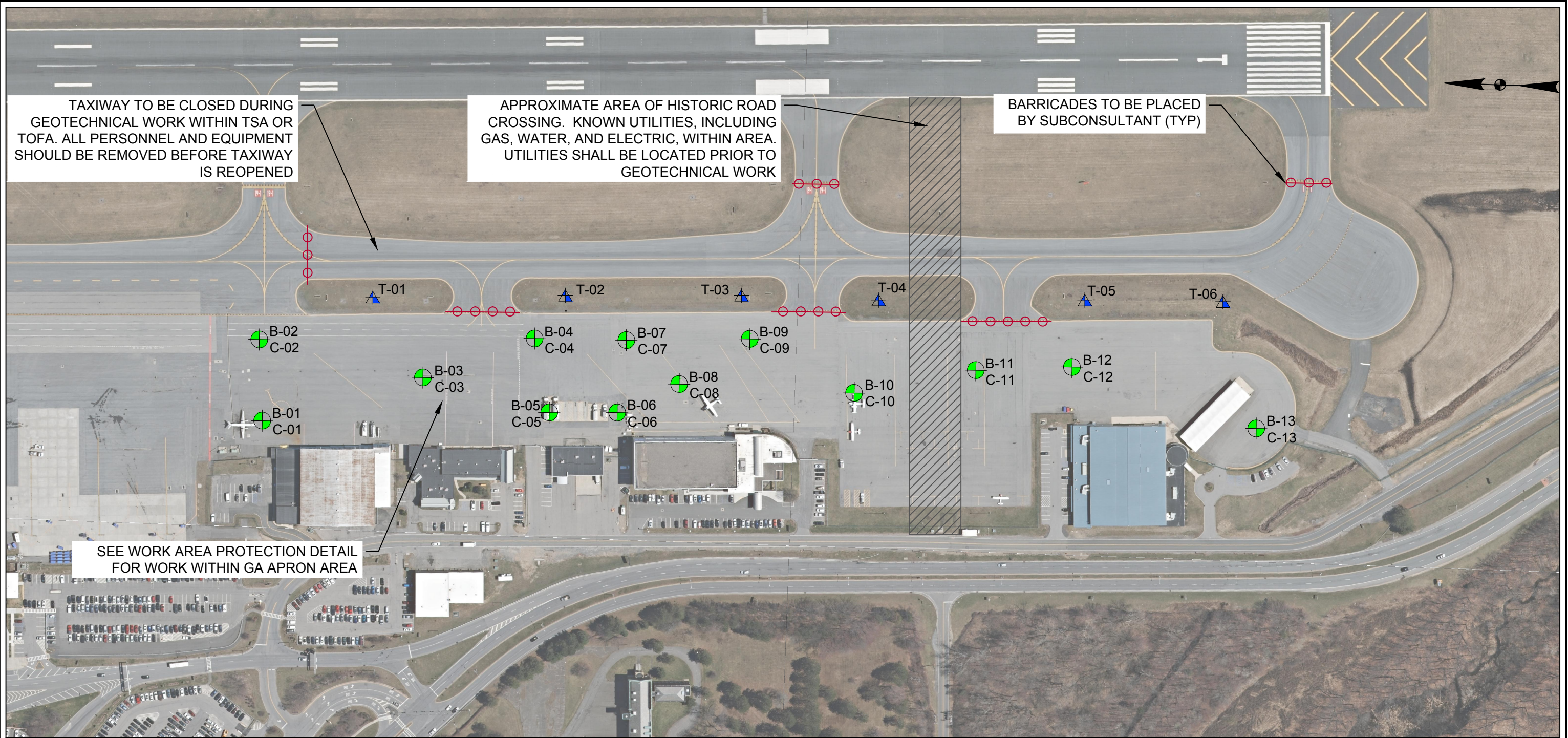
- ☒ A plan has been attached depicting the locations of the proposed borings/corings/monitoring wells. **If the SUBCONSULTANT finds it necessary to change the location or depth of any of these proposed borings, test pits, or observation wells, the ENGINEER shall be notified and a new location or depth shall be selected by the ENGINEER.**

All quantities represented above reflect approximations, whereas actual testing requirements may be more or less, depending on soil conditions encountered. Payment for field testing shall be made at the above unit price for the actual quantity of tests performed. Prior to completing field testing quantities greater than those listed above, approval of the ENGINEER is required. The ENGINEER will select samples for laboratory testing after reviewing the completed boring logs.

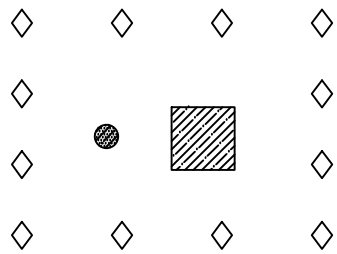
B. Laboratory Testing: The SUBCONSULTANT shall render the following services as described below:

	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total</u>
<input checked="" type="checkbox"/> Mechanical Analysis (one in each test pit, gravel sub-base in each boring)	<u>19</u>	Each	\$	\$
<input checked="" type="checkbox"/> Lab Proctors				
<input type="checkbox"/> ASTM D-698	<u>00</u>	Each		
<input checked="" type="checkbox"/> ASTM D-1557	<u>06</u>	Each	\$	\$
<input type="checkbox"/> Soaked Laboratory CBR (1-Point)	<u>00</u>	Each	\$	\$
<input checked="" type="checkbox"/> Soaked Laboratory CBR (3-Point)	<u>06</u>	Each	\$	\$
<input checked="" type="checkbox"/> Atterberg Limits	<u>06</u>	Each	\$	\$
<input checked="" type="checkbox"/> Natural Moisture Content	<u>06</u>	Each	\$	\$
<input checked="" type="checkbox"/> Hydrometer Analysis	<u>06</u>	Each	\$	\$
<input type="checkbox"/> Percolation Test	<u>00</u>	Each	\$	\$
<input type="checkbox"/> Other	<u>00</u>		\$	\$
<input type="checkbox"/> Other	<u>00</u>		\$	\$
Maximum Laboratory Test Total				\$

All quantities representative above represent approximations, whereas actual testing requirements may be more or less, depending on soil conditions encountered. Payment for laboratory testing shall be made at the above unit price for the actual quantity of tests performed. Prior to completing laboratory testing quantities greater than those listed above, approval of the ENGINEER is required.



WORK AREA PROTECTION DETAIL



- LEGEND**
- ◇ CONE
 - ▨ DRILL RIG
 - BORING

- NOTE:**
1. WHEN WORKING ON GA APRON, WORK AREA SHALL BE PROTECTED WITH A MINIMUM OF TWELVE (12) CONES UNLESS OTHER METHOD APPROVED BY ENGINEER AND OWNER
 2. TAXIWAY A TO BE CLOSED DURING GEOTECHNICAL WORK WITHIN TSA OR TOFA. ALL PERSONNEL AND EQUIPMENT SHOULD BE REMOVED BEFORE TAXIWAY CAN BE REOPENED.
 3. SUBCONSULTANT TO PLACE AND REMOVE AIRPORT OWNED BARRICADES FOR REQUIRED TAXIWAY CLOSURES.

- LEGEND**
- B-00 SOIL BORING WITH C-00 PAVEMENT CORE LOCATION
 - ▲ T-00 TEST PIT LOCATION
 - ○ ○ LOW PROFILE BARRICADE

ALBANY INTERNATIONAL AIRPORT
GA APRON REHABILITATION

BORING LOCATION PLAN



SCALE: 1" = 200' DATE: AUGUST 2024 FIGURE: 001

EXHIBIT C – SUBCONSULTANT ACKNOWLEDGEMENT

PROTECTION OF PROPERTY, RESTORATION AND REPAIR, SITE ACCESS AND MOVEMENT CONTROL

1. Protection of Property

SUBCONSULTANT acknowledges for itself and its subcontractors that it is the SUBCONSULTANT'S responsibility to contact the OWNER and appropriate utility companies for information regarding buried utilities and structures, and for areas on the surface of the project site that shall not be accessed, nor travelled upon by SUBCONSULTANT or its subcontractors due to the potential for damaging these areas. The SUBCONSULTANT shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to commencing any site work, unless directed by OWNER to do otherwise. Restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, repair of lawns and plantings, and repair of areas damaged due to unauthorized access by SUBCONSULTANT or its subcontractors. Such restorations and repairs shall be completed at the end of each workday prior to SUBCONSULTANT or its subcontractors leaving the site unless the Scope of Work specifically directs the SUBCONSULTANT to leave items such as groundwater observation wells or other similar facilities in place beyond the end of each day's work on the site. The SUBCONSULTANT shall be responsible for remaining on site until all restorations and repairs are sufficiently cured to support the design vehicles or aircraft.

2. Site Access and Movement Control

SUBCONSULTANT acknowledges that the ENGINEER'S responsibility at the site of work is limited to the observation of and advisement on the engineering aspects of the scope of work.

SUBCONSULTANT acknowledges for itself and its subcontractors, that Site Access and Movement Control shall be conducted per the following specifications.

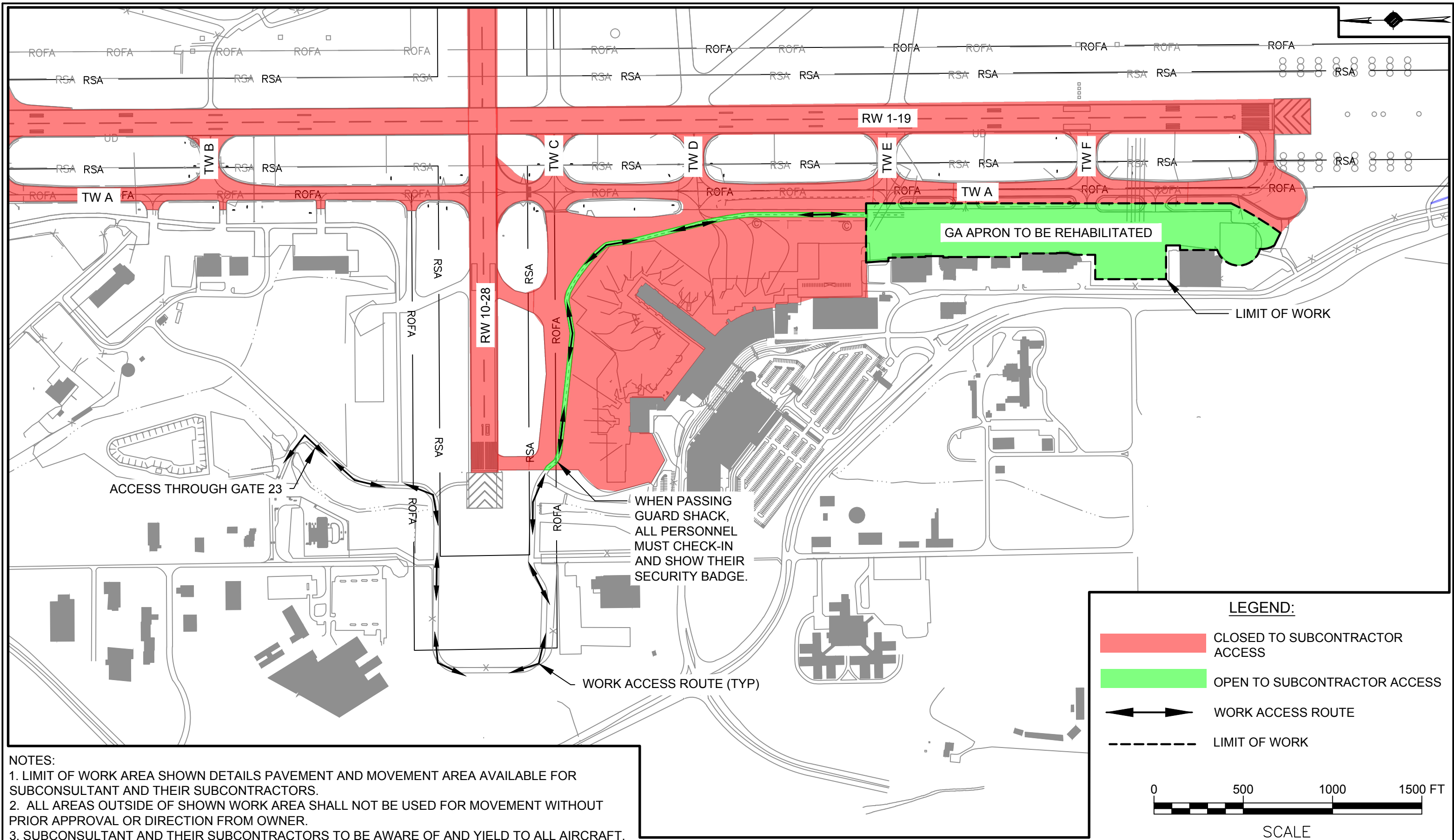
Property lines, routes of access, and other areas where access by the SUBCONSULTANT and its subcontractors may be permitted are shown in the attached Site Access and Movement Control Plan. Access to all other non-public or secure areas of the property by the SUBCONSULTANT or its subcontractors is prohibited unless otherwise directed by the OWNER.

For work at an Airport with Air Traffic Control Tower (ATCT) the SUBCONSULTANT and its subcontractors shall be responsible for its own control of access and movements at or on the project site in accordance with the then current FAA AC 150/5370-2 - Operational Safety on Airports During Construction and the specific requirements of the OWNER. The SUBCONSULTANT'S site access and movements, and the site access and movements of its subcontractors, shall be limited to the specific areas designated for site access and movements in the attached EXHIBIT D - Site Access and Movement Control Plan, and only upon receiving specific approval for such movements from and as directed by the OWNER. The SUBCONSULTANT and its subcontractors shall follow the specific directions and airfield movement clearances provided by the OWNER's Airport Operations staff and the Air Traffic Control Tower.


THE FOREGOING IS HEREBY ACKNOWLEDGED BY SUBCONSULTANT THIS _____
DAY OF _____, 20__

SIGNATURE

PRINT NAME & TITLE OF PERSON SIGNING ABOVE



NOTES:
1. LIMIT OF WORK AREA SHOWN DETAILS PAVEMENT AND MOVEMENT AREA AVAILABLE FOR SUBCONSULTANT AND THEIR SUBCONTRACTORS.
2. ALL AREAS OUTSIDE OF SHOWN WORK AREA SHALL NOT BE USED FOR MOVEMENT WITHOUT PRIOR APPROVAL OR DIRECTION FROM OWNER.
3. SUBCONSULTANT AND THEIR SUBCONTRACTORS TO BE AWARE OF AND YIELD TO ALL AIRCRAFT.



Mcfarland Johnson
90 EAST AVENUE
SARATOGA SPRINGS, NEW YORK 12866

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECT DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

ALBANY INTERNATIONAL AIRPORT
ALBANY, NEW YORK

EXHIBIT D
SITE ACCESS AND MOVEMENT CONTROL PLAN

SCALE: 1" = 500'
DRAWN: VPG
CHECKED: AAE
DESIGN: AAE
PROJECT:
DATE: AUGUST 2024

1 of 1

SURVEY SCOPE OF WORK

SUB-CONTRACT WITH SY KIM LAND SURVEYOR PC

EXHIBIT A - SCOPE OF SERVICES
Airport Topographical Survey
Albany International Airport: GA Apron Rehabilitation Design
Design Survey

☒ SECTION 1 – GENERAL REQUIREMENTS

SURVEYOR shall perform complete survey within the following limits:

- ☒ as shown on the attached sketch
 - ☐ as described below:
-

a. Site Access

- ☐ The SURVEYOR shall notify Airport 48 hours prior to accessing the site. Contact person is:
- ☐ The ENGINEER shall be responsible for securing site access and notifying SURVEYOR
- ☐ The OWNER or ENGINEER has secured permission from the present property owner(s) for entry to the property for this survey, subject to the following conditions:
- ☒ Site Access to the airport needs to be scheduled with the OWNER's representative. The SURVEYOR shall contact the following person(s) to schedule site access to the airport and make necessary arrangements: Ashley Erdmann, Civil Engineer, McFarland Johnson

The SURVEYOR shall notify ENGINEER of all field survey dates at least **10** days in advance of field activities.

b. Protection of Property

The SURVEYOR shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the SURVEYOR's entry, including, but not limited to, repair of lawns and plantings.

c. Units of Measure

The units of measure for this project shall be English.

e. Survey Control

Horizontal Control shall be based upon:

- ☒ North American Datum (NAD 83)
- ☒ Primary Airport Control Station (PACS)
- ☒ Secondary Airport Control Station (SACS)

- ☐ Other
- Error of horizontal closure Not To Exceed:
 - ☒ 1/5,000
 - ☐ Other –as specified below:

Vertical Control shall be based upon:

- ☒ National Geodetic Vertical Datum (NGVD) 1988
- ☐ Other – _____
- Error of vertical closure Not To Exceed:
 - ☒ (0.05') Miles ^{1/2}
 - ☐ Other –as specified below:

☒ **SECTION 2 – TOPOGRAPHIC SURVEY**

SURVEYOR shall perform complete topographic survey, including locating all natural and man-made features within the limits described in Section 1.

Requirements for utility locating:

- ☒ State one-call notification system and private mark out, such as ground penetrating radar (GPR), as needed to locate all utilities within work area
- ☒ Locate utility pole and guy wires and identify operating authority and identification numbers of each
- ☒ Provide location and size of water and gas mains, central steam and other utilities serving or on the property
- ☒ Provide location, size, depth, pipe material type, and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving or on property, and location of catch basins and manholes with top of grate and invert elevations of each.

Requirements for Topographical Survey:

Spot Elevations:

- ☒ Spot elevations at a 50 ft grid interval on all turf areas
- ☒ Spot elevations at 25 ft foot intervals on all pavement areas
- ☒ Spot elevations at all changes in grade, high and low points
- ☒ Lakes, Rivers, Streams or watercourses
- ☒ Building floor elevations and at all corners
- ☒ Building floor elevations and at all doors
- ☐ Building floor elevations and at all changes in floor elevation
- ☐ Building roof elevations on all flat roofs and at all roof peaks and edges

Horizontal location and description of miscellaneous features:

- ☒ Edge of pavement
- ☒ Pavement markings
- ☒ Drainage features including grate elevation, pipe inverts, and other characteristic information on feature
- ☒ Airfield lighting and signage – identify edge lights and stake-mounted or base-mounted
- ☒ Underground cable or duct markers
- ☒ FAA ILS or NAVAID checkpoint markers
- ☒ Individual Trees
- ☒ Brush lines
- ☒ Tree lines
- ☐ NOAA Weather Station

Wetlands Survey:

- ☐ Assume _____ ft of wetland boundary survey
- ☐ Assume ____ crew days for wetland boundary survey

Temporary Construction Horizontal and Vertical control

- ☒ Establish a minimum of 3 horizontal control monument(s) within project work area
- ☒ Establish a minimum of 3 vertical benchmark(s) within project work area

Other Requirements:

☒ **SECTION 3 – SUPPLEMENT SURVEY REQUIREMENTS**

SURVEYOR shall perform complete supplemental survey services, as requested by the ENGINEER, as needed to provide additional topographic and planimetric data. For the purposes of this quote, the SURVEYOR shall assume up to two (5) additional field days of survey, and the associated office work as required.

☒ **SECTION 4 – SAFETY PROTOCOLS**

Survey for this project is to take place on an active airfield. Strict safety precautions must be adhered to for the protection of the Airport Users and Survey Crews performing the work.

- Work shall be performed to the requirements of the Federal Aviation Administration (FAA) Advisory Circular 150/5370-27 “Operational Safety on Airports During Construction”, latest revision.
- Prior permission is required to access controlled areas on the Airport. Piseco Airport Operations will be providing escort services and daily coordination if required, prior to the start of work each day.
- Monitoring two-way radio communications with the ATCT/UNICOM/CTAF is required at all times. Surveyor to provide radios for their own use.

- Survey vehicles shall be clearly marked with the company's name, have a rotating yellow beacon or strobe and must have a three (3) foot square flag consisting of international orange and white squares not less than one (1) foot, displayed in full view above the vehicle.
- Surveyor shall not park vehicles on or within the Object Free Area (OFA) of any active airport pavements.

☒ **SECTION 5 – INSURANCE REQUIREMENTS**

SUBCONSULTANT shall procure and maintain throughout the period of service insurance throughout the period of service. See the Subconsultant Agreement Between Engineer and Subconsultant for insurance requirements.

☒ **SECTION 6 – OTHER**

- ☒ Please indicate if your firm is a registered Disadvantaged Business Enterprise (DBE) under federal guide lines.
- ☒ It is MJ's policy that payment to subconsultants will be made only after payment is received by MJ for services rendered. MJ makes reasonable efforts to pay subconsultant within 30 days of payment from the client.

☒ **SECTION 7 – DELIVERABLES**

1. Deliverable Requirements

☒ Hardcopy Drawing(s):

Drawing sheets shall be at a scale of 1" = 50 ft - A graphic scale and north arrow shall be included on the plan.

The topographic mapping scale for this project is 1" = 50 ft horizontal, with a 0.5 ft contour interval.

The following information shall be shown, in addition to all planimetric features:

- Coordinate grid system
- Location of horizontal control monuments used or established
- Location / Description of benchmarks used or established
- Land Surveyor stamp – licensed in state in which work is being performed
- Other:

☒ Miscellaneous:

- ☐ Copies of Field books
- ☒ Sketches with tie dimensions for all horizontal control points and benchmarks
- ☐ Horizontal and Vertical Control traverse closure reports

☒ Electronic Files

☒ Separate AutoCAD files containing:

- All planimetrics
- Breaklines, spot elevations, & contours
- Supporting files as listed below:

- ☒ The ground surface in an .xml file
- ☐ Font resource file
- ☐ block drawing files (AutoCAD)

CADD Layer/Level Designations shall be:

- ☒ Engineer supplied drawing template with CADD Layer/Level Designations
- ☒ As listed on MJ survey layer attached by ENGINEER
- ☐ Other standards –as specified below:

☒ Separate ASCII files of survey information in the following format:

Point #/Northing/Easting/Elevation/Point Description

- ☒ Surface-spot shots
- ☒ Surface-breakline shots
- ☐ Subsurface shots
- ☐ Stream cross sections

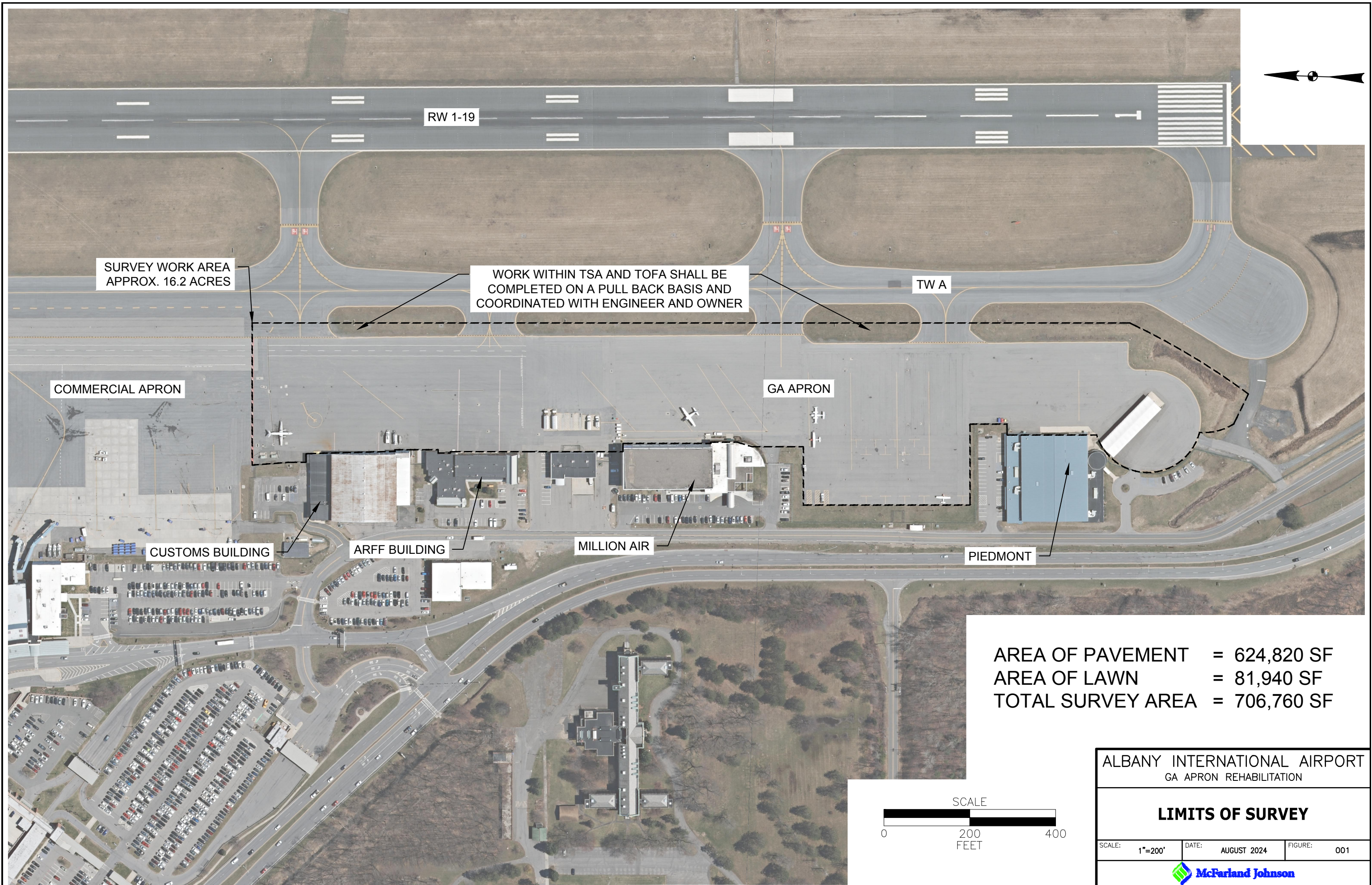


EXHIBIT C – SUBCONSULTANT ACKNOWLEDGEMENT

PROTECTION OF PROPERTY, RESTORATION AND REPAIR, SITE ACCESS AND MOVEMENT CONTROL

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Property lines, routes of access, and other areas where access by the SUBCONSULTANT and its subcontractors may be permitted are shown in the attached Site Access and Movement Control Plan. Access to all other non-public or secure areas of the property by the SUBCONSULTANT or its subcontractors is prohibited unless otherwise directed by the OWNER.

For work at an Airport with Air Traffic Control Tower (ATCT) the SUBCONSULTANT and its subcontractors shall be responsible for its own control of access and movements at or on the project site in accordance with the then current FAA AC 150/5370-2 - Operational Safety on Airports During Construction and the specific requirements of the OWNER. The SUBCONSULTANT'S site access and movements, and the site access and movements of its subcontractors, shall be limited to the specific areas designated for site access and movements in the attached EXHIBIT D - Site Access and Movement Control Plan, and only upon receiving specific approval for such movements from and as directed by the OWNER. The SUBCONSULTANT and its subcontractors shall follow the specific directions and airfield movement clearances provided by the OWNER's Airport Operations staff and the Air Traffic Control Tower.

THE FOREGOING IS HEREBY ACKNOWLEDGED BY SUBCONSULTANT THIS _____
DAY OF _____, 20__

SIGNATURE

PRINT NAME & TITLE OF PERSON SIGNING ABOVE

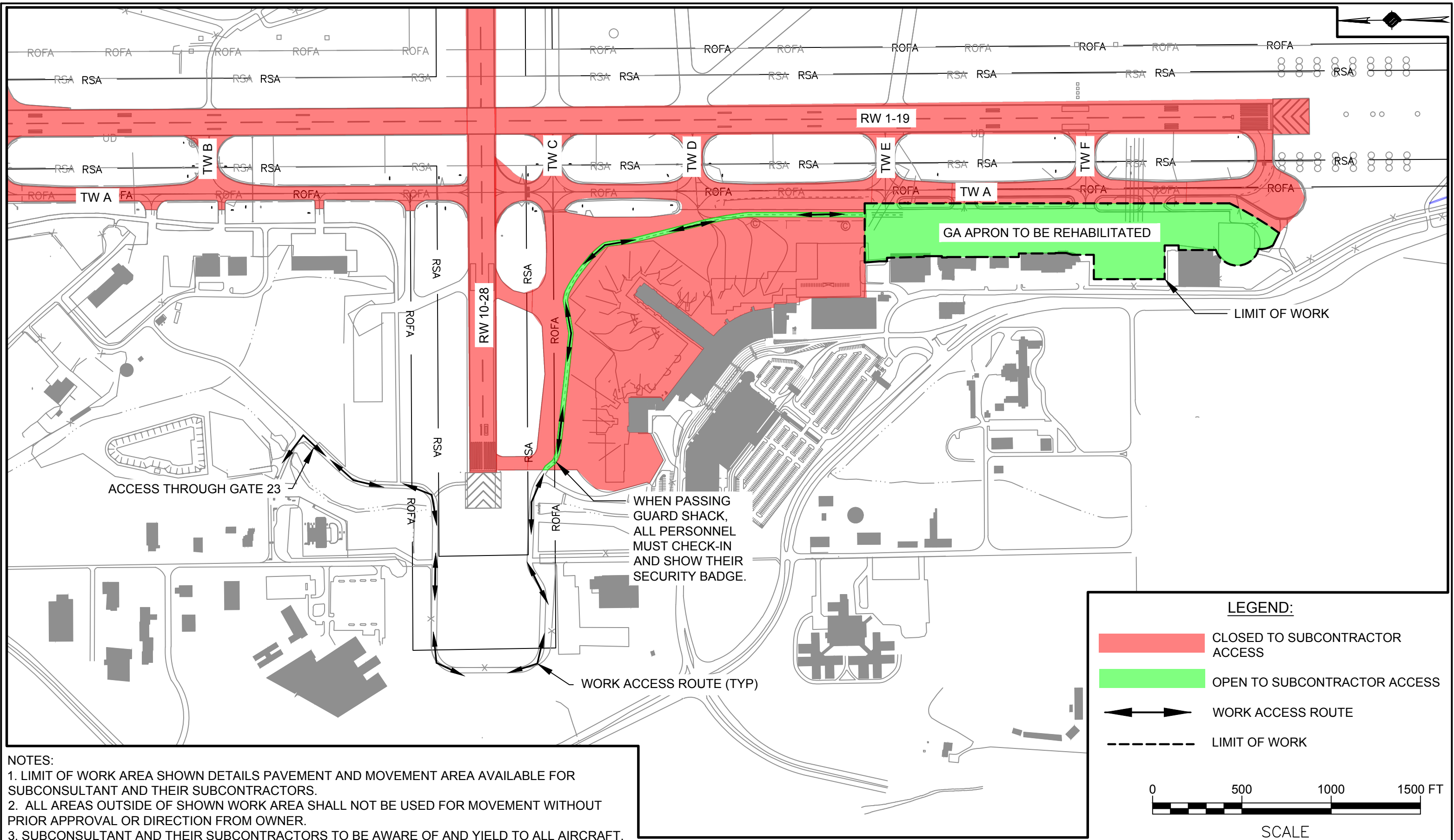


EXHIBIT B
GA Apron Rehabilitation
Contract No S-1196

Albany County Airport Authority
Albany International Airport

August 2024

FEE SUMMARY

	DESIGN / PLANNING SERVICES	CONSTRUCTION SERVICES
1. DIRECT TECHNICAL LABOR	\$83,507.29	\$14,042.80
2. ESTIMATED OVERHEAD EXPENSES AND PAYROLL BURDEN Based on Percentage of Direct Salary Cost (exclusive of Premium Pay) with the estimated Percentage being 175.00 %	\$146,137.76	\$24,574.90
3. SUBTOTAL OF ITEMS 1 & 2	\$229,645.05	\$38,617.70
4. FIXED FEE / PROFIT	\$34,446.76	\$5,792.66
5. DIRECT EXPENSES	\$1,200.00	\$1,320.00
6. SUBCONSULTANT COSTS	\$61,106.00	
Atlantic Testing Laboratories (Geotech)	\$28,470	
SY Kim (Survey)	\$32,636	
7. SUBCONTRACT COSTS - (ESTIMATE)		
8. OVERTIME PREMIUM		
9. TOTAL FEE ESTIMATE	\$326,397.81	\$45,730.36

10. TOTAL FEE FOR ALL SERVICES

\$372,129

NOTE: Authorized hours worked in excess of forty per week are subject to a premium time charge

GA Apron Rehabilitation				
Contract No S-1196				
Albany County Airport Authority				
Albany International Airport				
August 2024				
McFARLAND-JOHNSON LABOR RATES				
DIRECT TECHNICAL LABOR				
		<u>CURRENT</u>	<u>PROJECT</u>	<u>2024</u>
		<u>AVG. RATE</u>	<u>AVG. RATE</u>	<u>MAX. RATE</u>
<u>CLASSIFICATION</u>				
Vice President (VP)		\$113.42	\$115.69	\$113.42
Division Director/Reg.Div.Director (DD)		\$90.98	\$92.80	\$101.00
Senior Project Manager (SPM)		\$81.66	\$83.29	\$88.90
Sr. Project Engineer (SPE)		\$64.44	\$65.73	\$71.62
Project Engineer (PE)		\$56.39	\$57.52	\$66.30
Senior Engineer (SE)		\$45.67	\$46.58	\$53.20
Assistant Engineer (AE)		\$38.59	\$39.36	\$43.50
Junior Engineer/Planner/Envrmntlst (JEP1)		\$32.38	\$33.03	\$35.70
Junior Engineer/Planner/Envrmntlst (JEP2)		\$35.37	\$36.08	\$38.92
Technician Supervisor (TS)		\$56.85	\$57.99	\$60.00
Senior Technician (ST)		\$39.41	\$40.20	\$43.26
Assistant Technician (AT)		\$27.83	\$28.39	\$30.16
Junior Technician (JT)		\$27.83	\$28.39	\$30.16
Resident Inspector (RI)		\$54.31	\$55.40	\$58.62
Senior Inspector (SI)		\$46.48	\$47.41	\$52.55
Inspector (I)		\$40.04	\$40.84	\$40.04
Assume Notice to Proceed: 9/15/2024				
Design Project Duration (months): 15				
Assume Salary Escalation: 4.0%				
Year	Compounded Escalation Factor	% Work in year	Effective %	
2024	1.000	50.0%	50.0%	
2025	1.040	50.0%	52.0%	
2026	1.082	100.0%	102.0%	

GA Apron Rehabilitation**Contract No S-1196****Albany County Airport Authority
Albany International Airport****August 2024****DIRECT COSTS**

	DESIGN / PLANNING SERVICES	CONSTRUCTION SERVICES	
Travel Related Costs:			
Vehicle Cost Plus Fuel	\$668	\$804	
Lodging and Meals			
Per Diem			
Reproduction			
CADD Plots	\$240	\$240	
Prints	\$120	\$120	
Photocopies			
Photo Costs			
Telephone/Fax:			
Postage/Delivery	\$150	\$150	
Miscellaneous	\$22	\$6	
	\$1,200	\$1,320	
			\$2,520

August 2024

ESTIMATED HOURS

PHASE/TASK		DESCRIPTION	HOURS BY CLASSIFICATION																
			VP	DD	SPM	SPE	PE	SE	AE	JEP1	JEP2	TS	ST	AT	JT	RI	SI	I	SUM
			\$115.69	\$92.80	\$83.29	\$65.73	\$57.52	\$46.58	\$39.36	\$33.03	\$36.08	\$57.99	\$40.20	\$28.39	\$28.39	\$55.40	\$47.41	\$40.84	
Administration / Project Management			15	8	84		47			32								186	
1.A.	Programming Conference			2	6		6											14	
1.B.	Project Development		2	2	16		16			16								52	
1.C.	Procurement of Special Services		4	2	8		16			16								46	
1.D.	Design Team PM		9	2	18													29	
1.E.	Monthly Status Reports				18													18	
1.F.	Schedule Coordination				18		9											27	
Conceptual Design (60%)				4	96		256			336								692	
2.A.	Pre-Design Meeting				6		6											12	
2.B.	Data Collection				8		16			24								48	
2.C.	Survey				8		16			50								74	
2.D.	Geotech				8		16			50								74	
2.E.	Draiage System Visual Inspection				8		16			20								44	
2.F.	Pavement Design				16		48			48								112	
2.G.	Aircraft Movement Analysis			4			24			20								48	
2.H.	NYSDEC SWPPP				16		40			40								96	
2.I.	Conceptual Plans				16		40			40								96	
2.J.	CSPP Development				8		32			40								80	
2K.	CSPP Submission				2		2			4								8	
Preliminary Design (90%)			4	4	112		220			252								592	
3.A.	Preliminary Design				16		32			40								88	
3.B.	Preliminary Plans				16		40			80								136	
3.C.	Preliminary Specifications				16		32			20								68	
3.D.	Preliminary Estimate				16		24			24								64	
3.E.	Draft Engineer's Report				16		32			20								68	
3.F.	Obstruction Evaluation				4		8			16								28	
3.G.	Finalize and Submit SWPPP and NOI				8		24			24								56	
3.H.	Preliminary Design Review Meeting				8		8											16	
3.I.	QA/QC	4		2	8		16			20								50	
3.J.	Preliminary Submission to Sponsor				2		2			4								8	
3.K.	Preliminary Submission to FAA			2	2		2			4								10	
Final Design (100%)			4	4	39		74			112								233	
4.A.	Revisions to Design				8		20			40								68	
4.B.	Bid Package Creation				16		20			40								76	
4.C.	Final Design Review Meeting				6		6											12	
4.D.	Final Design Report Submission to FAA				1		4			4								9	
4.E.	QA/QC		4	2	4		16			20								46	
4.F.	Issued For Bid Package			2	4		8			8								22	
Bidding and Award				2	22		30			20								74	
5.A.	Pre-Bid Meeting				6		6											12	
5.B.	Addenda				8		16			16								40	
5.C.	Recommendation to Award			2	8		8			4								22	
Total Hours - Design / Planning Services			23	22	353		627			752								1777	
Total Labor Cost - Design / Planning Services			2134.4	1832.38	23202.7		29205.7			27132								83507.3	
Construction Administration / Project Management				2	98		80			56								236	
6.A.	Weekly Meetings				16		16											32	
6.B.	Contract Documents				2		8			16								26	
6.C.	Site Visits				32		32											64	
6.D.	Shop Drawings				4		8			24								36	
6.E.	Project Management				32													32	
6.F.	Final Walk Through				8		8											16	
6.H.	Construction Management Plan			2	4		8			16								30	
Project Closeout					4		12			24								40	
7.A.	Record Plans				2		4			8								14	
7.B.	Construction Testing and Quality Control Report				2		8			16								26	
Total Hours - Construction Services				2	102		92			80								276	
Total Labor Cost - Construction Services				166.58	6704.46		4285.36			2886								14042.8	

AGENDA ITEM NO. 10.6

**Annual Service Contract: Authorization to
Award: Contract No. SC-1210 Alarm Maintenance
Services for the Main Terminal Fire Alarm with Fire,
Security & Sound Systems, Inc.**

AGENDA ITEM NO: 10.6

MEETING DATE: September 16, 2024

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT:

ACAA Approved
09/16/2024

Contact Person: *John LaClair, P.E. Chief Engineer*

PURPOSE OF REQUEST:

Annual Service Contract: Authorization to Award: Contract No. SC-1210 Alarm Maintenance Services for the Main Terminal Fire Alarm with Fire, Security & Sound Systems, Inc.

CONTRACT AMOUNT:

One year Amount: \$82,805.00

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes ✓ No NA
Funding Account No.: N/A

AWARD CONDITIONS MET:

Apprenticeship N/A DBE ✓ MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal N/A State N/A Airport 100% NA
Term of Funding: 2024
Grant No.: <pending> State PIN: <pending>

JUSTIFICATION:

Authorization is requested to award the Annual Service Contract SC-1210 for the Main Terminal Fire Alarm to Fire, Security and Sound Systems, Inc.(F, S & S) of Latham, N.Y. in the amount of \$82,805.00. F, S & S was the subcontractor to Hewitt & Young for the Main Terminal alarm system and have a complete knowledge of the system. F, S & S proposed an annual maintenance fee to maintain the system as the warranty from the project expired. The buildings covered would be the Main Terminal, Hangar #1, North Parking Garage and the ARFF building to keep the system code compliant. Two other alarm companies were asked to quote this work but declined because they had not done the installation.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 10.6

MEETING DATE: September 16, 2024

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES ✓ NA _____

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES ✓ NO _____.

BACK-UP MATERIAL:

Scope and fee from Fire, Security & Sound Systems, Inc.



4 Avis Drive- Suite 110
Latham, NY 12110
(518) 250-4364

NYS OGS CONTRACT FIRE ALARM TEST/INSPECT PROPOSAL

Group 77201- Intelligent Facility and Security Systems & Solutions

Award Number- 23150

FS&S OGS Contract Number- PT687955B

NYS Vendor ID- : 1000031076

Date: 8/29/2024

Client: Albany Airport Authority

Contact: John LaClair

Phone: (518) 242-2255w (518) 378-5959c

Email: jlaclair@albanyairport.com

Project:

Annual Fire Alarm Test & Inspection- 5 Year

Terminal*Authority*ARFF*Hangar #1*N. Parking (#1)*S. Parking (#2)*NYSP K9

# of Techs	Duration	# Hours	After Hours?	BUILDING	RATE	EXTENDED
3	15 days	360	NO	Terminal Building	120.00	43,200.00
3	7 days	168	YES	Terminal Building	180.00	30,240.00
SUBTOTAL						73,440.00

# of Techs	Duration	# Hours	After Hours?	BUILDING	RATE	EXTENDED
3	1 day	24	NO	Authority / Admin & ARFF Buildings	120.00	2,880.00
SUBTOTAL						2,880.00

# of Techs	Duration	# Hours	After Hours?	BUILDING	RATE	EXTENDED
2	1 day	16	NO	Hangar #1	120.00	1,920.00
SUBTOTAL						1,920.00

# of Techs	Duration	# Hours	After Hours?	BUILDING	RATE	EXTENDED
2	1 day	16	NO	Parking Garage #1 (North)	120.00	1,920.00
SUBTOTAL						1,920.00

# of Techs	Duration	# Hours	After Hours?	BUILDING	RATE	EXTENDED

2	1 day	16	NO	Parking Garage #2 (South)	120.00	1,920.00
					SUBTOTAL	1,920.00

# of Techs	Duration	# Hours	After Hours?	BUILDING	RATE	EXTENDED
2	1/4 day	4	NO	NYSP K9 / Bomb Squad	120.00	480.00
					SUBTOTAL	480.00

# of Techs	Duration	# Reports	After Hours?	BUILDING	RATE	EXTENDED
N/A	N/A	7	N/A	Mandatory Compliance Engine Fee (per system/upload)	35.00	245.00

2024	YEAR 1	ANNUAL FIRE ALARM TEST & INSPECT AGREEMENT AMOUNT	82,805.00
2025	YEAR 2	ANNUAL FIRE ALARM TEST & INSPECT AGREEMENT AMOUNT	84,869.00
2026	YEAR 3	ANNUAL FIRE ALARM TEST & INSPECT AGREEMENT AMOUNT	87,210.00
2027	YEAR 4	ANNUAL FIRE ALARM TEST & INSPECT AGREEMENT AMOUNT	89,685.00
2028	YEAR 5	ANNUAL FIRE ALARM TEST & INSPECT AGREEMENT AMOUNT	92,437.00

NOTES/CAVEATS:

Five Year Extended Parts Warranty (Edwards parts only, dated from time of PO) included with signed Agreement.

FS&S to maintain technician badging requirements, per AIAA, every 30 days.

Contract total is estimated and actual labor hours to be billed if less than estimated amount.

FS&S to provide Certified Payroll.

Quoted amount is for the annual test/inspection ONLY. Repairs are not included and will be quoted/billed in addition to above amount.

Quote does not include lift, special equipment or ladders over 6'. If specialized equipment is needed for testing, Customer will provide or equipment will be rented and billed to Customer.

At the time of scheduling, Subscriber shall coordinate with any third parties (e.g., elevator vendor, sprinkler system vendor, etc.) for testing of devices (elevator, pit/shaft, sprinkler, tamper/flow, etc.) to be done during agreed inspection appointment. FS&S shall not be responsible for any third-party costs associated with aforementioned coordination between third party vendor and AIAA.

Detailed annual fire alarm test & inspect reports (conforming to NFPA72) will be provided to customer.

NOTES/CAVEATS (continued):

There is a 2 hour minimum and one-time trip charge per service call (see Service rates below).

3 FS&S Technicians on site during test & inspection (1 at FACP/Graphics Workstation and 2 in the field testing).

FS&S DISCOUNTED TEST/INSPECT RATES (used for calculating contract rates only):

Years 1-5

AGENDA ITEM NO. 10.7

**Construction Contract: Authorization to Award
Construction Contract #1165-GC
Removal and Replacement of
Passenger Boarding Bridges A6 & B6
to VRH Construction Corp.**

AGENDA ITEM NO: 10.7

MEETING DATE: September 16, 2024

**ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION**

DEPARTMENT:

Planning and Engineering

**ACAA Approved
09/16/2024**

Contact Person:

Matthew J. Mokey, P.E., Airport Engineer

PURPOSE OF REQUEST:

Construction Contract:

*Authorization to Award Construction Contract #1165-GC
Removal and Replacement of Passenger Boarding Bridges A6 & B6
to VRH Construction Corp.*

CONTRACT AMOUNT:

Base Amount \$2,230,000.00

BUDGET INFORMATION:

Federal Airport Improvement Program

Anticipated in Current ALB Capital Plan: Yes ✓ No NA

Funding Account No.: CPN 2002

AWARD CONDITIONS MET:

Apprenticeship Y DBE N/A MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 0% State 0% Airport 100% (PFC)

Term of Funding: 2024-2026

Grant No.: x-xx-xxx-xx-xx STATE PIN: pending

JUSTIFICATION:

Request to award Contract 1165-GC for Removal and Replacement of Passenger Boarding Bridges A6 and B6 to qualified low bidder VRH Construction Corporation of Englewood, NJ for \$2,230,000.00 Base Bid. The contract scope includes replacement of existing passenger boarding bridges A-6 & B-6. The existing passenger boarding bridges are over 20 years old and the maintenance costs to keep them operational increases annually. New bridge installation will include removal of the existing unit and installation of a newly fabricated unit at each location. Award contingent upon FAA concurrence and Board Approval.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 10.7

MEETING DATE: September 16, 2024

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES J NA _____

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES J NA _____

BACK-UP MATERIAL:

Please refer to the attached Contract 1165-GC Bid Table.

CONTRACT #1165-GC

Passenger Boarding Bridge Improvements, Replace A-6 and B-6

Company Name	VRH Construction Corp	Symbiant Aviation Services			
Addendum #1	✓	✓			
Addendum #2	✓	✓			
Addendum #3	✓	✓			
Lump Sum Bid	\$2,230,000.00	\$2,942,500.00			
Bid Bond	5%	5%			
Board of Directors	✓	✓			
Non-Collusion	✓	✓			
Qualification Questionnaire	✓	✓			
Acknowledgment	✓	✓			

AGENDA ITEM NO. 10.8

Issue purchase orders for purchase of materials and enter into any required agreements for lease of two AvGas refueler trucks.

AGENDA ITEM NO: 10.8

MEETING DATE: September 16, 2024

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: FINANCE

ACAA Approved
09/16/2024

Contact Person: Margaret Herrmann, Chief Accountant

PURPOSE OF REQUEST:

Issue purchase orders for purchase of materials and enter into any required agreements for lease of two AvGas refueler trucks.

CONTRACT AMOUNT:

Total Contract Amount: *Estimated at \$3,700,000 (for 1 year based upon estimated usage – fuel prices change weekly)*

BUDGET INFORMATION:

Anticipated in Current Budget: Yes X No NA
Funding Account Numbers: 51101/51103/54075/66060

JUSTIFICATION:

Request is made to issue annual purchase orders for the purchase of AvGas, Jet-A and Sustainable Aviation Fuel (SAF) along with the rental of two AvGas refueler trucks from AvFuel Corporation for a term of five (5) years.

Competitive proposals were received from five qualified vendors to supply aviation fuel sold through the FBO, provide associated credit card processing, and to supply two AvGas refueler trucks. The aviation fuel trucks are included in the fuel procurement because they are currently leased from the incumbent aviation fuel supplier. Four proposals were received and evaluated based upon the cost of fuel, cost of associated credit card processing fees, and cost of and value of refueler trucks proposed. An evaluation committee was formed to review the entire proposals and AvFuel Corporation was deemed to have offered the best value. The proposed cost terms and fees proposed for the purchase of fuel, processing of credit cards, and provision of refueler trucks indicate that AvFuel Corporation proposed the lowest overall cost to the Authority when all categories are combined and the best quality of refueler trucks to be leased to the Authority.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES / NA

A standard annual purchase order will be issued with the Awarded Vendors Proposal attached. Counsel will review any supplemental agreements that may be required related to the lease of trucks.

PROCUREMENT DEPARTMENT APPROVAL:

AGENDA ITEM NO: 10.8

MEETING DATE: September 16, 2024

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES X NA

BACK-UP MATERIAL: *Please see attached: Purchasing memo of the tallied results of the evaluation committee and proposal from AvFuel Corporation.*

Liz Charland

From: Margaret Herrmann
Sent: Wednesday, September 11, 2024 8:07 AM
To: Liz Charland
Subject: FW: Avfuel's RFP Response to Contract # 1199-F

Hello Katie,

Per our conversation today, Avfuel understands that parts of our RFP response marked as confidential will be forwarded to the ACAA Board for review and then posted onto ACAA website as public information. We agree with this except for Avfuel's response to "Exhibit D, Proposal G-3, A Financial Statements" whereby Avfuel Corporation Financial Statements submitted in a separate sealed envelope must remain confidential at all times.

If you have any additional questions, please contact my office.

Thank you.

Joel J. Hirst
Senior Vice President Sales, **Avfuel**

7 West Ellsworth Rd. | Ann Arbor, MI 48108 | avfuel.com
P: +1-734-663-6466, ext. 20385 M: +1-734-604-6737

MEMORANDUM

TO: Margaret Herrmann
Chief Accountant

FROM: Katie Kane
Deputy Purchasing Agent

DATE: September 9, 2024

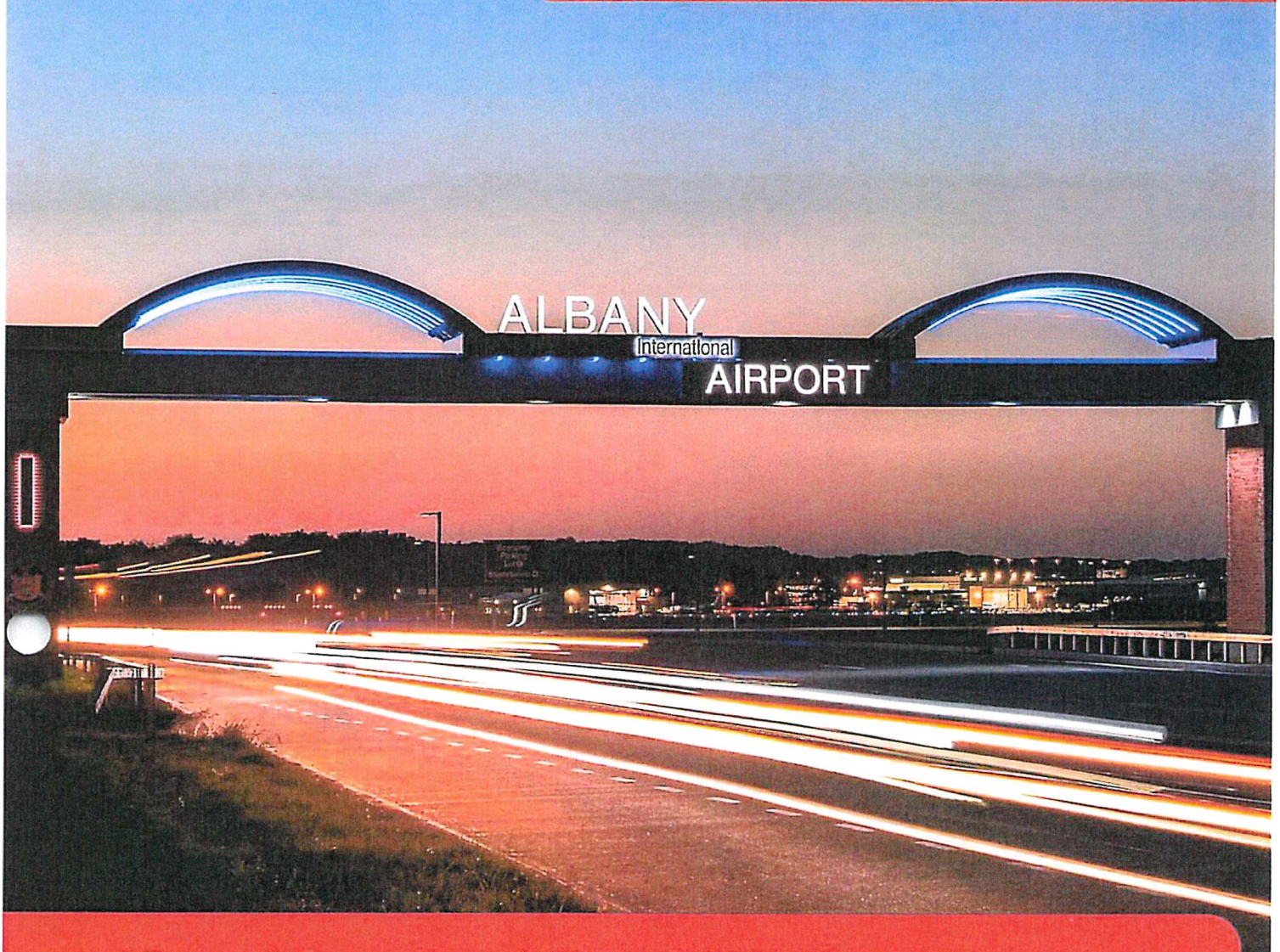
RE: Recommendation of Award Contract # 1199-F
Aviation Fuel Supplier

On August 29, 2024 four proposals were received for Aviation Fuel Supplier at Albany International Airport; Titan Aviation Fuels, Ascent Aviation Group, Inc., AvFuel Corporation and EPIC Fuels.

The evaluation committee met and discussed the proposals on September 9, 2024. The committee scored all proposals on the evaluation criteria as set forth in the RFP. The proposal with the highest score is AvFuel Corporation.

Therefore, recommendation for award is made to AvFuel Corporation.

Albany County Airport Authority
Response to RFP Contract No. 1199-F | Aviation Fuel Supplier



Albany International Airport (KALB)

On behalf of:

Avfuel Corporation | 47 West Ellsworth Rd. | Ann Arbor, MI 48108



Albany County Airport Authority
RFP Contract No. 1199-F
Aviation Fuel Supplier
August 29, 2024

NEW YORK STATE FREEDOM OF INFORMATION LAW (FOIL)

CONFIDENTIALITY NOTICE

The information or data on pages 4, 12, 67, 70 (Exhibit D Proposal G-3 A Financial Statements), 74, 75, 76, 78, 79, 81, 82 identified on the top thereof as "CONFIDENTIAL", contain financial, technical or other information which constitute trade secrets or such, if publicly disclosed, would result in substantial injury to our competitive position. We request that the Authority use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and that the Authority maybe required to make public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the Authority pursuant to FOIL.

Avfuel Corporation
47 W Ellsworth Rd., Ann Arbor, MI 48108 | Mobile: 734-604-6737 | Fax: +1 734.663.1681



Bobbi Matthews, Purchasing Agent | Albany County Airport Authority
Purchasing Office | Albany International Airport
Terminal Building, Third Floor | Albany, New York 12211-1057

August 29, 2024

Dear Bobbi,

Avfuel is in receipt of the Albany County Airport Authority RFP for Contract No. 1199-F Aviation Fuel Supplier and Addendum No. 1. As an authorized representative of Avfuel Corporation, I am pleased to offer the following comprehensive response.

This response outlines Avfuel's ability to supply fuel and services for the Authority's operations and Avfuel's programs and dedicated support team can help grow your business efficiently and sustainably.

Unmatched Service Reliability

With a 50+ year track record of providing reliable, uninterrupted fuel supply, industry-leading solutions to support back-office operations, and traffic-generating marketing and sales support, Avfuel has a unique understanding of how to help the Authority succeed in a competitive market.

Unwavering Sustainability Initiatives

Furthermore, Avfuel is proud to be the undisputed leader in supplying the business/general aviation market with sustainable aviation fuel. We have a proven track record of expanding SAF's presence geographically and logistically, while tripling our SAF volume each year, further injecting it into the business aviation supply chain.

At Avfuel, sustainability isn't just a selling point, it's a mindset kept at the forefront of every key business decision we make, whether that's investments in new fuel technologies, like eSAF, or in achieving sustainability standards set by respected industry organizations. **We can put our mission to work for you, bringing a suite of sustainable options to end users at your airport, including SAF.**

Unflinching Focus on Aviation

Backed by proven solutions and 250+ dedicated employees, I am confident our partnership can help streamline your operations and accelerate your business. With a half-century focus on aviation, Avfuel became the industry's first and foremost all-round aviation facilitator. Our diverse business lines and programs—from card processing and FBO training, to equipment and commercial fuel services—propelled us to the forefront of the aviation industry.

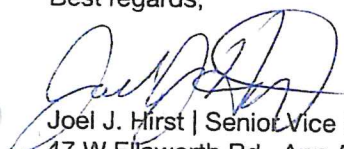
For Albany County, that means a fuel supply partner with a highly-recognized, global brand, solutions proven to attract flight departments, sustainable products for a cleaner world and, of course, fuel tanks that never run dry.

For any questions or clarifications regarding our response, please contact Joel Hirst, Senior Vice President Sales: jhirst@avfuel.com, 734-663-6466, ext 20385

A draft Aviation Fuel Supply Agreement is included to incorporate with the Authorities agreement.

Thank you for the opportunity to earn your business as Albany International Airport's dedicate fuel supplier.

Best regards,


Joel J. Hirst | Senior Vice President Sales, Avfuel Corporation
47 W Ellsworth Rd., Ann Arbor, MI 48108 | Mobile: 734.604.6737 | Fax: +1 734.663.1681

This comprehensive response is submitted for approval within 90 days and is subject to the execution of the contract documents satisfactory to both parties, which will incorporate the proposal terms and, when executed, become binding to both parties.

2. EXECUTIVE SUMMARY



By partnering with Avfuel, you're choosing a fuel supplier that values reliability, service, innovation, sustainability and a *human* approach to conducting business ... not to mention, a highly-recognized, global brand that attracts traffic and keeps business aviators fueled up at 3,500+ worldwide locations.

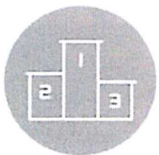
Avfuel attests it can not only satisfy the minimum qualifications and scope of work as outlined in the County's RFP—namely, experience, reliable supply of on-spec fuel, avgas refueling equipment, insurance, management/marketing support, pilot loyalty rewards, and payment processing—but also provide *so much more value* that goes above and beyond to help your operation reach new horizons.



More Value for Albany International Airport

- Avgas refueler trucks at NO COST
- SAF availability from business aviation's most established supply chain
- \$50,000 sustainability grant
- 12 months of AVTRIP Points at NO COST (2 points per gallon)
- FAA-Approved Training at NO COST
- Annual QA inspections and training on site at NO COST
- 24/7/365 access to quality assurance experts
- Invitation to Avfuel's headquarters to experience the difference firsthand
- 250+ employees dedicated to aviation ... dedicated to YOU

We take quality control seriously, which is why we've developed and maintain all of our services (from refueler trucks and training, to marketing and sustainable products) in-house, while staffing the industry's foremost experts in their fields. In doing so, we provide greater flexibility and higher value in our branding program. Read on to learn more >



Differentiators

- Consistent, stable growth across 50 years
- Portfolio of in-house solutions proven to grow your business
- Robust contract fuel program proven to attract customers and enhance fuel sales
- Industry's most popular loyalty program
- Industry's only rewards program for FBO staff



At-A-Glance

- Founded in 1973
- 100% dedicated to aviation
- 29% FBO market share in the U.S.
- Touch 1 in every 3 U.S. business flights
- 675+ Avfuel-branded locations
- 1,000+ airport refueler truck fleet

2. EXECUTIVE SUMMARY



Many fuel suppliers “check all the boxes” when it comes to fuel supply and related services, but few can boast the successes seen in each of these value-added solutions. As the original comprehensive supplier of aviation fuel and services, Avfuel has perfected each of these in-house offerings across 50+ years.

EQUIPMENT FACILITY

The only OEM owned by a fuel supplier.



DLA RELATIONSHIPS

Opportunities for connection with a key segment.



CONTRACT FUEL

Serving 32.5k aircraft who trust the avfuel brand.



SALES + MARKETING

Dedicated aviation pros who know how to reach goals.



LOYALTY REWARDS

Historically preferred among flight crews.



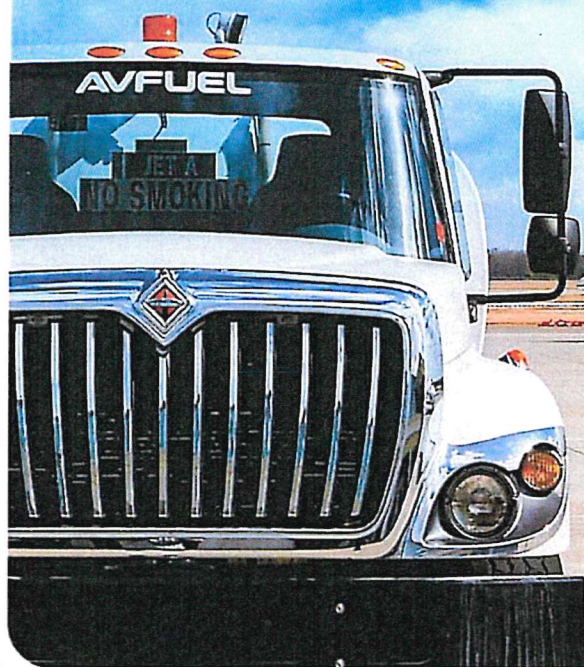
FBO RESOURCES

Staff training + rewards for next-level customer care.



**THIS DEDICATION EARNED US A
29% SHARE OF U.S. BRANDED FBOS**

THE NUMBERS BEHIND SO MUCH MORE



50+
YEARS DEDICATED
TO AVIATION

90+
REFINERY
PARTNERS

300+
SUPPLY
TERMINALS

33K+
SQUARE-FOOT
TRUCK SHOP

3500+
GLOBAL FUELING
LOCATIONS

675+
BRANDED FBO
PARTNERS

28K+
ACTIVE AVTRIP
MEMBERS

10+
SUPPORTING
SERVICE LINES

3a. Experience With Jet A & Avgas



Supply and logistics are Avfuel's expertise, ensuring nothing comes between you and your fuel. We are the definitive experts at transporting product from thousands of supply points via pipeline, barge, rail and truck. Avfuel is proactive, making sure the fuel you need is available when and where you need it, even during market fluctuations and emergencies.

To ensure consistent, reliable supply to KALB, Avfuel utilizes redundant supply points in the region to source jet fuel and avgas. Avfuel has five jet fuel terminals and three avgas terminals to support KALB fuel requirements. The primary supply terminals for KALB are Sunoco in Linden, New Jersey, for jet fuel and N. Albany Terminal Co in Glenmont, New York, for avgas.

Avfuel has supply contracts with 90+ refiners and oil companies, and access to 300+ terminals to load delivery transport trucks. This robust network allows Avfuel to provide our customers with uninterrupted supply. While Avfuel provides branded fuel supply to more than 675 locations, the below customers are representative examples of our experience supporting customers with Jet A and Avgas.

REFERENCES FOR JET AND AVGAS SUPPLY:

Avflight Harrisburg | 3 Terminal Dr | Harrisburg Intl. Airport | Middletown, PA 17057
Joe Meszaros, Vice President of Operations | jmeszaros@avflight.com | 810.955.8538

Avfuel Corporation has worked with Avflight Harrisburg for more than 25 years (since before the FBO was acquired by Avflight) in the supply of fuel for both the fixed base operation and the airport's commercial airlines, refueling equipment, marketing needs and training systems. Annual fuel volumes exceed 8M gallons. During this time, Avfuel has helped increase Avflight Harrisburg's business by:

- Processing more than 50% of their transient sales through our contract fuel program, offering a zero percent processing rate
- Providing consistent supply for the FBO as well as all the airlines
- Providing refueling equipment
- Offering military DLA contract support
- Offering comprehensive marketing support

Information on these deliverables can be found under Descriptive Literature.

Atlantic Aviation (network) | 5201 Tennyson Parkway, Suite 150, Plano, TX 75024
Tim Bannon, Director of Procurement | tim.bannon@atlanticaviation.com | 972-447-4200

Avfuel Corporation has worked with Atlantic Aviation and its various FBO locations across the country for 15+ years. This has included:

- Fuel supply to FBOs, commercial airlines and contract fuel customers
- Support with DLA Military fuel
- Refueler truck leasing

Annual fuel volumes exceed 50M gallons, some of which are in challenging logistical locations or situations. Additionally, Avfuel supplies significant SAF volumes to Atlantic Aviation.

Pensacola Aviation Center | 4145 Jerry L Maygarden Rd | Pensacola, FL 32504
Bill Hudgens, President | billhudgens@pensacolaaviation.com | 850-434-0636

Avfuel Corporation has worked with Pensacola Aviation Center since 2010 in the supply of fuel for both the fixed base operation, airport's commercial operators and DLA Military, and in support of refueling equipment, marketing needs and training systems. Annual fuel volumes exceed 10M gallons.

**NO OTHER SUPPLIER HAS CURATED MORE
RELATIONSHIPS WITH REFINERS & SUPPLIERS.**

REDUNDANCY KEEPS YOU FUELED DURING FLUCTUATIONS & EMERGENCIES.

90+

REFINERY
PARTNERS



300+

SUPPLY
TERMINALS

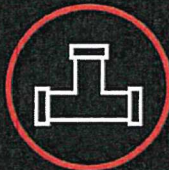


100+

TRANSPORT
CARRIERS



**DELIVERING
YOUR FUEL VIA**



PIPELINE



BARGE



RAIL



TRUCK



YOUR POWERFUL SOURCE OF POWER

Rely on our expertise in the movement, scheduling and safe handling of aviation fuel. With Avfuel, nothing comes between you and your fuel.

ORDERING FUEL HAS NEVER BEEN EASIER

CALL US 24/7/365 FOR QUICK ACCESS TO AVFUEL'S DISPATCH PROFESSIONALS.

Special circumstances are our specialty. With Avfuel, you gain logistics experts with extensive experience handling fuel deliveries, including for special events and emergency orders.



WE KEEP IT SIMPLE TO MAKE IT SIMPLE



DELIVERY TIME FOR
JET A 24 HOURS
AVGAS 24 HOURS



24/7/365
CALL OR ORDER
ONLINE

3b. Experience With SAF

SAF PLAN FOR ALBANY INTERNATIONAL AIRPORT

Avfuel's contracted SAF supply partners are Neste and Valero Diamond Green. For KALB, Avfuel will support SAF from the Sunoco Terminal in Linden, New Jersey, with Valero Diamond Green. SAF availability at the Linden truck rack is expected to start in January 2025.

Valero Diamond Green manufactures the neat SAF (HEFA - SPK feedstock ASTM-7566) and blends it with traditional Jet A in Port Arthur / Pasadena, Texas. The blended SAF product is available for marine, truck rack and pipeline transportation from this facility. Blended SAF will be transported on the Colonial Pipeline to the Linden, New Jersey, truck rack for road delivery to KALB. Valero Diamond Green is making multiple blend ratios available for purchase. In Exhibit D: Proposal J, **we have provided pricing for 30% and 35% blend ratios.**

Reference a copy of the documents in **Exhibit D that will be provided with each SAF delivery:**

- Proof of Sustainability (PoS) for CORSIA Eligible Fuels
- Product Transfer Document

These documents, along with the Bill of Lading, confirm the following information:

- Feedstock
- Location of feedstock source (country)
- Emission reduction (and against what carbon intensity baseline) to calculate new carbon intensity
- Can also use CORSIA default
- Blend and, thus, neat quantity
- Proof of delivery to a fuel farm or facility (and any other intermediate ownership to prove chain of custody) + dates

SAF REFERENCES

Million Air Burbank - KBUR
Priscilla Howden, GM
P: 818-843-8311
E: phowden@millionair-bur.com

Atlantic Aviation - Corporate Office
Tim Bannon, COO
P: 972-447-4200
E: tbannon@atlanticaviation.com

Amercian Express
Brian Mackey, Financial Analyst
P: 845-567-2517
E: brian.j.mackey@aexp.com

FOR MORE INFORMATION, CONTACT:



Keith Sawyer
Manager Alternative
Fuels, Avfuel
P: (925) 989.0479

Sustainable Solutions: Products Available from Avfuel



SUSTAINABLE AVIATION FUEL



No one provides more SAF to business aviation operations than Avfuel. Today, Avfuel provides consistent supply to **26 FBO locations** and counting, in addition to leading OEMs and corporate flight departments.

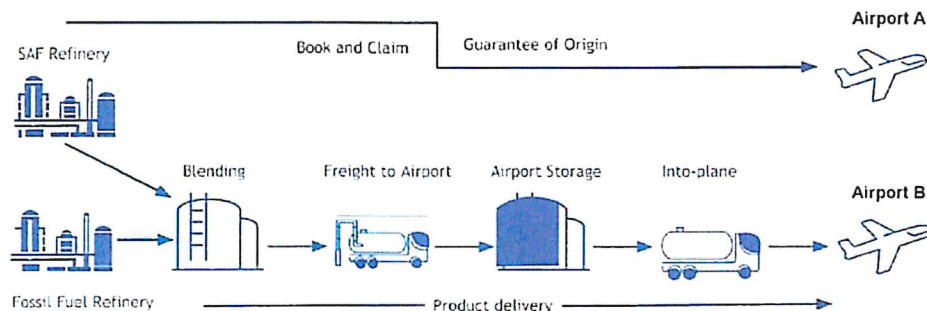
- Highest Standard Blend Ratio Available (30 SAF / 70 Jet Fuel)
- 19 Metric Ton Carbon Reduction Per Truckload
- One Truckload = Carbon Benefit of 22.5 acres of U.S. forests per year
- 26 locations in US & Europe
- Leading Partnerships: Neste, Total Energies

BOOK & CLAIM



Where molecules of SAF aren't yet available, Avfuel offers its customers access to SAF via its book and claim program.

- SAF is purchased where it is not yet available and uplifted where it is.
- SAF comes off the inventory books and the purchaser receives credit for the emissions reductions.



CARBON OFFSETTING



Avfuel's voluntary carbon offset program allows customers to purchase carbon credits to help reach net-zero carbon emissions. Avfuel's Carbon Offset Program provides mixed-allocation funding for projects meeting the strict requirements of the Gold Standard, Verra or American Carbon Registry (ACR).

- Every carbon credit offsets approximately **100 gallons of jet fuel**.

UNLEADED AVGAS



Avfuel is proud to collaborate with industry organizations by providing its distribution expertise for the development of a 100-octane unleaded avgas. While the industry awaits a 100-octane solution, Avfuel can offer its customers supply of Swift Fuels' 94-octane unleaded avgas product.



NET ZERO STARTS HERE

These solutions and more, now part of AvfuelZero:
Your Simplified Sustainability Journey.



Green Aviation Business

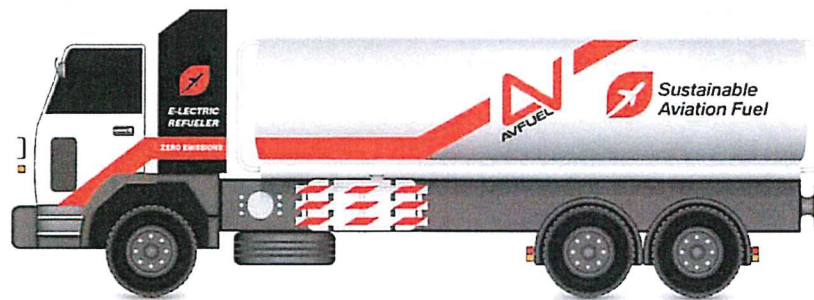
TIER 1



Avfuel Walks the Talk: REDUCING OUR FOOTPRINT

- Only Fuel Supplier to Comply With NATA Sustainability Standard for Aviation Businesses (Tier 2)
- Corporate sustainability policies and standards
- Annual carbon reduction and offset measures
- Active participation on industry committees and coalitions
- Frequent educational engagements, including approximately 10 presentations and panel discussions per year, media interviews, and on-airport educational materials

SUSTAINABLE EQUIPMENT OPTIONS: ELECTRIC REFUELER TRUCK / ELECTRIC TUG



\$50,000 Grant for Approved Sustainability Initiatives (amount based on 5 year term)

- To be put towards sustainability initiatives for the business aviation community via the FBO
- Examples of what could qualify include, but are not limited to:
 - ◆ Electric tug or GPU
 - ◆ A separate tank for UL94
 - ◆ New energy-saving lights or heating elements
 - ◆ An electric charging station



4. Proposed Services Information

4. Proposed Services Information



A. A detailed working plan showing the services to be performed and equipment to be utilized.

Ensuring a seamless onboarding and transitional period is Avfuel's speciality. The County can expect operational logistics and training efforts to begin 45 days prior to the contract start date with frequent on-site visits from Avfuel's team of dedicated experts.

The following outlines key areas of the first year's working plan for a successful integration and changeover to the Avfuel Network.

Period	Initiative	Details
1	Initial Planning, Assessment & Contract Preparations	Identify key stakeholders and project leaders from the Authority and FBO.
	Transition Team Formation & Plan Review	Conduct an on-site visit with the area manager. Share the timeline and plan with the Authority.
	Stakeholder Notification	Inform key customers and regulatory bodies about the upcoming changes.
	Contract Execution	Finalize and execute all necessary contracts.
	Avgas Truck Delivery	Schedule the delivery of avgas trucks 1-2 weeks prior to the contract start date. Coordinate transportation and setup with Avfuel QA team.
	Sales Systems Review & Training	Ensure proper transition of card processing software, databases, equipment branding and financial reports.
2	Staff Training	Conduct on-site training with Avfuel QA team on fuel, trucks and operations. Ensure all staff are trained on the new brand, card programs and customer service standards.
	System Integration	Complete integration of card processing systems, communication systems, and financial reports.
	Marketing Alignment	Understand the FBO's marketing goals and objectives.
	Brand Audit	Evaluate current brand assets and customer perceptions.
	Insurance Update	Add the Authority to the 3rd-party insurance policy.
	Customer Notification	Inform customers of the upcoming brand transition, including timelines and expectations.

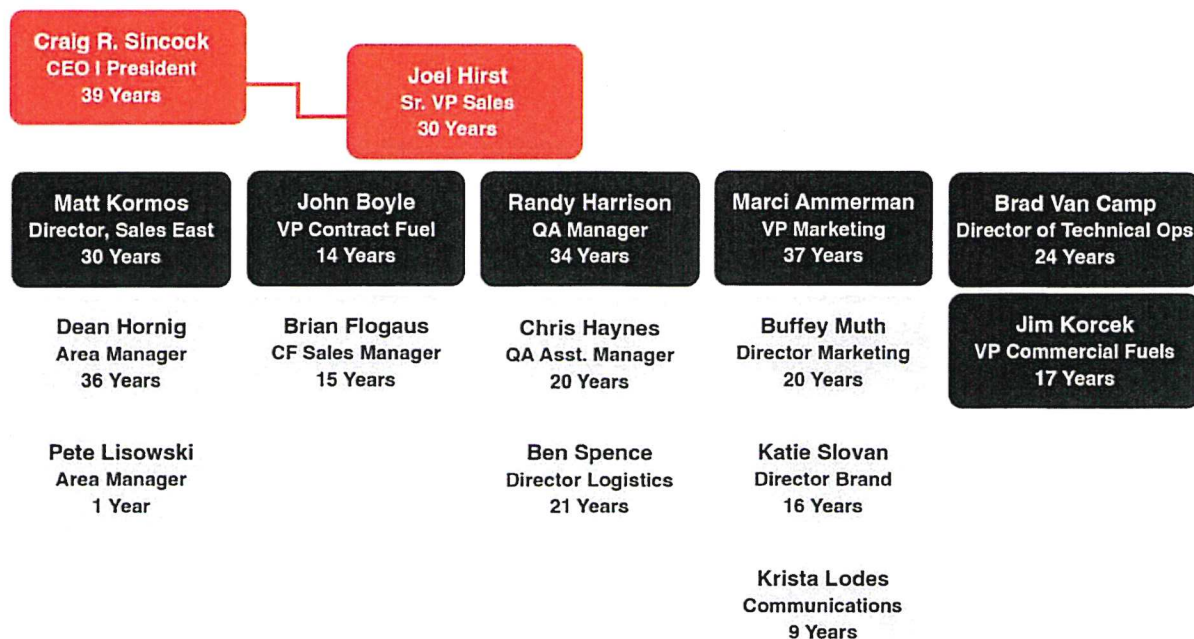
4. Proposed Services Information



Period	Initiative	Details
3	Online Presence Update	Review website, social media profiles, and online listings.
	Public Relations & Communications	Create public relations releases and communications plan.
	Marketing Campaign	Coordinate any marketing initiatives important to the FBO.
4	Operations Check-in	Review operations, equipment and sales performance.
	Marketing Campaign Finalization	Finalize all 12-month marketing materials, including digital, print and promotional items.
5	Gather & Analyze Feedback	Actively monitor and analyze customer feedback during the soft launch to make necessary adjustments.
6	Post-Launch Evaluation	Assess the success of the transition, focusing on customer feedback, operational efficiency, and financial performance.
	Operational Adjustments	Address any issues that have arisen and make necessary adjustments to operations or marketing strategies.
	Ongoing Staff Training	Continue to provide training and support to staff as needed.
7	Customer Engagement Measurement	Implement strategies to increase customer engagement, such as loyalty programs or customer surveys.
	Quarterly Operations Review	Conduct a comprehensive review of operations and sales performance.
8	Transition Review Feedback	Review the entire transition process to identify lessons learned and best practices for future initiatives.
9	Quarterly Performance Review	Conduct a quarterly performance review to assess overall success and prepare for the next cycle.
10	Operations & Sales Review	Evaluate operations and sales performance, making adjustments as needed.

4. Proposed Services Information

B. Avfuel Organizational Chart



Under family ownership since 1985, Avfuel is spearheaded by a long-tenured leadership team, providing a consistent, reliable experience. For information on the management team dedicated to the County—including sales, dispatch, marketing and quality assurance—please see the following.

Specific to Albany International Airport operations, including the level of experience of your management team:



Dean Hornig | Area Manager | (610) 381-7626

Having worked with Avfuel Corporation for **36 years**, Dean Hornig, area manager, applies his core competencies of sales, leadership and management to serve the interests of Avfuel's diverse aviation customer base, helping them to achieve success.

Hornig's customers include FBOs, airports, corporate flight departments, regional and commercial airlines, government and military agencies, and more, supplying them with fueling and business solutions that enable them to succeed in the competitive aviation market.



Ben Spence | Director of Truck Logistics | (734) 663-6466 ext. 386

Ben Spence, director of truck logistics, has been with Avfuel for **21 years**. In his role, Ben leads Avfuel's dispatch team—a group of logistics experts that handle all types of fuel deliveries 24/7/365 under normal and special circumstances.

Ben and his team work with FBOs on an individual basis to handle special events and emergency orders to ensure you receive reliable, continuous fuel supply.

4. Proposed Services Information



Buffy Muth | Director Marketing & Programs | (734) 663-6466 ext. 233

Buffy Muth, marketing manager, has been with Avfuel Corporation for 20 years. Her responsibilities cover a wide array of marketing projects from event planning and copy writing, to leading and educating co-workers to better serve branded customers.

One of Muth's biggest responsibilities was the completion of Avfuel's Fuel Quality Assurance Training Program—a cost-effective program for FBOs of all sizes—for which she worked closely with Avfuel QA experts, and developed training modules, questions and technology.

Randy Harrison | Quality Assurance Manager | (734) 663-6466 ext. 737

With Avfuel Corporation since 1990, Randy Harrison, QA manager, oversees Avfuel's in-house quality assurance team, available 24/7/365. Comprised of fuel experts, QA is available to answer any questions and handle any issues that may arise on any given day of the year, from fuel spills to refueler truck troubleshooting. An expert in his field with vast experience in aviation, Harrison is highly qualified to assist your operation in the safe handling of quality fuel products and aviation fueling procedures.

C. Pricing

See Exhibit D: Proposal J for Avfuel's product pricing for Jet A, Avgas and SAF Neat to the Authority.



5. Descriptive Literature

The following pages outline Avfuel's comprehensive aviation solutions for Avfuel-branded FBOs, including Core Deliverables, Marketing Capabilities and Additional Program Information.



5a. Core Deliverables

*Sustainable Solutions | Equipment | Training | Branding | Contract Fuel |
Commercial & Military Fuel | Loyalty Rewards*

Sustainable Solutions



When you partner with Avfuel, you're choosing **the only supply partner that can provide end-to-end sustainable solutions in-house**. We're committed to not only making aviation more sustainable, but also making sustainable aviation operations more accessible.

	AVFUEL zero	INDUSTRY PEERS GROUP 1	INDUSTRY PEERS GROUP 2
Sustainable Aviation Fuel			
Carbon Offsetting			
Book & Claim			
Emissions Assessment			
Reporting			
Auditing			

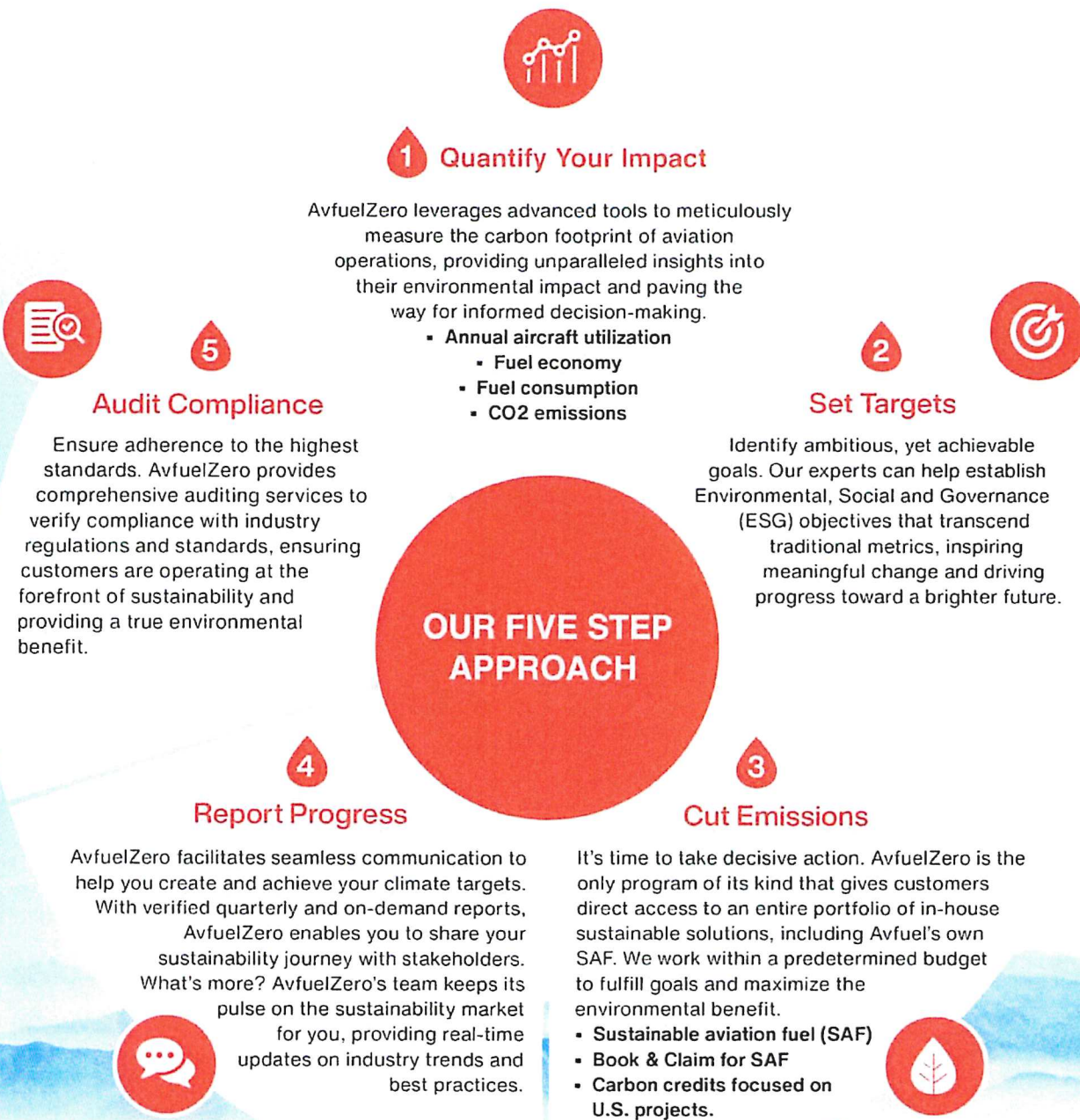
NOT SURE HOW TO INTEGRATE THESE SOLUTIONS? **AVFUELZERO** DOES IT FOR YOU.
Streamline your sustainability journey. Visit Avfuel.com/Zero.

"We are extremely pleased to enter another decade of partnership and sustainable aviation innovation with Avfuel. Our dedication to service and commitment to sustainability align perfectly with Avfuel's values. This extension allows us to further our efforts in creating a greener environment for the future of aviation."

- Matt Wright, Vice President of Monterey Jet Center

AVFUEL zero

Sustainable aviation solutions have, historically, been complicated. But it doesn't have to be. AvfuelZero simplifies the journey toward sustainability with a **five-step approach**, helping aviation operations achieve their ESG goals. As an a la carte program, we can start at step one, or meet customers wherever they are in their journey.



LARGEST REFUELER FLEET IN THE U.S.



1K+
VEHICLES

REFUELING EQUIPMENT IS A CRITICAL COMPONENT OF YOUR DAILY BUSINESS.

AVFUEL'S QA TEAM IS AVAILABLE 24/7/365

Our fuel quality assurance team is a group of recognized experts that work with FBOs, transport companies, terminals and handlers on the proper handling of aviation products.



THAT'S WHY WE MAKE CONSTRUCTING THEM A CRITICAL PART OF OURS.

As the only fuel supplier with an in-house OEM, our equipment not only features advanced technologies, but is also backed by the industry's most knowledgeable team of refueler specialists.

Avfuel has a fleet of **1,000+ refueling trucks** available for lease.

OUR PRIORITY? KEEP YOUR OPERATION RUNNING.

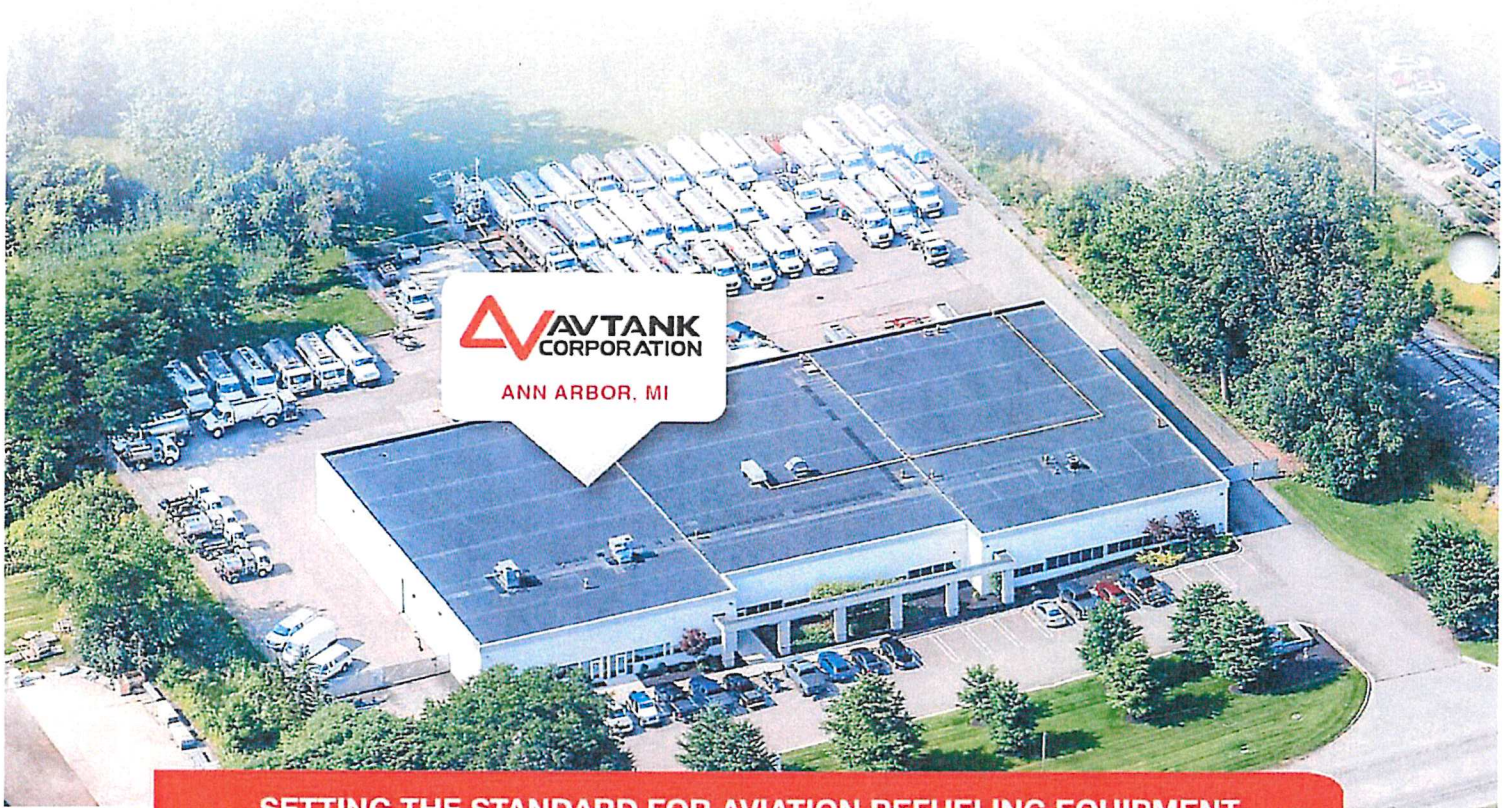
- **Electronic meters** to streamline operations
- Trend-setting, high-tech truck designs
- **Parts and supplies** ready to ship
- Maintenance guidelines
- Sleek branding decals on new or existing equipment

The Only Supplier-Owned OEM



"I've never seen a supplier care so much about every detail of our trucks. They have a whole team to make sure their equipment is just right."

Avfuel FBO Customer



AVTANK
CORPORATION
ANN ARBOR, MI

SETTING THE STANDARD FOR AVIATION REFUELING EQUIPMENT

30+

DEDICATED TECHNICIANS,
FABRICATORS & WELDERS

35+

YEARS OF OPERATION

33,000

SQ. FT. EQUIPMENT FACILITY

Avgas Truck Specifications



Avgas Refueler Trucks are available for lease or loan if needed by the Authority. Avfuel offers 2 new avgas refueler trucks for lease to the Authority.

2024 ISUZU NPR XD



**Photo may not be exact unit as described*

ENGINE: ULSD Diesel-SCR

TRANSMISSION TYPE: Automatic

FUEL TYPE: Avgas

NUMBER OF HOSE REELS: 1

METER TYPE: TCS3000 Electronic

VAPOR RECOVERY? Optional

WIRELESS COMMUNICATION: Yes

TANK CAPACITY: 1,200 Gallons

TANK MATERIAL: Aluminum

RATED GPM: 40

DEFUEL CAPABILITY? Yes

BOTTOM LOAD TYPE: OPW 2"

IN-CAB TICKET PRINTER: Roll or Slip

SCULLY HIGH-LEVEL SYSTEM: Yes



Avgas Refueler Trucks:

Meet all FAA & NFPA 407 requirements

Jet Truck Specifications



Jet Refueler Trucks are available for lease or loan if needed by the Authority

2024 Freightliner or International



ENGINE: ULSD Diesel-SCR

TRANSMISSION: Automatic

FUEL TYPE: Jet

NUMBER OF HOSE REELS: 3

NUMBER OF METERS: 2

FSII ADDITIVE INJECTOR? Available

METER TYPE: TCS3000 Electronic

CONDITION: New

TANK CAPACITY: 5,000 Gallons

TANK MATERIAL: Stainless Steel

RATED GPM: 300

DEFUEL CAPABILITY? Yes

BOTTOM LOAD TYPE: Standard

IN-CAB TICKET PRINTER: Roll or Slip

SCULLY HIGH-LEVEL SYSTEM: Yes

WIRELESS COMMUNICATION: Yes

Jet Refueler Trucks:
Meet all FAA, NFPA 407 &
ATA 103 requirements

Avfuel Training System: Online



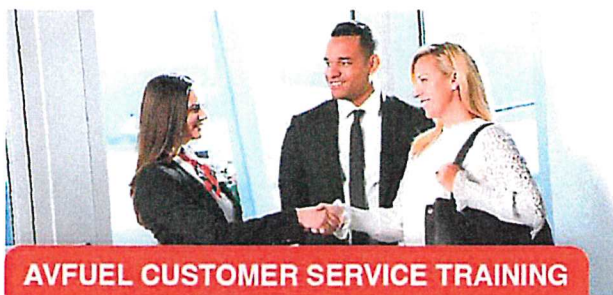
Avfuel offers its branded FBOs access to the online Avfuel Training System (ATS), which includes **FAA-Approved Line Service Fuel Safety Training and Supervisory Fuel Safety Training to satisfy 14 CFR 139.321**. Upon completion, employees receive a Line Service Fuel Safety Training Certification or Supervisory Certification equivalent to NATA.

ONLINE FAA-APPROVED SUPERVISORY & LINE SERVICE MODULES



FUEL SAFETY TRAINING

- Fuel Handling and Fire Safety
- Aviation Fuels and Additives
- Fuel System Icing Inhibitor (FSII)
- Contaminants and Fuel Testing Methods
- Receiving a Load of Aviation Fuel
- Aviation Fueling Components
- Fuel Storage Systems
- Mobile Refueling Equipment
- Aircraft Fueling and General Operations
- Record Keeping Best Practices
- **For Supervisors:** Effective Training Techniques



AVFUEL CUSTOMER SERVICE TRAINING

- Culture and Brand
- Service Essentials
- Amaze and Wow



AVFUEL FRONT COUNTER TRAINING

- Avfuel Contract Fuel
- AVTRIP
- Avfuel Network Referrals & Rewards



RAMP SAFETY

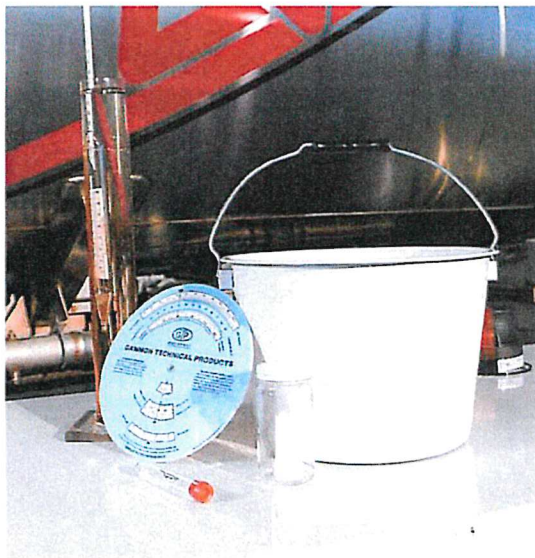
- Aircraft Marshalling
- Aircraft Towing Equipment
- Aircraft Towing Procedures
- De-icing and Anti-icing Introduction
- De-icing and Anti-icing Fluid Handling Procedures
- De-icing and Anti-icing Fluid Application
- General Aviation Security



PRICING

All subscriptions include unlimited seats for the year, and training on customer service, front counter and ramp safety.

BASIC	FREE for KALB	FREE for KALB
FREE	PRO	PRO+
<p>General Fuel Safety Lesson</p> <p><i>Free to Avfuel-branded FBOs</i></p>	<p>General Fuel Safety Lesson</p> <p>FAA-Approved Line Service Training</p>	<p>General Fuel Safety Lesson</p> <p>FAA-Approved Line Service Training</p> <p>FAA-Approved Supervisory Training</p>



IN-PERSON: SUPERVISORY FUEL SAFETY TRAINING SEMINAR

Avfuel provides its customers with **FREE** 14 CFR FAA-approved Part 139 Fire Safety and Fuel Quality Assurance Training Seminars for Supervisors.



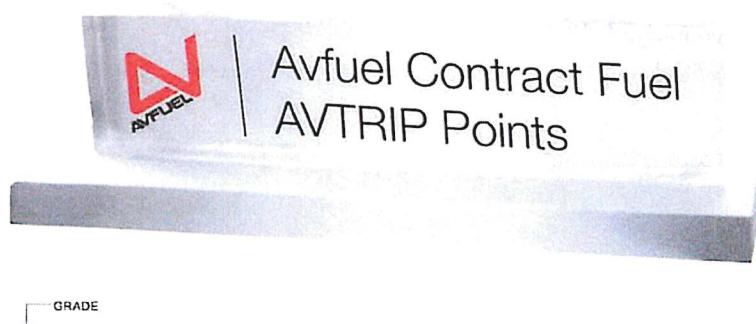
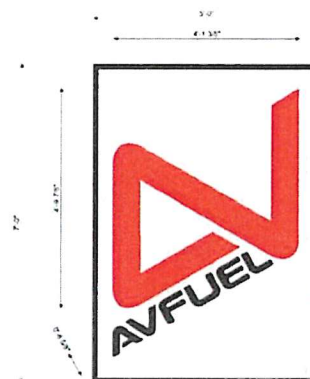
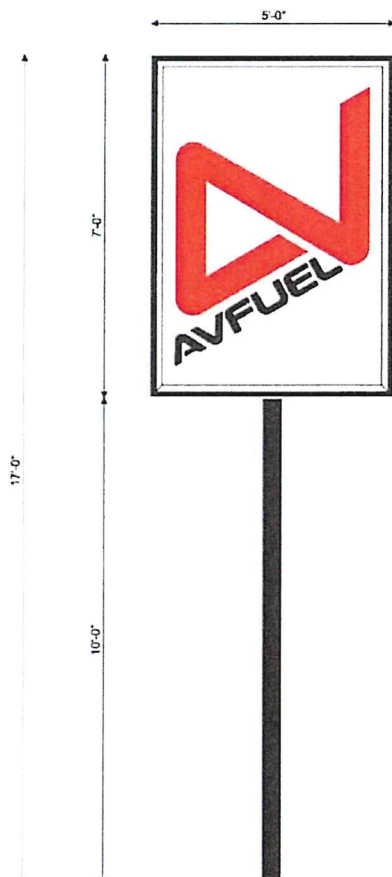
Branding Package: Signage



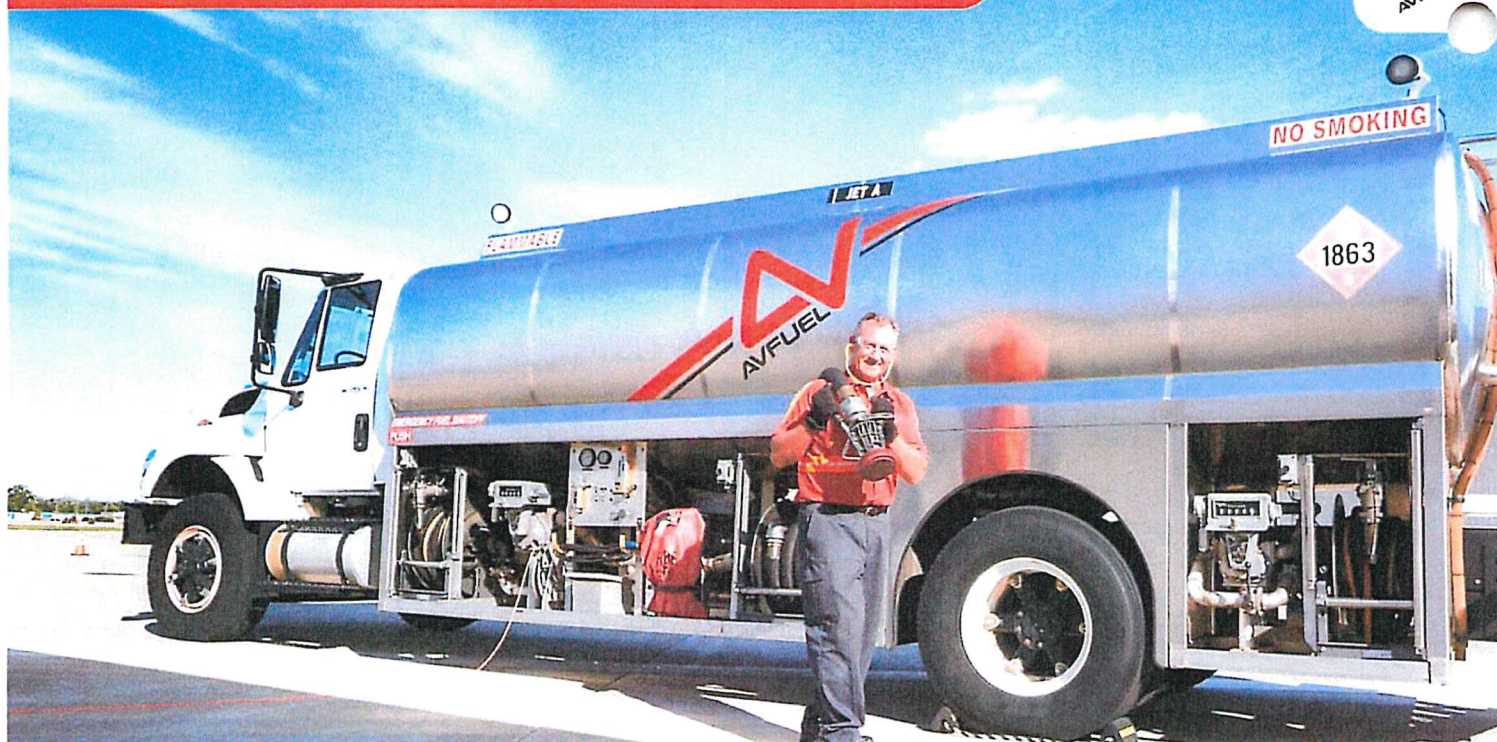
Leverage the power of a global brand, recognized by thousands of operators worldwide.

Outdoor & Front Counter Signage

Avfuel will provide or reface an existing pole sign and/or wall sign using existing electric connections and foundation at no cost to your FBO.



Branding Package: Refueler Trucks & More



Refueler Truck Branding

Avfuel will provide decals to brand refueling equipment, in addition to providing all regulatory type labeling and placards (i.e., product identification, No Smoking, Flammable, Hazardous ID labels) at NO COST.

Bonus Branding

Upon request, Avfuel can also provide your facility with the following Avfuel-branded items:

Windsocks | Welcome Mats | Uniform Patches | Hats |
Point-of-purchase Displays | Interior Signage

Co-op Advertising Funds

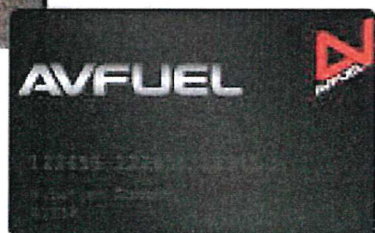
Avfuel sets aside funds from your retail purchases that can be used to market your FBO.

- Can be used for virtually any advertising medium (web, print, direct-mail, uniforms, etc.)
- Accrues \$0.005 per gallon on all general aviation gallons sold (excludes military, airline & cargo gallons)



TWO PROGRAMS CONNECT YOU TO TENS OF THOUSANDS OF LOYAL CUSTOMERS

CONTRACT FUEL



FUELING

32,500

AIRCRAFT

—
NO FEES FOR
CARDHOLDERS

AVTRIP REWARDS



REWARDING

28,000

MEMBERS

—
\$30M AWARDED
SINCE 1993

Avfuel Contract Fuel



6k

CUSTOMERS



32.5k

TURBINE AIRCRAFT



3.5k

LOCATIONS



LAND MORE TRAFFIC. SAVE MORE ON PROCESSING. MAKE MORE IN SALES.

- Transact Avfuel Contract Fuel with the Avfuel Pro Card.
- The Avfuel Pro Card can be used for contract fuel, retail fuel and non-fuel flight expenses.
- You enjoy no fees on contract fuel transactions.
- Improve your margins with custom into-plane rates.
- Transactions are simplified with an approved direct-bill format for fractional operators, like NetJets and Flexjet.
- All third-party (reseller) transactions are processed through your point-of-sale system to streamline billing and reduce receivables
- We take a targeted approach to prospecting by leveraging market data (TRAQPak/AMSTAT, FAA, etc.), and assessing flight patterns and buying history.
- **All contract fuel sales to transact through an Avfuel-owned and supplied inventory.**

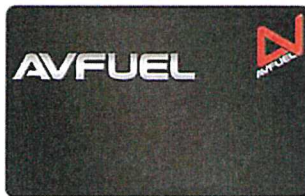


**PROCESSING
FEES**

*One Northeastern Avfuel-branded FBO
SAVED MORE THAN \$50,000/YEAR
in processing fees alone by leveraging
Avfuel Contract Fuel.*

OUR CONTRACT FUEL SALES TEAM LANDS YOU MORE BUSINESS

Expand your team by putting our sales professionals to work for you. Our team is ready to develop a targeted list of prospects, make the connection and drive business to your ramp by leveraging relationships with thousands of flight departments who love Avfuel Contract Fuel.



OUR THREE-TIERED PROSPECTING APPROACH

1

OPERATOR ANALYSIS

We can collaborate with you to analyze who visits your FBO without buying fuel.

- Using market data, we'll identify your most common departure/destination points.
- We'll ensure pricing is in-line and competitive with those markets.

2

COMPETITOR ANALYSIS

We can analyze operators that fly to your competition.

- With 6K+ flight department customers, we have insight on decision-making criteria.
- Operators often prioritize service, maintenance offerings, facilities, amenities and fuel price.
- Our team works with you and operators to align their needs with your offerings.

3

AIRPORT ANALYSIS

We can examine nearby airports using comprehensive market data.

- We'll target operators open to moving their business.
- While some might use other airports for their location, others may not know you're an option.
- Our team can help identify prospects for diversions, fuel stops or a less-congested alternative.

Why Cardholders Love Avfuel Contract Fuel



- **No need to split transactions.** Fuel and non-fuel items can be on one invoice, saving time.
- **Zero fees.**
- **Global acceptance** at 3,500+ locations.
- **Competitive prices** on fuel.
- **24/7/365 support.**
- **Easy account management** online.



Of all the independent fuel suppliers in our industry, Avfuel is NetJets' largest fuel provider. This not only speaks to Avfuel's size, scope, scale and capabilities on the supply side, but also its dedication to accurate and timely invoicing; and its team's round-the-clock availability for questions and invoice resolution, when required.

NETJETS

Andy Naudhauser
VP, Global Procurement
NetJets

LAND HIGH-VOLUME ACCOUNTS

Avfuel has a dedicated sales team on hand to help its FBOs land high-volume business with commercial carriers and military operations. Our commercial fuel division actively works with the following customer segments to win you contracts or direct them to your ramp:



Scheduled operators



Troop movements



Special event charters (e.g., sports)



Freight and cargo

COMMERCIAL FUEL SALES SUPPORT

Make Services Compelling

Avfuel explores service requirements to strengthen the tender, from de-icing and ground handling, to maintenance and customs.

Annually Review Service Rates

Rate stagnation becomes counterproductive. We can annually advise on rates by taking into consideration business costs.

Liaise on Your Behalf

Avfuel maintains a direct line of communication with you and commercial carriers to promote retention, resolve discrepancies and create business opportunities.

MILITARY FUEL SALES SUPPORT

Assist With DLA Submissions

Avfuel's dedicated DLA contract team can help you with the complex submission package.

Streamline Payments

Avfuel FBOs efficiently process the AIRCard.

Simplify Taxes

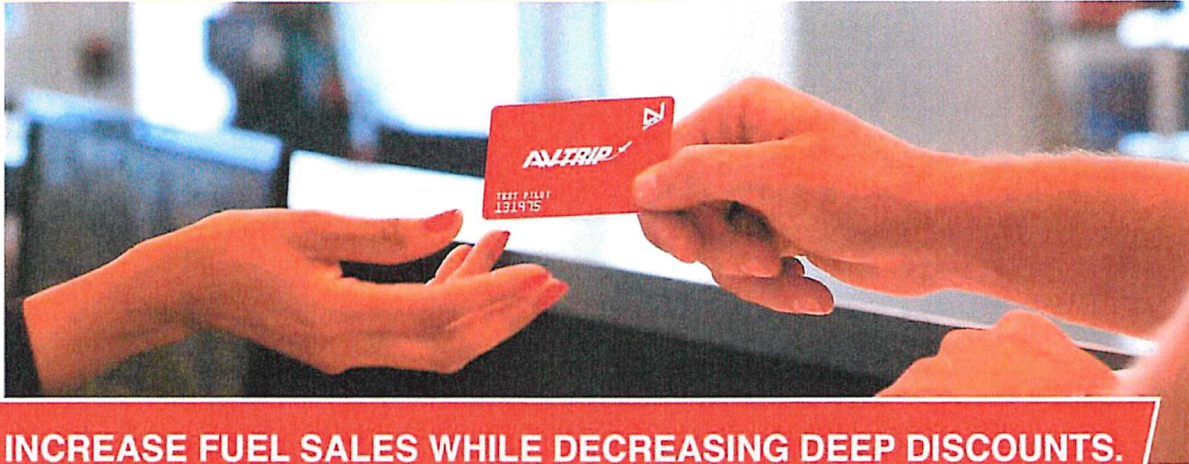
Avfuel can eliminate tax filing complications from government agency exemptions.

Provide Resources

Avfuel can help you fulfill DLA requirements with fuel, trucks/equipment, payment processing, training, quality assurance support 247/7/365, aviation insurance, etc.



AVTRIP Rewards: Pilot Loyalty Program



INCREASE FUEL SALES WHILE DECREASING DEEP DISCOUNTS.

AVTRIP isn't only business aviation's longest running pilot rewards program—it's also the industry's most popular. As the only proven fuel supplier sales enhancement tool, AVTRIP is lucrative for operators and FBOs alike.

1 YEAR OF FREE POINTS

Avfuel is pleased to reimburse for the cost of all standard AVTRIP points awarded during first 12 months of fuel supply term.

1¢

PER POINT *Min 2pts/gal*

**SAVING YOU MONEY
ON FUEL DISCOUNTS**



28k

**Active Members
per Quarter**



65k

**Total Registered
Members**



\$30M

**In Total Cash
Awards**

**REACHING MORE THAN
\$1 MILLION ANNUALLY**

SO MUCH TO LOVE

PILOTS ASK FOR IT. MEMBERS LOVE IT. **FBOS SELL MORE FUEL BECAUSE OF IT.**

WHAT MEMBERS LOVE



For every
5,000 points



Tiered membership
to earn more



525 Locations



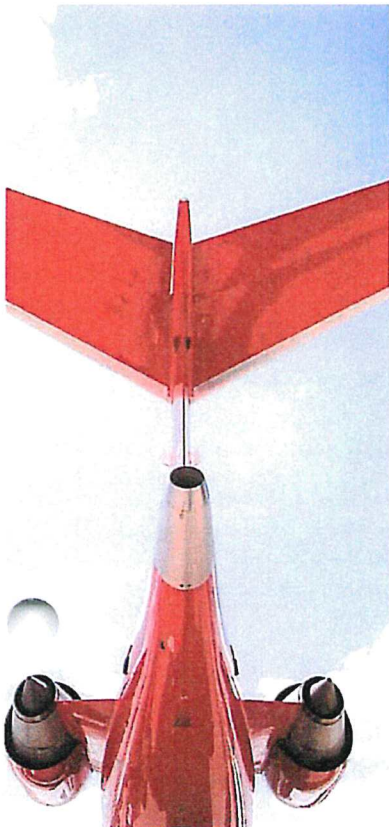
Automatic,
digital awards



Points never
expire

Multiple ways to earn
(uplift fuel, engage with Avfuel,
compounding points, etc.)

WHAT YOU'LL LOVE



Low cost:
2¢ per gallon



Softens need for
fuel discounts



Avfuel covers
extra tiered points



Simple to transact
with POS



Tiered membership
incentivizes pilots
to fly and fuel in
the Avfuel Network



Personalized
support

LEARN MORE
ABOUT AVTRIP



Optional: Avfuel Network Rewards



PARTNER WITH THE ONLY SUPPLIER REWARDING YOUR STAFF

When FBO staff members engage with the Avfuel Network, they earn points that translate to cash awards. It's a simple, but rewarding way to show our appreciation. Staff can earn points by:

- Referring pilots to Avfuel-branded FBOs
- Signing up AVTRIP members
- Completing training
- And MORE!



Staff earns
points



\$25 for every
5,000 points



Rewards are
deposited on an
annual basis



KEEP PILOTS FLYING WITHIN THE AVFUEL NETWORK AND ONTO **YOUR RAMP**

This web-based system is designed to **increase referrals within the Avfuel Network of 675+ branded FBOs for enhanced connectivity** —the ultimate way to take advantage of a network of our size and scope.

The program thrives on system of reciprocity—just as you refer pilots to other FBOs, other FBOs refer pilots to you. Your FBO is notified every time you are referred, giving you a strategic advantage to earn business and increase visibility.



5b. Marketing Capabilities

Avfuel Marketing: Your Team of Experts



BIZAV EXPERTS BRING STRATEGIC MARKETING TO FRUITION ON YOUR BEHALF

As a member of the Avfuel Network, our fully-staffed marketing team works for you, providing creative strategies tailored to your unique needs.

Avfuel Marketing is proficient in the most effective marketing strategies available today, combining proven communication platforms with new technologies. **What's more?** Our marketing team knows how to align your brand with Avfuel's global recognition to put you squarely in front of a wide array of high-volume aviation customers. This approach helps you:

- Increase visibility
- Attract business
- Earn loyalty
- Increase sales
- Meet your specific goals

CHECK US OUT ON SOCIAL:



YOU'LL LOVE ACCESS TO:



A Comprehensive Marketing Plan to Kickstart Your Branding



On-Demand Marketing at Your Fingertips for the Entire Term



FULL-STACK MARKETING SERVICES

Your unique marketing campaign often begins with an initial discovery phase. The resulting plan may include tactics under the umbrellas of:



**BRANDING &
IMAGERY**



**PRINTED
COLLATERAL**



**PUBLIC
RELATIONS**



**EVENT
ASSISTANCE**



**CUSTOMER
RETENTION**



**SALES &
TRAINING**



**DIGITAL
MARKETING**



**PHOTOSHOOT
ASSISTANCE**



**SOCIAL MEDIA
PLATFORMS**

OUR MARKETING EXPERTS



Marci Ammerman
VP Marketing
Avfuel Tenure: 36 Years



Buffy Muth
Director Marketing | Partnership Programs
Avfuel Tenure: 20 Years

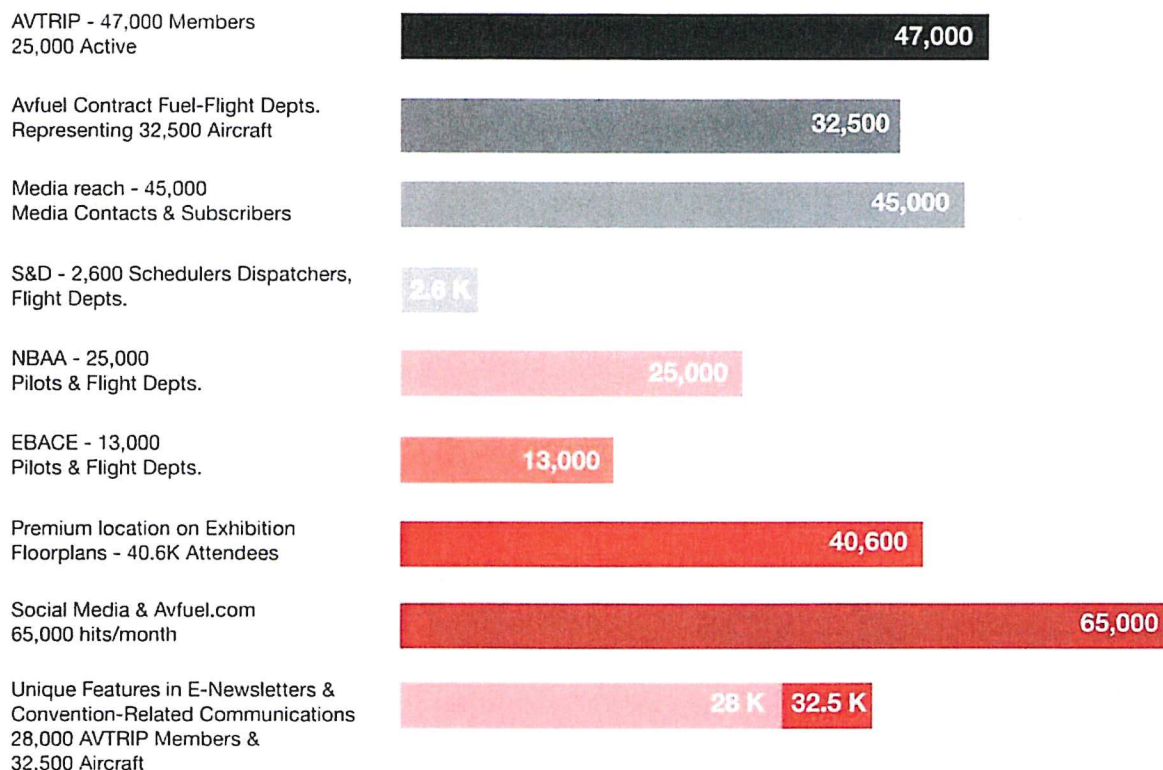


Katie Slovan
Director Marketing | Brand Experience
Avfuel Tenure: 16 Years

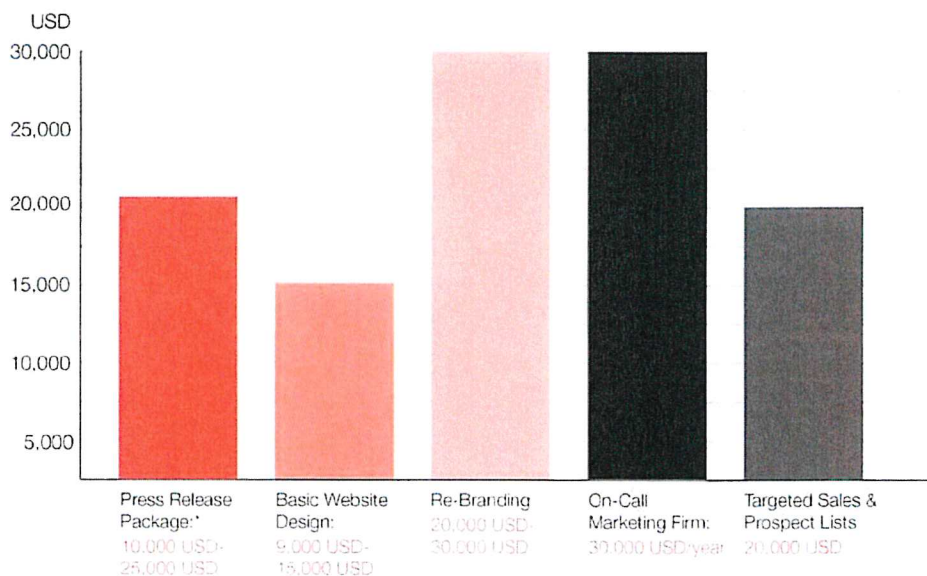
Avfuel Marketing: Connecting You With Loyal End Users



LAND YOUR BRAND IN FRONT OF A LARGER AUDIENCE



NEVER ANY FEES FOR MARKETING = HUGE SAVINGS



Here's how much you could expect to pay an outside firm for standard marketing services. At Avfuel, the cost is always \$0.

Avfuel Marketing: SDC Convention Support



EXHIBIT WITH AVFUEL AT SDC IN THE LARGEST SUPPLIER AISLES AT THE SHOW.

VIEW RECAP



FUEL up with us

CUSTOM DISPLAY: PROMOTING YOUR BRAND

Avfuel's creative team manages the graphic design and production processes for exhibitor booth displays. Benefits for first-time exhibitors (or returning exhibitors who order a new display) include:

- A dedicated designer for custom artwork
- Exclusive discounts on exhibit products
- Orders delivered directly to their booth
- Optional assembly and teardown service
- Repeat usage for trade shows or events

TRAFFIC GENERATION IN SDC'S MOST-VISITED FUEL ROW

Avfuel's marketing team develops and executes an attention-grabbing activity—including supply of all collateral and giveaways—in which qualified attendees visit a certain number of FBOs to claim prizes. Leading up to the show, this activity and exhibiting FBOs are highlighted via:

- Emails to Avfuel Contract Fuel & AVTRIP customers
- Emails to previous activity participants
- Features in Avfuel customer newsletters
- Posts on Avfuel social media channels

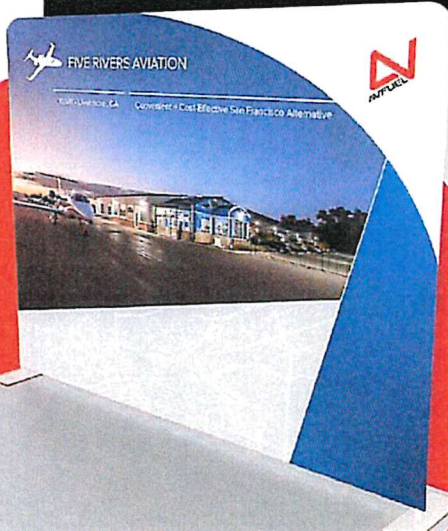


EXHIBIT WITH AVFUEL AT NBAA BACE!

VIEW RECAP



FBO KIOSKS & BOOTH SETUP

Avfuel's marketing team manages the aesthetic and functional aspects of the booth's modular structure and layout, in addition to overseeing logistics and maintenance.

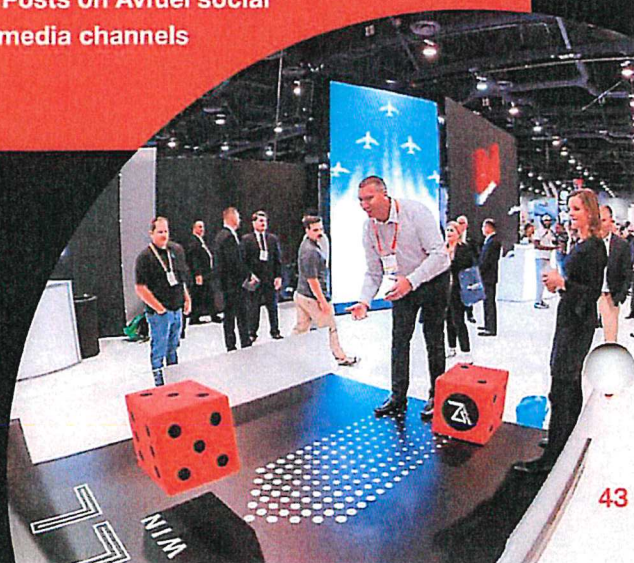
Exhibitor benefits:

- Placement in Avfuel's strategically-located booth
- An assigned kiosk with counter space & storage
- FBO-focused artwork for kiosk's LED display
- Saving with Avfuel's footprint, materials & labor
- Convenience of Avfuel liaising with NBAA

TRAFFIC GENERATION IN BACE'S MOST-VISITED DISPLAY

Avfuel's marketing team develops and executes an attention-grabbing activity—including supply of all collateral and giveaways—in which qualified attendees visit a number of FBOs in order to claim prizes. Leading up to the show, this activity and exhibiting FBOs are highlighted via:

- Emails to Avfuel Contract Fuel & AVTRIP customers
- Emails to previous activity participants
- Features in Avfuel customer newsletters
- Posts on Avfuel social media channels



Avfuel at Conventions



NO SIGN IS MORE SOUGHT AT INDUSTRY EVENTS THAN AVFUEL'S

We participate at **75 industry events a year** to keep the Avfuel Network in front of pilots, schedulers, dispatchers and operators.

Our goal? Drive traffic to our partners' ramps.

- NBAA BACE
- NBAA SDC
- EBACE
- IATA
- LABACE
- AIR OPS
- AirVenture
- NBAA Regional Forums
- CBAA
- ALTA
- DLA Energy Conference
- Air Charter Expo
- Malta Aviation Conference and Expo
- CJI Miami
- ... and more



WHEREVER WE GO, WE GO BIG

- Largest exhibits at industry's most attended events
- Numerous sponsorship opportunities
- 100+ co-exhibiting partners per year

Marketing the Avfuel Network of FBOs



SOCIAL FEATURES

"As leaders in the industry, we are setting a new standard of excellence by introducing a new era of high precision, high performance GNSS solutions to the market," said CMC navigation systems business unit director Nick Chalkiadakis.



CAE Says Extended Reality Is Key to Maintenance Training

Aviation training group CAE predicts an industry need for around 402,000 skilled aircraft maintenance, repair, and overhaul technicians over the next decade. In a newly published [report](#), the company has made the case for a new approach to training that it said will both attract a younger generation of recruits and accelerate their training.

In the document, CAE and its partner Xernal make the case for deploying so-called extended reality technology to accelerate the development of new technicians. The technology encompasses augmented reality, giving a view of the physical world overlaid with digital elements.

AIN NEWSLETTER



Aviation Charters First to Achieve Top FAA Safety Certification



ENDING NEW YORK, N.Y. (AVFUEL) - AVIATION CHARTERS, INC. (AVIATIONCHARTERS.COM) HAS BEEN AWARDED THE TOP SAFETY RATING BY THE FAA, THE HIGHEST SAFETY RATING AVAILABLE TO ANY AIR CARRIER. AVIATION CHARTERS IS THE FIRST AIR CARRIER TO ACHIEVE THIS HONOR. AVIATION CHARTERS IS A LEADER IN THE AVIATION CHARTER INDUSTRY, PROVIDING A WIDE RANGE OF SERVICES TO ITS CUSTOMERS. THE COMPANY HAS A LONG HISTORY OF EXCELLENCE IN SAFETY, AND THIS ACHIEVEMENT IS A TESTAMENT TO THE COMPANY'S COMMITMENT TO SAFETY AND QUALITY. AVIATION CHARTERS IS A MEMBER OF THE AVIATION CHARTER ASSOCIATION (ACA), WHICH IS A LEADER IN THE AVIATION CHARTER INDUSTRY. AVIATION CHARTERS IS A LEADER IN THE AVIATION CHARTER INDUSTRY, PROVIDING A WIDE RANGE OF SERVICES TO ITS CUSTOMERS. THE COMPANY HAS A LONG HISTORY OF EXCELLENCE IN SAFETY, AND THIS ACHIEVEMENT IS A TESTAMENT TO THE COMPANY'S COMMITMENT TO SAFETY AND QUALITY. AVIATION CHARTERS IS A MEMBER OF THE AVIATION CHARTER ASSOCIATION (ACA), WHICH IS A LEADER IN THE AVIATION CHARTER INDUSTRY.

AVFUEL BLOG

Special Promotions



Conceptualization, Design, Copy Writing & Execution Support

Point of Purchase Signage

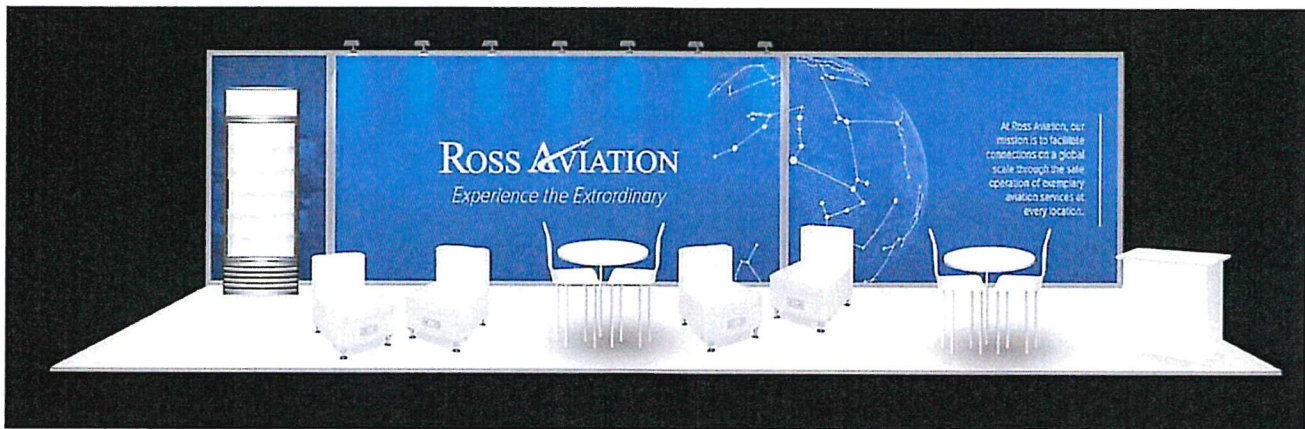


Online & Email Communications

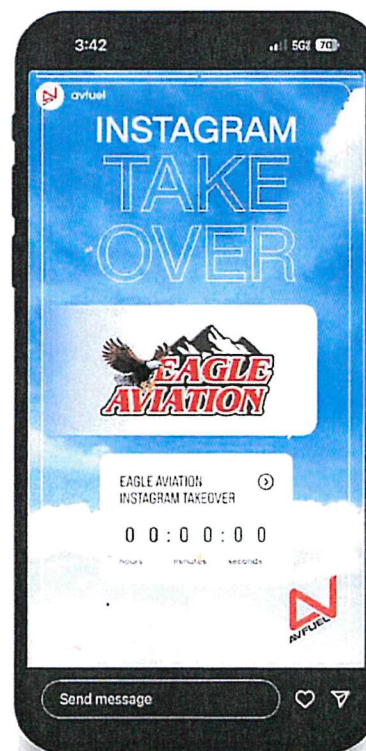
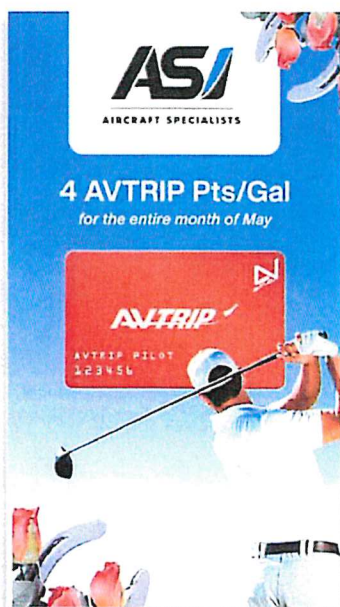
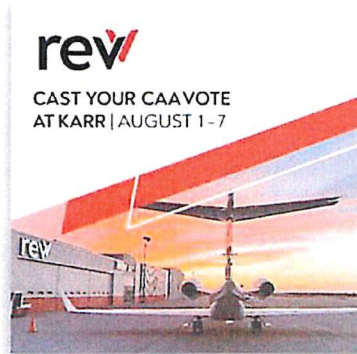


Collaboration, Conceptualization, Design

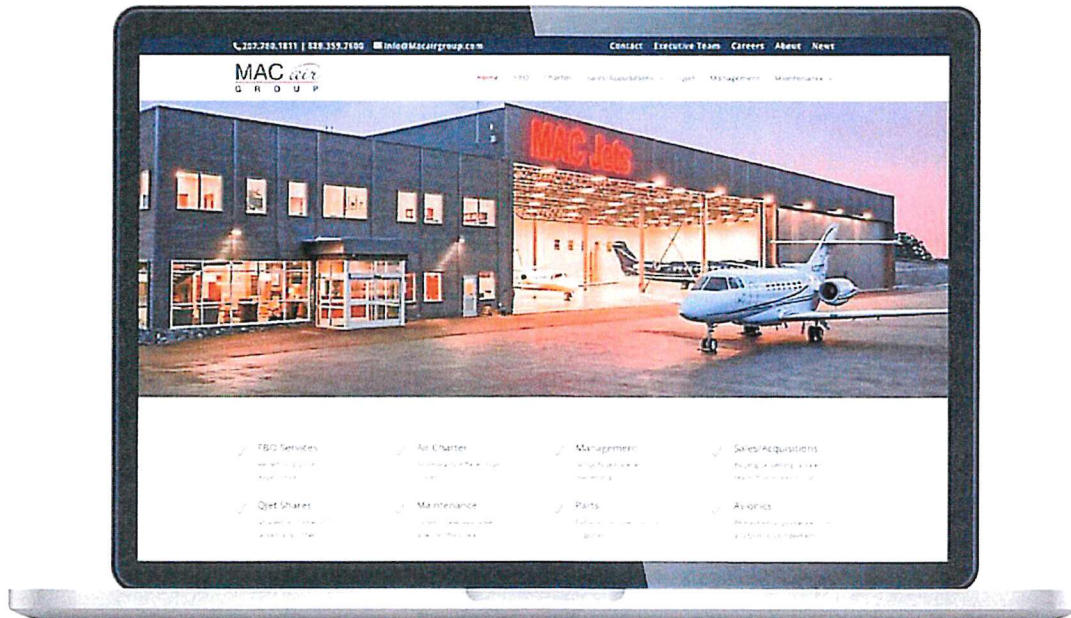
NBAA Schedulers & Dispatchers booth graphics



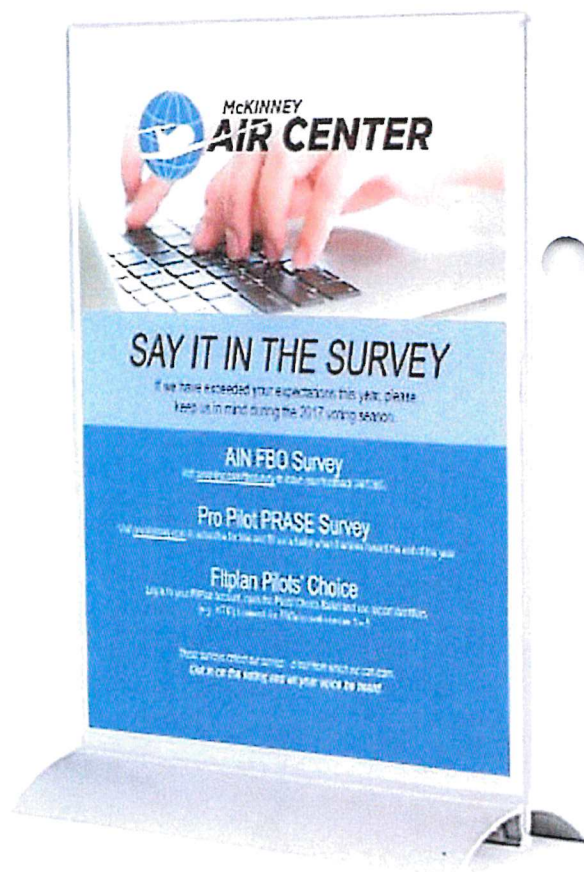
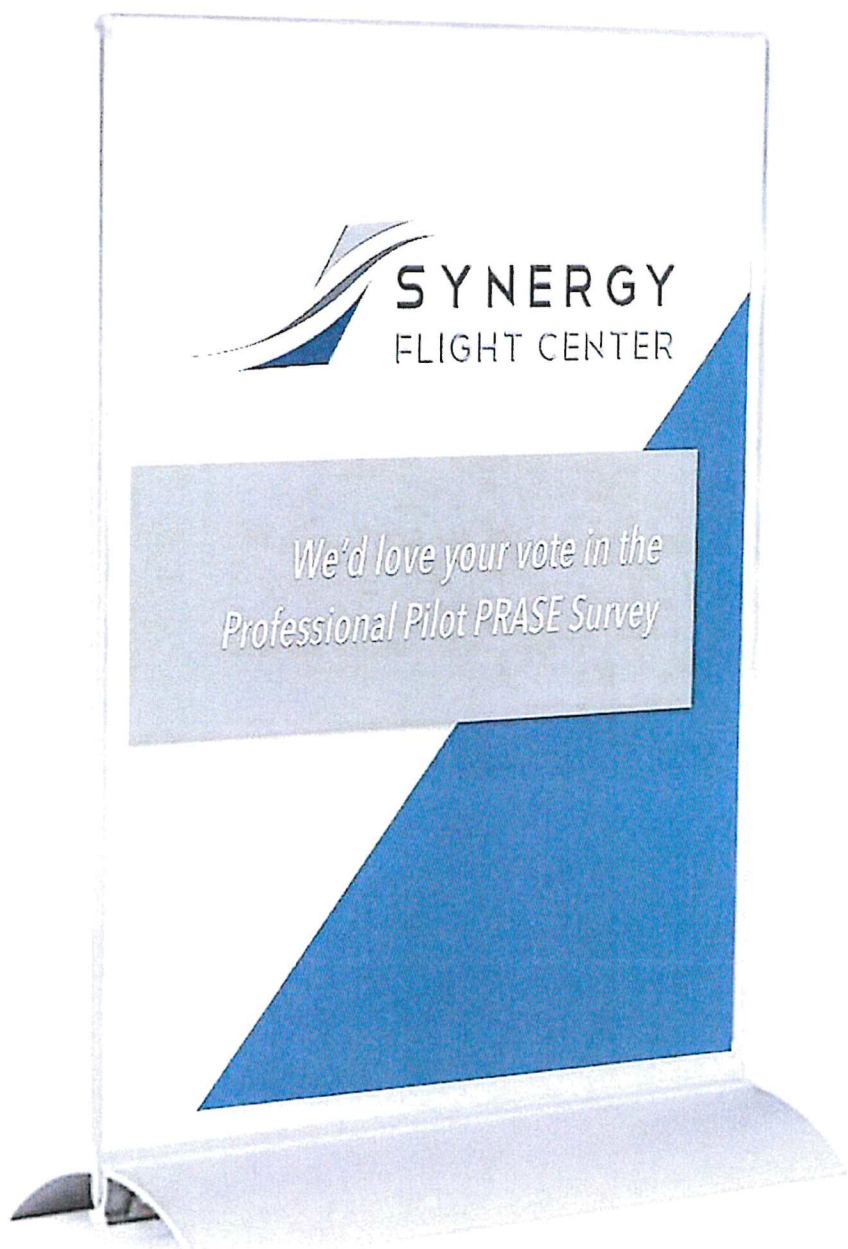
GRAPHIC DESIGN, PROMOTION COLLABORATION



Copy, Design & Utility Consultation



Interior Posters for Lobby Display





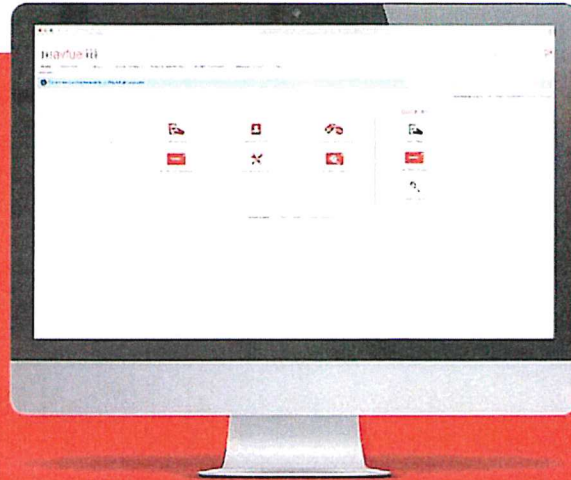
5c. Additional Program Information

The Avfuel Hub: Point of Sale Software



**STREAMLINE YOUR
OPERATIONS WITH MORE
EFFICIENT TRANSACTIONS.**

THE **avfuel** HUB



Avfuel will provide your operation with **the Avfuel Hub**, Avfuel's proprietary web-based point-of-sale and processing system, which centralizes and streamlines the sale of fuel, products and services at your FBO.

Designed with the user in mind, the Avfuel Hub increases transaction efficiency and allows for a more customer-focused experience.

CORE FEATURES



Electronic processing of all transactions
(sales, voids, credits, post-authorizations)



Integrated with Avfuel Contract Fuel
and AVTRIP rewards



Easy customer lookup by name, tail
number, city or card type



Minimal steps and pre-populated data
for quick processing



Avfuel Contract Fuel Pre-Authorizations
are sent directly to the Avfuel Hub



Print and email receipt options



Create on-demand reports



Manage customer data



International processing capabilities



PCI (Payment Card Industry) compliant,
improving credit card security

Card Processing: Third-Party Software Integration



Should you decide to use a different third-party POS provider, Avfuel's card programs can be used on the following certified software:



Advanced Certification & Avfuel Network Pricing: Avman & X-1 FBO

Avfuel worked with **Avman and X-1FBO** to incorporate specific features that better cater to Avfuel-branded FBO locations, making Avfuel's card programs even more intuitive and seamless at the front desk. These features include:



Avfuel Pro Card / Contract Fuel

Account Lookup: By name, tail number, city or card type



AVTRIP Rewards Enhanced Usability:

AVTRIP Member lookup, emailed receipt capability, user activity tracking by transaction

**REDUCED PRICING
FOR AVFUEL FBOS**



COMING SOON:

- Contract fuel authorization integration directly into invoice/transaction screen for ease of use
- Sign up an AVTRIP rewards member in X-1 directly



SOFTWARE CONSULTATION AND REFERRALS

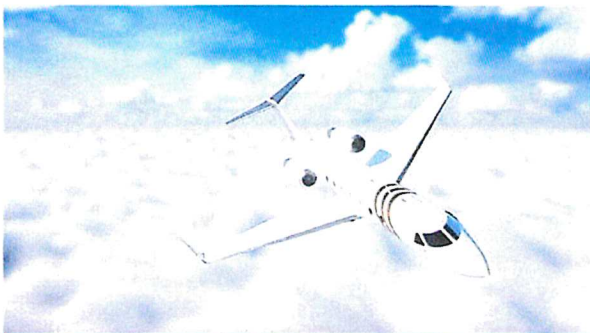
Not sure which point-of-sale is best for your operation?

Our expert team can help guide you on the best solution, and connect you with Avfuel Network customers who have used each product for greater insight.



DIRECTING HIGH-VOLUME, INTERNATIONAL OPERATORS TO YOUR FBO.

Avplan is Avfuel's trip-planning and flight-support company that facilitates high-volume clients with personalized service for all travel—domestic and global. Combined with Avfuel Contract Fuel and AVTRIP rewards, Avplan lands Avfuel FBOs more business.



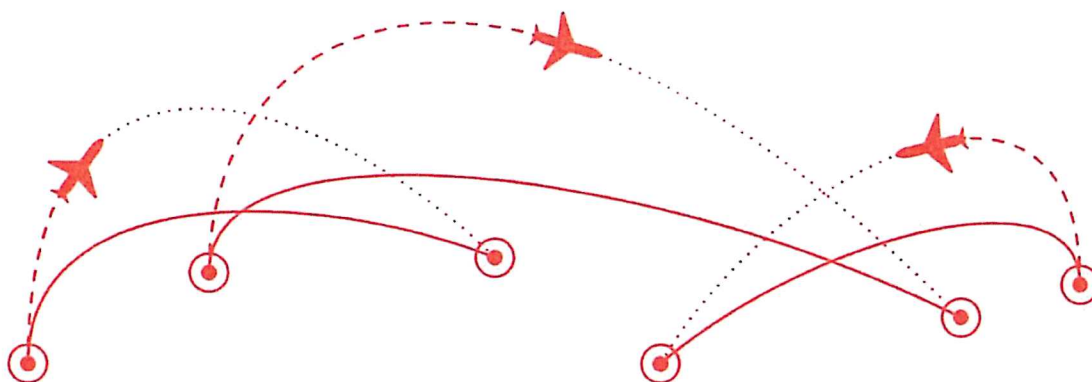
**PUTS AVFUEL FBOS ON THE FLIGHT
PATH OF MORE CUSTOMERS FROM
MORE COUNTRIES**



**IN-HOUSE TEAM OF METEOROLOGISTS,
PLANNERS AND FLIGHT-FOLLOWERS**

30+ YEARS OF PROFESSIONAL EXPERIENCE IN AVIATION PLANNING, INCLUDING:

- Flight following
- Communications
- Government agency relations
- NOTAMs
- Permits
- Arrival and departure slots
- Computerized flight planning
- Weather services
- Visas





**MANAGE RISKS WITH \$50 MILLION
EXCESS PRODUCTS LIABILITY COVERAGE.**

Avfuel's in-house aviation insurance subsidiary, Avsurance, has **MORE THAN 30 YEARS** of hands-on experience providing coverage to FBOs and airports.

Avfuel-branded operations are granted third-party, **\$50 MILLION USD** excess products liability coverage for fueling operations, provided underlying requirements are met, including a certificate of insurance evidencing \$1 million USD CSL airport premises and products liability with Avfuel as additional insured.



INSURANCE COVERAGE FOR ALL FBO NEEDS

Insurance coverage for all FBO needs is available, including items such as courtesy cars, aircraft maintenance, environmental exposure, fuel farms and more.

COVERAGES INCLUDE, BUT ARE NOT LIMITED TO:

- Aviation general liability insurance
- Premises insurance
- Hangar keepers insurance
- Airport insurance
- Heliport insurance
- Airport property insurance
- Helicopter insurance
- Workers' compensation
- Aircraft hull and liability insurance
- Air ambulance insurance
- Part 135 insurance
- Part 91 insurance
- Scheduled 121 operator insurance
- Cargo insurance
- Freight insurance
- Flight school insurance
- Environmental liability insurance
- Crew car insurance
- Commercial auto insurance
- Mobile equipment insurance
- Commercial property insurance
- Products & completed operation insurance
- Heavy lift insurance
- Pipeline patrol insurance

Avflight: A network of FBOs



INSIGHTS FROM 26 OWNED FBOS READY TO COLLABORATE WITH YOU.



Avfuel is unique in the fuel supply industry in that it not only claims to understand the FBO business, but has first-hand experience in the daily operation and challenges of FBO ownership through its sister company, Avflight. This provides a number of advantages to Avfuel-branded FBOs.



BETA TESTING

With Avflight, Avfuel is able to beta-test new solutions and updates to existing programs. This ensures every offering Avfuel provides has been thoroughly vetted in the market and built with direct feedback from FBO users.



KNOWLEDGE SHARING

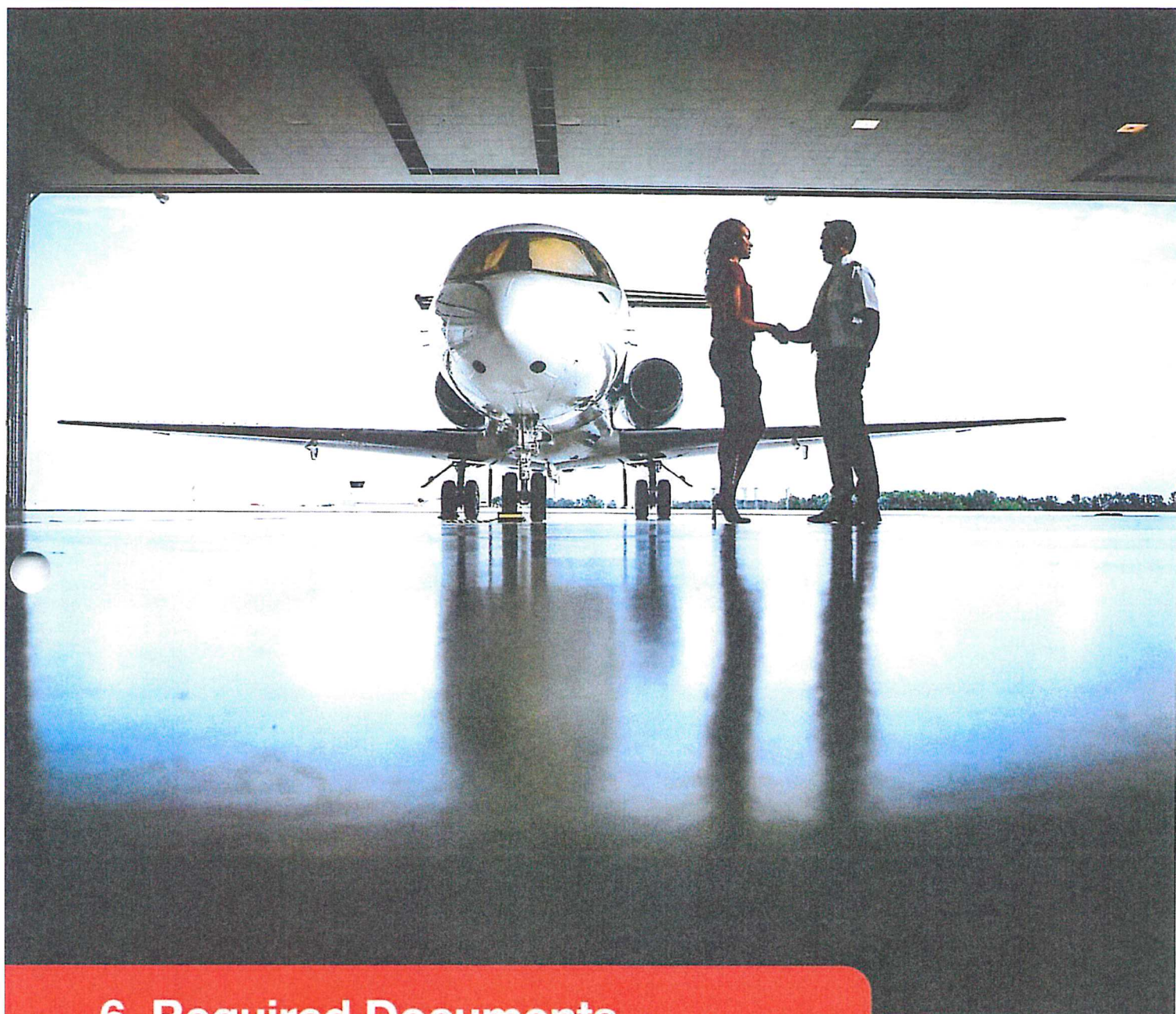
Avflight's team members love sharing their expertise with fellow Avfuel-branded locations. With 26 FBOs throughout North America and Europe, Avflight personnel have extensive experience in a vast array of FBO events and situations, and they're eager to share what they've learned.



EXCLUSIVE PARTNERSHIPS

Avflight has been known to work with Avfuel-branded FBOs on exclusive, beneficial partnerships, including preferred pricing structures and direct referrals.





6. Required Documents

Documents Required to be Submitted With Proposal

EXHIBIT D: DOCUMENTS REQUIRED TO BE SUBMITTED WITH PROPOSAL

- A. Proposal Acknowledgment Form**
- B. Non-Collusion Affidavit**
- C. Obtained Proposal Affidavit**
- D. Offerer Disclosure of Prior Non-Responsibility Determinations**
- E. Proposal Bond**
- F. Insurance Affidavit**
- G. Company Statement for:**
 - 1. Corporation**
 - 2. Partnership**
 - 3. All Proposals**
- H. Work Force Composition**
- I. References**
- J. Proposal Submittal Form**

Exhibit D: Proposal A

PROPOSAL ACKNOWLEDGMENT FORM

The proposers acknowledge that he/she has carefully examined the RFP, the attached Agreement draft and the proposed location/s for his/her proposed operation/s.

The proposer warrants that if proposal is accepted, he/she will contract with the Albany County Albany Authority the form of an Agreement substantially in the form attached and comply with the requirements of the RFP and the executed Agreement. Proposer agrees to deliver an executed Agreement to the Albany County Airport Authority within fourteen (14) calendar days of receiving the tendered Agreement from the Authority.

I, the undersigned, guarantee our proposal meets or exceeds specifications contained in the RFP document. Any exceptions are described in detail and all requested information has been submitted as requested.

I affirm that I have read and understand all the provisions and conditions as set forth in this RFP. Our firm will comply with all provisions and conditions as specified, unless specifically noted as an exception with our Proposal.

I also affirm that I am duly authorized to execute the Agreement contemplated herein; that this company, corporation, firm, partnership, or individual has not prepared this Proposal in collusion with any other proposer and that the contents of this proposal as to rent, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other proposer or to any other person/s engaged in this type of business prior to the official opening of the proposal.

Name of Proposer: **Avfuel Corporation**

Signature of Authorized Person: **Joel J. Hirst**

Title: **Senior Vice President Sales**

Business Address of Proposer: **47 West Ellsworth Road, Ann Arbor, MI 48108**

Business Phone Number: **734-663-6466**

Date: 22 August 2024

Subscribed and sworn to before me this 22nd day of **August, 2024**.

Notary Public in and for the State of ~~NY~~ **MI**

Melissa Peck Commission exp Apr 27, 2029



Exhibit D: Proposal B

NON-COLLUSION AFFIDAVIT

Authorized officer: Bidder's proposal containing statements, letters, etc., shall be signed in the proposal by a duly authorized officer of the company whose signature is binding on the proposal.

The undersigned offers and agrees to furnish all of the items/services upon which qualifications are stated in the accompanying proposal. The period of acceptance of this proposal will be 60 calendar days from the date of the bid opening. (Period of acceptance will be forty-five (45) calendar days unless otherwise indicated by proponent).

STATE OF MICHIGAN COUNTY OF WASHTENAW

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Michigan on this day personally appeared **Joel J. Hirst** who after being by me duly sworn did depose and say: I, Joel J. Hirst am a duly authorized officer of/agent for Arfuel Corporation and have been duly authorized to execute the foregoing on behalf of the said.

I hereby certify that the foregoing offer has not been prepared in collusion with any other proponent or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proponent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the type of services/commodities offered, or to influence any person or persons to offer or not to offer thereon.

By submission of this proposal, each proponent and each person signing on behalf of any proponent 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 his knowledge and belief:

- A. 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 proponent or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proponent and will not knowingly be disclosed by the proponent prior to the opening, directly or indirectly to any other proponent or to any competitor; and,
- C. No attempt has been made or will be made by the proponent to induce any other person, partnership or corporation to submit or not to submit a proposal for the

purpose of restricting competition.

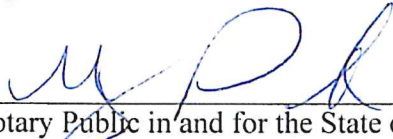
Name and Address of Proponent:

**Joel J. Hirst, Senior Vice President Sales
Avfuel Corporation
47 West Ellsworth Road
Ann Arbor, MI 48108**

Telephone and Fax Numbers: **734-663-6466**

By:  Name & Title SENIOR VICE PRESIDENT SALES
Signature

SUBSCRIBED AND SWORN to before me by the above-named on this
22nd day of August 2024.


Notary Public in and for the State of ~~NY~~ MI
Melissa Peek Commission exp Apr 27, 2029

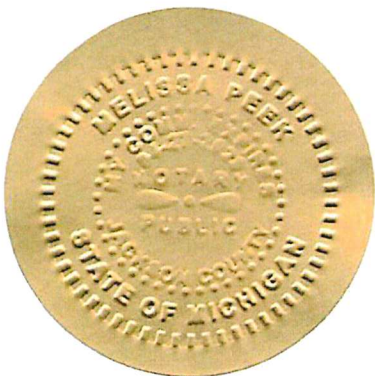


Exhibit D: Proposal C

OBTAINED PROPOSAL AFFIDAVIT

I, being an authorized representative of the named organization / company, certify that I obtained the request for proposal documents from the Albany County Airport Authority Purchasing Office. I understand that no proposal shall be considered unless the organization making this proposal has first obtained a copy of this Request for Proposal from the Albany County Airport Authority Purchasing Office.



Signature

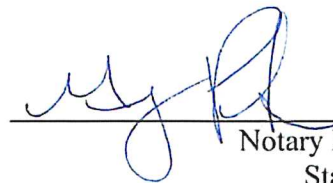
Avfuel Corporation
Agent

Print or Type Name: **Joel J. Hirst, Senior Vice President Sales, Avfuel Corporation**

Address **47 West Ellsworth Road, Ann Arbor, MI 48108**

Phone: **734-663-6466**

SUBSCRIBED AND SWORN to before me by the above named on this 22nd
day of August, 2024.



Notary Public in and for
State of ~~New York~~
Michigan

Melissa Peek Commission exp Apr 27, 2029



Exhibit D: Proposal D

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Avfuel Corporation

Address: **47 W Ellsworth Rd, Ann Arbor, MI 48108**

Name and Title of Person Submitting this Form:

Joel Hirst, Senior Vice President Sales, Avfuel Corporation

Contract Procurement Number: **1199-F**

Date: 22 AUGUST 2024

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below.

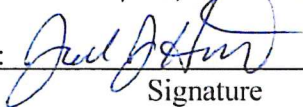
Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: 
Signature

Date: 22 August 2024

Name: JOEL J. HIRST

Title: SENIOR VICE PRESIDENT SALES, AUFUEL CORPORATION

Exhibit D: Proposal E

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, Avfuel Corporation as Principal, and Old Republic Surety Company as Surety, a corporation chartered and existing under the laws of the State of Wisconsin, and fully authorized to the business in the State of New York, and hereby held and firmly bound unto Albany International Airport Authority, as Owner in the sum of \$5,000.00 (Five Thousand) dollars and no cents in good and lawful money of the United States of America, to be paid upon demand to the Albany International Airport, New York, to which payment well and truly made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to Albany County Airport Authority, certain Proposal, attached hereto and hereby made a part hereof to enter into a contract in writing, for the performance of services at the Albany International Airport,

NOW, THEREFORE,

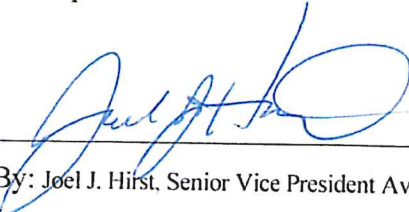
- A. If said Proposal shall be rejected, or in the alternate;
- B. If said Proposal shall be accepted and the Principal shall, within fourteen (14) calendar days after receipt of written notification from the Authority of the Notice of Award, execute and deliver such contract and shall furnish sufficient and satisfactory bonds for his faithful performance of said contract, and for the payment of all amounts in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Authority accepts such Proposal; and said Surety does hereby waive notice of any such extension.

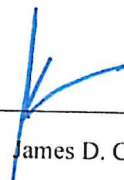
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have cause their corporate seals to be hereto affixed and these presents to be signed by their proper officers.

Signed, this 5th day of August, 2024.

Avfuel Corporation
Principal


By: Joel J. Hirst, Senior Vice President Avfuel Corporation

Old Republic Surety Company
Surety


By: James D. Coleman; Attorney-In-Fact



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Michael Zultowski, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Joel J. Hirst, who signed the said bond of said Corporation is the Senior Vice President of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for in behalf of said Corporation by authority of its governing body.





(Corporate Seal)

Handwritten signature or initials.





Conforms with The American Institute of Architects,
A.I.A. Document A310 (2010 Edition)

Bid Bond

CONTRACTOR:
(Name, legal status and address)

AVFUEL CORPORATION
47 W ELLSWORTH ROAD
ANN ARBOR, MI 48108

OWNER:
(Name, legal status and address)

Albany County Airport Authority
22 Jetway Drive
Albany, NY 12211-1057

BOND AMOUNT: \$5,000 (Five Thousand Dollars)

PROJECT:
(Name, location or address, and Project number, if any)

Contract No. 1199-F Aviation Fuel Supplier

SURETY:
(Name, legal status and principal place
of business)

Old Republic Surety Company
18500 W Corporate Dr. Suite 170,
Brookfield, WI 53045

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

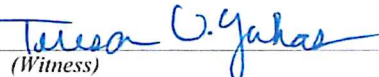
Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

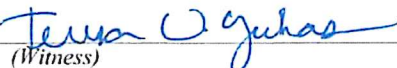
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of August, 2024


(Witness)


(Witness)


(Principal) (Seal)

Joel J. Hirst, Senior Vice President Sales, Avfuel Corporation

(Title)

(Surety)

James D. Coleman, Attorney-In-Fact

(Title)





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JAMES D. COLEMAN, TERESA YUHAS, NISHEET SAXENA, VICKI PERION, OF ANN ARBOR, MI

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22ND day of MARCH, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 22ND day of MARCH, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My commission expires: 9/28/2026

CERTIFICATE

(Expiration of notary commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

63-1104



Signed and sealed at the City of Brookfield, WI this 5th day of August, 2024.

Karen J. Haffner

Assistant Secretary

AVSurance CORPORATION

Exhibit D: Proposal F

INSURANCE REQUIREMENT AFFIDAVIT

To be completed by appropriate insurance agent:

I, the undersigned agent, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified offerer. If the below identified offerer is awarded this contract by Albany County Airport Authority, I will be able, within ten (10) days after offerer is notified of such award, to furnish a valid insurance certificate to the Airport meeting all of the requirements contained in this contract.

Agent: [Signature] James Coleman
Signature Agent

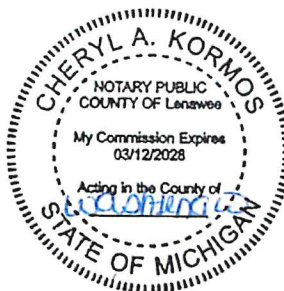
Name of Insurance Carriers: Global Aerospace and Various Underwriters at Lloyd's of London

Address of Agency: Avsurance Corporation
47 W. Ellsworth Road, Ann Arbor, MI

Phone Number Where
Agent May Be Contacted: 800-472-7090 or (734) 276-9484

Offerer's Name (Print or Type) Avfuel Corporation

SUBSCRIBED AND SWORN to before me by the above named on this 9th
day of August, 2024.



Cheryl A Kormos
Notary Public in and for
State of New York
Michigan

Exhibit D: Proposal G

CORPORATION STATEMENT **CONFIDENTIAL**

IF A CORPORATION, answer the following:

1. When incorporated?
 1975
2. Where incorporated?
 Michigan
3. Is the corporation authorized to do business in New York?
 X Yes No

If New York is not state of incorporation:

- A. Address of the registered office in New York:
 One Commerce Plaza
 99 Washington Ave, Ste 805-A
 Albany, NY 12210
 - B. Name of registered agent in New York at such office:
 Incorp Services, Inc.
 - C. Attach Certificate of Authority to transact business in New York.
4. The Corporation is held: Publicly X Privately

5. Furnish the name, title, and address of each officer, director, and shareholders of the corporation's issued stock:

Officer's Name	Address	Position	%
Craig Sincock	47 W Ellsworth Rd, Ann Arbor, MI 48108	CEO & President	
C.R. Sincock, II	47 W Ellsworth Rd Ann Arbor, MI 48108	Exec Vice President	
Joel Hirst	47 W Ellsworth Rd Ann Arbor, MI 48108	Sr VP - Sales	
Michael Zultowski	47 W Ellsworth Rd Ann Arbor, MI 48108	Sr VP - Finance & Ops	
William B. Light	47 W Ellsworth Rd Ann Arbor, MI 48108	VP - Administration	

**** for % of corporation's issued stock, reference Principal Shareholders below****

Director's Name	Address	Principal Business Affiliation Other Than Proposer's Directorship
-----------------	---------	---

N/A

Principal Shareholders	Address	Percentage Ownership
---------------------------	---------	-------------------------

Craig Sincock and direct family, 47 W Ellsworth Rd, Ann Arbor, MI 48108, 100%

Exhibit D: Proposal G-2

PARTNERSHIP STATEMENT

IF A PARTNERSHIP, answer the following: N/A

1. Date of Organization? _____
2. General Partnership _____ Limited Partnership _____
3. Partnership Agreement Recorded? Yes _____ No _____

Date: _____

Book: _____

Page: _____

County: _____

4. Has the Partnership done business in New York?
Yes _____ No _____ When? _____

5. Name, address, and partnership share of each general or limited partner:

	Name	Address	Percent General Of Share	Limited Partner
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

Exhibit D: Proposal G-3

ALL PROPOSALS - FINANCIAL INFORMATION

A. Financial Statements **CONFIDENTIAL**

Proponents shall attached a Balance Sheet and Income Statement prepared in accordance with Generally Accepted Accounting Principles (GAAP) for the most current year-to-date period, together with a copy of the Proponent's most recent fiscal year Financial Statements, audited by a Certified Public Accountant or firm of Independent Certified Public Accountants, including the auditor's opinion thereon.

NOTE: Financial Statements are enclosed in the envelope marked "Exhibit D: Proposal G-3 A – Financial Statements" and are CONFIDENTIAL for Contract No. 1199-F only.

B. Surety Information

1. Have you, or any entity you have had an ownership interest in, ever had a bond or surety canceled or forfeited? Yes () No (**x**)
2. If Yes, state the name of the bonding company, date, amount of the bond and the reason for such cancellation or forfeiture _____

C. Bankruptcy Information

1. Have you, or any entity you have had an ownership interest in, ever filed a petition for bankruptcy, or been declared bankrupt? Yes () No (**x**)
2. If Yes, state the name of the entity, date, amount of the filed or declared bankruptcy _____

D. County of Albany and any Affiliated Entity

1. Have you ever entered into an agreement with the County of Albany or any affiliated entity? Yes () No (**x**)
2. If Yes, identify the agreement(s), its purpose, and its term.

3. Have you ever been sent a default notice concerning any such agreement(s)?

Yes () No (x) If Yes, please explain

Exhibit D: Proposal H**WORK FORCE COMPOSITION****Avfuel Corporation****734-663-6466****Name of Firm****Phone Number****47 W. Ellsworth
Address****Ann Arbor
City****MI
State****48108
Zip Code****Suzanne Korcek, HR Director****Name & Title of Authorized Executive**

Full Time Employee s	Total # of Employees	White	American Indian	Black	Hispanic	Other (*) Asian	2 or more races
	Male / Female	M/F	M/F	M/F	M/F	M/F	M/F
Admin & Manager	41	31/8				2/0	
Professional	76	23/34		0/2	2/3	7/3	0/2
Technical	8	7/1					
Sales Workers	26	23/3					
Office Workers	81	28/39		2/2	3/4		0/3
Semiskilled Workers	24	20/3			0/1		
Unskilled Workers	0						
Apprentices	3	2/1					
Seasonal Temporary Part Time	6	4/2					
TOTAL	265	138/91		2/4	5/8	9/3	0/5

***Use Additional Sheets To Identify The Ethnicity Of Employees Identified In This Category.**

Remarks: _____

Exhibit D: Proposal I

REFERENCES

List three (3) companies or governmental agencies where like or similar services have been provided within the last three years:

1. **Company Name:** **University Park Airport / Pennsylvania State Univ.**

2535 Fox Hill Rd, State College, PA 16803

Contact Person: **Bryan Rodgers, Airport Director**
Phone: 814-863-3372 **Fax:** 814-865-5827
Email: bqr3@psu.edu

2. **Company Name:** **Heritage Aviation, Inc.**

228 Aviation Avenue, S. Burlington, VT 05403

Contact Person: **Matthew Collins, CEO**
Phone: 802-863-3626 **Fax:** 802-863-5762
Email: matthew.collins@flyheritage.com

3. **Company Name:** **Naples Aviation / City of Naples Airport Authority**

160 Aviation Drive North, Naples, FL 34104

Contact Person: **Chris Rozansky, Executive Director**
Phone: 239-643-0733 **Fax:** 239-643-4084
Email: crozansky@flynaples.com

EXHIBIT D: Proposal J

PROPOSAL SUBMITTAL FORM

Exhibit C contains the minimum requirements and is intended to govern, in general, the performance requirements and the type of services / product desired. Please check "yes" or "no" if you can meet these specifications.

The bidder can meet or exceed required specifications as required in Exhibit C?



YES

☐ NO

Jet A Pricing:

CONFIDENTIAL

a) Platts New York Harbor Barge Mean prior week traded day average, in Effect on August 20, 2024	\$2.2791
b) Fixed Differential Per Gallon	\$0.0325
c) Fixed Transportation Cost Per Gallon as of August 20, 2024 *includes Tolls & Fuel Surcharge	\$0.1418
d) The sum of (a) through (c) =	\$2.4534
e) Total Jet A Fuel Price Per Gallon In Effect on August 20, 2024*	

*List all environmental fees, additive fees, other fee or taxes that would be added to the invoiced price to the Authority (if any):

<u>Item Description:</u>	<u>Amount or Percent</u>
1)Federal Excise & Lust	\$0.24400/gal
2)Superfund/Oil Spill	\$0.00619/gal
3)NY Motor Fuel Tax	EXEMPT-FT-1001 needed (licensed as a D per NY website)
4)NY Petro Business Tax	EXEMPT-FT-1001 needed (licensed as a D per NY website)
5)NY Sales Tax Exempt	EXEMPT-FT-1001 needed (licensed as a D per NY website)
6)NY Envir Protection & Spill Fee	\$0.03270/gal

CONFIDENTIAL

Jet A Pricing Subject to:

- Fuel differential is fixed for a 3-year period. Avfuel's jet supplier has offered a fixed 3-year jet supply fuel differential.
- Transportation costs are fixed for 1-year periods with the ability to request freight adjustment to the Authority. Avfuel offers 1-year transportation pricing with variable fuel surcharge.
- Jet pricing is effective each Tuesday – Monday.

Avgas 100LL Pricing:

CONFIDENTIAL

Market Price in effect
prior week traded day average,
on August 20, 2024

\$2.6079

Provide independent source to be used to establish market price:

Platts Previous Weeks Average of Gulf Coast Waterborne Premium 93 Unleaded Mean

Pricing for AvGas should include a proposed independent source index to use and be based upon the index price in effect on August 20, 2024. Price changes intervals can be proposed as daily, weekly, or an average price during the week based upon the index in effect that week.

a) Fixed Differential Per Gallon

\$1.1800

b) Fixed Transportation Cost Per Gallon
as of August 20, 2024

\$0.0424

*includes Fuel Surcharge

c) The sum of (a) through (c) =
Total Avgas Fuel Price Per
Gallon In Effect on August 20,
2024*

\$3.8303

*List all environmental fees, additive fees, other fees or taxes that would be added to the invoiced price to the Authority (if any):

<u>Item Description:</u>	<u>Amount or Percent</u>
1)Federal Excise & Lust	\$0.19400/gal
2)Superfund/Oil Spill	\$0.00619/gal
3)NY Petro Testing Fee	\$0.00050/gal
4)NY Aviation Fuel Tax	\$0.08000/gal
5)NY Petro Business Tax	\$0.17300/gal
6)NY Prepaid Sales Tax	\$0.17000/gal
7)NY Envir Protection & Spill Fee	\$0.00327/gal

Avgas Pricing Subject to:

- Fixed fuel differential is fixed for 1-year periods. Avfuel's avgas supplier has offered a fixed 1-year avgas supply fuel differential.
- Transportation costs are fixed for 1-year periods with the ability to request freight adjustment to the Authority. Avfuel offers 1-year transportation pricing with variable fuel surcharge.
- Avgas pricing is effective each Tuesday – Monday.

Unleaded Avgas Products Available:

- Avfuel can deliver Swift UL94 unleaded Avgas provided the Authority has available storage.

SAF Pricing (Neat):**CONFIDENTIAL**

	35%	30%
a) SAF Premium Per Gallon Neat as of August 20, 2024	\$2.8360	\$2.4880
b) Fixed Transportation Cost Per Gallon as of August 20, 2024 *includes Tolls & Fuel Surcharge	\$0.1418	\$0.1418
c) The sum of (a) through (c) = Total SAF Price Per Gallon Neat In Effect on August 20, 2024*	\$2.9778	\$2.6298

Each quarter, the proposer and the Authority may renegotiate the current pricing of SAF based on factors, including but not limited to, supply, demand, logistics, etc. but in no event shall the price of SAF be increased from this proposal.

*List all environmental fees, additive fees, other fees or taxes that would be added to the invoiced price to the Authority (if any):

<u>Item Description:</u>	<u>Amount or Percent</u>
1. Federal Excise & Lust	\$0.24400/gal
2. Superfund/Oil Spill	\$0.00619/gal
3. NY Motor Fuel Tax	EXEMPT-FT-1001 needed (licensed as a D per NY website)
4. NY Petro Business Tax	EXEMPT-FT-1001 needed (licensed as a D per NY website)
5. NY Sales Tax Exempt	EXEMPT-FT-1001 needed (licensed as a D per NY website)
6. NY Envir Protection & Spill Fee	\$0.03270/gal

SAF Pricing Subject to:**CONFIDENTIAL**

- . Avfuel will maintain fixed premium / markup over the SAF neat truck rack supply price.
- . SAF Pricing is effective each Monday – Sunday based upon market conditions plus fixed premium / markup.
- . Jet A component price is as quoted per the above formula price with fixed differential.
- . Transportation costs are fixed for 1-year periods with the ability to request freight adjustment to the Authority. Avfuel offers 1-year transportation pricing with variable fuel surcharge.
- . SAF supply is scheduled to be available at the Sunoco, LLC terminal truck load rack in Linden, NJ, beginning January 2025 (start time subject to change). The SAF supplier/blender is Valero Diamond Green.

Monthly Rental of AvGas Refuelers:

CONFIDENTIAL

Unit #1 – Make, Model & Year: Isuzu NPR 2023 / 2024

Gallon Capacity: 1,200

Rental Amount per month: \$0/mo

Unit #2 – Make, Model & Year: Isuzu NPR 2023 / 2024

Gallon Capacity: 1,200

Rental Amount per month: \$0/mo

**Note: 1) There will be NO COST to deliver or pick up refueler trucks.
2) Loaner refueler trucks are available in the event they are needed**

Payment Terms: **30 days from date of invoice.**

Source Location for both Jet A and AvGas:

**Jet A: Sunoco, LLC in Linden, NJ (Primary)
Sunoco, LLC in Rensselaer, NY (Secondary)**

**Avgas: N. Albany Terminal Co. in Glenmont, NY (Primary)
Kinder Morgan Terminals in Philadelphia, PA (Secondary)**

Transportation Contract Carrier:

- **Patriot Tank Lines for both Jet A, Avgas, SAF (Primary)**
- **Alternative Fuels, Torrissi, Ft Edward Express (Secondary)**

Delivery Time After Receipt of Order (ARO)

24 hours

PRODUCT LIABILITY INSURANCE:

1. Type of Insurance (Submit sample Certificate of Insurance)
Reference Certificate of Insurance showing all coverages Avfuel carries, including the \$50 Million Excess Products Liability Insurance that is extended to the County.
2. Amount(s) of Coverage
Coverage limits are identified in the Certificate of Insurance and exceed the minimum limits set forth by the County.

MANAGEMENT/MARKETING SUPPORT:

1. Quality Control Programs:

Avfuel provides a robust quality control program at **NO COST** to keep your operation fueling safely. For the County, this includes:

- Annual on-site visits to inspect fuel tanks, refueling equipment and fuel handling operations.
 - To be scheduled at your convenience
 - Post-inspection reports with results and any applicable operational recommendations provided
 - Daily operation and inspection forms provided
- 24/7/365 quality assurance hotline for troubleshooting equipment, fuel quality, contamination, fuel spills, etc.
- Regional Quality Assurance and Fire Safety Seminars (14 CFR Part 139 Approved) offered 3 - 4 times per year (see page 27)
- Large in-house parts and supply division for quick access to equipment components

2. Line Personnel Training Assistance:

At **NO COST**, Avfuel provides the County with the following training resources:

- Regional Quality Assurance and Fire Safety Seminars (14 CFR Part 139 Approved) offered 3 - 4 times per year (see page 27)
- FAA-approved online training for supervisory & line service fuel safety (see page 26)
- On-site training with Avfuel's QA experts annually for new/recurrent training needs, in conjunction with on-site inspections

3. Advertising Programs (Include amount per gallon to be paid by supplier):

- Avfuel will pay for 50% of all ads that contain the Avfuel logo from funds accrued via its co-op program with the County: \$0.005/gallon on all business aviation (retail and contract fuel) transactions (excludes commercial and military)
- At **NO COST**, Avfuel will also annually provide the County with an ad in an aviation publication (content, design, placement, etc.); this is in addition to the co-op funds listed

above.

- The County will also gain access to Avfuel's in-house team of aviation marketing experts for support throughout the contract at **NO COST**. This includes creating and executing a comprehensive marketing plan, and ongoing support on request. See page 38.

4. **Pilot Incentive Program(s):**

Free standard AVTRIP Points for a year (2 points/gallon; a penny a point). Based on the County's volume, this is equivalent to about \$10K.

5. **Other Program(s):**

CONFIDENTIAL

\$50,000 Grant for Approved Sustainability Initiatives (amount based on 5-year term.)

- To be put towards sustainability initiatives for the business aviation community via the FBO
- Examples of what could qualify include, but are not limited to:
 - Electric tug or GPU
 - A separate tank for UL94 unleaded avgas
 - New energy-saving lights or heating elements
 - An electric charging station
- Avfuel welcomes the Authority to visit its headquarters in Ann Arbor, MI, prior to recommending any award to inspect our facilities and organization. During this visit, the Authority would be able to first-hand experience Avfuel's expertise with:
 - Equipment by visiting its 33,000 square-foot truck maintenance facility
 - Logistics by meeting its in-house dispatch and supply departments
 - Sustainability by meeting its AvfuelZero ESG experts
 - Branding, marketing and communications by meeting its expert aviation marketing team
 - Sales support by meeting its contract fuel, full load and commercial fuel sales divisions
 - Customer-centric support by meeting the 250+ passionate, aviation-focused Avfuel employees ready to serve Albany County

CREDIT CARD ACCEPTANCE AND FEES:**CONFIDENTIAL**

Credit Cards:	<u>Accepted (Y/N)</u>	<u>Processing Rate (%)</u>
Supplier's Company	<u>Y</u>	<u>0.0%</u>
Avcard	<u>Y</u>	<u>2.1%</u>
American Express	<u>Y</u>	<u>2.95%</u>
Discover	<u>Y</u>	<u>2.95%</u>
Government Air Card	<u>Y</u>	<u>3.0%</u>
Mastercard / Visa	<u>Y</u>	<u>2.5%</u>
Other(s) Specify:	<u>Avfuel Pro Card</u>	<u>0% for fuel & non-fuel</u>
	<u>MultiService/US Bank</u>	<u>2.95%</u>

The Authority must have the ability to process transactions electronically through TFBO:

☒ YES ☐ NO

Electronic Transfer Turn around Time:

Credit card funds will be remitted via Electronic Funds Transfer the next business day to the Authority.

At NO COST to the Authority, Avfuel will provide its card processing software, The Avfuel Hub, to transact all the above credit cards if the Authority elects to utilize it. (see page 51 for product specifics). Avfuel will submit a line itemized invoice to the Authority for payment with terms of credit to the Authority for payment of deliveries and the purchase of contract fuel of net thirty (30) calendar days.

Other Card Program Services:

- **Front Counter Training for Employees:** How to Process Cards, How Payment Methods Work, How to Save on Processing Fees and Best Practices
- **Third Party Point-of-Sale Software Certification:** All cards will run through all industry point of sale software. Guidance provided for staff.
- **Signage and Sales Collateral:** Helps convert customers to low processing rate payment methods

Proof of Sustainability (PoS) for CORSIA Eligible Fuels

V2.1

For one batch of CORSIA eligible fuel according to the ICAO Standards and Recommended Practices, Annex 16, Volume IV, Part II, Appendix 5, Table A5-2

Unique Number of Sustainability
Declaration / Batch ID number:

Place and date of dispatch:

Date of Issuance:



www.iscc-system.org

Original CEF Batch Information

This information is determined by the CORSIA eligible fuel (CEF) producer and must be forwarded/reproduced by downstream entities along the supply chain with future PoS

Date of CEF production:

Original CEF batch number (as
determined by CEF producer):

Mass of original CEF batch (in mt):

Supplier

Name:

Address:

Certification System: ISCC CORSIA

Certificate Number:

Recipient

Name:

Address:

Contract Number:

1. General Information

Type of Product:

Type of Raw Material

Please select

Additional Information
(voluntary):

Country of Origin (of the raw
material):

Quantity:

☐ m³

☐ metric tons

Energy content (MJ):

#N/A MJ

2. Scope Of Certification Of Raw Material

The raw material complies with the approved CORSIA sustainability criteria (i.e., was certified under ISCC CORSIA or another CORSIA approved scheme)¹

☐ Yes ☐ No

The raw material complies with the approved CORSIA sustainability criteria as well as additional social sustainability criteria (i.e., was certified under ISCC CORSIA PLUS)²

☐ Yes ☐ No

The raw material was additionally certified according to the low land use change (LUC) risk approach³

☐ Yes ☐ No

The raw material meets the definition of waste, residue or by-product according to CORSIA⁴

☐ Yes ☐ No

3. Life Cycle Emissions Information

Use of default core life cycle emissions value

☐ Yes ☐ No

Default core life cycle emissions value						gCO ₂ eq/MJ	
Default induced land use change (ILUC) value (or DLUC value where applicable) ⁵						gCO ₂ eq/MJ	
Actual core life cycle emissions values:							
1	2	3	4	5	6	7	
	+		+		+		= 0 gCO ₂ eq/MJ
Total life cycle emissions of the CORSIA eligible fuel (CEF):						0 gCO ₂ eq/MJ	
Life cycle emissions reduction of the CORSIA eligible fuel: ⁶							
0.0% for jet fuel (baseline: 89 gCO ₂ eq/MJ)				0.0% for aviation gasoline (AvGas) (baseline: 95 gCO ₂ eq/MJ)			
Not valid without Certificate Number of the ISCC CORSIA or ISCC CORSIA PLUS certificate above							

Explanations

Life cycle steps:

- 1 Production at source (e.g. feedstock cultivation)
- 2 Conditioning at source (e.g. feedstock harvesting, collection, and recovery)
- 3 Feedstock processing and extraction
- 4 Feedstock transportation to processing and fuel production facilities
- 5 Feedstock-to-fuel conversion processes
- 6 Fuel transportation and distribution
- 7 Fuel combustion in an aircraft engine
- = Total core life cycle emissions from supply and use of the fuel

1) This statement applies if the raw material is agricultural or forest biomass and was certified under the **ISCC CORSIA** standard (which covers the ICAO-approved CORSIA sustainability criteria only) or **another CORSIA approved certification scheme**. Please see the ISCC CORSIA 202 document for further information.

2) This statement applies if the raw material is agricultural or forest biomass and was certified under the **ISCC CORSIA PLUS** standard. ISCC CORSIA PLUS certification covers the same set of ICAO-approved CORSIA sustainability criteria as ISCC CORSIA certification, but goes beyond those criteria and includes additional auditing of social sustainability requirements in the form of ISCC Principles 3 to 6. Please see the ISCC CORSIA 202 document for further information.

3) Additional statement that can only be made if the raw material was certified according to the low land use change (LUC) risk approach. Please see the ISCC CORSIA Guidance document for low LUC risk certification for further information. This statement is applicable for agricultural crops under both ISCC CORSIA and ISCC CORSIA PLUS.

4) Applicable to waste, residues and by-products and products produced from waste, residues and by-products.

5) According to the CORSIA sustainability criterion 2.2, if DLUC GHG emissions exceed the default ILUC value, the DLUC value shall replace the default ILUC value.

6) Saving is calculated automatically based on the fossil fuel comparators according to CORSIA criterion 1: CORSIA eligible fuel shall achieve net greenhouse gas emissions reductions of at least 10% compared to the baseline life cycle emissions values for aviation fuel on a life cycle basis.

Product Transfer Document



Transferor (Seller)	
Company FEIN:	74-2751732
Name:	VALERO MARKETING & SUPPLY COMPANY
Company Address:	ONE VALERO WAY, SAN ANTONIO TX 78249-1616
Company Contact:	
Transferee (Buyer) Company	
Name:	
Company Contact:	
Transaction Details	
Transaction Date:	
Invoice Number:	
BOL Number:	
Product:	NEAT SUSTAINABLE AVIATION FUEL
Carbon Intensity Calculation Methodology:	
Carbon Intensity Actual/Default*:	
Feedstock:	
Feedstock Country of Origin:	
Neat SAF Production Company:	
Neat SAF Production Company FEIN:	
Product Delivery Point:	
Blend %:	
Neat SAF Transaction Volume (Gallons):	

*Carbon intensity (CI) values provided in this document are based on the specified carbon intensity calculation model and should not be construed to represent the CI of the product under any other calculation model.

The supply chain model Transferor uses is mass balance.

The biomass raw material for the Product complies with the definitions of "renewable biomass", as defined by the U.S Renewable Fuel Standard 40 CFR Part 80, subpart M, meets the recordkeeping requirements of 40 CFR 1454(b)-(c).

This document does not transfer credits or environmental attributes, please refer to the contract for credit and/or environmental attribute transfer stipulations



AVFUCOR-03

VPERION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Avsurance Corporation 47 W. Ellsworth Rd. Ann Arbor, MI 48108	CONTACT NAME: PHONE (A/C, No, Ext): (800) 472-7090 FAX (A/C, No): (734) 663-8296 E-MAIL ADDRESS: avsurance@avfuel.com														
INSURED Avfuel Corporation 47 West Ellsworth Road Ann Arbor, MI 48108	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Underwriters Lloyds of London</td><td>15792</td></tr><tr><td>INSURER B : Travelers Property Casualty Co</td><td>36161</td></tr><tr><td>INSURER C : Bridgeway Insurance Company</td><td>12489</td></tr><tr><td>INSURER D : Starr Indemnity & Liability Co</td><td>38318</td></tr><tr><td>INSURER E : Westchester Insurance Company</td><td>10172</td></tr><tr><td>INSURER F : Gemini Insurance Company</td><td>10833</td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Underwriters Lloyds of London	15792	INSURER B : Travelers Property Casualty Co	36161	INSURER C : Bridgeway Insurance Company	12489	INSURER D : Starr Indemnity & Liability Co	38318	INSURER E : Westchester Insurance Company	10172	INSURER F : Gemini Insurance Company	10833
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Aviation Products <input checked="" type="checkbox"/> Completed Operations GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			B0180AV2400771	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,250,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 25,000,000 GENERAL AGGREGATE \$ 1,250,000,000 PRODUCTS - COM/PO/AGG \$ 1,250,000,000 On Airport Auto \$ 50,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			8E-A7-XL-0002075-02	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N		N/A	1000002147-08	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Commercial Umbrella			G21984796019	10/1/2023	10/1/2024	Umbrella 10,000,000
F	Commercial Umbrella			CEX0960184408	10/1/2023	10/1/2024	Excess 20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder(s) are Additional Insured(s) on all applicable policies per fuel supply contract

*** This certificate of insurance is a sample and affords no coverage to certificate holder unless contract is entered in to between the Named Insured and Certificate Holder(s) **

CERTIFICATE HOLDER

CANCELLATION

Albany County Airport Authority
County of Albany
REW Investments, Inc. dba Million Air - Albany
AFCO AvPorts Management LLC dba Avports

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF INSURANCE - SAMPLE

THIS IS TO CERTIFY TO:

Albany County Airport Authority
County of Albany
REW Investments, Inc dba Million Air – Albany
AFCO AvPorts Management LLC dba AvPorts

THAT THE FOLLOWING POLICY OF INSURANCE HAS BEEN ISSUED TO:

AVFUEL CORPORATION, ET AL
47 W. ELLSWORTH ROAD, ANN ARBOR, MI 48108

POLICY NUMBER: B0180AV2300771 POLICY PERIOD: 07/01/23 TO 07/01/24

INSURANCE COMPANY: VARIOUS UNDERWRITERS AT LLOYD'S OF LONDON

DESCRIPTION OF COVERAGE AND LIMITS OF LIABILITY

AIRCRAFT PRODUCTS/COMPLETED OPERATIONS AND GROUNDING LIABILITY

Limits of Liability, including Defense and Settlement Costs and Supplementary Payments.

Coverage A:	\$50,000,000	Each Occurrence and in the Annual Aggregate
Coverage A:	Included	Completed Operations Coverage
Coverage B:	\$50,000,000	Each Grounding and in the Annual Aggregate
Coverage A & B:	\$50,000,000	Annual Aggregate

Coverage afforded by Policy Number B0180AV2300771 shall be in excess of the primary limits maintained by the Certificate Holder of which Certificate of Insurance evidencing coverage is on file with Various Underwriters at Lloyds of London. The Certificate Holder's liability limit shall remain during this policy period at a minimum of \$1,000,000 each occurrence/aggregate for products/completed operations. The Certificate Holder is included as an additional insured as respects to coverage provided by Policy Number B0180AV2300771 and shall only apply as respects to fuel supplied by the Named Insured to the Certificate Holder.

VARIOUS UNDERWRITERS AT LLOYD'S OF LONDON HAVE MADE PROVISIONS TO GIVE THE CERTIFICATE HOLDER PROMPT NOTICE OF CANCELLATION OF ANY POLICY ABOVE, BUT VARIOUS UNDERWRITERS AT LLOYD'S OF LONDON ASSUMES NO RESPONSIBILITY FOR FAILURE TO PROVIDE SUCH NOTICE. THIS CERTIFICATE DOES NOT CHANGE IN ANY WAY THE ACTUAL COVERAGES PROVIDED BY THE POLICY/IES SPECIFIED ABOVE.

BY:


AUTHORIZED REPRESENTATIVE

August 9, 2024
TODAY'S DATE

AVSurance Corporation, 47 W. ELLSWORTH RD., ANN ARBOR, MI 48108

New York State Department of Taxation and Finance

New York State Department of Taxation and Finance

Certificate of Authority

Identification number

38-2073252

(Use this number on all returns and correspondence)



VALIDATED

9/27/2019

Dept of Tax
and Finance

AVFUEL CORPORATION
47 W ELLSWORTH RD
ANN ARBOR MI 48108-2206

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

4050109100098

1DC3 - 2730635 P0000028-01

DTF-17-A-R (11/14)



New York State Department of Taxation and Finance CERTIFICATE OF REGISTRATION AS A DISTRIBUTOR OF MOTOR FUEL

A violation of any provision of Article 12-A of the Tax Law or any requirement, rule or regulation of the Department of Tax and Finance made pursuant to Article 12-A of the Tax Law or the existence of any grounds listed in Section 283.4 or 283.5 of the Tax Law shall constitute sufficient cause for cancellation or suspension of this license.

This registration may not be transferred without the prior written approval of the Department of Taxation and Finance and shall remain in force until cancelled or suspended. Any change in partners, officers or directors, must be immediately reported to the Tax Department.

ADDRESS CHANGE

AVFUEL CORP
47 WEST ELLSWORTH ROAD
ANN ARBOR, MICH 48104

Date	12/28/87
Registration number	M-2470
Identification number	

is registered as a Distributor of Motor Fuel pursuant to the provisions of Article 12-A of the New York State Tax Law.

TP-141 (8-8)

Do not destroy this form



State of New York

Department of Taxation and Finance

Albany, NY 12227

No. I — 382073252

Date: 09/01/93

License as an Importing/Exporting Transporter

This Certifies That

AVFUEL CORPORATION
47 WEST ELLSWORTH RD
ANN ARBOR, MI 48104

is licensed as an Importing/Exporting Transporter pursuant to the provisions of Article 12-A of the New York State Tax Law.

A violation of any provision of Article 12-A of the Tax Law or of any requirement, rule or regulation of the Department of Taxation and Finance made pursuant to Article 12-A of the Tax Law, or the existence of any grounds listed in section 283-a of the Tax Law, shall constitute sufficient cause for cancellation or suspension of this license.

This license may not be transferred without the prior written approval of the Department of Taxation and Finance and shall remain in force until cancelled, suspended or terminated. Any change of address of licensee, or change of partners, officers or directors, or their addresses must be immediately reported to the Tax Department.

00155

James W. Wetzler

Commissioner of Taxation and Finance

This registration must be prominently displayed in your place of business listed above. Change of name or address of individual, partnership or corporation and change of officers or directors, or their addresses must immediately be reported to the Commissioner of Taxation and Finance. See other side.



AVFUEL CORPORATION
FIXED BASE OPERATOR
AVIATION FUEL SUPPLY AGREEMENT

Reference Date: August 1, 2024

Effective Date: November 1, 2024

SUMMARY

This Agreement is between Avfuel Corporation and its affiliates and subsidiaries all of which have principal offices at 47 West Ellsworth Road, Ann Arbor, MI 48108 USA, hereinafter referred to, individually or collectively as "Avfuel" and Albany County Airport Authority having its principal office at (Street address only) 22 Jetaway Drive, Albany NY 12211-1057, hereinafter called "Customer", collectively called "the Parties", and is effective on the Effective Date or, if no Effective Date is specified then on the Reference Date noted above.

THIS IS AN INTEGRATED AGREEMENT CONSISTING OF SEVERAL PARTS, ALL OF WHICH SHALL BE READ TOGETHER AND INTERPRETED AS ONE AGREEMENT. The parts shall include this Summary, the Special Terms and Conditions, and the General Terms and Conditions. In the event of any inconsistencies between the Special Terms and Conditions and the General Terms and Conditions, the Special Terms and Conditions shall govern. Avfuel offers other Programs that it believes are of benefit to Customer. Customer chooses to participate in those Programs that are checked below and agrees that the applicable provisions of the Special and General Terms and Conditions govern those Programs. Additions or deletions to this agreement are governed by the Changes Provision set forth in Section 21 of the General Terms and Conditions. If customer should avail itself of any of the Programs not checked below then Customer specifically agrees to be bound by the Special and General Terms and Conditions that govern those Programs.

Applicable Certificates of Insurance are attached hereto. Insurance Company Name: _____

- | | |
|---|--|
| <input checked="" type="checkbox"/> Customer Credit Program | <input type="checkbox"/> Addenda |
| <input checked="" type="checkbox"/> Brand Program | <input checked="" type="checkbox"/> AVTRIP Program |
| <input checked="" type="checkbox"/> Equipment Lease Agreement | <input checked="" type="checkbox"/> Contract Fuel Dealer Program |

CUSTOMER FEIN: _____

TYPE OF BUSINESS: Airport Authority
(i.e. C-corp, S-corp, Partnership, L.L.C, Sole Proprietorship, or other)

STATE ID NUMBER: _____

STATE OF INCORPORATION: New York

FOR: AVFUEL CORPORATION

FOR: ALBANY COUNTY AIRPORT
AUTHORITY

By: _____

William B. Light

Title: Vice President, Administration

By: _____

(Signature)

(Print Name)

Title: _____

(Print Title)

**FIXED BASE OPERATOR
AVIATION FUEL SUPPLY AGREEMENT**

SPECIAL TERMS AND CONDITIONS

CUSTOMER NAME: Albany County Airport Authority

BILLING ADDRESS: SAME
(if different than street address)

DELIVERY ADDRESS: 800 Old Albany-Shaker Road, Albany NY 12211
(if different than street address)

AIRPORT ID (IATA CODE): PGD – Punta Gorda Airport

PRODUCT(S): ☒ Jet-A ☐ Jet-A with FSII ☒ Avgas/100LL ☒ Other SAF

PAYMENT TERMS: Net due 30 days from date of invoice via ACH or EFT payment.

CREDIT LIMIT: TBD

EQUIPMENT LEASED:

Description **	Serial Number or VIN	Lease Rate	Replacement Cost (Current)*
REFUELER TRUCKS SCHEDULED HERE			

*Hazard insurance,.

CONTRACT FUEL DEALER:

Flight Operation Type (select one): ☒ Corporate Configured Accepted
☐ Non Corporate Ops Only
☐ DC-9 and Larger, Non Corporate Ops Only

Airport Flowage Fee: ☒ YES ☐ NO _____

Storage Fee: ☐ YES ☐ NO _____

Into-wing Fee Schedule:

Jet Fuel Gallons Uplifted	
Range of Uplifted Gallons	Rate/gallon

OTHER SPECIAL TERMS AND CONDITIONS:

AVIATION FUEL SUPPLY AGREEMENT**GENERAL TERMS AND CONDITIONS**

PURCHASE AND SALE: Subject to the terms and conditions contained herein, throughout the entire term of this Agreement, Avfuel agrees to sell and deliver, and Customer agrees to purchase from Avfuel and pay for, the Customer's entire requirements for all aviation fuel products, including, without limitation, SAF, G100UL, and hydrogen based fuel (the "Products") and other aviation electricity and energy products, including, without limitation, aircraft charging services, charging stations, and charging equipment (the "Alternative Products") to be handled, stored, used, distributed or sold by Customer or its affiliates at each airport (each an "Airport") listed in the Special Terms and Conditions, including without limitation those Products and Alternative Products that the Customer is presently using that are identified in the Special Terms and Conditions. If, at any time during the term of this Agreement the Customer, or any entity controlled by or in common control with Customer, operates any other facility that sells aviation fuels or Alternative Products at a listed Airport (each a "Supplemental FBO"), then Customer shall or shall cause such other entity to enter into a new AVIATION FUEL SUPPLY AGREEMENT with Avfuel (on the same terms and for the same duration as this Agreement) for the supply of 100% of the requirements of the Supplemental FBO for aviation fuel and, to the extent made available at such location by Avfuel, the supply of 100% of the requirements of the Supplemental FBO for Alternative Products. If Customer requests and Avfuel agrees to deliver to any location not listed in the Special Terms and Conditions (each an "Alternate Location") and, to the extent that the terms of delivery to such Alternate Location is not governed by a separate agreement between Avfuel and Customer, delivery to such Alternate Location shall be governed by the terms of this Agreement; provided, however, that applicable pricing and taxes for each Alternate Location shall be determined by the market price of Products and Alternate Products and applicable taxes at the delivery address of the Alternate Location. Customer represents and warrants that all products and services purchased hereunder will be for commercial purposes and Avfuel has relied on this representation in entering into this Agreement. Avfuel has entered this Agreement with the Customer on the expectation and condition that (a) the Customer's deliveries of Products and Alternative Products at the Delivery Addresses will be limited to deliveries to end users pursuant to direct sales by the Customer to those end users and deliveries to purchasers listed as Contract Fuel Customers (a "CFC") to facilitate direct sales by Avfuel to those CFCs pursuant to Avfuel's Contract Fuel Program (the "CFD Program"); (b) the Customer will make deliveries of aviation fuel at the Delivery Addresses to purchasers listed as CFCs only pursuant to the CFD Program and will not make direct sales to those CFCs and (c) except for sales pursuant to the CFD Program to purchasers listed as CFCs for brokered resale by those CFCs to end users or resale otherwise brokered through Avfuel, the Customer will not make any deliveries (or hold inventories) of aviation fuel at the Delivery Addresses pursuant to brokered sales (i.e. sales to end users in which a third party receives a brokerage margin or commission or other fee from the Customer or the end user or sales to third parties who resell the fuel to end users). The Customer acknowledges that these conditions are necessary to preserve Avfuel's continuing investment in developing and maintaining Avfuel's network and that Customer's failure to comply with these conditions will result in Avfuel's exercise of the rights pursuant to Article 11 of the General Terms and Conditions.

2. TERM: The initial term of this Agreement is three (3) years, beginning on the Effective Date specified in the Summary with up to two (2) additional one (1) year extensions at the option of the Authority.

3. PRICE AND PAYMENT:

3.1. Unless otherwise agreed in writing by the Parties, the price per gallon for Products delivered to Customer shall be as established by Avfuel from time to time in its discretion based upon market and other conditions that it deems pertinent based on the date and time that Avfuel loads the Products into delivery trucks. Prices shall be F.O.B. the Customer's facilities at the Airports (each a "Delivery Address") and shall be exclusive of all taxes, fees, surcharges and other charges. **PRICING AS PER AVIATION FUEL SUPPLY AGREEMENT SUMMARY UNDER OTHER SPECIAL TERMS AND CONDITIONS PAGE 3 OF 3.**

3.2. Unless otherwise agreed in writing or otherwise required by the state law where the Product is delivered, the standard unit of measurement of quantities of Products purchased and delivered shall be the Net Gallon. The term "Net Gallon" shall mean the volumetric measurement, in U.S. gallons, of a Product actually loaded and measured at the point of shipment, adjusted to the number of U.S. gallons that would have been loaded at a temperature of sixty degrees Fahrenheit (60°F). The conversion ratio shall be from the current American Society for Testing and Materials ("ASTM") IP Petroleum Measurement Tables.

3.3. Unless otherwise agreed in writing by the Parties, Customer agrees to pay in advance by bank wire transfer for all Products purchased hereunder. Failure to pay in advance shall be construed as a credit transaction and shall be subject to the Terms and Conditions of the Customer Credit Program set forth below. **PAYMENT TERMS AND CREDIT LIMIT AS PER AVIATION FUEL SUPPLY AGREEMENT SUMMARY UNDER SPECIAL TERMS AND CONDITIONS PAGE 3 OF 3.**

4. TAXES AND OTHER CHARGES:

4.1. Customer shall pay all taxes, assessments, fees and other charges (the "Taxes") which are imposed by any federal, state or local governmental agency or by any airport authority (collectively, the "Taxing Authorities") based upon the delivery, sale, importation, inspection, storage or use of the Products purchased by Customer, excepting Taxes which are imposed upon Avfuel based upon its net income or revenues.

4.2. If the Taxing Authorities collect the Taxes directly from Customer, then Customer shall pay all such Taxes on or before their due dates. If the Taxing Authorities require that Avfuel collect the Taxes from Customer at the time of sale, Avfuel will use its best efforts to include all such Taxes in its invoices to Customer and Customer shall pay all such invoices on or before their due dates. (In its invoices, Avfuel will identify those Taxes as separate items.) If Customer is entitled to an exemption from any Taxes which the Taxing Authorities require to be collected by Avfuel, then, in order to permit Avfuel not to collect those Taxes, Customer shall obtain and provide to Avfuel current and valid exemption certificates relating to those Taxes. If, subsequent to the issuance of any invoice, the Taxing Authorities or Avfuel advise Customer of additional Taxes payable with respect to the Products covered by that invoice, then Customer shall promptly pay such additional Taxes.

4.3. CUSTOMER ACKNOWLEDGES THAT IT REMAINS SOLELY RESPONSIBLE FOR ALL SUCH TAXES, AND WILL INDEMNIFY AVFUEL AGAINST ANY LIABILITY FOR SUCH TAXES EVEN IF AVFUEL FAILS FOR ANY REASON TO INCLUDE ANY SUCH TAXES IN ITS INVOICES TO CUSTOMER. HOWEVER, AVFUEL WILL INDEMNIFY CUSTOMER AGAINST ANY LATE CHARGES, PENALTIES OR OTHER CHARGES THAT CUSTOMER INCURS IF AVFUEL'S FAILURE TO INCLUDE ANY TAXES IN ITS INVOICE IS DUE TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

4.4. Customer's obligation to indemnify Avfuel shall extend to any Taxes which are assessable against Customer as a result of any subsequent change or reinterpretation of the laws relating to those Taxes or any exemptions from those Taxes and to any Taxes for which an exemption had been claimed but which are subsequently assessed by Taxing Authorities based upon its rejection of the claimed exemption for the Products or Customer.

5. DELIVERY:

5.1. Deliveries shall be made to the Delivery Address(es) listed in the Special Terms and Conditions. Avfuel or its authorized shipping agent ("Shipping Agent") shall be provided access to Customer's storage facilities during normal business hours, or at such other times as may be approved by Customer's authorized representative, for the purpose of unloading the Products. Unless otherwise agreed in writing, the minimum delivery of Jet A or Avgas fuel will be a full standard transport tanker load as determined by the maximum allowable Gross Vehicle Weight between the supply point and the delivery address. Avfuel reserves the right to impose a surcharge for deliveries of less than a full tanker load.

5.2. Delivery shall be into tanks designated by Customer. Such designation shall be construed as a warranty that the designated tanks and containment areas have been inspected and approved by the appropriate regulatory agencies. Customer shall be responsible for all unloading operations including the placement of hoses into the proper storage tanks. Customer shall specifically designate and gauge the available capacity of the tanks into which the Product shall be unloaded, and shall bear all responsibility of spillage or contamination of the Product after it leaves the end of any properly operating hose provided by Avfuel or its Shipping Agent. Access to Customer's tanks shall be furnished in such a manner that Avfuel or its Shipping Agent can safely and conveniently reach Customer's storage facility with the hoses available, and Avfuel or its Shipping Agent may refuse to complete any delivery which Avfuel or the Shipping Agent determines, in its sole discretion, cannot be made safely.

5.3. Customer shall be responsible for all demurrage charges assessed by the

FBO Aviation Fuel Supply Agreement
Shipping Agent for additional time spent at the Delivery Address(es)_ or any
Alternative Location.

DUPLICATE

5.4. Any claim by Customer of any discrepancy in the quantity of the Product delivered shall be effective only if Avfuel is immediately notified, while Shipping Agent is still present. **GIVEN THE NATURE OF THE PRODUCTS, TIME IS OF THE ESSENCE WITH RESPECT TO SUCH CLAIMS AND NO CLAIM SHALL BE PERMITTED OR EFFECTIVE UNLESS DELIVERED WITHIN THE SPECIFIED PERIOD.**

6. **FORCE MAJEURE:** Except as provided below, neither Party shall be responsible for any failure to comply with the terms of this Agreement due to causes beyond its reasonable control for the period the effects of such causes continue. These causes shall include but shall not be restricted to: fire, storm, flood, earthquake, explosion, accident, acts of any local, state or federal authority or agency or of a public enemy, war, rebellion, terrorism, insurrection, sabotage, epidemic, quarantine restrictions, labor disputes, transportation embargoes or delays, acts of God and unavailability of the Product. For purposes of this Agreement, the term "unavailable" shall mean that Avfuel, for any reason whatsoever, including but not limited to government action, reduced or allocated fuel supplies, lack of transportation or the like, is unable to procure and deliver a specific Product on a commercially reasonable basis within two (2) days of the specific time requested by Customer. In that event, and only to the extent of such unavailability, the Parties hereto shall be relieved of their obligations under the applicable provisions of this Agreement. If and as applicable, Avfuel will comply with any governmental statute or regulation mandating the allocation of available supplies of Products. The provisions of this Section shall not apply to the failure of a Party to pay any monetary amounts when due under this Agreement.

7. LIMITED WARRANTY:

7.1. Avfuel warrants that all Products delivered pursuant to this Agreement will, at the time of delivery, conform to the then latest revision of following specifications: Aviation Gasoline will conform to the ASTM Specification D910; and Jet Fuel will conform to the ASTM Specification D1655 and Alternative Products will conform to the then current applicable specifications. Avfuel retains the right to revise the applicable specifications upon written Notice to Customer.

7.2. **THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY GIVEN BY AVFUEL REGARDING THE PRODUCTS. AVFUEL DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

7.3. Customer shall sample and test each shipment of Product prior to delivery using industry standard test procedures. If Customer determines or suspects non-conformity then Avfuel must be immediately notified, while the Shipping Agent is still present, and the delivery shall not be completed until either Customer accepts the Product, acknowledging conformity or Avfuel replaces the Product. Customer will permit Avfuel access to Customer's premises and records during normal business hours and upon four (4) hours' telephonic or written Notice to Customer for purposes of investigating any claim of non-conformity. If it is determined that the Product is non-conforming, Avfuel's sole obligation shall be either (1) replacement of the non-conforming Product with conforming Product, or (2) removal of the non-conforming Product and cancellation of the invoice for that Product or refund of the amount paid for that Product, as determined by Avfuel. Avfuel will be reasonably prompt in its actions hereunder. **TIME IS OF THE ESSENCE AND ANY FAILURE TO FOLLOW THE ABOVE PROCEDURE SHALL VOID THE LIMITED WARRANTY.**

8. COMPLIANCE WITH LAWS:

8.1. Each Party shall, at all times and in all respects, comply with all federal, state, county or municipal laws, ordinances, rules and regulations governing its actions in the purchase, storage, handling, use and sale of the Products and all industry standards pertaining thereto, including those that may contain tetraethyl lead or lead alkyl. Further, each of the Parties agree to use its reasonable best efforts to assist the other Party in complying with such laws, ordinances, rules and regulations which the other Party may be required to observe in the performance of its obligations under this Agreement. Each Party reserves the right to terminate those portions of this Agreement governing the purchase of a Product if the other Party violates the provisions of this subsection with respect to that Product. In such event, the remaining provisions of this Agreement shall continue in full force and effect. For avoidance of doubt, "federal laws" include, without limitation, all applicable export control and international sanctions laws and regulations.

8.2. Each Party shall properly instruct its employees, agents and contractors with regard to compliance with all applicable laws, ordinance, rules, regulations and standards governing the use, sale and distribution of the Products that are the subject of this Agreement.

9. **INDEPENDENT STATUS:** Each Party shall at all times function as an independent contractor and not as a subcontractor, employee or other agent of the other Party. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

10. **RECIPROCAL INDEMNIFICATION: EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, EACH PARTY (AS SUCH, THE "INDEMNIFYING PARTY") AGREES TO INDEMNIFY AND TO HOLD HARMLESS THE OTHER PARTY AND THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF THE OTHER PARTY (AS SUCH, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES) OF WHATSOEVER NATURE WHICH ARE ASSERTED AGAINST OR INCURRED BY ANY INDEMNIFIED PARTY AS A RESULT OF THE BREACH BY THE INDEMNIFYING PARTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR AS A RESULT OF ANY NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE INDEMNIFYING PARTY OR OF ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF THE INDEMNIFYING PARTY. ANY AMOUNT PAYABLE BY THE INDEMNIFYING PARTY UNDER THIS SECTION 10 SHALL BE DUE WITHIN TEN (10) DAYS AFTER WRITTEN DEMAND AND ANY SUCH AMOUNT WHICH IS NOT PAID WHEN DUE SHALL BEAR INTEREST FROM THE DUE DATE TO THE DATE OF PAYMENT AT THE RATE OF 16% PER ANNUM (OR, IF LESS, AT THE MAXIMUM RATE OF INTEREST PERMITTED UNDER THE LAWS OF THE STATE IN WHICH THE INDEMNIFYING PARTY HAS ITS PRINCIPAL PLACE OF BUSINESS). WITHOUT LIMITING THE GENERALITY OF THE ABOVE PROVISIONS, THE OBLIGATION OF THE INDEMNIFYING PARTY UNDER THIS SECTION 10 SHALL INCLUDE ANY REASONABLE ATTORNEY'S FEES OR OTHER COSTS INCURRED BY THE INDEMNIFIED PARTIES IN ENFORCING THE OBLIGATION OF INDEMNITY UNDER THIS SECTION. EACH PARTY'S OBLIGATION TO INDEMNIFY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE LAPSE OF ALL APPLICABLE STATUTES OF LIMITATIONS OR SIMILAR TIME PERIODS WITHIN WHICH AN ACTION FOR INDEMNITY OR CONTRIBUTION MUST BE BROUGHT.**

11. BREACH AND TERMINATION:

11.1. Failure of a Party to comply with the provisions of this Agreement shall constitute a breach of the Agreement by the non-complying Party. Except as otherwise permitted under this Agreement, the non-breaching Party shall provide Notice of that breach to the other Party in the manner set forth in Section 16. The Notice shall specify the alleged breach and the period within which the breach must be cured which, except as provided in Section 11.2, shall be at least ten (10) business days. The Party receiving such Notice shall respond thereto in writing within three (3) business days. If the breach is not cured or the dispute resolved within the period specified in the Notice, the Party claiming breach, by further written Notice, at its election, may affirm this Agreement and initiate appropriate legal actions to require the other Party to remedy that breach or may immediately terminate this Agreement. In either instance, the Party claiming the breach may by appropriate legal proceedings seek and secure recovery of any damages resulting from that breach.

11.2. The provisions of Section 11.1 to the contrary notwithstanding, if the breach is of the Customer's obligation to make a payment to Avfuel when due, then Avfuel may declare all amounts owed to it under this Agreement immediately due and payable, and Avfuel, in addition to all other rights hereunder, may suspend its performance or terminate this Agreement forthwith and without giving Customer Notice or the opportunity to cure. Avfuel shall also have the right to offset any amount that Avfuel then or thereafter owes to Customer, to any guarantor of the Customer's obligations under this Agreement or to any affiliate entity that owns, is

owned by or is under common ownership with the Customer against any amounts owed by Customer to Avfuel. Customer warrants that it is authorized to make this commitment with respect to amounts owed by Avfuel to such guarantors and affiliate entities. In addition, Avfuel or its agents or employees may, without further Notice and without legal process enter onto any facility of Customer for the purpose of repossessing any item of Equipment or any personal property of any description owned by Avfuel, and Customer shall use its best efforts to assist Avfuel in such repossession. Exercise of the foregoing remedies shall not constitute a waiver of any amount due by Customer hereunder or of any damages accruing by reason of the breach of any of the terms or conditions of this Agreement. Fuels on board repossessed Equipment will become the property of Avfuel, and credited against any amount owed Avfuel by Customer at that day's market price.

11.3. The Party claiming a breach may waive that breach by giving Notice to the other Party in the manner set forth in Section 16 below. The waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other term or condition. Any failure of either Party to enforce rights or seek remedies arising out of any breach by the other Party shall not prejudice or affect the rights and remedies of that Party in the event of any subsequent breach by the other Party.

11.4. Except as set forth in Section 11.2, any dispute that arises under this Agreement, pursuant to Section 11.1 or otherwise, shall be submitted to a senior officer or other person having the authority to negotiate the resolution of such disputes for each Party. Those persons shall attempt, in good faith, to resolve the dispute, and no action in law or equity shall lie until the process set forth herein shall have run its course. If the dispute involves the payment of money, all undisputed amounts shall be paid when due regardless of whether the undisputed amount is only part of an invoice.

11.5. The exercise of a Party's right to terminate the Agreement or to exercise any other remedy shall not be deemed an election of remedies and shall be without prejudice to the non-breaching Party's rights to exercise any other remedy afforded to it by this Agreement or by law or equity. In any action related to the enforcement or breach of this Agreement, the prevailing Party shall have the right to recover its reasonable attorney's fees and costs actually incurred.

12. INSURANCE:

12.1. Customer shall secure and at its cost shall thereafter maintain in effect during the term of this Agreement the following insurance and furnish Avfuel a Certificate of Insurance evidencing: (1) aviation general liability insurance, including products and completed operations liability, with limits not less than one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage; and (2) automobile liability insurance with limits not less than one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage; (3) workers compensation covering all employees of Customer and (4) physical damage coverage covering the value of any leased Equipment. Insurance policies shall be issued by insurance companies acceptable to Avfuel (whose acceptance may not be unreasonably withheld), shall name Avfuel, or its subsidiary, as applicable, as an additional insured and/or loss payee, and shall provide for at least thirty (30) days' written Notice to Avfuel prior to cancellation or modification. Prior to the Effective Date stated in the Summary, and from time to time thereafter as requested by Avfuel, Customer shall furnish Avfuel a Certificate of Insurance evidencing compliance with this Section.

12.2. Customer may, if it chooses, apply for this insurance through Avfuel's subsidiary, Avsurance Corporation.

12.3. Avfuel currently offers to qualifying customers that participate in Avfuel's Brand Program ("Branded Dealers") the opportunity to participate in Avfuel's Excess Aviation Liability Insurance Program. To qualify, a Branded Dealer must maintain as its primary insurance coverage an Airport Liability Policy with premises, products and completed operations coverage of \$1,000,000 (combined single limit) issued by an insurer acceptable to Avfuel. This Program currently allows qualifying Branded Dealers, at no charge, to be designated as additional insured parties under an Excess Aviation Liability Insurance Policy secured by Avfuel, with excess coverage in the amount of \$50,000,000 against claims for bodily injury or property damage resulting from defects in any aviation gasoline and jet fuel that is supplied by Avfuel to the Branded Dealer and resold by the Branded Dealer to end users.

To participate in this Program and secure this excess coverage, the Branded Dealer must complete and submit to Avfuel the required Application and provide to Avfuel a Certificate of Insurance confirming its primary insurance coverage and naming Avfuel as an additional insured. A Branded Dealer becomes an additional insured under Avfuel's Aviation Products Excess Liability insurance coverage on the date that Avfuel delivers Notice to the Branded Dealer that its Application and Certificate of Insurance have been approved by Avfuel and the excess coverage will be applicable to occurrences following that date.

Avfuel reserves the right to discontinue this Program or to require the Customer to pay a charge for participation in this Program. But in that event, Avfuel will deliver Notice to the Branded Dealer at least thirty (30) days prior to the effective date of that discontinuance or cost change so that the Branded Dealer has the ability if it chooses to make alternative arrangements.

13. CUSTOMER CREDIT:

IN THE EVENT THAT AVFUEL CHOOSES TO DELIVER GOODS OR SERVICES THAT HAVE NOT BEEN PAID FOR IN FULL BY WIRE TRANSFER PRIOR TO THE TIME OF THAT DELIVERY, AVFUEL SHALL BE CONSTRUED AS HAVING EXTENDED CREDIT TO CUSTOMER AND THE TERMS AND CONDITIONS IN THIS SECTION SHALL APPLY.

13.1. Credit terms may not be used during any period in which the Customer is in breach of its obligations under this Agreement. In addition to the provisions of Section 11 of the General Terms and Conditions, for the specific purposes of this Customer Credit Program, the Customer will be in breach if (a) any amount charged to the Customer's account is not paid in accordance with the agreed upon payment terms; (b) if and for so long as the Customer is in breach of any of its obligations under any Agreement with Avfuel or any of its subsidiaries; or (c) if Avfuel determines that there is any misrepresentation or breach of a warranty by the Customer under or with respect to any Agreement with Avfuel. Use of credit is limited to the amount specified in the Special Terms and Conditions of this Agreement. No purchase may be made which would cause the total amount owed under this Agreement to exceed that credit limit.

13.2. Upon termination of this Agreement, Customer shall have no right to credit terms for new purchases, but all obligations incurred prior to the termination, as well as all remedies provided for default or breach, shall survive. If Avfuel, intentionally or unintentionally, permits any purchases on credit after termination, then the terms of this Agreement shall pertain to those charges.

13.3. Subject to the approval by Avfuel at its offices in Michigan, all purchases by Customer for which Avfuel does not receive payment at or prior to the time of delivery to Customer shall be charged as principal to Customer's account. Avfuel may require Customer or Customer's authorized representative, as a condition of delivery or at any time thereafter, to give receipt for all deliveries in writing and to sign sales slips and other documents in Avfuel's opinion necessary to record or substantiate any or all transactions resulting in a charge to Customer's account.

13.4. Avfuel shall invoice Customer for all Products delivered to Customer or to Customer's designees. Invoices shall include the selling price of the Products delivered, taxes, duties, and any other charges as separate line items. Each invoice will be payable in full on or before that due date specified in that invoice.

13.5. Unless otherwise determined by Avfuel in its discretion, all payments received will be applied by Avfuel (subject to collection of remittance if other than cash) first to interest, if any, accrued on Customer's account, then to the unpaid principal balance owed upon such account in direct calendar order of due date.

13.6. Customer agrees to pay to Avfuel upon demand a fee of \$50.00 for each check, draft or other form of remittance that is not honored by the drawee upon due presentment by Avfuel or its agents.

13.7. From time to time, Avfuel may send Customer a statement of Customer's account for Customer's information showing in summary, or in such detail as Avfuel may deem appropriate, current transactions Avfuel posted to Customer's account to date thereof, the amount of interest (if any) which has accrued, and the balance owing thereon; however, the failure of Avfuel to furnish any such statement shall not relieve Customer of the obligation to make payment against invoices when due in accordance with the other terms of this Agreement. Customer agrees to review all statements promptly after receipt, and shall have fifteen (15) days from date of receipt to notify Avfuel in writing of any discrepancies. If no such Notice is given, such statement shall be conclusively presumed correct.

13.8. In the event that any invoice is not paid in full by the due date stated therein, the unpaid amount of the invoice shall bear interest until paid at the lower of 18% per annum or the highest rate which may lawfully be contracted for, charged and received according to applicable law for business purchases at the time of delivery. Notwithstanding anything in this Agreement to the contrary, Customer shall never be obligated to pay and Avfuel shall never be entitled to receive any interest upon any indebtedness incurred by Customer pursuant hereto in excess of the maximum contract rate of interest authorized by applicable law for business purposes, and it is expressly understood and agreed that if Avfuel shall render any charge for the payment of usurious interest, such charge shall be automatically and unconditionally reduced to the maximum non-usurious amount, and the excess, if paid, shall be applied as credit to Customer's account. If such application results in a credit

balance in Customer's said account, such balance shall be refunded to Customer or applied to the next due amount in such account as Customer shall direct.

13.9. If, at any time during the term of this Agreement, the financial responsibility of Customer becomes impaired or unsatisfactory to Avfuel, in the sole judgment of Avfuel, Avfuel, effective immediately upon delivery of Notice to Customer, may require the advance cash payment or other security satisfactory to Avfuel for any shipment of fuel and shipment may be withheld until such payment or security is received.

13.10. For the purpose of securing a payment of all indebtedness of Customer to Avfuel from time to time outstanding (including, without limitation, any amounts due under this Agreement or any other agreement or instrument between Avfuel and the Customer) grants to Avfuel a purchase money security interest in and to all of Customer's inventory of the Products purchased from Avfuel, and all accounts, contract rights and other proceeds from such inventory, whether now owned or hereafter acquired. Customer warrants that the purchase money security interest granted herein is and shall remain superior to any other security interests granted by Customer to any other entity. For so long as this Agreement is in effect, all of Customer's inventory of aviation fuels will be presumed to be Products purchased pursuant to the Agreement and subject to the purchase money security interest granted by this Agreement. Customer hereby authorizes Avfuel to sign and record all financing statements and other instruments which Avfuel may reasonably require in order to create, perfect and continue in force said security interest and first priority lien. Customer authorizes Avfuel to file a true copy of this Agreement in lieu of any financial statement. The rights and obligations of Avfuel and the Customer under and with respect to the security interest and first priority lien created by this Section shall be interpreted in accordance with the Uniform Commercial Code in effect in the state of the Billing Address of the Customer as stated in the Summary.

14. CREDIT, CHARGE CARD, AND PAYMENT ACCEPTANCE:

14.1. Customer is participating in Avfuel's Credit, Charge Card, and Payment Acceptance Program (the "Payment Acceptance Program") Accordingly, unless otherwise agreed in writing, Customer must use Avfuel's platform and gateway for all its payment processing needs and Customer shall honor any valid credit or charge card or other non-card based payment modality listed as accepted in the most current Acceptable Card and Payment List ("ACL") issued by Avfuel and published from time to time on its website at Avfuel.com (the "Accepted Cards") for the purchase by the party to which that card/payment method is issued (the "Cardholder") of products and services if the purchase has been specifically approved by Avfuel. To the extent that a non-card payment modality is not listed among the Approved Cards on the ACL, Customer shall be allowed to process such payment outside of Avfuel's gateway until such payment modality is included among the Approved Cards on the ACL.

14.2. Customer shall prepare a voucher for each transaction (a "Card Transaction") with an Accepted Card (a "Voucher") and shall promptly submit that Voucher to Avfuel. The term "Voucher" means an electronically prepared credit card slip or other written record of a credit sale in form acceptable to Avfuel that has been fully completed by Customer and for which Customer is retaining a copy signed a person authorized to use that Accepted Card (an "Authorized User"). Each Voucher must be submitted electronically by means of an approved point of sale machine or point of sale software system (a "POS Device") in accordance with the instructions contained in the then current edition of Avfuel's Manual that can be viewed or downloaded at Avfuel's website at Avfuel.com or according to the approved point of sale software vendors instructions. In all Card Transactions, the Customer is responsible for making sure that the card presented is an Accepted Card and is not expired and that the person signing the Voucher is an Authorized User. In Card Transactions where the Voucher is first prepared manually, the Customer is also responsible to make sure that the Voucher is complete and legible. If imprinted and hand written amounts on a Voucher do not agree the lesser amount shall be presumed to be correct. The Customer shall make a manual imprint of all cards electronically processed but requiring that the card number be entered manually, in order to prove that the card was present at the time of sale. "Promptly" means batches of Vouchers should be submitted (settled) at least once per day and by 11:00 PM Central Time but in no case any less frequently than once every 72 hours. Customer must keep copies of signed Vouchers and summaries for a period of seven (7) years and supply Avfuel with duplicates if requested. Manual Card Transactions are for pre-arranged emergency processing only and are not accepted under most circumstances. Higher discount rates apply for manual Card Transactions and electronic Card Transactions not settled and received daily by 11 pm Central Time.

14.3. Upon receipt from the Customer of a properly prepared and processed Vouchers, Avfuel shall, on its normal schedule, remit to Customer or, as Avfuel

may elect, credit Customer's fuel purchase account with Avfuel, in an amount equal to the total face amount of all such Vouchers less such discounts as applicable according to Avfuel's then current Accounts Receivable Discounts Schedule ("ARDS") issued to Customer by Avfuel and subject to adjustments and chargebacks as provided in Section 14.7 below and less any fees for AVTRIP point awards. In addition to any lien rights which Avfuel might otherwise possess as a result of services provided to the Cardholder, upon Customer's receipt of the payment or credit from Avfuel for the Vouchers generated from the Customer's sales to that Cardholder, the Customer automatically and irrevocably transfers to Avfuel any lien rights that Customer has or may have with respect to any property owned by the Cardholder arising from the Card Transaction(s) for which those Vouchers were issued. Avfuel's ARDS is subject to change upon five (5) days prior written Notice.

14.4. Customer acknowledges merchant processing instructions and rules and regulations established by the issuers of the Accepted Cards (the "Issuers") in the Issuers' websites that are included in or referenced in Avfuel's website at Avfuel.com and agrees to abide by these instructions, rules and regulations, as updated from time to time by the Issuers. Furthermore, Customer agrees to comply with all Data Security Standards and Data Security Policies of the Issuers (the "PCI/DSOP Requirements") and certifies to Avfuel that it is and will continue to be compliant with those PCI/DSOP Requirements. Customer shall defend, indemnify and hold harmless Avfuel and its credit card processor from any claims based on Customer's non-compliance with Customer's commitments in this Section including but not limited to penalties, fines, and any costs incurred in responding to any action alleging such non-compliance. Customer understands that failure to be fully compliant with the PCI/DSOP Requirements may result in loss of right to process Card Transaction under the Payment Acceptance Program.

14.5. Customer acknowledges receipt of, and agrees to observe, Avfuel's current instructions for recording and processing Card Transactions that are included in Avfuel's website at Avfuel.com. Avfuel reserves the right to amend any and all instructions in its website and to add new instructions to its website from time to time, and Customer agrees to be bound by all such amendments and new instructions. Avfuel also reserves the right to issue new or revised forms, POS Machines, software and imprints from time to time, and to issue instructions regarding their use to be effective upon five (5) days prior written Notice.

14.6. Customer shall be solely liable and responsible for charging and subsequent remittance of all taxes to the proper authorities for all Card Transaction regardless of whether charged to purchaser. Avfuel does not assume any responsibility for the setup, tax rate, reporting or payment of any tax applicable to sales or other transactions resulting in credit card accounts receivable and Customer shall defend, indemnify and hold harmless Avfuel from any such claims. CUSTOMER IS SOLELY RESPONSIBLE FOR KNOWING THE TAXES THAT MUST BE CHARGED FOR EACH CARD TRANSACTION AND FOR PROPER SETUP FOR TAXES IN ANY ELECTRONIC SYSTEM AND THE MAINTENANCE OF THAT ELECTRONIC SYSTEM.

14.7. Without limiting the generality of other provisions of this Agreement or in Avfuel's website at Avfuel.com pertaining to charge backs, it is specifically understood and agreed that Avfuel may decline to accept or, if accepted, may subsequently charge back to Customer any Voucher:

14.7.1. Where any of the required information is omitted or illegible;

14.7.2. That is imprinted or processed with an expired credit card;

14.7.3. Covering a purchase not authorized by the Cardholder or involving fraud or any misuse of a credit card by the purchaser with or without Customer's knowledge;

14.7.4. Covering a transaction that has not been authorized by Avfuel or does not carry a valid authorization code;

14.7.5. Covering a transaction or series of related transactions (constituting in the reasonable opinion of Avfuel a single sale transaction) the aggregate face amount of that exceeds any of the single sale limitations to which the parties hereto may agree;

14.7.6. That becomes the subject of a dispute between Customer and Cardholder, including but not limited to cases where the Customer did not conspicuously post at its facility and print on a work order signed by the Cardholder the Customer's return policy for goods and services.

14.7.7. Where the Authorized User has not received a copy of the Voucher;

14.7.8. For which Customer has received or will receive any payment or reimbursement from any person other than Avfuel;

14.7.9. Where Customer has granted any right of ownership or security interest to any person other than Avfuel unless the invoice is accompanied by a written waiver of such interest;

14.7.10. Presented by Customer to Avfuel more than ten (10) days after the transaction date;

14.7.11. If the Card Transaction occurred or was settled after the date of expiration or termination of this Agreement;

14.7.12. Created by any person other than Customer, or in any transaction other than a Card Transaction in which Customer has sold merchandise or services to a purchaser presenting an Accepted Card for use in payment for that Card Transaction;

14.7.13. That are charged back to Avfuel or rejected for processing by an Issuer or processor for any reason at all; or

14.7.14. That in any other manner does not conform to this Agreement or with Avfuel's or Issuer's instructions for recording and processing Card Transactions in its website at Avfuel.com.

14.7.15. Where Customer has processed a post authorization transaction with no authorization, a fake authorization or an authorization received from anyone other than the company issuing the card

14.8. In the event that a charge back exceeds the credit balance in Customer's fuel purchase account then carried by Avfuel, Customer agrees to pay such excess within three (3) days after notice that such excess is due. Upon reimbursement, title to the Voucher(s) that include such excess and the indebtedness represented thereby (to the

extent of such excess) shall pass to Customer. If any funds come into Avfuel's possession for any voucher that has previously been charged back to Customer, Avfuel will promptly credit the full amount thereof to Customer's account. Avfuel's charge back rights and rights of recourse against Customer shall survive the termination of this Agreement.

14.9. Cash advances may not be charged on any Accepted Card and charges for fuel in Vouchers shall only include charges for fuels from stocks delivered by and purchased from Avfuel.

14.10. From time to time, Avfuel will send Customer a Credit Card Remittance Summary for Customer's information showing in such detail as Avfuel may deem appropriate the Card Transactions and amounts that have been credited to Customer's account or paid to Customer during the period since the last report. The failure of Avfuel to furnish a Summary shall not relieve Customer of any obligations under the Payment Acceptance Program. Customer agrees to review all such Summaries promptly after receipt. In any event, Customer shall be solely responsible for making sure that it has received proper payment for each Card Transaction submitted. Customer shall have forty-five (45) days from the date of a Card Transaction to provide Avfuel Notice that the Card Transaction has not been properly accounted for or that payment has not been received. If no such Notice is given, such Card Transaction shall be conclusively presumed to have been settled and closed.

15. ASSIGNMENT: Customer shall not assign its rights or delegate its obligations under this Agreement, in whole or in part, unless with the prior written consent of Avfuel, which consent will not be unreasonably withheld. Any transfer of a controlling interest in Customer shall be deemed an assignment requiring the consent of Avfuel.

16. NOTICES: All notices permitted or required under this Agreement (each a "Notice") shall be in writing. Notices by facsimile or email transmission shall be deemed "delivered" on the date of confirmed transmission, without error, to the fax number or email address designated in the Summary. Notices by mail shall be deemed delivered three (3) business days following the date deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed to the Party at the address of the principal office. Notices sent by overnight courier shall be effective on the next business day following deposit with the overnight courier for overnight delivery with the delivery fee prepaid, addressed to the Party at the address of the principal office, and with instructions to obtain the signature of the addressee.

17. PROGRAM PARTICIPATION:

17.1. The provisions of these General Terms and Conditions will apply to the BRAND PROGRAM, AVTRIP PROGRAM, AVSURANCE PRIMARY COMMERCIAL INSURANCE PROGRAM, CONTRACT FUEL PROGRAM, and EQUIPMENT LEASE PROGRAM that are described in the subparts below (each a "Program") except to the extent these provisions are inconsistent with the provisions in the subpart describing that Program.

17.2. If the Customer participates in any Program, whether by formally electing to participate in that Program by selection in the Summary or by informally electing to participate in that Program by taking part in the benefits of that Program, the Customer will be bound by and subject to the provisions in the subpart relating to that Program, as supplemented by the provisions of these General Terms and Conditions.

17.3. Avfuel reserves the unilateral right to amend, suspend, or terminate any Program at any time effective upon written Notice to the Customer. Termination of Customer's participation in any one Program shall not be construed as terminating the Agreement or Customer's participation in another Program.

18. EXCLUSIVE JURISDICTION: Each Party irrevocably and unconditionally agrees that venue and jurisdiction for the resolution of any dispute and the enforcement of any rights in any way arising from or relating to this Agreement shall exclusively be the courts of the state of Michigan sitting in Washtenaw County, and any applicable Michigan appellate court. This Agreement shall be construed as having been made and entered into in the State of Michigan. Each Party submits and consents to personal jurisdiction in Washtenaw County, Michigan, and agrees that it is a convenient forum to resolve any such disputes and enforce any such rights, each Party hereby waiving to the fullest extent possible the defense of an inconvenient forum. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in any jurisdiction anywhere in the world.

19. EXCLUSIVE GOVERNING LAW: This Agreement, and all other matters arising from or relating to this Agreement, are exclusively governed by, and exclusively construed in accordance with, the laws of the State of Michigan, without

20. SEVERABILITY: In the event that any court of competent jurisdiction shall determine that any provision of this Agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.

21. ENTIRE AGREEMENT/AMENDMENTS: This Agreement, including all of its parts, sets forth the entire agreement between Avfuel and Customer with respect to the subject matter hereof and there are no other terms or conditions, oral or written, express or implied, relating to or otherwise affecting such subject matter. No term or condition of the Summary or Special Terms and Conditions shall be changed, supplemented, cancelled or waived unless in writing and signed by both Avfuel and Customer. Avfuel reserves the right at any time and from time to time to amend these General Terms and Conditions and the Programs. The General Terms and Conditions and the Programs, as amended from time to time, are posted at www.avfuel.com. If Avfuel and Customer have, prior to the effective date, been parties to any other agreement relating directly to the sale of Products to Customer (a "Prior Agreement"), such Prior Agreement, except for guarantees, shall be superseded as of the effective date and all rights and obligations between Avfuel and Customer with respect to the supply of Products from and after the effective date shall be governed by the terms of this Agreement. The terms and conditions of such Prior Agreement shall, however, remain in full force and effect with respect to rights and obligations relating to the supply of Products prior to the effective date and nothing contained in this Agreement shall be construed as terminating or otherwise affecting any such rights or obligations.

BRAND PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S BRAND PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and has elected to participate in Avfuel's Brand Program. Accordingly, Avfuel hereby licenses Customer as a dealer ("Branded Dealer") to use Avfuel's Brand Names and Trademarks subject to the provisions set forth herein. All trade names, trademarks, service marks, logos and other commercial symbols that Avfuel either owns or has the right to sub-license (the "Intellectual Property") shall be and remain the property of Avfuel. Further all signs, decals, graphic materials and other tangible property supplied by Avfuel which bear or are imprinted with any of the Intellectual Property or are used to imprint or display the same (the "Branded Property") and all replacements thereof shall be and remain the property of Avfuel. Any use of the Intellectual Property or the Branded Property by the Customer otherwise than as expressly authorized by this Agreement is hereby expressly prohibited. Upon termination of Customer's participation in the Brand Program Customer shall, at its expense, de-install and return to Avfuel all salvageable signage and return or destroy all other items that identify Customer as a branded Avfuel dealer.

2. Avfuel agrees to supply to Customer, for Customer's use and possession during the term of this Agreement such signs, decals, and other graphic materials as Avfuel deems necessary in order to identify Customer as an Avfuel Branded Dealer. Unless otherwise agreed in writing, Avfuel will bear all costs of such materials.

3. Customer shall be responsible for obtaining all necessary permits and for installation of all Branded Property including (without limitation) all electrical and other connections, and shall make sure that all installations shall comply with all brand specifications and with all applicable state and local codes, ordinances and governmental regulations (if any). Unless otherwise agreed in writing, the Customer will bear all costs of installation. No signage shall be installed so as to become a fixture upon real property. The use of color schemes and Intellectual Property painted on facilities and equipment owned by Customer or others and used in the conduct of Customer's business, shall comply with particular and displayed specifications. Customer shall be responsible for maintenance and upkeep of Branded Property and Paint-ons, and agrees to keep and maintain the same at all times in a good, clean, safe, operative and first-class condition, neatly painted and displayed. If any of such installation or maintenance is performed by Avfuel, Customer agrees to remit upon demand all costs thereof, including (without limitation) all expenditures for labor, materials and the like. If any Branded Property is damaged, lost or destroyed while in Customer's use, possession or control, or if Customer shall deliver any of such property to anyone not herein expressly authorized to use or possess it, Customer agrees to repair, recover or replace such property forthwith, at Customer's expense.

4. Customer shall keep all Branded Property insured at all times against loss, theft, fire or physical damage, up to the full replacement cost thereof, designating Avfuel as the loss payee. The Customer shall pay when due all personal property taxes and assessments assessed against the Branded Property and shall neither suffer nor

permit any lien or encumbrance or any attachment against any of such Branded Property.

5. Customer agrees that it will not use or display any Branded Property or Intellectual Property: (a) in a manner which causes or is calculated to cause confusion among patrons of Customer or the general public as to the type, characteristics, quality, manufacture or sponsorship of any fuel or other product which Customer offers for sale; (b) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Avfuel; or (c) for the purpose of selling or offering for sale any product which has been diluted or adulterated, whether intentionally or not. Customer further agrees that it will at all times maintain its facilities and conduct its operations in compliance with those standards and procedures established from time to time by Avfuel and applicable to aviation fixed base operators displaying any of the Intellectual Property. Such standards and procedures may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. Avfuel may, but shall be under no obligation to conduct periodic tests and inspections as it may deem appropriate to evaluate compliance with this Agreement. Copies of all test and inspection reports shall be given to Customer. It is expressly understood that the purpose of any such tests or inspections is to assist Customer in complying with the standards set for a Branded Dealer. By performing such tests or inspections Avfuel assumes no responsibility for Customer's failure to comply with the Standards or for safety hazards, latent or patent, created or maintained by Customer. If Avfuel determines, in its sole discretion, that Customer is or has violated this provision, then Avfuel may suspend or terminate Customer's right to use Avfuel's Brands and or Trademarks.

AVTRIP PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S AVTRIP PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and has elected to participate in Avfuel's AVTRIP Program a marketing incentive program intended to reward pilots who choose to purchase fuel and services from participating Avfuel dealers.

2. Customer will:

2.1. Use its best efforts to enroll pilots in the AVTRIP Program;

2.2. Award all participating pilots two AVTRIP Points for each U.S. gallon of fuel purchased from Customer and, at Customer's discretion, a minimum of one point for each U.S. dollar, or part thereof, spent by a participating pilot for parts and services at Customer's facilities;

2.3. Pay to Avfuel, by deduction from amounts due to Customer or in cash if no amounts are due Customer, \$.01 for each AVTRIP point awarded;

2.4. Maintain complete records of all points earned by participating pilots;

2.5. Train its personnel in the operation of the AVTRIP Program, and prominently post written materials relating to AVTRIP in and around its facilities in order to encourage pilot participation in the program; and

2.6. Promptly send all enrollments to Avfuel so that the enrollee can be added to the list of AVTRIP participants. Not less frequently than every two weeks, Customer will send Avfuel copies of all records pertaining to points earned by pilots that have not been previously reported via POS transmission, and remit to Avfuel all sums due hereunder.

3. Avfuel will:

3.1. Act as the administrator of the AVTRIP Program; and

3.2. Include the AVTRIP Program in its local, national and international marketing and advertising efforts as it deems appropriate to encourage pilot participation in the AVTRIP Program.

4. The price charged to any pilot for fuel, parts or service shall not be based on whether a pilot participates in the AVTRIP Program.

5. Avfuel reserves the unilateral right to amend, suspend, or terminate the AVTRIP Program at any time effective upon written notice to the Customer. Avfuel also reserves the right to terminate any individual's participation at any time for misuse of the AVTRIP card, violation of the rules of the program, or inactivity for a period of twelve (12) consecutive months. Customer may withdraw from this Program

FBO Aviation Fuel Supply Agreement upon ninety (90) days' Notice to Avfuel. See Section 16 of the General Terms and Conditions regarding Notices. Termination of Customer's participation in this Program shall not be construed as terminating the Agreement or Customer's participation in any other program.

CONTRACT FUEL DEALER PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S CONTRACT FUEL DEALER PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and has elected to participate in Avfuel's Contract Fuel Dealer Program (the "CFD Program"). Accordingly, Customer agrees to sell and deliver to clients who participate in Avfuel's Contract Fuel Program (the "CFCs" or a CFC" as the context may require) aviation fuel supplied by Avfuel and other products and services supplied by the Customer. A CFC is a person or entity that has executed a Contract Fuel User's Agreement with Avfuel or that is specifically authorized in writing, in accordance with authorization procedures established from time to time by Avfuel, and is included in a listing of purchasers eligible to purchase aviation fuel and other products and services under the CFD Program. The Customer will secure authorization from Avfuel before completing a sale to a CFC and the failure to obtain such authorization may result in Avfuel's dishonor of the invoice for that sale.

2. Subject to agreement between Customer and Avfuel, Products supplied hereunder shall be supplied from either Avfuel inventory on site or from Customer inventory. If, as a convenience to Customer, Avfuel maintains inventory at Customer's facility then Customer agrees to the following: (a) if Avfuel's inventory is held separately in a segregated storage facility, Customer will withdraw fuel from that facility only to supply authorized CFCs and (b) if Avfuel's inventory is commingled with the inventory of the Customer (and, if applicable, third parties) in unsegregated facilities, Customer will not use or permit others to use Avfuel's inventory to supply parties other than authorized CFCs and to that end Customer shall not at any time make or permit withdrawals from that facility that would reduce the fuel in such facilities below the level of Avfuel's inventory (and, if applicable, the inventories of third parties). Customer shall measure Avfuel's inventory and reconcile that inventory on an ongoing basis. Reconciliation reports, in a form satisfactory to Avfuel, shall be delivered to Avfuel no later than the 5th day following the end of each month. If Avfuel's inventory is commingled in an unsegregated storage facility, gains and losses shall be allocated proportionally to the parties sharing the storage facility based on receipts of fuel during the month and losses shall be limited to no more than 1/4% of total receipts for per annum. Book inventory shall be adjusted to coincide with actual inventory each month. Unless the Products are contaminated by an act or omission of Dealer, Avfuel will be liable if the Products do not conform to specifications. If the Products are supplied from the Customer's inventory, the Customer will be liable if the Products do not conform to specifications. Customer shall maintain Avfuel's inventory level in accordance with Avfuel's guidelines and shall specify when ordering fuel whether that fuel is for Customer's or Avfuel's inventory (which is subject to approval by Avfuel).

3. Under the CFD Program, all aviation fuel delivered by the Customer to a CFC will be deemed sold by Avfuel and will be at the prices and terms independently established between Avfuel and the CFC. If Avfuel maintains an inventory of aviation fuel at the Customer's facilities, then aviation fuel supplied by the Customer to CFCs will be drawn from Avfuel's inventory. If Avfuel does not maintain an inventory of aviation fuel at the Customer's facilities, then aviation fuel supplied to a CFC is drawn from the Customer's inventory and Avfuel will account for that aviation fuel by issuing a credit to the Customer equal to the Customer's cost for that aviation fuel, including applicable taxes, based upon the Customer's cost for the last load of aviation fuel purchased from Avfuel prior to the date of supply to the CFC.

4. The charges for all aviation fuel supplied to the CFC will be payable solely to Avfuel. Avfuel will be responsible for collecting and remitting any taxes imposed thereon by any local, state or federal taxing authority. Avfuel will invoice and collect those charges and taxes from the CFC. Avfuel, as the seller of all aviation fuel supplied to the CFC, will be the holder of and have the sole right to exercise all lien rights under applicable law on the aircraft into which that aviation fuel is supplied. In addition to any lien rights which Avfuel might possess as a result of services provided to a CFC, upon Customer's receipt of the credit from Avfuel for the vouchers generated from the Customer's deliveries of fuel to that CFC, the Customer automatically and irrevocably transfers to Avfuel any lien rights that Customer has or may have with respect to any equipment or other property owned by the CFC arising from such deliveries of fuel.

5. In all sales of aviation fuel drawn from Avfuel's inventory, title to that aviation fuel will be retained by Avfuel until the point in time that the aviation fuel enters into the aircraft of the CFC, at which point in time title will pass to the CFC. In all

sales of aviation fuel drawn from Customer's inventory, title to that aviation fuel will be retained by the Customer until the point in time that the aviation fuel enters into the aircraft of the CFC, at which point in time title will pass instantaneously first to Avfuel and then to the CFC. The risk of loss or contamination of aviation fuel will be borne at each point in time by the party who or which holds title to that aviation fuel at that point in time. If, while Avfuel holds title, any aviation fuel is lost or contaminated as a result of the acts or omissions of the Customer, then the Customer will be liable to Avfuel for that loss or contamination.

6. The into-wing services provided by the Customer in delivering the aviation fuel to the CFC and any other services or products other than aviation fuel to the CFC for which a fee is charged will be deemed sold by the Customer to the CFC. The Customer's fees to CFC's for into-wing services will be at a charge equal to the lowest charge imposed by the Customer to any other purchaser of aviation fuel at the FBO, less the discount that would be applicable to that charge under Avfuel's Payment Acceptance Program (in that Avfuel will incur the discount in collecting that charge from the CFC). All other services and products will be supplied at the Customer's normally established rates. Such other products may include, without limitation, lubricants, spare parts, food and other amenities. Such other services may include, without limitation, flowage fees, tie-down services, catering services and similar services that expedite deliveries and facilitate arrangements for the CFC. No cash advances will be permitted as "other products or services". The Customer will supply all such other products or services as an independent contractor to the CFC and not as an agent or a subcontractor of Avfuel.

7. All other products and services that are supplied by Customer to CFCs will be provided in accordance with procedures and quality standards that are commercially reasonable and that comply with all legal requirements in the jurisdiction where the Customer's facilities are located. Customer will be solely liable if such other products and services do not conform to such standards, procedures or requirements.

8. The charges for all other products and services supplied by the Customer to the CFC will be payable solely to the Customer. The Customer will be responsible for collecting and remitting any taxes imposed thereon by any local, state or federal taxing authority. Customer may directly invoice and collect such charges from the CFC. Alternatively, at the Customer's option, Customer may assign to Avfuel for collection the account receivable from the CFC for other products and services supplied by the Customer (a "CFC Receivable"). If the Customer assigns a CFC Receivable to Avfuel, then Avfuel will issue a credit to the Customer's account for the amount of that CFC Receivable and Avfuel will thereafter invoice, collect and retain those charges from the CFC.

9. Any fees for any services supplied by the Customer in the delivery of aviation fuel to a CFC, including, without limitation any flowage fees or into-wing fees, will be earned by the Customer only after it has completed delivery of the entire load of aviation fuel into the aircraft of the CFC and title to that aviation fuel has passed to the CFC. Initial into-wing fees are established in the Special Terms and Conditions and, subject to the "most favored customer" provision in Paragraph 6, Customer may change those fees upon seven (7) days written Notice to Avfuel.

10. Customer will generate an electronic written record (a "Ticket") of all aviation fuel supplied to a CFC at the Customer's facility. Each Ticket will include the following information: the CFC's name; the authorization number; pilot's name; aircraft registration number; flight or ID number provided by the CFC if applicable, transaction date(s); and type and quantity of fuel products provided, as measured in U.S. gallons. In addition, if the Customer assigns to Avfuel the CFC Receivable for other products and services supplied by the Customer to the CFC, the Customer will include in the Ticket the type and quantity of such other products or services and the charges payable by the CFC for such other products or services. Any charges for such other products or services must be separately stated and clearly identified as fees charged by the Customer that are separate from and independent of the amounts charged by Avfuel for aviation fuel. The pilot or other responsible representative of the CFC shall sign and be given a copy of the completed Ticket.

11. The Ticket (or all information required to be shown on the Ticket) for each sale to a CFC shall be delivered to Avfuel by POS Transmission within twenty-four (24) hours following the completion of that sale. The original Tickets shall be kept on file by Customer for a period of five (5) years from the invoice date and will be sent to Avfuel upon request. Avfuel will from time to time provide Customer with instructions for processing these transactions and may provide the forms for doing so. Avfuel reserves the right to change these procedures upon seven (7) days written Notice to Customer.

12. The total amount due with respect to each Ticket shall be paid or credited to Customer's by Avfuel within ten (10) days following Avfuel's receipt of the Ticket.

13. Except as provided herein, all Tickets will be accepted by Avfuel without recourse. The exceptions are: a) Customer warrants the validity of all charges, and

any charge that is disputed by the CFC, correctly or incorrectly, on grounds that the charge is invalid or inaccurate or that the aviation fuel, products or services supplied were unsatisfactory, not performed or not delivered may be charged back to Customer at Avfuel's option; b) charges not previously authorized by Avfuel may be charged back to Customer at Avfuel's option; and c) any Ticket that is incomplete, illegible, or is otherwise not prepared in accordance with Avfuel's processing instructions may be charged back to Customer at Avfuel's option.

EQUIPMENT LEASE PROGRAM:

IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S EQUIPMENT LEASING PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has elected to participate in Avfuel's Equipment Lease Program. Accordingly, Avfuel, either for its own account or through one of its subsidiaries, agrees to deliver and lease the equipment identified in the Special Terms and Conditions (the "Equipment") at the lease rates shown in the Special Terms and Conditions to Customer for its sole use. All additional equipment or replacement equipment delivered to Customer but not listed in the Special Terms and Conditions shall also constitute Equipment subject to the provisions of this Section. For example, Customer may lease POS equipment from Avfuel at the then current lease price. Customer hereby agrees to pay Avfuel in advance the monthly lease payments prorated for any partial month. Avfuel may increase the rent during the term of the Lease upon 30 days written Notice. Customer shall be permitted to notify Avfuel within the first 15 days of that Notice period of its intention to terminate the lease effective on the date that the increase goes into effect. If Avfuel rescinds the rate increase, the lease shall continue in effect at the then current rates. If it does not rescind the increase, the lease shall expire on the date the increase goes into effect. Unless otherwise agreed, the term of the lease of each item of Equipment (a "Lease") shall correspond to the term of this Agreement.

2. Avfuel will advance the costs for the transport of the Equipment from the Avfuel facility to the Customer's facility and the responsibility for those costs will be as follows: (a) if the initial term of the Lease is less than five (5) years, at the time of delivery of the Equipment Avfuel will invoice the Customer for those advanced costs and the Customer will pay that invoice within twenty (20) days; (b) if the initial term of the Lease is five (5) years or more but is terminated before the end of the first five (5) years of that initial term as a result of the default by the Customer (truck lease being terminated for any reason other than a Default by Avfuel), then at the time of that termination, Avfuel will invoice the Customer for those advanced costs and the Customer will pay that invoice within twenty (20) days; and (c) if the initial term of the Lease is at least five (5) years and is not terminated before the end of that initial term, then Avfuel will bear those advanced costs without any right of reimbursement from the Customer.

3. Customer shall inspect the Equipment and shall make written notes as to any defects that are observed. A copy of all such notes shall be faxed or emailed to Avfuel within forty-eight (48) hours after the Equipment is delivered to the Customer. The failure to make and deliver those notes within that period will constitute the Customer's acknowledgement that there were no defects in the Equipment at the time delivered to the Customer.

4. Avfuel warrants that it has all necessary rights to lease said Equipment to Customer. Further, the parties agree that as between themselves, Avfuel has title to the Equipment and Customer shall keep the Equipment free of liens and shall not do or permit anything to be done that will prejudice the title of Avfuel, or its rights in the Equipment. Each item of Equipment shall bear a legend denoting it as the property of Avfuel and Customer shall not remove or deface that legend under any circumstances. Customer also agrees and understands that Avfuel may file such evidence of its ownership of the equipment as may be necessary in the state where the equipment is located.

5. AVFUEL MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING DEFECTS IN MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PURPOSE, OR WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT THAT APPEARS IN THE SPECIAL TERMS AND CONDITIONS.

Any of the Equipment that is used to store or transport Products shall be used solely for storing or transporting Products supplied to Customer under this Agreement.

7. The Equipment is not licensed or titled for use on public roads. The Equipment shall not be moved from the facility to which it was delivered nor operated on any public road without the prior written consent of Avfuel.

8. Customer will comply with all laws, ordinances and regulations applicable to the possession, operation or use of the Equipment and will demonstrate compliance upon request.

9. The maintenance obligations with regard to the Equipment are as follows.

9.1. Except as set forth in Section 9.2 below, Customer will maintain the Equipment in as good a condition as it was on the day of delivery, normal wear and tear excepted. Customer shall, at its sole expense, provide all preventative maintenance (including but not limited to lubrication, oil and filter changes, etc.), repairs, and replacement parts as are necessary to preserve the Equipment in good operating condition and in compliance and in conformity with all laws, rules, regulation, and industry standards which are applicable to the operation of the Equipment. Customer shall also be responsible for all meter calibration and certification (meters are not calibrated or certified when delivered) and all tire maintenance, repair, and replacement. **CHANGING A TIRE ON A REFUELER TRUCK IS VERY DANGEROUS AND MUST NOT BE ATTEMPTED BY UNTRAINED PERSONNEL. CUSTOMER AGREES THAT IT WILL PERMIT TIRES TO BE CHANGED ONLY BY AN OUTSIDE CONTRACTOR WHO IS PROFESSIONALLY TRAINED TO DO SUCH WORK.** Customer shall keep complete and accurate maintenance records and Avfuel is entitled to inspect the Equipment and the maintenance records at any time during regular business hours. At Avfuel's option, any item of repair or maintenance that would be the responsibility of Customer may be performed by Avfuel and billed back to Customer as additional rent. Customer shall not make any alterations or modifications to the Equipment of any kind including but not limited to painting, mounting of radios or antennas, applying decals or lettering without the prior express written consent of Avfuel.

9.2. Avfuel shall be responsible for the following refueler truck repairs when, in its opinion, repair is necessary: overhauls or replacement of the engine, transmission, differential, or belly valve. Avfuel shall be permitted access to the Equipment at any reasonable time in order to perform the repairs and modifications, which are its obligation hereunder. Repairs and maintenance to be performed by Avfuel shall be completed within a reasonable time after it learns of the need for such repairs. Avfuel assumes no responsibility for loss of use or any other items of ancillary damage, which may be caused by, or result to Customer by reason of the fact that the Equipment becomes inoperable. If any such repair or maintenance is required as the result of intentional conduct, negligence, or failure to perform repair or maintenance on the part of Customer or any of Customer's agents or employees, Customer shall be liable for all costs associated with performing such repairs and/or maintenance.

10. Customer shall be responsible for all Federal, State, and local taxes, fees, etc. that are assessed on the use or value of the Leased Equipment, including but not limited to, personal property, sales, and use taxes.

11. Customer shall secure insurance against any damage to or loss of the Equipment with coverage equal to the actual cash value of the Equipment and with the limitation of that coverage not less than the amount specified for that Equipment in the Special Terms and Conditions. Insurance policies shall be issued by insurance companies acceptable to Avfuel (which acceptance may not be unreasonably withheld), shall name Avfuel, or its subsidiary as loss payee, and shall provide for at least thirty (30) days' written Notice to Avfuel prior to cancellation or modification. Customer shall maintain such policies in full force and effect for the equipment for so long as Customer continues to lease that Equipment.

12. IN ADDITION TO THE INDEMNIFICATION OBLIGATIONS CONTAINED IN SECTION 10 OF THE GENERAL TERMS AND CONDITIONS, CUSTOMER AGREES TO INDEMNIFY AND HOLD AVFUEL AND/OR THE OWNER OF THE EQUIPMENT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, EXPENSES (INCLUDING ATTORNEY'S FEES), OBLIGATIONS AND CAUSES OF ACTION FOR INJURY TO OR DEATH OF ANY AND ALL PERSONS, OR FOR DAMAGE TO OR DESTRUCTION OF ANY OR ALL PROPERTY ARISING OUT OF OR RESULTING FROM THE CONDITION, EXISTENCE, USE OR MAINTENANCE OF THE EQUIPMENT.

13. Upon termination of any Lease, at any time and for any reason, Customer shall (a) return the Equipment to Avfuel in as good condition as when Customer received it, normal wear and tear excepted, (a) pay for any necessary repair and replacement of any damages or missing Equipment, and (c) pay all costs for the transport of the Equipment from the Customer's facility to Avfuel's facility. If Customer breaches any of these commitments, Avfuel may advance those costs and invoice the Customer for those costs and the Customer will pay that invoice within twenty (20) days.

AGENDA ITEM NO. 10.9

Issue Purchase Order for Purchase of Materials at Fixed Cost Option

AGENDA ITEM NO: 10.9

MEETING DATE: September 16, 2024

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: FINANCE

ACAA Approved
09/16/2024

Contact Person: Margaret Herrmann, Chief Accountant

PURPOSE OF REQUEST:

Issue Purchase Order for Purchase of Materials at Fixed Cost Option

CONTRACT AMOUNT:

Total Contract Amount: \$1,101,250 (estimated usage)

BUDGET INFORMATION:

Anticipated in Current Budget: Yes X No NA

Funding Account Number: 51109.60.0000 / 51111.60.0000

JUSTIFICATION:

Request is made to approve the purchase of Type I and Type IV glycol from Ascent Aviation Group, Inc. Type I and Type IV glycol is used in two ways: 1) for resale to the commercial airlines for their own use and 2) for use in deicing services performed by Million Air for commercial airlines that do not deice their own aircraft and other general aviation customers. The resale of glycol to airlines that do their own deicing is at cost plus 30 cents per gallon flowage fee and a \$2.30/gallon glycol recovery fee. Deicing services performed by Million Air are priced at cost plus \$5.50 a gallon and a \$2.30/gallon Airport glycol recovery fee to the airlines which the cost of owning and operating the deicing equipment and staff required to perform the deicing service. The glycol recovery fee covers part of the cost of treating glycol contaminated water collected from the runoff.

Competitive price quotes were received from two vendors who supply Type I and Type IV glycol. Ascent Aviation Group, Inc. stores the deicing fluids in Albany for easy and quick transport during snow events. Ascent Aviation Group, Inc. has provided the current product and will require no change in product.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval to Ascent Aviation Group, Inc.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES N/A X

A standard purchase order will be issued.

AGENDA ITEM NO: 10.9

MEETING DATE: September 16, 2024

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES X NA

BACK-UP MATERIAL: *Please refer to the attached quote summary and quote form issued with response from Ascent Aviation Group, Inc.*

Albany County Airport Authority
Quote 24-0730 July 30, 2024
Quote Results for Winter Season 2024-2025

	Est Usage	Current Product/Pricing	Ascent Aviation Group, Inc. Year 1	Cryotech Deicing Technology Year 1
Type I	100,000	\$ 9.79	\$ 9.19	\$ 10.17
Type I Product		UCAR PG Conc ADF	UCAR PG Conc ADF	Cryotech Polar Plus LT
Type IV	25,000	\$ 7.89	\$ 7.29	\$ 9.17
Type IV Product		UCAR Flighguard AD-49	UCAR Flightguard AD-49	Cyrotech Polar Guard Xtend
Total Est. Annual Cost			\$ 1,101,250	\$ 1,246,250
Delivery Time			48 Hours	48 Hours

AGENDA ITEM NO. 10.10

**Agreement for credit card merchant services
for the parking operation.**

AGENDA ITEM NO: 10.10
MEETING DATE: September 16, 2024

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: FINANCE

Contact Person: Margaret Herrmann, Chief Accountant

ACAA Approved
09/16/2024

PURPOSE OF REQUEST:

Enter into an agreement for credit card merchant services for the parking operation.

CONTRACT AMOUNT:

Total Contract Amount: *Estimated at \$360,000/year*

BUDGET INFORMATION:

Anticipated in Current Budget: Yes X No NA
Funding Account Numbers: 66060-30-0000

JUSTIFICATION:

Request is made to enter an agreement with Key Bank, N.A. to provide credit card merchant processing for the parking operations. The parking equipment is unique that only certain credit card merchant operators could provide service compatible with the credit card hardware (Windcave payment terminals) on the parking equipment manufactured by Amano McGann.

An RFP was issued for merchant services compatible with the Windcave terminals and 2 responses were received. Prior to the RFP, research concluded that Elavon was the only compatible merchant service provider. Elavon/US Bank responded to the RFP as well as Key Bank, N.A. with a partnership with Elavon. The advantage with Key Bank, N.A. is that they have the NYS Contract for Merchant Services and could provide more affordable services at a savings of over 50% than our current service provider, TSYS.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval to Key Bank, N.A.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES / NA

Key Bank N.A. will provide the Merchant Application for the Authority to execute.

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES X NA

AGENDA ITEM NO: 10.10

MEETING DATE: September 16, 2024

BACK-UP MATERIAL: *Please see attached: Purchasing memo of the tallied results of the evaluation committee, NYS OGS Contract Award Notification and the RFP received from Key Bank N.A.*

MEMORANDUM

TO: Margaret Herrmann
Chief Accountant

FROM: Katie Kane
Deputy Purchasing Agent

DATE: September 9, 2024

RE: Recommendation of Award Contract # 1177-BCS
Merchant Card Bank Services

On September 5, 2024 two proposals were received for Merchant Bank Card Services at Albany International Airport; Key Bank and US Bank

The evaluation committee met and discussed the proposals on September 9, 2024. The committee scored all proposals on the evaluation criteria as set forth in the RFP. The proposal with the highest score is Key Bank.

This proposal is offered through the NYS OGS contract: Award #23111, Contract #PS68914 which is good through December 19, 2029.

Recommendation for award is made to Key Bank.



Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	:	Group 79008 Payment Processing Services (Statewide) Classification Code(s): 15, 84
Award Number	:	<u>23111</u>
Contract Period	:	December 20, 2019 – December 19, 2029
Bid Opening Date	:	June 20, 2019
Date of Issue	:	December 20, 2019 (Revised July 1, 2024)
Specification Reference	:	As Incorporated In The Request for Proposal 23111
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Harry Brown Title : Electronic Value Transfer Administrator Phone : 518-474-7902 E-mail : OGS.sm.PS_SW_EVTA@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

This Award is for payment processing related services (secure depositing, funding and reconciliation of payments), and the provision of hardware and software, and Point of Sales (POS) Terminals and payment channels.

This Contract Award Notification contains MWBE goals of 0% MBE, and 0% WBE, SDVOB Goals of 0%.

PR # 23111

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PS68914	Key Merchant Services, LLC (KMS) 127 Public Square Cleveland, OH 44114	518-257-8754	58-2359974 1100012481
PS68915	First Data Merchant Services, LLC 5565 Glenridge Connector, NE Atlanta, GA 30342	908-202-7131	59-2126793 1000055998
PS68916	Worldpay, LLC 8500 Governors Hill Cincinnati, OH 44114	513-652-6145	26-4535957 1100224827
PS68917	Key Bank, N.A. 127 Public Square Cleveland, OH 44114	518-257-8754	37-0797057 1100000944

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

(continued)

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

(continued)



Master Copy

September 5, 2024

CONTRACT NO. 1177-BCS

Proposal of Merchant Bank Card Services to **Albany County Airport Authority**

Presented by:

Cynthia Pettit
Senior Relationship Manager
Public Sector Banking
518.257.8429
cynthia_pettit@keybank.com

Amanda Earnshaw
Senior Payments Advisor
Enterprise Payments
518.257.8754
amanda_j_earnshaw@keybank.com

KeyBank, N.A.
66 South Pearl Street
Albany, NY 12207

September 5, 2024

Albany County Airport Authority
Bobbi Matthews, Purchasing Office
22 Jetway Drive
Albany, NY 12211

Dear Bobbi:

On behalf of KeyBank, National Association (Key), we thank you for this opportunity to present a proposal for Merchant Bank Card Services to the Albany County Airport Authority (the Airport).

Founded in 1825, our Albany roots date back nearly 200 years. We take significant pride in our long-standing commitment to Albany and the greater Capital Region, placing tremendous value on service to our clients.

A few Key advantages for your consideration:

- **Local Presence, Dedicated Public Sector Support.** We are your dedicated, local bank. Your Albany-based relationship team brings more than 60 years combined experience working with New York public entities. Your team is personally committed to ensuring the Airport has the most efficient, cost-effective services to meet your needs. Our extensive experience includes banking services for dozens of state agencies and more than 100 municipalities across New York.
- **Public Sector Merchant Experience.** Key has delivered merchant processing and online payment solutions nationwide to more than 30,000 merchant clients for over 30 years. Specializing in Public Sector payments, Key serves: States, Counties, Municipalities, Universities, School Districts, and similar government agencies. As a leader in the Public Sector industry, we have proven experience and technology to provide the services that meet your requirements set forth in Exhibit C (Scope of Services). We offer industry-leading customizable payment platforms and dedicated support.
- **Commitment to helping Albany and your clients thrive.** Key's mission is to empower our clients, communities and employees to thrive. We focus our philanthropy, sponsorships, investments and outreach to build up communities throughout Albany. Locally, in the Capital Region, Key has contributed over \$666 million in the past five years to help support our key strategic pillars of neighbors, education and workforce.

Thank you for your consideration.

Sincerely,



Cynthia Pettit

Senior Relationship Manager
Public Sector Banking
518.257.8429
cynthia_pettit@keybank.com



Amanda Earnshaw

Senior Payments Advisor
Enterprise Payments
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- 1. Merchant Services Agreements
- 2. Descriptive Literature – Key Merchant Services for Public Sector
- 3. Proposed Exceptions to RFP



Executive Summary

Key keeps our clients at the center of all we do. Our ultimate goal is to help you run the Airport better, every day. This means we will not push a product or assume that we know what is best for you. We take the time to understand your needs, processes, challenges and opportunities – and then provide meaningful and actionable recommendations.

We use this knowledge to bring the Airport the best solutions to better serve your customers.

Key – Your local, community focused, award-winning bank

Our relationships throughout New York State is a top priority for Key. Our banking roots in Albany date back to 1825, giving us nearly 200 years of meeting clients' goals and unique responsibilities both in Albany and throughout New York. We value our close working connections with municipalities throughout New York, many of which were established decades ago. These are relationships that we continue to nurture and grow. We believe that our intimate knowledge of not only Albany, but dozens of other cities, counties, municipalities and government agencies throughout the Capital Region and New York makes us best suited to meet the objectives outlined within your request.

Community is Key

Being part of a community means working to make it better. Since 1825, Key has maintained a deep commitment to the communities where we work and live, and Albany is no exception. We focus our philanthropy, sponsorships and outreach to build up communities throughout the country. Since 2017, KeyBank philanthropy totaled approximately \$5.4 Million to approximately 125 nonprofit organizations in the Albany area.

Locally, in the Capital Region, Key has contributed \$1.01 billion to supporting low to moderate income individuals and communities.

Your Key Team



Having a dedicated, local team that has unmatched familiarity with your everyday needs is paramount. Your Albany-based Key team will serve you – connecting you to all the resources that we offer. They will leverage implementation, product, support and technology resources throughout the organization to ensure that you receive the ongoing care and insight to manage your business day to day. Each member of your team is dedicated exclusively to covering our entire New York State governmental client portfolio.

Your Senior Relationship Manager, Cindy Pettit, will coordinate all aspects of the relationship to ensure you receive high quality service. Many other specialized individuals support Cindy. They represent the wide variety of products and services that we offer.



Amanda Earnshaw, your Senior Payments Advisor, will work with the Airport to tailor your merchant solution to meet your needs. She will collaborate with your dedicated Strategic Account Merchant Manager (SAMM) and Merchant Solution Consultant Robb Gongwer to deliver the services requested in this RFP. These individuals will work with the Airport's team and provide ongoing services to your organization.

Key understands the importance of having designated contacts to handle your questions and concerns. Not all of our peers will provide you with the same level and dedication to customer service. Your designated Key team will be available for one-on-one meetings and service as needed or requested as well as provide thorough annual relationship reviews.

Key Merchant Services

Key delivers merchant processing and online payment solutions nationwide to more than 30,000 merchant customers for more than 30 years, including cities, states, counties, municipalities, school districts and other Public Sector agencies.

Different from many of our competitors, Key owns our Merchant Service Line of Business. Our team includes a Strategic Account Merchant Managers (SAMM) to provide white glove services for our clients and implementation managers dedicated exclusively to supporting large client implementations.

The Airport's Key team is the front line for providing best in class client experience, leveraging both Key and our processing partner's industry leading onboarding, deployment and chargeback management capabilities.

Why Key

At Key, we make it easy for you to work with us. You will get the best service from your Key Relationship team, who will support you every step of the way. If the Airport chooses to award Key your merchant business, you will have a dedicated SAMM as described, who will be your go-to person for any questions or issues. They will work closely with you and our experts to provide you with fast and effective solutions. With our integrated payment solutions and our white-glove support, you can relax and focus on your goals. You can trust us to have your back.

Thank you for your consideration.



Experience with Merchant Bank Card

(Limit 3 pages) Set forth the specific experience the proposer has had with providing merchant bank card services. Identify locations and for each location describe the type of service, length of time service provided, and the name, address and telephone number of individual references.

Key has more than 60 years of experience interacting with almost every agency within the State of New York, along with every major city and almost every single county in New York. In addition to our relationship with the City of Albany, we also are the General Fund bank for New York State and provide full banking services to the City of Buffalo and the City of Syracuse, among many other similarly sized public entities. Specific to Merchant, Key delivers merchant processing and online payment solutions nationwide to more than 30,000 merchant customers for more than 30 years, including cities, states, counties, municipalities, school districts and other Public Sector agencies some of which are included in our reference table below.

Our unparalleled public sector experience includes providing banking services for dozens of state agencies and more than 200 municipalities across New York. We provide a trusted local relationship team with a deep understanding of the Airport's needs. Your team is personally committed to ensuring the Airport has the most efficient, cost-effective treasury services to meet your needs.

We have provided three governmental references that are currently using merchant services similar to those specified by the Airport within this request.

Client name	Contact information
New York State Department of Motor Vehicles	Rebeka Klippel, Assistant Director of Financial Administration 6 Empire State Plaza, Room 227, Albany, NY 12228 518.474.0903 rebeka.klippel@dmv.ny.gov KeyBank has been providing merchant services to the NYS DMV for over 12 years. This includes both in person and online payments.
Olympic Regional Development Authority	Ron Graham, Director of Finance 37 Church Street Lake Placid, NY 12946 518.302.5317 rgraham@orda.org



Client name	Contact information
	KeyBank has been providing Merchant Services to ORDA for the last 8 years. This includes both in person and online payment options.
County of Westchester	Mario Arena, Finance Director 148 Martine County White Plains, NY 10601 914.995.2757 maab@westchestercountyny.gov KeyBank has been providing Merchant Services to the County of Westchester for the last 10 years. This includes both in person and online payment options.



Proposed Services Information to Include

- a) A detailed work plan showing the services to be performed and the conversion plan to transition services.

Key can offer the Airport a like-for-like conversion option. Key Merchant Services is able to integrate with Windcave, which the Airport has in place today, and you will have the option to continue using your current solution if desired. Having implemented clients using Windcave in the past, we have a quick and seamless integration plan available, which would allow for a smooth transition to our services with minimal disruption to your staff and customers. This option provides the Airport the ease of conversion but replaces TSYS and their lack of customer service.

Alternative solution

Key owns our Merchant Service Line of Business. As a result, we have about 100 subject matter experts across our line of business with extensive industry track records. This includes more than 80 representatives across our field sales, inside sales and sales managers supporting merchant services account sales. With experienced product managers and solution consultants we are staffed to assist with unique vertical or client unique requirements. Our team will also include a Strategic Account Merchant Manager (SAMM) to provide white glove service to the Airport and an implementation manager dedicated exclusively to supporting large implementations.

Alternatively, if the Airport is looking for reliability and excellent service, Key has many gateway solutions to integrate with the software vendor and would eliminate dealing with additional providers, making managing the program easy and efficient.

Key Merchant Services Overview

KeyBank offers best in class technology, differentiated servicing and ways to reduce the total cost of ownership.

Integrated Payment Acceptance

- Omni channel payment acceptance, with innovative point of sale, ecommerce, mobile, & bill payment solutions
- Ability to offer "right fit" solutions Gateway & Vertical strategy & multiple processor approach
- Best in class solutions to support future growth and technological advancements

Simplified Servicing Model

- White glove account management support with Dedicated SAMM team
- Digital servicing powered by Ovation platform
- Device management support
- Modern reporting capabilities File and/or API based



Manage Total Cost of Ownership

- Industry leading security solutions with data encryption & tokenization, PCI compliance & Chargeback management
- Manage cost of acceptance with Service Fee model or interchange optimization programs
- Advanced Tools for transaction Fraud monitoring

Integrated with Banking

- KeyBank provides one stop banking relationship with Executive Level engagement
- Funding flexibility (Gross vs Net). Next day funding through KeyBank DDA and Key Merchant Services)

E-Bill Presentment

Help improve your revenue and time-to-cash with an intuitive invoice presentment portal and enhance communication.

Intelligent Reporting

Leverage robust reporting equipped with decision-ready analytics. Consolidate all your agencies into a single report

White Glove Service

We provide extra attention to your account for the life of the agreement. Service your customers with Smart notifications.



Omni-Channel Payments Choice

Providing a user-friendly experience and influencing customer behavior by using integrated communications and reminders.

Credit Card Processing Options

KeyBank Merchant Services offers options for convenience fees and offsetting credit card processing costs.

PCI Compliance and Fraud

Protection

KeyBank Merchant Services offers a variety of secure and compliant solutions to fit every need



Conversion plan

At its core, the key to a successful implementation is developing a project plan that captures the approach and methodology used for transition; all tasks and phases required to complete the project; all program documentation that is required to complete the project; mutually agreed upon dates and task durations; and clear definitions of the resources required to complete each task. A well thought out plan that includes detailed information becomes a useful ongoing tool to accurately monitor the implementation process as well as identify and mitigate issues or challenges that may arise.

A project manager is assigned from Key as your Merchant Onboarding Program Manager and will help you to progress through each step in the methodology, including hitting established milestones in each phase. These individuals, with the help of your dedicated Strategic Account Merchant Manager, will ensure that resources are managed efficiently and to the benefit of the Airport, helping to ensure a smooth implantation.

Key Merchant Services will evaluate the project's complexity and level of resources needed by analyzing the following requirements needed to convert to our platform:

- Authorizations Deposit/settlement; Define network, systems and programming requirements
- Complete the Merchant Implementation Request (MIR) and
- Technical Survey
- Define requirements needed by the Merchant Technical Implementation Group and Network Planning
- Research system and business processing in the current environment
- Back-office operations
- Identify retrieval procedures
- Define chargeback procedures
- Determine reconciliation/funding procedures
- Complete Merchant Masterfile setup – Define merchant number hierarchy
- Review sales package for accuracy and completeness – Verify contract language incorporates all products and services, including appropriate fees
- Obtain/define types of terminal equipment to be reprogrammed and/or deployed
- Identify any special terminal features or dialing instructions
- Obtain/define card entitlements

These key tasks establish a solid foundation for the successful implementation of our solution, the transition strategy, organizational changes and system enhancements necessary to provide the level of service required, and the required testing. We will also work with the Airport to outline all key roles and personnel required to support the implementation.



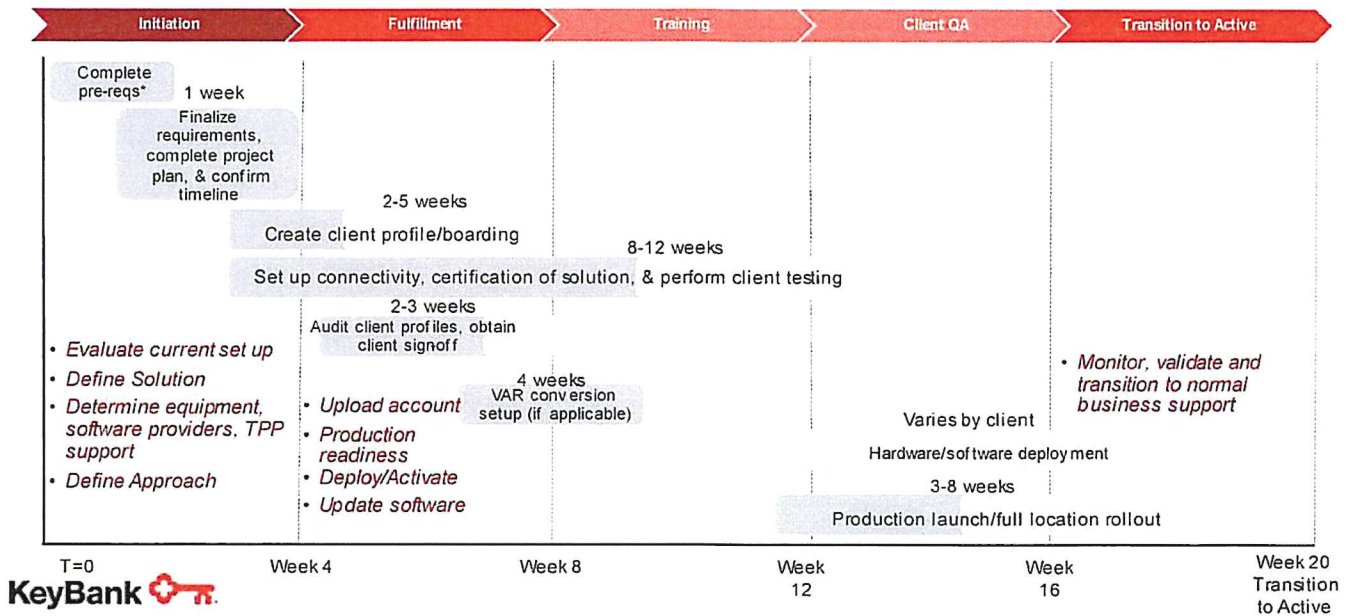
Once we define key individuals, we establish a discovery and analysis phase including:

1. Establishing expectations
2. Gathering requirements for the Airport
3. Develop and review solution with the Airport
4. Review specifications with you
5. Finalize offering

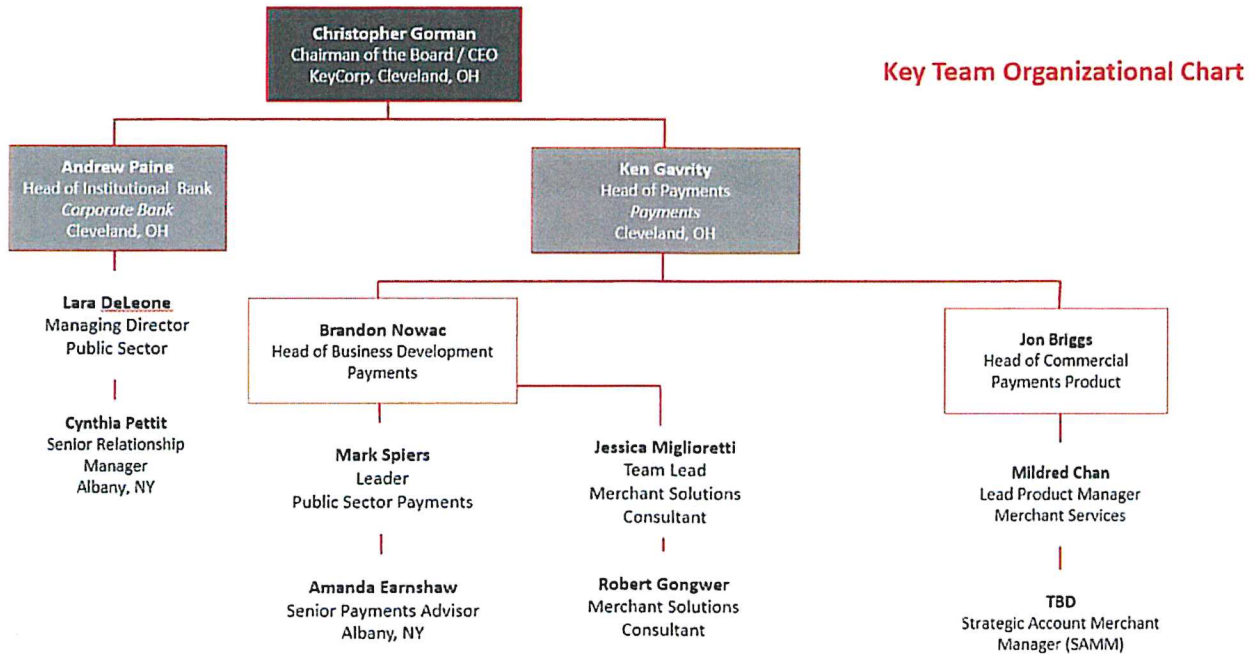
An onboarding process flow is provided below.

Managed Merchant Onboarding Process Flow

An example timeline assuming all prerequisites have been met



b) Organizational Chart specific to Albany International Airport operations, including the level of experience of your management team.



c) Pricing

Please see our pricing and the completed Proposal Submittal Form in EXHIBIT D:
Documents Required to be Submitted with Proposal.



Descriptive Literature

Proposers shall submit with this proposal descriptive literature sufficient in detail to enable an intelligent comparison of the services required with that of the services stated in the proposal response.

Key has provided descriptive literature to include our Key Merchant Services for Public Sector overview in the Appendix.



EXHIBIT D: Documents Required to be Submitted with Proposal

- A. Proposal Acknowledgment Form
- B. Non-Collusion Affidavit
- C. Obtained Proposal Affidavit
- D. Offeror Disclosure of Prior Non-Responsibility Determinations
- E. Proposal Bond
- F. Insurance Affidavit
- G. Company Statement for:
 - 1. Corporation
 - 2. Partnership
 - 3. All Proposals
- H. Work Force Composition
- I. References
- J. Proposal Submittal Form

All required forms have been completed and are provided on the following pages.



Exhibit D: Proposal A

PROPOSAL ACKNOWLEDGMENT FORM

The proposers acknowledge that he/she has carefully examined the RFP, the attached Agreement draft and the proposed location/s for his/her proposed operation/s.

The proposer warrants that if proposal is accepted, he/she will contract with the Albany County Albany Authority the form of an Agreement substantially in the form attached and comply with the requirements of the RFP and the executed Agreement. Proposer agrees to deliver an executed Agreement to the Albany County Airport Authority within fourteen (14) calendar days of receiving the tendered Agreement from the Authority.

I, the undersigned, guarantee our proposal meets or exceeds specifications contained in the RFP document. Any exceptions are described in detail and all requested information has been submitted as requested.

I affirm that I have read and understand all the provisions and conditions as set forth in this RFP. Our firm will comply with all provisions and conditions as specified, unless specifically noted as an exception with our Proposal.

I also affirm that I am duly authorized to execute the Agreement contemplated herein; that this company, corporation, firm, partnership, or individual has not prepared this Proposal in collusion with any other proposer and that the contents of this proposal as to rent, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other proposer or to any other person/s engaged in this type of business prior to the official opening of the proposal.

Name of Proposer: KeyBank National Association

Signature of Authorized Person: Cynthia G. Pettit

Title: Senior Relationship Manager

Business Address of Proposer: 66 South Pearl Street Albany, NY 12207

Business Phone Number: 518.257.8429

Date: 8/26/24

Subscribed and sworn to before me this 26th day of August, 2024.

JESSICA MORGANS
Notary Public, State of New York
Qualified In Albany County
Reg. No. 01MO6351623
My Commission Expires 12/5/2024

Sworn to before me this 26th day
of August, 2024.
Name Cynthia G. Pettit
[Signature]
Notary Public

Exhibit D: Proposal B

NON-COLLUSION AFFIDAVIT

Authorized officer: Bidder's proposal containing statements, letters, etc., shall be signed in the proposal by a duly authorized officer of the company whose signature is binding on the proposal.

The undersigned offers and agrees to furnish all of the items/services upon which qualifications are stated in the accompanying proposal. The period of acceptance of this proposal will be ___ calendar days from the date of the bid opening. (Period of acceptance will be forty-five (45) calendar days unless otherwise indicated by proponent).

STATE OF New York COUNTY OF Albany

BEFORE ME, the undersigned authority, a Notary Public in and for the State of New York on this day personally appeared Cynthia Pettit who after being by me duly sworn did depose and say: I, Cynthia Pettit am a duly authorized officer of/agent for KeyBank and have been duly authorized to execute the foregoing on behalf of the said.

I hereby certify that the foregoing offer has not been prepared in collusion with any other proponent or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proponent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the type of services/commodities offered, or to influence any person or persons to offer or not to offer thereon.

By submission of this proposal, each proponent and each person signing on behalf of any proponent 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 his knowledge and belief:

- A. 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 proponent or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proponent and will not knowingly be disclosed by the proponent prior to the opening, directly or indirectly to any other proponent or to any competitor; and,
- C. No attempt has been made or will be made by the proponent to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Name and Address of Proponent: Cynthia Pettit

66 South Pearl Street Albany, NY 12207

Telephone and Fax Numbers: 518.257.8429

By: Name & Title Cynthia Pettit, Senior Vice President

Signature Cynthia G. Pettit

SUBSCRIBED AND SWORN to before me by the above-named on this
26th day of August 2024.



Notary Public in and for the State of NY

JESSICA MORGANS
Notary Public, State of New York
Qualified in Albany County
Reg. No. 01MO6351623
My Commission Expires 12/5/2024

Exhibit D: Proposal C

OBTAINED PROPOSAL AFFIDAVIT

I, being an authorized representative of the named organization / company, certify that I obtained the request for proposal documents from the Albany County Airport Authority Purchasing Office. I understand that no proposal shall be considered unless the organization making this proposal has first obtained a copy of this Request for Proposal from the Albany County Airport Authority Purchasing Office.

Cynthia J. Pettit
Signature

Cynthia Pettit
Agent

Print or Type Name: Cynthia Pettit

Address 66 South Pearl Street Albany, NY 12207

Phone: 518.257.8429

SUBSCRIBED AND SWORN to before me by the above named on this 26th
day of August, 2024.

[Signature]
Notary Public in and for
State of New York

JESSICA MORGANS
Notary Public, State of New York
Qualified in Albany County
Reg. No. 01MO6351623
My Commission Expires 12/5/2024

Exhibit D: Proposal D

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

KeyBank National Association

Address: 66 South Pearl Street Albany, NY 12207

Name and Title of Person Submitting this Form: Cynthia Pettit, Senior Relationship Manager

Contract Procurement Number: 1177-BCS

Date: September 5, 2024

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: Cynthia Pettit Date: September 5, 2024
Signature

Name: Cynthia Pettit

Title: Senior Relationship Manager

Exhibit D: Proposal F

INSURANCE REQUIREMENT AFFIDAVIT

To be	<div style="border: 1px solid black; padding: 10px;">KeyBank is able to name the Authority or the County as an additional insured under KeyBank's Commercial General Liability and Automobile Liability policies only. KeyBank will comply the insurance coverages expressly set forth in Section E and other coverages as mutually agreed. KeyBank requests that that the Authority waive the requirement to complete the Insurance Requirement Affidavit in Exhibit D, Proposal F, because KeyBank's response to the RFP includes an insurance certificate demonstrating that KeyBank maintains the coverages consistent with the requirements set forth in Exhibit B, Section E, except as set forth herein.</div>	
propos		contained in this
identif		er. If the below
able, v		ority, I will be
certific		valid insurance contract.
Agent		_____
Name of Insur		_____
Address of Ag		_____

Phone Number Where
Agent May Be Contacted: _____

Offerer's Name (Print or Type) _____

SUBSCRIBED AND SWORN to before me by the above named on this _____
day of _____, 2024.

Notary Public in and for
State of New York



CFMA 180628-425611

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
03/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 200 Public Square, Suite 3760 Cleveland, OH 44114-1824	CONTACT NAME: Theresa M. Cignetti PHONE (A/C, No, Ext): (412) 552-5284 FAX (A/C, No): (412) 552-5999 E-MAIL ADDRESS: Theresa.Cignetti@marsh.com														
INSURED KeyCorp and subsidiaries Mail Stop: OH-01-27-0204 Key Tower, 2nd Floor 127 Public Square Cleveland, OH 44114-1306	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Old Republic Insurance Company</td><td>24147</td></tr><tr><td>INSURER B : XL Insurance America Inc.</td><td>24554</td></tr><tr><td>INSURER C : National Union Fire Ins Co. of Pittsburgh PA</td><td>19445</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Company	24147	INSURER B : XL Insurance America Inc.	24554	INSURER C : National Union Fire Ins Co. of Pittsburgh PA	19445	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** CLE-007116474-38 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability: \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	MWZY 317474 24	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	MWTB 317471 24	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			MWZX 317473 24	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	MWC 317470 24	03/31/2024	03/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Liability (xs \$10M)			US00130309L124A	03/31/2024	03/31/2025	Each Occ/Aggregate 10,000,000
C	Excess Liability (xs \$20M)			847 72 010	03/31/2024	03/31/2025	Each Occ/Aggregate 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of coverage applicable to the operations of KeyCorp and its subsidiaries including KeyBank National Association and its operating divisions KeyBank Real Estate Capital and Laurel Road; KeyBank Capital Markets, Inc.; Key Investment Services LLC; Key Government Finance, Inc.; Key Merchant Services, LLC; among at any location, subject to policy terms and conditions. Interested parties are included as additional insureds on a primary and non-contributing basis and with subrogation waived, it required by written agreement entered into by KeyCorp or a subsidiary.

CERTIFICATE HOLDER

KeyCorp and Subsidiaries Attn: Corporate Insurance 127 Public square Cleveland, OH 44114	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any Person or Organization where required under Written Contract or Agreement with KeyCorp or any subsidiary and not addressed by another Additional Insured Endorsement more pertinent to the relationship. When agreed under Written Contract between KeyCorp or any subsidiary and the Additional Insured, (I) coverage for the benefit of the Additional Insured shall be primary to and non-contributing with any maintained by the Additional Insured for its own benefit and/or (II) subrogation against the Additional Insured is waived.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: KeyCorp

Endorsement Effective Date: 08/30/23

SCHEDULE

Name Of Person(s) Or Organization(s):

All Persons or Organizations as Required by Written Contract or Agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies Insurance provided under the following:

**AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- 1. Such "insured" is a Named Insured under such other insurance; and**
- 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".**

B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- 1. Such "insured" is a Named Insured under such other insurance; and**
- 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".**

Exhibit D: Proposal G

CORPORATION STATEMENT

IF A CORPORATION, answer the following:

1. When incorporated?

1958

2. Where incorporated?

Cleveland Ohio

3. Is the corporation authorized to do business in New York?

X Yes No

If New York is not state of incorporation:

- A. Address of the registered office in New York:

- B. Name of registered agent in New York at such office:

- C. Attach Certificate of Authority to transact business in New York.

4. The Corporation is held: X Publicly Privately

5. Furnish the name, title, and address of each officer, director, and shareholders of the corporation's issued stock:

Officer's Name	Address	Position	%

<u>KeyBank is a publicly traded corporation</u>			

Christopher Gorman 127 Public Square Cleveland, OH 44114 Chairman of the

Board and CEO and the Board of Directors oversee the activities of our organization.

Director's Name	Address	Principal Business Affiliation Other Than Proposer's Directorship
-----------------	---------	--

N/A		

Principal
Shareholders

Address

Percentage
Ownership

N/A

Exhibit D: Proposal G-2

PARTNERSHIP STATEMENT

IF A PARTNERSHIP, answer the following:

1. Date of Organization? _____
2. General Partnership _____ Limited Partnership _____

3.

Not Applicable

 _____ No

Book: _____

Page: _____

County: _____

4. Has the Partnership done business in New York?

Yes _____ No _____ When? _____

5. Name, address, and partnership share of each general or limited partner:

	Name	Address	Percent General Of Share	Limited Partner
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

Exhibit D: Proposal G-3

ALL PROPOSALS - FINANCIAL INFORMATION

A. Financial Statements

Proponents shall attached a Balance Sheet and Income Statement prepared in accordance with Generally Accepted Accounting Principles (GAAP) for the most current year-to-date period, together with a copy of the Proponent's most recent fiscal year Financial Statements, audited by a Certified Public Accountant or firm of Independent Certified Public Accountants, including the auditor's opinion thereon.

B. Surety Information

1. Have you, or any entity you have had an ownership interest in, ever had a bond or surety canceled or forfeited? Yes () No (X)

2. If Yes, state the name of the bonding company, date, amount of the bond and the reason for such cancellation or forfeiture _____

C. Bankruptcy Information

1. Have you, or any entity you have had an ownership interest in, ever filed a petition for bankruptcy, or been declared bankrupt? Yes () No (X)

2. If Yes, state the name of the entity, date, amount of the filed or declared bankruptcy

D. County of Albany and any Affiliated Entity

1. Have you ever entered into an agreement with the County of Albany or any affiliated entity? Yes () No (X)

2. If Yes, identify the agreement(s), its purpose, and its term.

3. Have you ever been sent a default notice concerning any such agreement(s)?

Yes () No (X) If Yes, please explain

Exhibit D: Proposal H**WORK FORCE COMPOSITION**

KeyCorp	216-689-3441
Name of Firm	Phone Number

127 Public Square	Cleveland	Ohio	44114
Address	City	State	Zip Code

Jessika Poldruhi, Dir ER & HR Compliance
Name & Title of Authorized Executive

Full Time Employees	Total # of Employees	White	American Indian	Black	Hispanic	Other (*)
	Male / Female	M/F	M/F	M/F	M/F	M/F
Admin & Manager						
Professional						
Technical	Please see the enclosed copy of KeyCorp's most recently certified EEO-1 Consolidated Report.					
Sales Workers						
Office Workers						
Semiskilled Work						
Unskilled Workers						
Apprentices						
Seasonal Temporary						
Part Time						
TOTAL						

***Use Additional Sheets To Identify The Ethnicity Of Employees Identified In This Category.**

Remarks: _____

**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)
2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)**

EEOC Standard Form 100 (SF 100)
Revised 08/2023
OMB Control Number: 3046-0049
Expiration Date: 11/30/2026

**SECTION A – TYPE OF REPORT
CONSOLIDATED REPORT**

SECTION B – EMPLOYER IDENTIFICATION

OFS COMPANY ID 0965657	EMPLOYER NAME KEYCORP			
ADDRESS 127 PUBLIC SQUARE	CITY/TOWN CLEVELAND	STATE OH	ZIP CODE 44114	

SECTION C – HEADQUARTERS OR ESTABLISHMENT-LEVEL IDENTIFICATION (if applicable)

HQ/ESTABLISHMENT-LEVEL UNIT ID	HEADQUARTERS OR ESTABLISHMENT-LEVEL NAME			
HEADQUARTERS OR ESTABLISHMENT-LEVEL ADDRESS	CITY/TOWN	STATE	ZIP CODE	

**SECTION D – EMPLOYER IDENTIFICATION NUMBER (EIN)
346542451**

SECTION E – EMPLOYER FILING ELIGIBILITY

☒ YES (Employer Is Eligible to File) ☐ NO (Employer Is Not Eligible to File) ☐ EMPLOYER NO LONGER IN BUSINESS

SECTION F – FEDERAL CONTRACTOR DESIGNATION (if applicable)

Unique Entity ID (UEI): NAVCDUKKJX47

☐ YES (Single-Establishment Employer is Federal Contractor) ☒ YES (Multi-Establishment Employer is Federal Contractor)
☒ YES (Headquarters is Federal Contractor) ☐ YES (Non-Headquarters Establishment is Federal Contractor)
☒ YES (One or More Non-Headquarters Establishments is Federal Contractor)

SECTION G – NAICS INFORMATION

551111 - Offices of Bank Holding Companies

SECTION H – WORKFORCE DEMOGRAPHIC DATA

JOB CATEGORIES	Race/Ethnicity														Row Total
	Hispanic or Latino		Not Hispanic or Latino												
			Male						Female						
	Male	Female	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	
Executive/Senior Level Officials and Managers	2	3	67	3	7	0	0	1	25	3	1	0	0	2	114
First/Mid-Level Officials and Managers	94	116	1821	107	165	8	10	15	1558	134	146	4	8	31	4217
Professionals	94	126	1885	147	178	1	5	56	1870	273	180	1	7	38	4861
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	118	148	1142	83	60	6	9	27	943	81	95	6	4	25	2747
Administrative Support Workers	158	364	800	157	66	9	9	39	2946	579	219	21	30	101	5498
Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers and Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	15	3	0	0	0	0	3	0	1	0	0	0	22
CURRENT 2023 REPORTING YEAR TOTAL	466	757	5730	500	476	24	33	138	7345	1070	642	32	49	197	17459
PRIOR 2022 REPORTING YEAR TOTAL	496	821	6173	528	481	16	26	148	8125	1192	677	33	53	229	18998

**SECTION I – WORKFORCE SNAPSHOT PERIOD
11/19/2023 - 12/2/2023**

SECTION J – HEADQUARTERS OR ESTABLISHMENT-LEVEL COMMENTS (optional)

Not Applicable

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) 2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)		EEOC Standard Form 100 (SF 100) Revised 08/2023 OMB Control Number: 3046-0049 Expiration Date: 11/30/2026	
SECTION K – OFFICIAL CERTIFICATION OF SUBMISSION			
EMPLOYER IDENTIFICATION			
OFS COMPANY ID 0965657		EMPLOYER NAME KEYCORP	
ADDRESS 127 PUBLIC SQUARE		CITY/TOWN CLEVELAND	STATE OH
		ZIP CODE 44114	
CERTIFICATION COMMENTS (optional)			
No Certification Comments Provided			
CERTIFICATION STATEMENT			
<i>"I certify that the information, including any workforce demographic data, provided in this report is correct and true to the best of my knowledge and was prepared in conformity with the directions set forth in the form and accompanying instructions."</i> Knowingly and willfully false statements on this report are punishable by law, US Code, Title 18, Section 1001.			
DATE OF CERTIFICATION 5/13/2024 9:32 AM [EST]			
EMPLOYER'S CERTIFYING OFFICIAL			
Name of Employer's Certifying Official Stacie Moutsios		Title of Certifying Official Sr. HR Compliance Analyst	
Email Address of Certifying Official stacie_moutsios@keybank.com		Telephone Number of Certifying Official 216-689-3407	
PRIMARY POINT OF CONTACT (POC) FOR EEO-1 COMPONENT 1 REPORTING			
Name of Primary POC Stacie Moutsios		Title and Employer of Primary POC Sr. HR Compliance Analyst KeyCorp	
Email Address of Primary POC stacie_moutsios@keybank.com		Telephone Number of Primary POC 216-689-3407	

Exhibit D: Proposal I

REFERENCES

List three (3) companies or governmental agencies where like or similar services have been provided within the last three years:

1. **Company Name:** New York State Department of Motor Vehicles

 Address: 6 Empire State Plaza Room 227 Albany, NY 12228
 Street/P.O. Box City State Zip Code

 Contact Person: Rebeka Klippel **Title:** Assistant Director of Financial
 Administration

 Phone: 518.474.0903 **Fax:** N/A

2. **Company Name:** Olympic Regional Development Authority

 Address: 37 Church Street Lake Placid, NY 12946
 Street/P.O. Box City State Zip Code

 Contact Person: Ron Graham **Title:** Director of Finance

 Phone: 518.302.5317 **Fax:** N/A

3. **Company Name:** County of Westchester

 Address: 148 Martine County White Plains, NY 10601
 Street/P.O. Box City State Zip Code

 Contact Person: Mario Arena **Title:** Finance Director

 Phone: 914.995.2757 **Fax:** N/A

EXHIBIT D: Proposal J**PROPOSAL SUBMITTAL FORM**

Exhibit C contains the minimum requirements and is intended to govern, in general, the performance requirements and the type of services / product desired. Please check "yes" or "no" if you can meet these specifications.

The bidder can meet or exceed required specifications as required in Exhibit C including compatibility with Windcave payment terminals?

☒ YES

☐ NO
Pricing Schedule

The Authority is seeking pricing from the proposers of the fees in the following table. Please also provide fees for services that are not included in the table.

Rate/Amount

Monthly Service Fees:

PCI Program Fee	\$0.00
Statement Fee	\$0.00
Internet Gateway Fee	\$0.00
Monthly Maintenance Fee	\$0.00

Transaction Fees:

MC/Visa/Discover Qualified Rate	N/A
MC/Visa/Discover Mid-Qualified Rate	N/A
MC/Visa/Discover Non-Qualified Rate	N/A
Amex Authorization Fee	\$0.015 per transaction
Debit Fee	\$0.015 per transaction

Other Fees:

Chargeback/Return Fee	\$5.00 per chargeback
Authorization Fee	\$0.015 per transaction
Batch Fee	\$0.00
Discount Fee	\$0.00
Proposed Pricing Model:	
Interchange + Assessments/Access Fees + Authorization Fee	
Interchange goes to the issuing bank of the card your customer uses	Pass-thru fee
Assessments/Access fees go to Visa/MasterCard/Discover	Pass-thru fee
Authorization fee – already inserted above goes to KeyBank	See above
SEE OGS STATE APPROVED CONTRACT WITH KEY MERCHNAT SERVICES – State Pricing	
	Next Page

Payment Processing
GROUP 79008 Award 23111 - Payment Processing Services (Statewide)
Attachment 1 - Contract Price List

Contractor Name:	Key Merchant Services, LLC		
Contract #:	PS68914		
Service	Description of Service	Pricing Structure	NYS Price
Account Setup Fee	Fee to implement Authorized User account	Per Account	\$0.00
Credit Card Processing	Electronic Credit/Charge Card transaction cost	Per Transaction	\$0.015
ACH Credit Processing	Electronic credit financial transaction cost	Per Transaction	\$0.28
ACH Debit Processing	Electronic debit financial transaction cost	Per Transaction	\$0.28
Fedwire	Fee for electronically transferring funds in real time gross settlement	Per Transaction	\$0.00
Convenience Fee or Surcharge or Service Fee Transactions %	Reimbursement cost payment method by Device User or Customer	Percentage of the dollar value of the transaction	2.99%
Chargebacks	Credit(s) to the Device User (dispute)	Per Occurrence	\$5.00
Voice Authorization	Fee for security measures used to ensure Device User or Customer authorizes Credit/Charge Card transactions	Per Transaction	\$0.65
Address Verification (AVS)	Fee for verifying the address of the Device User or Customer	Per Transaction	\$0.00

Appendix

4. Merchant Services Agreements
5. Descriptive Literature – Key Merchant Services for Public Sector
6. Proposed Exceptions to RFP





NEW APPLICATION - GOVERNMENT / INSTITUTIONAL

1

COMPANY INFORMATION

◆ DBA NAME:

CONTACT NAME:

◆ DBA ADDRESS TYPE: ◆ DBA ADDRESS1 (no PO Box):

DBA ADDRESS 2:

◆ CITY:

◆ STATE:

◆ ZIP CODE:

◆ DBA PHONE #:

DBA FAX #:

DATE FOUNDED:

MOBILE PHONE #:

◆ EMAIL ADDRESS:

CIP EXEMPTION:

2

OTHER ADDRESS (IF DIFFERENT THAN ABOVE)

☐ MAILING ☐ SHIPPING ☐ SEE ALSO SPECIAL INSTRUCTIONS (MORE THAN ONE OPTION MAY BE SELECTED)

LOCATION NAME:

PHONE #:

CONTACT:

FAX #:

ADDRESS:

CITY:

STATE:

ZIP CODE:

STATEMENTS/ RETRIEVALS /CHARGEBACKS

STATEMENTS: ☐ DBA OR ☐ MAILING OR ☐ W-9AUTO SEND: ☒ YES ☐ NO (CHAIN COMPANIES ONLY - MUST INCLUDE CHAIN SET UP FORM)RETRIEVALS: ☐ ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO:OR FAX TO: ☐ DBA ☐ MAILING OR MAIL TO: ☐ DBA ☐ MAILINGCHARGEBACKS: ☐ ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO:OR FAX TO: ☐ DBA ☐ MAILING OR MAIL TO: ☐ DBA ☐ MAILING

3

CONTACT INFORMATION (AUTHORIZED REP)

◆ OFFICER ☐ MANAGER ☐ AUTHORIZED REPRESENTATIVE ☐ OTHER:

◆ FIRST NAME:

MN:

◆ LAST NAME:

◆ TITLE:

◆ US PERSON:

◆ EMAIL ADDRESS:

◆ CONTACT ADDRESS (NO PO BOX):

◆ ADDRESS TYPE:

◆ CITY:

◆ STATE:

◆ ZIP CODE:

◆ DOB:

CONTACT PHONE #:

INDIVIDUAL ID EXEMPTION CLASS: **GOVERNMENT** ☐ FEDERAL ☐ STATE ☐ LOCAL (POLITICAL SUBDIVISION OF A US STATE)

OTHER COMPANY INFORMATION

◆ AVERAGE SALE AMOUNT: \$

◆ HIGH SALE AMOUNT: \$

◆ NUMBER OF HIGH SALES TRANSACTIONS ANNUALLY:

◆ TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: \$

◆ ANNUAL TOTAL REVENUE: (CASH, CHECK, CARD) \$

◆ INDUSTRY TYPE:

◆ DESCRIPTION OF PRODUCT/SERVICES OFFERED:

SPECIAL PROGRAM MCC ONLY:

WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE?

IF NOT SAME DAY, # OF DAYS (INCLUDE SHIPPING TIME FRAME)

☐ CARD PRESENT 100%

OMNI COMMERCE (MUST TOTAL 100%)

☐ CARD NOT PRESENT 100%

CARD PRESENT _____ %

☐ INTERNET 100%

CARD NOT PRESENT* _____ %

☐ OMNI COMMERCE

INTERNET * _____ %

◆ INTERNET: PRODUCT WEBSITE:

◆ INTERNET: "CONTACT US" EMAIL:

*CUSTOMER SERVICE PHONE # AND PREVIOUS PROCESSOR REQUIRED BELOW

◆ CUSTOMER SERVICE PHONE #:

◆ PREVIOUS PROCESSOR:

IF SEASONAL, PLEASE CHECK MONTHS CLOSED BELOW. (CUSTOMER MUST CONTACT CUSTOMER SERVICE TO DEACTIVATE AND REACTIVATE ACCOUNT)

☐ JANUARY☐ FEBRUARY☐ MARCH☐ APRIL☐ MAY☐ JUNE☐ JULY☐ AUGUST☐ SEPTEMBER☐ OCTOBER☐ NOVEMBER☐ DECEMBER

BANK ACCOUNT (CHECKING ACCOUNTS ONLY)

◆ DEPOSIT BANK NAME:

◆ ABA/ROUTING #:

◆ DDA ACCOUNT #:

BILLING/CHARGEBACK BANK NAME (IF DIFFERENT):

ABA/ROUTING #:

DDA ACCOUNT #:

CHARGEBACK BANK NAME (IF DIFFERENT THAN BILLING):

ABA/ROUTING #:

DDA ACCOUNT #:

FUNDING OPTIONS:

MONTHLY FEE \$:

TAPE ID (OPT):

CARD ACCEPTANCE (PLEASE CHECK EACH CARD YOU WISH TO ACCEPT)								PRICING CATEGORY					
<input type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER (JCB, DI, PAY PAL PAYMENT DEVICE)/ WITH PIN / PINLESS DEBIT <input type="checkbox"/> PIN DEBIT <input type="checkbox"/> PINLESS DEBIT <input type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER (JCB, DI, PAY PAL PAYMENT DEVICE) <input type="checkbox"/> VISA CREDIT <input type="checkbox"/> VISA DEBIT <input type="checkbox"/> MC CREDIT <input type="checkbox"/> MC DEBIT <input type="checkbox"/> DISCOVER (JCB, DI, PAY PAL PAYMENT DEVICE) <input type="checkbox"/> UNIONPAY <input type="checkbox"/> AMEX <input type="checkbox"/> PIN DEBIT <input type="checkbox"/> PINLESS DEBIT								<input type="checkbox"/> RETAIL <input type="checkbox"/> MO/TO / INTERNET <input type="checkbox"/> RESTAURANT <input type="checkbox"/> ARU <input type="checkbox"/> LODGING <input type="checkbox"/> OMNI COMMERCE <input type="checkbox"/> SUPERMARKET (TIERED & EICP ONLY)					
PRICING INFORMATION								FEES					
PRICING PROGRAM: (FIXED ONLY)		VISA/MASTERCARD/UNIONPAY/ DISCOVER CARDS (JCB, DI, PAY PAL PAY DEVICE)**		AMERICAN EXPRESS OPT BLUE		PIN//PINLESS DEBIT***		APPLICATION		\$			
		RATE*	PER ITEM*	RATE	PER ITEM	RATE	PER ITEM	INSTALLATION/TRAINING		\$			
TIERED	QUALIFIED	%	\$	%	\$			REPORTING & SUPPORT PACKAGE (PER MONTH)		\$			
	MID QUALIFIED	%	\$	%	\$			MONTHLY MINIMUM		\$			
	NON-QUALIFIED	%	\$	%	\$			CHARGEBACK (PER OCCURRENCE)		\$			
	STANDARD	%	\$	%	\$			RETURN ITEM/NSF (PER OCCURRENCE)		\$			
	OPT. <input type="checkbox"/> CHECK CARD <input type="checkbox"/> SPRMKT <input type="checkbox"/> QPS/SMALL TKT							OTHER:		\$			
	OPT. REWARDS	%	\$					STATEMENT: <input type="checkbox"/> ELECTRONIC OR <input type="checkbox"/> PAPER		\$			
	OPT. COMMERCIAL CARD	%	\$					MONTHLY STATEMENT MAILING(PAPER STATEMENTS ONLY)		\$			
INTERCHANGE PLUS		%	\$	%	\$	%	\$	RUSH SHIPMENT		\$			
PIN/PINLESS DEBIT ENABLEMENT SERVICE FEE								\$					
ENHANCED IC PLUS	CHECK CARD QUALIFIED	%	\$					AUTHORIZATIONS					
	QUALIFIED	%	\$	%	\$	%	\$						
	REWARDS QUALIFIED	%	\$										
	MID QUALIFIED	%	\$	%	\$	VISA (PER AUTH)	\$					VOICE - ARU (PER AUTH)	\$
	COMMERCIAL NON QUALIFIED	%	\$			MASTERCARD (PER AUTH)	\$					VOICE OPERATOR (PER AUTH)	\$
NON-QUALIFIED	%	\$	%	\$	DISCOVER (PER AUTH)	\$	VOICE - AVS (PER AUTH)	\$					
FIXED - PRICING PGM:		%	\$	%	\$	UNIONPAY (PER AUTH)		\$					
<small>*RATES ARE FOR ALL CARD ACCEPTANCE TYPES SELECTED. ALL CARD BRAND ASSESSMENTS WILL BE PASSED THROUGH AT COST. ** PAYPAL ACCEPTANCE AND RATES ARE BASED ON CARD PRESENT TRANSACTIONS ONLY. ***THE COST OF ACCEPTANCE FOR PIN/PINLESS DEBIT WILL BE OPTIMIZED WHEN APPLICABLE.</small>						AMEX OPT BLUE (PER AUTH)		\$				VOICE BANK REF (PER AUTH)	\$
SECURITY PROGRAMS						AMEX PUBLIC SECTOR (TPSP)(PER AUTH)		\$				DIAL COMMUNICATION (PER AUTH)	\$
SECURITY PROGRAM: ▶ PCI Basic				\$ 0.00 (PER MONTH)		PIN/PINLESS DEBIT (PER AUTH)		\$					
						INTERNATIONAL CARD HANDLING FEE (RATE): (CHARGED ON VISA, MC, DISCOVER, AMEX)		%					
OTHER CARD TYPES EXISTING													
AMEX SE # (10 DIGITS):				PER AUTH: \$		EBT SE # (7 DIGITS):		PER AUTH: \$					
AMERICAN EXPRESS PUBLIC SECTOR (TPSP)													
<input type="checkbox"/> COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) AND ACCEPTS <input type="checkbox"/> COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) BUT DECLINES ACCEPTANCE													
INDUSTRY TYPE:													
PRICING INFORMATION FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP)													
TIERED		RATE		PER ITEM		ENHANCED IC PLUS		RATE		PER ITEM			
QUALIFIED		%		\$		QUALIFIED		%		\$			
MID QUALIFIED		%		\$		MID QUALIFIED		%		\$			
NON-QUALIFIED		%		\$		NON-QUALIFIED		%		\$			
INTERCHANGE PLUS		%		\$									

POINT OF SALE (EQUIPMENT OR SOFTWARE)NETWORK ☒ ELAVON ☐ OTHER☐ A THIRD PARTY INTEGRATOR WILL BE USED FOR IMPLEMENTATION:

VAR SERVICE PROVIDER (HOSTED):

VAR (DISTRIBUTED):

VENDOR:

PRODUCT:

VERSION:

OF TIDS:

TID TYPE (OMNI ONLY):

OF TIDS:

TID TYPE (OMNI ONLY):

QTY	POS DESCRIPTION	ITEM CODE	TID TYPE OMNI ONLY	TERMINAL ENCRYPT	OWNS	TERMINAL CONNECTION TYPE	PURCHASE/SETUP		SOFTWARE/WIRELESS		
							REPROG FEE PER UNIT	PRICE PER UNIT	ANNUAL FEE PER UNIT	MONTHLY FEE PER UNIT	PER AUTH FEE
				<input type="checkbox"/>	<input type="checkbox"/>		\$	\$	\$	\$	\$
				<input type="checkbox"/>	<input type="checkbox"/>		\$	\$	\$	\$	\$
				<input type="checkbox"/>	<input type="checkbox"/>		\$	\$	\$	\$	\$
				<input type="checkbox"/>	<input type="checkbox"/>		\$	\$	\$	\$	\$
				<input type="checkbox"/>	<input type="checkbox"/>		\$	\$	\$	\$	\$
				<input type="checkbox"/>	<input type="checkbox"/>		\$	\$	\$	\$	\$

ALL APPLICABLE STATE AND LOCAL TAXES WILL BE APPLIED. ☐ SALES TAX EXEMPT

Elavon and Member have no responsibility for, and shall have no liability to Company in connection with, any hardware or software, or any related services, Company receives under a direct agreement (including any sale, warranty or end-user license agreement) between Company and a third party, including any Value Added Services, even if Elavon collects fees or other amounts from Company with respect to such hardware, software or services.

ADDITIONAL POS SERVICES:	DESCRIPTION	SETUP FEE	ANNUAL FEE	MONTHLY FEE	PER AUTH FEE
		\$	\$	\$	\$
		\$	\$	\$	\$

TERMINAL PROGRAMING INSTRUCTIONS (DO NOT USE FOR CONVERGE - THIS INFORMATION IS COVERED DURING TRAINING)

- ☐ RETAIL (AUTO CLOSE DEFAULT) ☐ QUICK CLOSE ☐ STORE AND FORWARD ☐ NO SIGNATURE ☐ CONTACTLESS (+ NO SIGNATURE)
- ☐ RESTAURANT (QUICK CLOSE DEFAULT) ☐ TIP FUNCTION (DEFAULT) ☐ FINE DINING ☐ TAB FUNCTION
- ☐ CARD NOT PRESENT (AUTO CLOSE DEFAULT) ☐ QUICK CLOSE
- ☐ LODGING (QUICK CLOSE DEFAULT) ☐ QUICK STAY ☐ SEMI INTEGRATED

CUSTOM PROMPTS:

(CUSTOM PROMPTS
COULD RESULT IN
LONGER DEPLOYMENT
TIMEFRAMES)

☐ TERMINAL AUTO CLOSE (RTL, MOTO)

TIME ZONE

☐ CASH BACK PIN DEBIT (RTL): \$

(MAX)

☐ CUSTOM FOOTER:☐ NO TIP (REST)☐ NO SERVER PROMPT (REST)☐ CLERK PROMPT (RTL)☐ TIP FUNCTION WAITER (RTL)☐ TIP FUNCTION CASHIER (RTL)TRAINING (DEFAULT = TRAINING REQUIRED): ☐ NO TRAINING**ELECTRONIC CHECK AND ACH PROCESSING AND SERVICE OPTIONS**

ANNUAL CHECK VOLUME: \$

MAXIMUM CHECK AMOUNT: \$

AVERAGE CHECK AMOUNT: \$

MONTHLY MINIMUM: \$

ECS- PAPER CHECK CONVERSION**PROCESSING OPTIONS:**

- ☐ POP - POINT OF PURCHASE
- ☐ ARC - ACCOUNTS RECEIVABLE CONVERSION
- ☐ BOC - BACK OFFICE CONVERSION

SERVICE:☐ CONVERSION WITH GUARANTEE

DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____

PER RETURN TRANSACTION: \$ _____

☐ CONVERSION WITH VERIFICATION OR ☐ CONVERSION ONLY

DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____

PER RETURN TRANSACTION: \$ _____

ACH ECHECK - CARD NOT PRESENT (CNP)**PROCESSING OPTIONS:**

- ☐ CONCURRENT ENROLLMENT (INCLUDES: WEB, TEL, PPD AND CCD) = XNP
- ☐ INDIVIDUAL ENROLLMENT - CHOOSE ONE (ONE PER MID)
- ☐ WEB - INTERNET INITIATED ENTRIES
- ☐ TEL/IVR - TELEPHONE INITIATED ENTRIES
- ☐ PPD - PREARRANGED PAYMENT ENTRIES
- ☐ CCD - CORPORATE TO CORPORATE ENTRIES

CONVERGE SETUPS WILL BE CONCURRENTLY ENROLLED IN ALL PRODUCT TYPES = XNP

SERVICE:☐ ACH-ECHECK WITH VERIFICATION

DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____

PER RETURN TRANSACTION: \$ _____

☐ ACH-ECHECK CONVERSION ONLY

DISCOUNT RATE: _____ % PER TRANSACTION: \$ _____

PER RETURN TRANSACTION: \$ _____

Other ECS Check Conversion Service Requests☐ PROMPTS FOR DRIVER'S LICENSE NUMBER, STATE OF LICENSE ISSUANCE AND TELEPHONE NUMBER (REQUIRED FOR GUARANTEE SERVICE)**ACH-Echeck Questionnaire**

- What types of payments will you accept using ACH-Echeck (e.g., utility bill payments, monthly rent payments, monthly billing for general services)?
- Will you obtain authorization from your customers prior to accepting an ACH entry in accordance with the ECS MOG (e.g., orally via telephone for tel/ivr, or in writing for ppd)?
☐ Yes ☐ No
- Will you verify and authenticate the identity of your customers in accordance with the ECS MOG prior to initiating ACH entries for those customers (e.g., by obtaining a customer's name, address and telephone number or using a database to verify the accuracy of the information provided by customer)? ☐ Yes ☐ No
- Will you offer ACH-Echeck to existing or new customers? ☐ Existing ☐ New
- Will you maintain and disclose to your customer's procedures for cancelling an authorization? ☐ Yes ☐ No
- Will you ensure that information regarding each transaction authorization entered by a customer and/or your service representative is accurate and not a duplicate transaction?
☐ Yes ☐ No

REPORTING TOOLS

☐ ONLINE CASE MANAGEMENT ▶ MONTHLY FEE \$ ▶ SET UP FEE \$ ▶ # USERS ▶ SET UP TYPE (CHECK ONE) ☐ MID ☐ CHN
☐ ACS ▶ MONTHLY FEE \$ ▶ SET UP FEE \$ ▶ REMOTE ID

OTHER VAS

☐ 3D Secure Per Occurrence: \$ ☐ TALECH TAP TO PAY (TALECH SAAS REQUIRED)

CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES (GPISF)**CONVENIENCE FEE SERVICES PROGRAMS****CONVENIENCE FEE FUNDING MODEL (CHECK ONE):**

- ☐ COMPANY MANAGED CONVENIENCE FEE¹
☐ KEYBANK MANAGED CONVENIENCE FEE²
☐ PARTNER MANAGED CONVENIENCE FEE³

PAYMENT TRANSACTION TYPES

☐ CREDIT (CHECK ALL THAT APPLY):

☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMERICAN EXPRESS PS

☐ SIGNATURE DEBIT (CHECK ALL THAT APPLY):

☐ VISA ☐ MASTERCARD ☐ DISCOVER

☐ PIN-BASED DEBIT ☐ PINLESS DEBIT

☐ ACH (VIA ELECTRONIC CHECK SERVICES)

ELAVON PRODUCT SUPPORTING ELAVON-MANAGED CONVENIENCE FEE ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):

☐ PAYCENTRIC BILL PAY SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED):

☐ COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER

☐ OTHER:

CONVENIENCE FEE PRICING:

CONVENIENCE FLAT FEE AMOUNT: \$

CONVENIENCE FEE %: (MASTERCARD, DISCOVER & ACH PROGRAMS ONLY)

IMPLEMENTATION FEE (IF APPLICABLE): \$

GPISF SERVICES PROGRAMS

(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS):

- ☐ COMPANY-MANAGED SERVICE FEE⁴
☐ COMPANY-MANAGED WITH ELAVON POS DEVICES/SERVICE FEE TERMINALS⁵
☐ KEYBANK-MANAGED SERVICE FEE⁶
☐ PARTNER MANAGED SERVICE FEE⁷

CARD ACCEPTANCE (CHECK ALL THAT APPLY):

☐ POINT OF SALE ☐ INTERNET
☐ IVR ☐ OTHER:

GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS):

- ☐ MASTERCARD GOVERNMENT AND EDUCATION PAYMENT PROGRAM
☐ VISA GOVERNMENT AND EDUCATION PAYMENT PROGRAM
☐ AMERICAN EXPRESS GOVERNMENT AND EDUCATION PAYMENT PROGRAM
☐ DISCOVER GOVERNMENT AND EDUCATION PAYMENT PROGRAM

TRANSACTION TYPES:

- ☐ FEDERAL INCOME TAX ☐ BUSINESS TAX
☐ GOVERNMENT FEES ☐ OTHER TAX
☐ STATE INCOME TAX ☐ TUITION
☐ REAL ESTATE PROPERTY TAX ☐ OTHER EDUCATION EXPENSES

PAYMENT TYPES FOR GPISF ASSESSMENT (NOT ALL PAYMENT TYPES ARE SUPPORTED FOR ALL PROGRAMS)

(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENT):

☐ CREDIT – (CHECK ALL THAT APPLY):

- ☐ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399
☐ MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402
☐ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)
☐ AMERICAN EXPRESS PS – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9311, 9399, 9222

☐ SIGNATURE DEBIT – (CHECK ALL THAT APPLY)

- ☐ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399
☐ MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402
☐ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)

☐ ACH (VIA ELECTRONIC CHECK SERVICES)

ELAVON PRODUCT SUPPORTING GPISF ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):

☐ PAYCENTRIC BILL PAY SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED):

☐ SERVICE FEE TERMINAL

☐ COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER

☐ SAFE-T SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED)

☐ OTHER:

GPISF PRICING:

SERVICE FEE AMOUNT: % OR \$

ACH (VIA ELECTRONIC CHECK SERVICES): \$

IMPLEMENTATION FEE (IF APPLICABLE): \$

¹ "Company-Managed" Convenience Fee means that Company establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) and retains the Convenience Fee. Company pays KeyBank the per transaction fees as set forth in this application to the Agreement for all Convenience Fee Transactions.

² "KeyBank-Managed" Convenience Fee means that KeyBank establishes the amount of the Convenience Fee and retains the Convenience Fee in lieu of Company's obligation to pay KeyBank the per transaction fees as set forth in this application to the Agreement for Convenience Fee Transactions. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

³ "Partner-Managed" Convenience Fee means that Sales Partner (a Sales Partner is a registered third party sales organization selling KeyBank services) establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) as set forth in this application to the Agreement. KeyBank will retain the Convenience Fee in lieu of Company's obligation to pay KeyBank the per transaction fees as set forth in this application to the Agreement. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

⁴ "Company-Managed" Service Fee means that Company establishes the amount of the GPISF, programs its POS Devices to assess the GPISF, and retains the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations). Company pays Elavon the per transaction fees as set forth in this application for all GPISF Transactions.

⁵ "Company-Managed with Elavon POS Devices/Service Fee Terminals" means that Elavon programs the POS Devices to assess the GPISF established by Company and Company retains the GPISF. Company pays KeyBank the per transaction fees as set forth in this application to the Agreement for all GPISF Transactions.

⁶ "KeyBank-Managed" Service Fee means that KeyBank establishes the amount of the GPISF, and KeyBank charges and retains the GPISF in lieu of Company's obligation to pay KeyBank the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

⁷ "Partner-Managed" Service Fee means that Sales Partner (a Sales Partner is a registered third party sales organization selling KeyBank services) establishes the amount of the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations) as set forth in this application to the Agreement. KeyBank will retain the GPISF in lieu of Company's obligation to pay KeyBank the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

SUBSTITUTE FORM W-9

☐ GOVERNMENT
☐ OTHER

◆ LEGAL BUSINESS NAME*:

*NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.

◆ LEGAL BUSINESS ADDRESS (NO PO BOX):

◆ CITY:

◆ STATE:

◆ ZIP CODE:

OR ▶ TIN (EMPLOYER ID #):

▶ TIN (SOCIAL SECURITY #):

5**COMPANY REPRESENTATIONS AND CERTIFICATIONS**

Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Key Bank, National Association (Member)(("Key Bank", "we", "our", or "us") with offices at 127 Public Square Cleveland, OH 44114 (collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business and financial condition of Company, and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the Terms of Service ("TOS"), the Addendum to the Terms of Service for Government/Institutional Companies attached hereto, and the Operating Guide incorporated herein by this reference and located at our website at https://www.mypaymentsinsider.com/api/file/c/Terms_of_Service_English and https://www.mypaymentsinsider.com/api/file/c/Operating_Guide_English, respectively. If Company does not have access to view the TOS or Operating Guide at our website, please contact our customer service center. Notwithstanding any such non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.

Company must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. Company understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECEIPT OF AN AUTHORIZATION CODE DOES NOT MEAN THAT COMPANY WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION.

Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the business history and background of Company and to obtain credit reports on a periodic basis (i.e. monthly) or at any time or other background investigation reports on Company that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you.

This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.

All companies must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS") and to validate PCI DSS compliance on an annual basis. Any company that has not validated PCI DSS compliance within ninety (90) days of account approval will be charged a monthly non-compliance fee of \$39.95 until KeyBank is provided with validation of PCI DSS compliance.

For any time after the ninety (90) days following account approval, if Company validates PCI DSS by the 25th day of a month, Company will not be charged the monthly non-compliance fee for the 12 months starting with the month of validation (e.g., if Company validates compliance by the 25th of March, it will not pay a non-compliance fee from March through February of the following year). Following the end of each annual PCI DSS compliance validation period, Company will have to the 25th of the following month to validate compliance or Company will be required to pay the monthly non-compliance fee until Company again validates compliance.

American Express Acceptance Program (Acceptance Program). If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company.

A PIN/PINLess Debit Enablement Service Fee will be collected for any Interchange and Assessment savings generated through debit routing on your monthly debit transactions for Interchange Plus customers only. This monthly fee will be calculated from your actual debit transaction volume and will be a percentage of your overall debit cost savings. The PIN/PINLess Debit Enablement Service Fee collected and the Interchange and Assessment savings will be reflected on your monthly statement.

◆ SIGNATURE: X

◆ PRINTED NAME:

◆ TITLE:

◆ DATE:

SIGNATURE: X

PRINTED NAME:

TITLE:

DATE:

SUBMITTED BY (INTERNAL USE ONLY)

To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's authorized representative.

◆ SALES REP SIGNATURE: X

◆ PRINTED NAME:

◆ REP ID #:

◆ DATE:

◆ REP PHONE #:

◆ REP EMAIL:

ADDENDUM TO THE TERMS OF SERVICE FOR GOVERNMENT/INSTITUTIONAL COMPANIES

The following provisions hereby replace the like-numbered provisions of the Terms of Service ("TOS") or are hereby inserted or deleted from the TOS, as indicated, for Companies operating under the Agreement. Capitalized terms used and not otherwise defined in this Addendum shall have the meanings ascribed to them in the Agreement or the Operating Guide.

1) **Section 4.1 Security Interests** is deleted.

2) **Section 5.1 Term** is deleted and replaced with the following:

"Term. Unless terminated as provided below, the Agreement will remain in effect for a period of three years ("Initial Term") following the date of acceptance of the Company Application by Elavon, which date will be the date upon which the Agreement becomes effective. Thereafter, the Agreement will renew automatically for successive one month terms (successive six month terms with respect to Canada) ("Renewal Term") unless terminated as provided below. If Company processes Transactions beyond the Initial Term or Renewal Term, then the terms of the Agreement will govern such Transaction processing."

3) **Section 5.2(a)** is revised to add the following:

"(iv) Company may terminate the Agreement on 60 days' prior written notice to KeyBank if sufficient legislative appropriation is not available."

4) **Section 5.2(b)** is deleted and replaced with the following:

"By KeyBank. KeyBank may terminate the Agreement immediately in writing if any of the following occur:

(i) A material adverse change in Company's financial condition;

(ii) The commencement of a Bankruptcy Proceeding by or against Company;

(iii) Any representation by Company is false or misleading in any material respect as of the date made, or becomes false or misleading in any material respect at any time during the Term;

(iv) Any Payment Network or application of Payment Network Regulations requires KeyBank to terminate the Agreement or cease processing Transactions for Company;

(v) Assignment of the Agreement or change of control of Company without KeyBank's written consent;

(vi) The levy, garnishment or attachment of the DDA, the Reserve Account, or any of Company's property in KeyBank's possession;

(vii) Any change, not approved by KeyBank, that constitutes a material change in the types of goods or services Company sells or in the methods by which Company sells them, or any change that results in Company's violation of KeyBank's underwriting policy; or

(viii) If, after KeyBank provides 30 days' written notice, Company has either (1) Chargebacks or Retrieval Requests in excess of 1% of the gross dollar amount of Company's Transactions or returns in excess of 2.5% of the gross dollar amount of Company's Transactions, or (2) the acceptance of Card Not Present or Convenience Fee Transactions without proper disclosure to KeyBank in the Agreement (including in the Company Application) or an amendment to the Agreement."

5) **Section 7.1.** Only if Company elects and is approved for the invoice fee collection model, then the second sentence of Section 7.1 of the Agreement is deleted and replaced with the following:

"Such fees will be calculated once each month for the previous month's activity. Elavon will send Company an invoice reflecting the fees due, which Company will pay within 30 days of the invoice date. In addition to all other available remedies, Elavon may offset any outstanding or uncollected amounts that are more than 90 days past due from (i) any amounts it would otherwise be obligated to deposit into the DDA and (ii) any other amounts Elavon may owe Company under the Agreement."

6) **Section 7.2 Change of Fees** is deleted and replaced with the following:

"Change of Fees. Elavon will not amend the fees for the Services for the Initial Term except to pass through to Company increases in interchange, assessments or charges, or increased or new fees imposed by a third party (including a Payment Network)."

7) **Section 7.3(b)** is deleted and replaced with the following:

"(b) Elavon will charge interest on all uncollected amounts owed to Elavon: (i) as provided in the applicable jurisdiction's prompt payment act; or (ii) if no such statute applies, then on amounts more than 30 days past due at a rate no greater than the maximum rate of interest permitted under Laws."

8) **Section 7.4 Taxes** is deleted and replaced with the following:

“**Taxes.** If applicable, Company will pay all taxes and other charges imposed by any governmental authority on the Services and Equipment provided under the Agreement, excluding any taxes based on Elavon’s property or net income. If Company is a tax-exempt entity, Company will provide Elavon with an appropriate certificate of tax exemption.”

9) **Section 9.1(b) Disclosure of Confidential Information** is revised to add after the last sentence as follows:

“If Company is subject to an open or public records law, Elavon will comply with the applicable requirements and provide Company with reasonable assistance and information when necessary to enable Company to comply with its disclosure requirements; provided, that Elavon will not be required to disclose information that is not subject to disclosure under applicable Law.”

10) **Section 10.1 Audit** is deleted and replaced with the following:

“**Audit.** If KeyBank or Member reasonably suspects that they are subject to a financial or reputational risk due to Company’s actions or omissions, Company authorizes KeyBank and its agents to perform an audit or inspection of Company’s operations and records to confirm Company’s compliance with the Agreement upon reasonable advance notice, during normal business hours, and at KeyBank’s expense (unless KeyBank reasonably determines based on such audit that Company is not in compliance with the Agreement, in which case Company will bear the cost). Company will obtain and submit a copy of an audit from a third party acceptable to KeyBank of the financial, physical security, information security, and operational facets of Company’s business at its expense when requested by KeyBank. Further, Company acknowledges and agrees that the Payment Networks have the right to audit Company’s business to confirm compliance with the Payment Network Regulations. Company will maintain complete and accurate records of its performance under the Agreement. Company will execute and deliver to KeyBank all documents KeyBank reasonably deems necessary to verify Company’s compliance with Section 8.1.”

11) **Section 10.2(b) Financial Information** is deleted and replaced with the following:

“**Financial Information.** At KeyBank’s request, Company will provide KeyBank audited financial statements prepared by an independent certified public accountant selected by Company, or if Company is audited by a governmental authority, then Company will provide financial statements from such governmental authority. Within 120 days after the end of each fiscal year (or in the case of a government entity, when available), Company will furnish KeyBank, as requested, a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, each audited as provided above. Company will also provide KeyBank such interim financial statements and other information as KeyBank may request from time to time.”

12) **Section 13 Indemnification** is deleted and replaced with the following four sections:

“**13(a). Company Responsibilities.** As between Company and KeyBank, Company will be responsible for, and at its own expense, defend itself against any suits, claims, losses, demands or damages arising out of (i) any sale or provision of goods or services resulting in a Transaction processed under the Agreement; (ii) Company’s breach of the Agreement; (iii) all use of any user ID and password other than by KeyBank or KeyBank’s third-party contractors; (iv) Company’s or its Service Providers’ gross negligence or willful misconduct; (v) Company’s or its Service Providers’ violation of Laws or Payment Network Regulations; or (vi) any personal injury or real or tangible personal property damage to the extent caused by Company or its Service Providers. Company will not make any claims against KeyBank for any liabilities, claims losses, costs, expenses and demands of any kind or nature, arising out of or in connection with any of the foregoing suits, claims, losses, demands or damages.

13(b). KeyBank Responsibilities. In addition to KeyBank’s obligations in Section 13(c), KeyBank will be responsible for and will at its own expense defend itself against any suits, claims, losses, demands or damages arising out of (i) KeyBank’s breach of the Agreement; (ii) KeyBank’s or its third party contractors’ gross negligence or willful misconduct; (iii) KeyBank’s or its third party contractors’ violation of applicable Laws or Payment Network Regulations; (iv) KeyBank’s alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services in the form delivered or Company’s use thereof; or (v) any personal injury or real or tangible personal property damage to the extent caused by KeyBank or its third party contractors.

13(c). Infringement Claims.

- (i) KeyBank will defend Company and its employees, officers, and agents in connection with claims, actions, demands or proceedings (made or threatened) brought by a third party, and will pay the final award of damages assessed against Company, its employees, officers or agents in a final judgment by a court of competent jurisdiction, including awarded costs, or any amount in settlement or compromise authorized by KeyBank in writing, arising out of KeyBank’s alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services (but not Equipment) in the form delivered or Company’s use thereof (an “Infringement Claim”).
- (ii) If any part of the Services or the use of the Services becomes, or in KeyBank’s opinion is likely to become, the subject of an Infringement Claim, and as a result of such Infringement Claim Company’s use of the Services may be enjoined or interfered with, then KeyBank will, at its option and expense, either, and in addition to defending Company and paying the final amount of damages as provided for in this section, (1) obtain a license for Company to continue using the alleged infringing component(s) of the Services; (2) modify the alleged infringing component(s) of the Services

to avoid the infringement in a manner that still permits the Services to perform in all material respects in accordance with the Agreement; or (3) replace the alleged infringing component(s) of the Services with compatible, functionally equivalent, and non-infringing component(s). KeyBank will use commercially reasonable efforts to accomplish the remedies identified in this section in a manner that minimizes the disruption to Company's business operations. If KeyBank is not able to accomplish the above remedies within a commercially reasonable time frame and on commercially reasonable terms, KeyBank may terminate the Agreement upon written notice to Company. Upon such termination, KeyBank will promptly refund any fees paid for Services not performed as of the date of termination.

- (iii) KeyBank will have no liability for any Infringement Claim to the extent caused by (1) access to or use of the Services other than as specified under the Agreement and the related Documentation, (2) combination or use of the Services with non-KeyBank products or services (whether or not provided to Company by KeyBank), (3) any hardware, devices, software, services or other resources not provided by KeyBank, (4) failure or refusal by Company to install, implement or use any Update or correction provided by KeyBank, (5) modification or alteration of the Services by anyone other than KeyBank without KeyBank's prior written consent, (6) Company's goods or services, or (7) the negligence, gross negligence or willful misconduct of, or breach of the Agreement by, Company.
- (iv) **THIS SECTION 13(c) SETS FORTH THE EXCLUSIVE REMEDY OF COMPANY AND THE SOLE AND COMPLETE LIABILITY OF KEYBANK WITH RESPECT TO ANY INFRINGEMENT CLAIMS."**

13(d). Procedure.

- (i) If an Infringement Claim is subject to KeyBank's obligations in Section 13(c) of the Agreement, Company will:
 - (1) Provide KeyBank prompt notice of the Infringement Claim (provided that any delay in notification will not relieve KeyBank of its obligations under this Section 13(d) except to the extent that the delay materially impairs its ability to fully defend the Infringement Claim);
 - (2) Subject to Section 13(d)(ii), give KeyBank the right to exercise exclusive control over the preparation and defense of the Infringement Claim; and
 - (3) Provide such assistance in connection with the defense and settlement of the Infringement Claim as KeyBank may reasonably request, at KeyBank's expense. KeyBank will not enter into any settlement that imposes any liability or obligation on Company, or contains any admission or acknowledgement of wrongdoing (whether in tort or otherwise), without Company's prior written consent.
- (ii) Company may join in the defense, with its own counsel, at its own expense."

13) **Section 16 Personal Guaranty** is deleted.

14) **Section 18.2 Jurisdiction and Venue; Governing Law** is deleted.

15) **Section 18.3 Exclusivity** is deleted.

16) **Section 18.5 Assignability** is deleted and replaced with the following:

"**Assignability.** Company will not assign the Agreement, directly, by operation of law, or by change of control of Company, without KeyBank's prior written consent. If Company nevertheless assigns the Agreement without KeyBank's consent, the Agreement will be binding on both the assignee and Company. KeyBank will not transfer or assign the Agreement without the prior written consent of Company, provided that such consent will not be required for (i) the assignment or delegation to an affiliate of KeyBank, or (ii) the assignment or delegation to any Person into or with which KeyBank will merge or consolidate, or who may acquire substantially all of KeyBank's stock or assets."

17) **Section 18.6 Arbitration** is deleted.

18) **Section 18.9 Attorney's Fees and Expenses** is deleted.

19) **Section 18.12 Amendments** is deleted and replaced with the following:

"**Amendments.** Except as otherwise provided in the Agreement, amendments to the Agreement will be in writing and signed by the parties. Notwithstanding the foregoing, KeyBank and Member may amend or modify the Agreement, to the extent such changes are required by or attributable to changes in the Payment Network Regulations or other Laws, upon written notice to Company. KeyBank or Member will inform Company of such a change in a periodic statement or other written notice, and such change will become effective at least 30 days after the issuance of the notice. Notwithstanding the previous sentence, changes to fees authorized by the Agreement will be effective upon notice to Company, unless a later effective date is provided."

20) **Schedule A, Section 1.5 Personal Guaranty** is deleted

21) **Schedule A, Section 1.6 Jurisdiction and Venue; Governing Law** is deleted.

22) **Schedule A, Section 1.7 Arbitration** is deleted.

23) **Schedule B, Section 16** is hereby added:

"16. Either KeyBank or Company may terminate the ECS services portion of the Agreement at any time upon thirty days' prior written notice to the other party, and (ii) KeyBank may, at its option, transition Company to a new program offered by KeyBank that provides services similar to the ECS."

MERCHANT PROCESSING APPLICATION AND AGREEMENT

(Page 1 of 3)

KeyBank



KB2706(la)

COMPLETE SECTIONS (1-9)

KB2706(la)

Merchant #: _____

Loc. _____ of _____

(1) TELL US ABOUT YOUR BUSINESS

Legal Name:	DARQ:	MCA:	BOS:
DBA/Outlet Name:	Store #:	First/Last Contact Name:	
Address:	Suite #:	City:	State: Zip:
Business Phone:	Customer Service Phone:		
Fax Phone:	Cell Phone:		
E-Mail Address:	Website URL Address:		
TIN Type: <input type="checkbox"/> EIN (Fed Tax ID #) <input type="checkbox"/> SSN Retrieval Requests: <input type="checkbox"/> Dedicated 24 hour fax <input type="checkbox"/> No fax; mail <input type="checkbox"/> Dispute Manager			

NOTE: Failure to provide accurate information may require us to withhold income tax from your funding per IRS regulations.

Name (as it appears on your income tax return)	<input type="checkbox"/> Federal Tax ID# (as it appears on your income tax return)	<input type="checkbox"/> I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)
--	--	---

Product/Services you sell: _____

Time frame from transaction to delivery: % of orders delivered in: 0-7 days _____ % + 8-14 days _____ % + 15-30 days _____ % + over 30 days _____ % = 100%

Who performs product/service fulfillment? Direct _____ Vendor _____ If Vendor, add name, address, phone. ☐ Other: (specify) _____

Do you use any third party to store, process or transmit cardholder data? ☐ Yes ☐ No

If yes, give name/address: _____

Please identify any Software used for storing, transmitting, or processing card transactions or authorization requests. _____

(2) OWNERSHIP

State Organized: _____	Mo/Yr Started: _____	<input type="checkbox"/> Sole Ownership	<input type="checkbox"/> Partnership	<input type="checkbox"/> Non Profit/Tax Exempt	<input type="checkbox"/> Public Corp.	<input type="checkbox"/> Private Corp.	<input type="checkbox"/> LLC	<input type="checkbox"/> Gov't.
Owner/Partner/Officer Name:	D.O.B.:	Social Security #:						
Home Phone:	Ownership %:							
Home Address:	City:	State:	Zip:	Country:				
Owner/Partner/Officer Name:	D.O.B.:	Social Security #:						
Home Phone:	Ownership %:							
Home Address:	City:	State:	Zip:	Country:				

(3) BUSINESS FINANCIAL DATA

Total Annual Volume	This Location	All Locations						
Mastercard/Visa	\$ _____	\$ _____	Average Card Sale Amount	\$ _____	Card Present	_____ %	Swiped	_____ %
Discover/PayPal	\$ _____	\$ _____	Highest Sale Amount	\$ _____	Internet	_____ %	Keyed	_____ %
American Express	\$ _____	\$ _____			Mail Order/	_____ %	Total	100 %
OptBlue	\$ _____	\$ _____			Direct Marketing	_____ %		
Voyager	\$ _____	\$ _____			Phone Order	_____ %		
WEX	\$ _____	\$ _____			Total	100 %		

(4) BANKING AND FUNDING INFORMATION

ABA #: _____ DDA #: _____

☐ Attach a copy of funding check or bank letterhead/logo signed by a bank officer with typed ABA/DDA. Must include bank name and address.

Deduct Fees: ☐ Daily (excluding Flat Rate) or ☐ Monthly (fee will apply) Bank Will Fund: ☐ Outlet ☐ Head Office

(5) PAYMENTS ACCEPTED

<input type="checkbox"/> Mastercard/Visa Credit and Signature Debit	<input type="checkbox"/> American Express OptBlue	<input type="checkbox"/> MC Fleet
<input type="checkbox"/> Discover Credit and Signature Debit (Full Service Processing)	<input type="checkbox"/> Voyager Fleet	<input type="checkbox"/> EBT _____
<input type="checkbox"/> PIN Debit	<input type="checkbox"/> Voyager Tax Exempt Program	<input type="checkbox"/> American Express Pass Through SE _____
<input type="checkbox"/> PINless Debit	<input type="checkbox"/> WEX Full Acquiring	<input type="checkbox"/> Split Dial <input type="checkbox"/> EDC
<input type="checkbox"/> Signature Debit (other than Mastercard/Visa/Discover)	<input type="checkbox"/> WEX (Non-Full Acquiring)	

DBA Name: _____

Loc. _____ of _____

KB2706(la)		(6) EQUIPMENT DETAILS				KB2706(la)	
Rental • Purchase Customer-Owned *Lease	QTY	IP	Equipment Type	Industry Type	Model Code and Name	Unit Price w/o Tax and S&H	For Customer-Owned Equipment Track/Version/Serial #
		<input type="checkbox"/>				\$	
		<input type="checkbox"/>				\$	
		<input type="checkbox"/>				\$	
		<input type="checkbox"/>				\$	

 Shipping and Handling: Standard \$_____ Overnight \$_____ ☐ Enable EMV

*See Equipment Lease Agreement for the Terms and Conditions governing your leased equipment.

(7) FEE SCHEDULE

In addition to the fees described in this Fee Schedule, you must pay us all Card/Payments Organization Charges. "Card/Payments Organization Charges" means all fees, charges, liabilities, or obligations that a Card/Payments Organization imposes on us (1) in connection with your acceptance of its payment types, (2) in connection with the transactions processed under your MID, (3) as a result of your acts or omissions, or (4) as a result of the acts or omissions of others that act on your behalf or that provide services to you. Card/Payments Organization Charges are not subject to the consequential damages exclusion in Section 10.2 and include but are not limited to: interchange; assessments (including but not limited to dues, issuer reimbursements, fines, penalties, and fraud recovery losses); fees established by the Card/Payments Organizations (including but not limited to access fees, switch fees, and file fees); adjustments; and Chargebacks. See the Interchange Qualification Matrix and American Express OptBlue Guide available at www.businesstrack.com.

Product Subscriptions (Monthly)	
Clover Software Plan*	\$_____
Security Essentials (Y01)	\$_____
Clover Payment & Security** (Y48)	\$_____

*Clover software plans are billed separately through the Clover App Market. If you move to a new software plan in the Clover Dashboard, your monthly billing may change. See the Clover Dashboard for any applicable fees.

**Includes access to the Clover platform and security features, including TransArmor Data Protection, PCI Rapid Comply Portal access, and Breach Protection up to \$100,000 per MID (up to 5 MIDs). See the General Terms & Conditions for more details.

Compliance Fees	
Monthly Compliance Fee (38A)	\$_____
Monthly PCI ComplyAlly (Y16)	\$_____

Mobile Payments Solution (Clover Go)	
Mobile Payments Monthly Fee (Per Terminal ID) (32Y)	\$_____

eCommerce/Wireless Solutions	
Third Party Internet Set-Up Fee (30R)	\$_____
Third Party Internet Service Fee (394)	\$_____
Authorization Fee (0DA)	\$_____
Wireless Access Fee (Per Device) (60J)	\$_____
Other:	\$_____

Petroleum Services	
Datawire Micronode <input type="checkbox"/> Yes <input type="checkbox"/> No Datawire Monthly Fee (354)	\$_____
Voyager Authorization Fee (0D0, 0D1, 0DV)	\$_____
Sales/Credit Discount (766, 767)	_____%
WEX Full Service Authorization Fee (0D4)	\$_____
Sales/Credit Discount (840, 841, 842, 843)	_____%
Chargeback Fee (29H)	\$_____
Retrieval Fee (29I)	\$_____
Non-Full Service Authorization Fee (0B0, 0B1, 0BV)	\$_____

Start-Up Fees	
Application Fee (Non-Refundable) (32I)	\$_____
Reprogramming Fee (31A)	\$_____
Debit Set-Up Fee (31B)	\$_____
Miscellaneous Fee (31J)	\$_____
*Equipment Purchase (ACH)	\$_____
Other: ()	\$_____
Total Amount	\$_____ w/o tax
*Plus applicable State/City/Local sales tax.	

Miscellaneous Fees* (If Applicable)	
Clover Menu Load Fee (2ML)	\$_____
TransArmor Data Protection Token & Encryption (per authorization) (12E, 12G, 12I)	\$_____
Non-Receipt of PCI Validation (42G)	\$_____
Monthly Account Minimum Fee (954)	\$_____
Paper Statement Fee (Default is free electronic statement) (240)	\$_____
Chargeback Fee (205, 725, 20L)	\$_____
ACH Reject Fee (401)	\$_____
Batch Settlement Fee (227)	\$_____
Monthly Funding Advantage (158)	_____%
EBT (18E, 18I, 02X, 18H)	\$_____
Other:	\$_____

<input type="checkbox"/> Commercial Card Interchange Savings (CCIS)	
**Sales Tax Indicator Flag - V/MC derived (Default - All Pricing types)	
Visa Commercial Card IC Svc. (IC Plus Only) (63V)	50%
MC Commercial Card IC Svc. (IC Plus Only) (63M)	50%

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 3 of 3)

DBA Name: _____ Loc. _____ of _____

(7) FEE SCHEDULE (cont'd)

Pricing Method^A

Interchange Plus [] Surcharge [] Swipe/ Non-Swipe [] 2-Tier [] 3-Tier []

Interchange Plus

Mastercard/Visa/Discover Ntwk/PayPal Credit Discount Rate (800, 804, 170)	_____ %
Mastercard/Visa/Discover Ntwk Signature Debit Discount Rate (850, 854, 964, 83A)	_____ %
Mastercard/Visa/Discover Ntwk Authorization & Return Transaction Fee (10A, 10D, 002, 006, 131, 135, 10J, 016, 788, 11P, 0A2)	\$ _____
American Express OptBlue (IC Passthrough) (164)	_____ %
American Express Authorization Fee (10P) OptBlue or Direct	\$ _____
Unbundle Debit Discount (PIN/PINless) (190, 27P)	_____ %
Unbundle PIN/PINless POS Auth & Return Transaction Fee (19E, 19D)	\$ _____
Miscellaneous Fees	
AVS (405, 406, 407, 408, 07A, 07B, 07C, 069, 079)	\$ _____
Voice Authorization (10B, 10E, 10K, 10Q)	\$ _____
MC/V/Discover Network Access Fee (505, 504, 526)	\$ <u>0.023</u>
MC License Volume Fee (818)	<u>0.0217</u> %
Surcharge (Program Code 5104)	
(If selected, the merchant will be set up to debit cardholders a flat 3% to offset merchant card brandfees)	
Mastercard/Visa/Discover Ntwk/PayPal/Amex Credit Discount Rate (800, 804, 170, 164)	<u>2.9126</u> %
Bundle Debit Discount (Sig, PIN and PINless Debit) (120)	_____ %
Bundle Debit Transaction Fees (Sig, PIN and PINless Debit) (124, 125)	\$ _____
Swipe / Non-Swipe	
(If selected, the discount rates apply to all payment types and brands accepted unless noted in the agreement)	
Swiped or Dipped Transactions Discount (23Z)	_____ %
Swiped or Dipped Transaction Fee (24C)	\$ _____
Non-Swiped or Non-Dipped Transactions Discount (24D)	_____ %
Non-Swiped or Non-Dipped Transaction Fee (24B)	\$ _____

2-Tier / 3-Tier Pricing

Qualified Discount Rates

Mastercard/Visa/Discover Ntwk/PayPal Credit Discount Rate (800, 804, 170)	_____ %
Mastercard/Visa/Discover Ntwk Signature Debit Discount Rate (850, 854, 964, 83A)	_____ %
Credit Trans Fee (001, 002, 005, 006, 015, 016)	\$ _____
Debit Trans Fee (130, 131, 134, 135, 787, 788, 0A1, 0A2)	\$ _____
MID-Qualified Discount Rates (Does not apply to 2-Tier)	
Mastercard/Visa/Discover Ntwk/PayPal Credit Discount Rate (810, 814, 990)	_____ %
Mastercard/Visa/Discover Ntwk Signature Debit Discount Rate (870, 874, 968 83E)	_____ %
Credit Trans Fee (611, 612, 615, 616, 717, 718)	\$ _____
Debit Trans Fee (140, 141, 144, 145, 791, 792, 62X, 62Y)	\$ _____
Non-Qualified Discount Rates	
Credit Discount Rate (820, 824, 994)	_____ %
Mastercard/Visa/Discover Ntwk Signature Debit Discount Rate (880, 864, 978, 83I)	_____ %
Credit Trans Fee (621, 622, 625, 626, 721, 722)	\$ _____
Debit Trans Fee (150, 151, 154, 155, 795, 796, 63Q, 63R)	\$ _____
American Express Pricing	
American Express OptBlue (IC Passthrough) (164)	_____ %
American Express Authorization Fee (10P) OptBlue or Direct	\$ _____
Bundle Debit Flat Pricing	
Bundle Debit Discount (Sig, PIN and PINless Debit) (120)	_____ %
Bundle Debit Transaction Fees (Sig, PIN and PINless Debit) (124, 125)	\$ _____
Miscellaneous Fees	
AVS (405, 406, 407, 408, 07A, 07B, 07C, 069, 079)	\$ _____
Voice Authorization (10B, 10E, 10K, 10Q)	\$ _____
MC/V/Discover Network Access Fee (505, 504, 526)	\$ <u>0.023</u>
MC License Volume Fee (818)	<u>0.0217</u> %

^A Interchange Rates are variable and are determined by how your transactions clear. Please see your Interchange Rate Schedule, Interchange Qualification Matrix and American Express OptBlue Guide for Interchange Rates & Dues/Assessments and qualification criteria as of the date of this Application. The Interchange Rates and Dues/Assessments are subject to change. American Express OptBlue has Program Pricing which is not Interchange and which is subject to change.

(8) AGREEMENT APPROVAL

On behalf of myself as an individual, and the entity on whose behalf I am signing, (collectively, "Merchant," "you," or "your"), I authorize KeyBank National Association ("KeyBank," "we," "our," or "us"), the applicable Card/Payments Organizations, and its and their Affiliates, third party subcontractors and/or agents: (i) to use, disclose and exchange amongst them, the information in the Agreement and information about me personally (including by requesting personal and business consumer reports, bank references, and other information as is deemed necessary by KeyBank from time to time), for marketing and administrative purposes, verification purposes, purposes under this Merchant Processing Application and Agreement ("MPA"), prior to our acceptance of this MPA, and from time to time thereafter, and any other uses permitted by law; (ii) to inform me directly about the contents of requested consumer reports (including the name and address of the agency furnishing the report), and (iii) to receive any and all personal and business financial credit information from all references, including banks and consumer reporting agencies, which are hereby released to provide that information.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. Therefore, all new and existing customers are subject to the identity verification requirements.

When a customer opens an account with any entity within the KeyCorp family of companies, we will ask for the customer's name, address and identification number, and in the case of an individual, his or her date of birth. For business accounts, we may also obtain this information for individuals associated with the business. We may also request to see a valid driver's license or other approved identifying documents. In all cases, Key is committed to protecting the privacy and identity of each of its customers.

By signing below, Merchant and its representative(s) agree any lease application declination or buyback default will result in full retail value being charged on your next billing statement.

By signing below, Merchant and its representative(s) represent and warrant to KeyBank that (i) all information provided in this MPA is true, complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Merchant and can be relied upon as current unless changed or updated in accordance with the Notice provisions of the Agreement; (ii) Merchant will not use its merchant account and/or the Services for illegal transactions, including, but not limited to, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq., as may be amended from time to time or for processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control ("OFAC"); and (iii) the persons signing this MPA (a) can read and understand the English language, (b) have not made alterations to or stricken any language from this MPA, (c) are duly authorized to bind Merchant to all provisions of this MPA, including the General Terms and Conditions, Confirmation Page (version [KB2706(la)]), and the Interchange Rate Schedule (collectively, the "Agreement"), and have had an opportunity to review all terms of the Agreement. Merchant understands and agrees that the Interchange Qualification Matrix and American Express OptBlue Guide and Your Payments Acceptance Guide are available at www.businesstrack.com.

This MPA may be signed in one or more counterparts, each of which shall constitute an original, and all of which, taken together, shall constitute one and the same MPA. Delivery of executed counterparts to this MPA may be accomplished by a facsimile transmission, and a signed facsimile or copy of this MPA shall constitute a signed original. Merchant understands and agrees that the signature below is for the entire contents of the documents listed herein.

Merchant Business Principal: (Please sign below)

Signature _____
 Print Name: _____ Date: _____
 Title: ☐ President ☐ Vice President ☐ Member L.L.C. ☐ Owner ☐ Partner
☐ Other: _____

Signature _____
 Print Name: _____ Date: _____
 Title: ☐ President ☐ Vice President ☐ Member L.L.C. ☐ Owner ☐ Partner
☐ Other: _____

BANK: KeyBank National Association

Signature _____

KB2706(la)

(9) PERSONAL GUARANTY

KB2706(la)

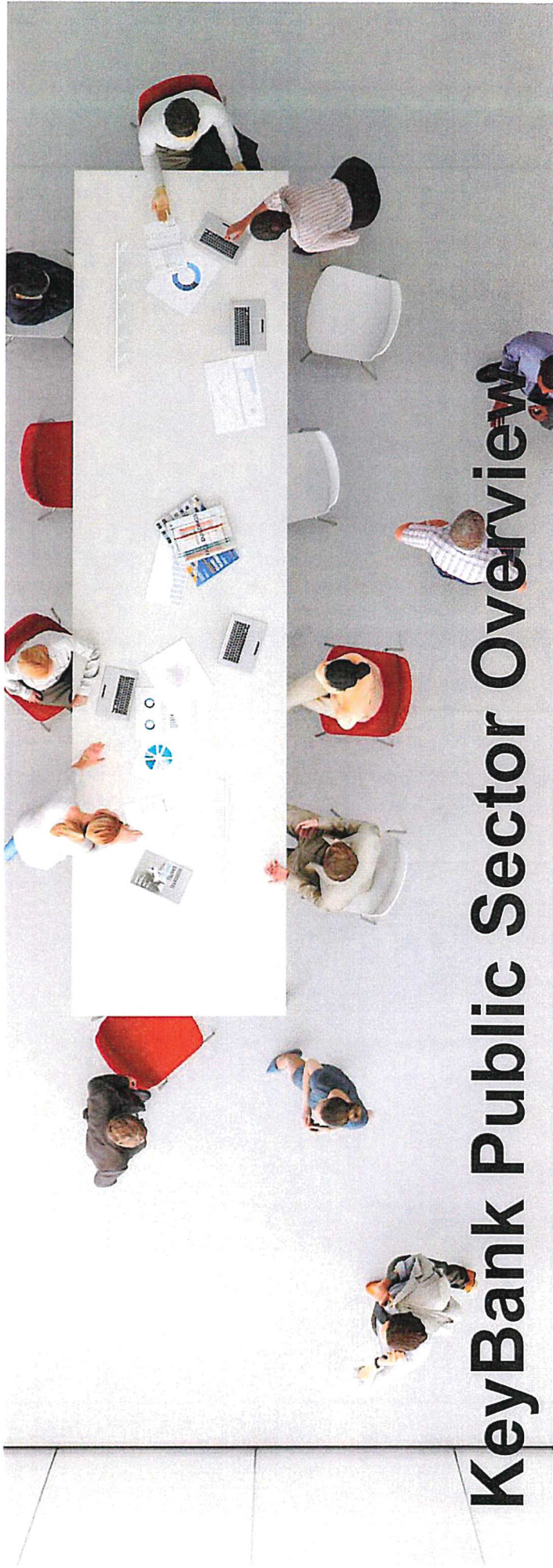
In exchange for KeyBank National Association's ("Bank") acceptance of the MPA and the General Terms and Conditions, the undersigned ("Guarantor"): (A) Unconditionally and irrevocably guarantees the full payment and performance of Merchant's obligations (i) as they now exist or as modified under the foregoing agreements, (ii) with or without actual notice of changes, and (iii) during and after the term of the agreements; (B) Waives notice of Merchant's default; (C) Shall indemnify the Guaranteed Parties for any and all amounts due from Merchant; (D) Warrants, with knowledge that Guaranteed Parties are acting in full reliance on the same, this Personal Guarantee of payment and not of collection; (E) Acknowledges that (i) the Guaranteed Parties may proceed in law directly against Guarantor and not Merchant, and (ii) this is a continuing personal guaranty and shall not be discharged or affected for any reason.

Signature (Please sign below): _____

Signature (Please sign below): _____

_____, an individual

_____, an individual



KeyCorp





KeyBank Merchant Services Overview

KeyBank offers best-in-class technology, differentiated servicing and ways to reduce the total cost of ownership.



Multiple Payment Channels

Integrated Payment Acceptance	Simplified Servicing Model	Manage Total Cost of Ownership	Integrated with Banking
<ul style="list-style-type: none">• Omni-channel payment acceptance, with innovative point-of-sale, e-commerce, mobile, & bill-payment solutions• Ability to offer "right-fit" solutions – Gateway & Vertical strategy & multiple processor approach• Best-in-class solutions to support future growth and technological advancements	<ul style="list-style-type: none">• White-glove account management support with Dedicated SAMM team• Digital servicing powered by Ovation platform• Device management support• Modern reporting capabilities – File and/or API based	<ul style="list-style-type: none">• Industry leading security solutions with data encryption & tokenization, PCI compliance & Chargeback management• Manage cost of acceptance with Service Fee model or interchange optimization programs• Advanced Tools for transaction Fraud monitoring	<ul style="list-style-type: none">• KeyBank provides one-stop banking relationship with Executive Level engagement• Funding flexibility (Gross vs Net). Next day funding through KeyBank DDA and Key Merchant Services)



Payment Trends in the Public Sector

Executive Orders Impact on Payment Processing

In 2021 the White House unveiled an executive order to address a long-standing pain point in the Public Sector - **customer experience**. A primary component of customer experience is payment processing.

Impacts of COVID

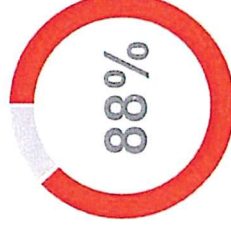
- Disruption in process flows
- Impact on the availability of cash and cash-based payment services
- Increased demand for digital payments
- Potential disruptions to the functioning of payment and settlement systems
- Operational risk due to unavailability of critical staff including at critical service providers – doing more with less
- System capacity constraints due to surge in digital payments
- Heightened IT and cyber-security risks



What's the public Saying?



Thinks the government should offer digital and online payment options.



Would be likely to use those options, if they were offered.

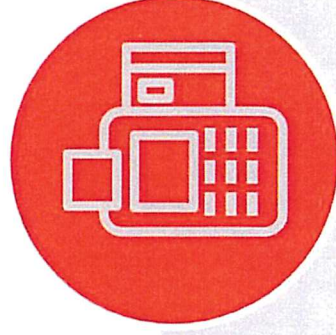
Unlocking the Value for Public Sector

The right payment system that incorporates efficient payment processing can help state and local governments deliver results for users.



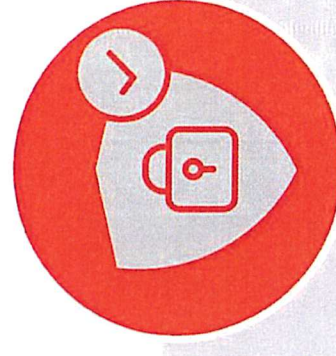
User Expectations are Evolving

Users desire easy, flexible digital billing and payment options including contactless and digital wallets. When you enable your customers to make payments through their preferred means, you expand access to your services and minimize potential disruptions to your cash flow.



Payment Processing Costs Can Vary

Payment processing costs can vary depending on shifts in your payment mix and methods. These unexpected changes can have a downstream effect on your expenses. When you use our payment optimization strategies you gain more control and predictability in your card acceptance costs.



Security Concerns are Increasing

With a rise in cyber threats, a strong payments strategy will help protect against threats. P2PE technology encrypts cardholder data in the card reader, protecting the data from attacks that target payment data at the point of acceptance.





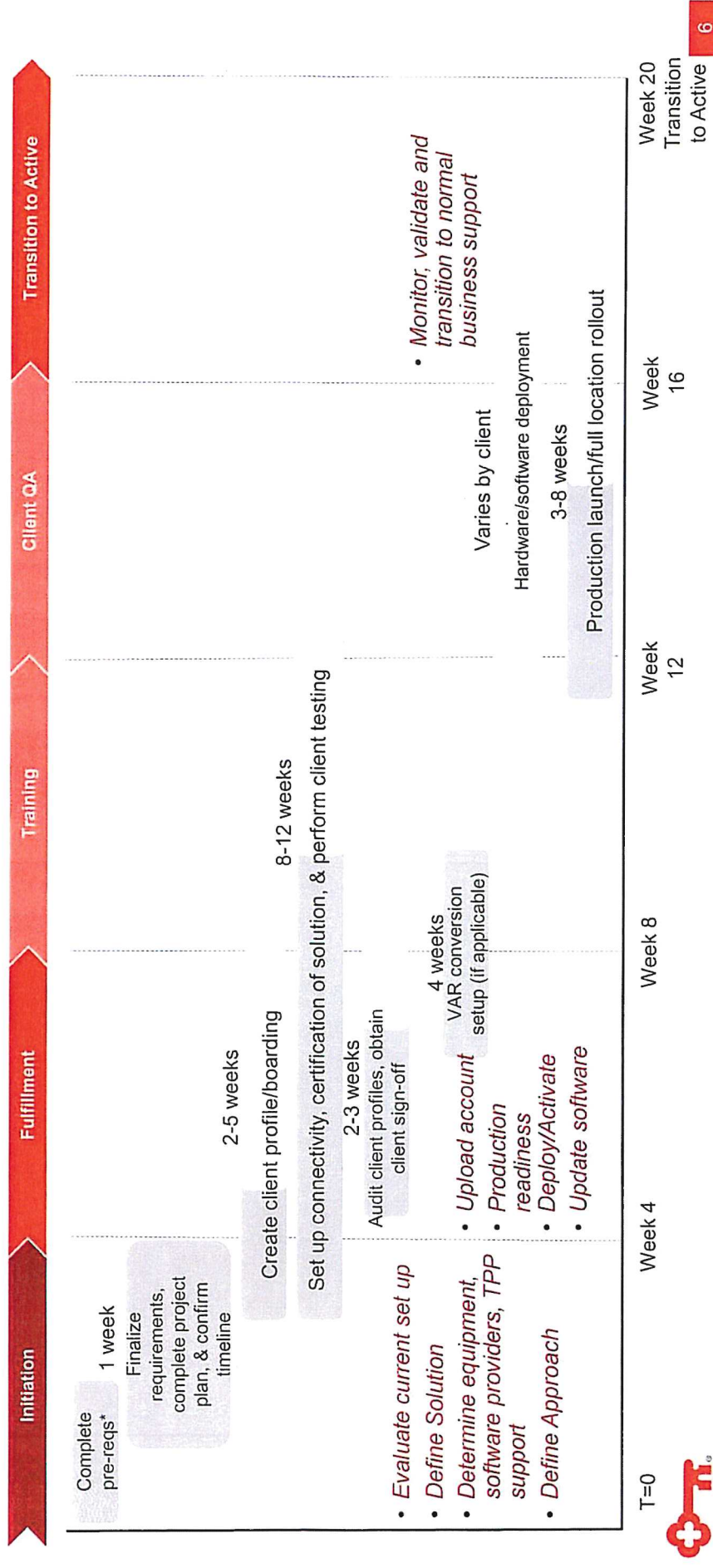
Why KeyBank Merchant Services for Public Sector

KeyBank offers best-in-class technology, differentiated servicing and ways to reduce the total cost of ownership for your unique needs.



Managed Merchant Onboarding Process Flow

An example timeline assuming all prerequisites have been met



KEYBANK NATIONAL ASSOCIATION

Exceptions to Requirements and Specifications

In accordance with Section C of Exhibit C to the Request for Competitive Proposals Contract No. 1177-BCS - Merchant Bank Card Services (the “RFP”), KeyBank National Association (“KeyBank” or “Vendor”) requests the following exceptions to the requirements and specifications of the RFP.

Section of the RFP:	Requested Exception:
<p>Exhibit B (“Contractual Terms and Conditions”)</p> <p>Section A</p>	<p>Modify Section A, as follows:</p> <p>“A. Contract/Agreement</p> <p>The successful proposal, when properly accepted by the Authority, shall be subject to all the terms and conditions of the proposal documents. The Albany County Airport Authority shall generate a contract to the successful Proposer (the “Contract” or the “Agreement”), <u>which shall include the Vendor’s Agreements (as hereinafter defined) as exhibits to the Contract.</u> The successful proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the Authority. <u>Notwithstanding the foregoing, Vendor may, without the prior written consent of the Authority, assign its interests in the Contract and/or the Vendor’s Agreements to any successor, subsidiary, parent or affiliate of the Vendor, or a substitute entity in the event of a takeover, sale of stock, merger or acquisition, or other similar transaction of relating to the Vendor.</u></p> <p><u>Notwithstanding the foregoing, the Authority agrees that the Vendor may arrange for some or all of the services and/or related software contemplated by the Contract to be provided or performed by third party providers including any direct or indirect subsidiary (other than the Vendor) of KeyCorp and its successors (each a “Provider”). The use of a Provider to perform the services contemplated by the Contract shall not relieve Vendor of its obligations under the Contract.</u></p> <p><u>As used herein, “Vendor Agreement” and “Vendor’s Agreements” shall mean any form of agreement or documentation prepared and provided by the Vendor and relating to the Agreement or services provided under the Agreement, and may include, without limitation, an on-line agreement, proposal, or invoice, whether made a part of the Agreement or effective or purporting to be effective outside of or in addition to the Agreement. The term “Vendor’s Agreements” shall include, without limitation, (a) Vendor’s Merchant Processing Application and Agreement and any addenda thereto, and all related agreements or documents including, without limitation, the related General Terms and Conditions and all Card Association Rules (as hereinafter defined) (each as the same may now or hereafter be amended, restated or otherwise modified from time to time, collectively, the “Merchant Agreement”), (b) Vendor’s Cash Management Services Master Agreement (as previously executed by the Authority, the “Master Agreement”); (c) all “Service Schedules” (as defined in the Master Agreement) as previously executed by the Authority and as the same may now or hereafter be executed by the Authority and the Vendor relating thereto, and (d) the Vendor’s Deposit Account Agreement and Funds Availability Policy (the “Deposit Account Agreement”), each and all of the foregoing, (a) through (d), as the same may now or hereafter be amended, restated, renewed, replaced, supplemented or otherwise modified from time to time.</u></p> <p><u>Notwithstanding anything to the contrary set forth in the Agreement, to the extent there is any conflict or inconsistency between the Agreement (including all exhibits hereto), on the one hand, and any Card Association Rules, on the other, the terms of the Card Association Rules shall control. Notwithstanding anything to the contrary set forth in the Agreement, to the extent there is any conflict or inconsistency between the Agreement (including all exhibits hereto), on the one hand, and Vendor’s Deposit Account Agreement, on the other, the terms of the Deposit Account Agreement shall control.”</u></p>

Section of the RFP:	Requested Exception:
<p>Exhibit B ("Contractual Terms and Conditions")</p> <p>Section C</p>	<p>Modify the second paragraph set forth in Section C(2), as follows:</p> <p>"If after inspection, (a) problem areas that are not corrected immediately (within one (1) a reasonable period of time working day), contingent upon the nature of the issue, of notification by the Authority, except that in the event of unless involving an emergency where work shall occur (within one (1) hour); immediately after identification of the root cause and notification to all pertinent parties, and (b) must be corrected using an outside source other than the successful proposer, we shall deduct charges for such outside services from payment for failure to perform in keeping with the terms of this contract.</p>
<p>Exhibit B ("Contractual Terms and Conditions")</p> <p>Section D</p>	<p>OMIT Section D(1) and D(6), which read:</p> <p>"1. Along with vendor invoices, a Bill of Lading complete log showing the date, time of service, driver and truck number should be submitted to the Authority."</p> <p>"6. If during the term of the Agreement/Contract, the successful proposer's pricing to other customers under the same terms and conditions for services awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of that reduction shall be extended to the Authority."</p>
<p>Exhibit B ("Contractual Terms and Conditions")</p> <p>Section E</p>	<p>KeyBank is able to name the Authority or the County as an additional insured under KeyBank's Commercial General Liability and Automobile Liability policies only.</p> <p>KeyBank will comply the insurance coverages expressly set forth in Section E and other coverages as mutually agreed.</p> <p>KeyBank requests that that the Authority waive the requirement to complete the Insurance Requirement Affidavit in Exhibit D, Proposal F, because KeyBank's response to the RFP includes an insurance certificate demonstrating that KeyBank maintains the coverages consistent with the requirements set forth in Exhibit B, Section E, except as set forth herein.</p>
<p>Exhibit B ("Contractual Terms and Conditions")</p> <p>Section F</p>	<p>Modify the requirements of Section F to provide that Vendor may terminate or suspend the Agreement:</p> <ul style="list-style-type: none"> • if required under any legal, administrative or regulatory process, legal notice, injunction or court or other order; • in the event that the Vendor reasonably believes that any fraudulent or illegal activity has occurred or is or may be occurring with regard to the services provided under the Agreement; • for any failure on the part of the Authority, or inability of the Vendor, to comply with any applicable laws or regulations or Card Association Rules; • for any default, Default or event of default under any of the Vendor's Agreements, beyond any applicable notice and/or cure period; • for any noncompliance with any applicable data security standards, an actual or suspected data security breach, or any other circumstances which, in the Vendor's sole discretion, may present a financial or security risk; or • if any Card Association directs the Vendor to terminate or suspend the affected services. <p>"Card Association" means any entity formed to administer and promote credit or debit cards, including, without limitation, Visa U.S.A., Inc. ("Visa"), MasterCard International Incorporated ("MasterCard") and DFS Services LLC ("Discover"), and any applicable debit networks.</p>

Section of the RFP:	Requested Exception:
	<p>“Card Association Rules” means the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Association and related authorities, including without limitation, those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBT, the Quest Operating Rules and with respect to PIN debit Cards, the rules, regulations, policies and procedures of the applicable debit network).</p>
<p>Exhibit B (“Contractual Terms and Conditions”)</p> <p>Section H</p>	<p>Modify the requirements of Section H(2) to include federal law and provide that federal law alone shall control regarding fees and charges under the Agreement.</p> <p>Modify Section H(6) to permit termination upon thirty (30) days’ written notice only if the Vendor is in <u>material</u> default under the Agreement.</p>
<p>Exhibit B (“Contractual Terms and Conditions”)</p> <p>Section H</p>	<p>Modify Section H(7), as follows:</p> <p>“7. Representations</p> <p><u>Unless otherwise explicitly represented or warranted by the Authority in writing as being true and correct, no</u> information derived from inspection of Airport records or reports of investigation concerning the Agreement will in any way relieve the successful proposer from its responsibility or from properly performing its obligations under the contract. The Airport may have provided information as a convenience to the proposer and did so without any warranty whatsoever by the Authority. <u>Except for data required to be provided by the Authority under the terms of the Vendor’s Agreements,</u> the successful proposer makes its own conclusions and interpretations from the data supplied by the Authority and from information available from other sources.”</p>
<p>Exhibit B (“Contractual Terms and Conditions”)</p> <p>Section H</p>	<p>Modify Section H(9), as follows:</p> <p>“9. Indemnification</p> <p>The successful proposer, their employees or agents shall indemnify and save Albany County and the Albany County Airport Authority harmless from and against all claims, demands, losses, costs, damages, suits, actions and proceedings by whomsoever made, brought or prosecuted and in any manner based upon arising out or, related to, occasioned by or attributable to the infringement or contribution to the infringement of any intellectual or industrial property right by the articles, methods, processes or act employed by, or plans, drawings, specifications another written data provided by, the successful proposer or its employees in concern with providing services hereunder (including, without limitations, legal expenses on a solicitor and client basis), <u>except for any such claims, demands, losses, costs, damages, suits, actions or proceedings arising directly or indirectly from the Authority’s negligence or willful misconduct.</u></p> <p><u>Notwithstanding anything to the contrary set forth in the Agreement, the Vendor shall not be liable for damages caused by any act or omission of any third party, or for any charges imposed by any third party. In no event shall the Vendor be liable for special, incidental, punitive or consequential loss or damage of any kind including, but not limited to, lost profits (whether or not the Vendor has been advised of the possibility of such loss or damage). Vendor shall have no liability under the Agreement to any third party.</u></p> <p>The successful proposer shall have the right, in order to avoid such claims demands, losses, costs, damages, suits, action or proceedings, at its expense, to substitute, non-infringing equipment, materials and processes, or to modify such infringing equipment, so they become non infringing equipment. The successful proposer may wish to obtain the necessary licenses to use the infringing equipment, material and processes, if such substituted or modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of the Agreement.</p>

Section of the RFP:	Requested Exception:
	The provisions of this Section shall survive the expiration or sooner termination of this Agreement."
<p>Exhibit B ("Contractual Terms and Conditions")</p> <p>Section H</p>	<p>Modify Section H(10), as follows:</p> <p>"10. Default</p> <p>If the successful proposer is in default, the Authority may, in its discretion, do all things <u>reasonably necessary to effect compliance with the laws, regulation, by laws, directives, rules and conventions applicable to Vendor in providing services under the Agreement referred to therein, and the successful proposer shall, on demand by the Authority, reimburse the Authority for all costs incurred by the Authority for that purpose.</u>"</p>
<p>Exhibit B ("Contractual Terms and Conditions")</p> <p>Section H</p>	<p>Modify Section H(10), as follows:</p> <p>"12. Remedies</p> <p><u>Except as otherwise expressly agreed by the parties,</u> the successful proposer and the Authority agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code."</p>
<p>Exhibit B ("Contractual Terms and Conditions")</p> <p>Section H</p>	<p>Modify Section H(17), as follows:</p> <p>"17. Warranty</p> <p>The Successful proposer shall warrant that all services shall conform to the proposed specifications, drawings, descriptions listed in the RFP, furnished by proposer, if any, and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship. The successful proposer will not limit or exclude any implied warranties and any attempt to do so may render the awarded contract voidable at the option of the Authority. In case of conflict between specifications, drawings and descriptions, the specifications shall govern."</p>
<p>Exhibit B ("Contractual Terms and Conditions")</p> <p>Section H</p>	<p>Modify Section H(19), as follows:</p> <p>"19. Inspection and Audit</p> <p>The successful proposer shall keep, or cause to be kept, at its principal office, original books and records relating to hours of services, composite waste rates, including without limitation, direct and indirect payroll, and the cost for services, supplies and materials provided for or related to performing services under this Agreement. For four (4) years after the end of each year of the Term, successful proposer shall, upon 24 hours' notice given by Albany County Airport Authority to the successful proposer, afford Albany County Airport Authority and its representative <u>reasonable</u> access, during normal business hours, to such books and records for the purposes of inspection, extraction and audit; <u>provided, however, that notwithstanding the foregoing, books and records respecting any services performed under any of the Vendor's Merchant Agreement shall be retained in accordance with the Card Association Rules and applicable law.</u></p> <p><u>Notwithstanding the foregoing, except to the extent required by applicable law, rules and regulations, any inspection or audit permitted by the Agreement shall: (a) be conducted no more often than once per calendar year, at a mutually agreed time and upon not less than twenty-one (21) days' prior written notice, which notice shall include all topics and issues requested to be reviewed or examined, all of which must be directly relevant to the Vendor's performance of the services under the Agreement; (b) be conducted during regular business hours of the Vendor, (c) not be unreasonably burdensome or disruptive to the Vendor's business operations, and (d) not last longer than one (1) business day. Any</u></p>

Section of the RFP:	Requested Exception:
	<p><u>and all follow-up requests shall also be directly relevant to the services performed under this Agreement. Prior to the commencement of any such inspections or audits, the entities permitted to conduct such inspection or audit pursuant to the Agreement and their representatives shall enter into a confidentiality and non-disclosure agreement in form and substance acceptable to the Vendor in its reasonable discretion. Vendor reserves the right to limit or deny any inspection or audit request if such request would involve access to or viewing of any books, records, documents, and other materials not belonging to the Authority or that would otherwise compromise the security, confidentiality, or integrity of any data held by Vendor."</u></p>
<p>Exhibit D: Proposal A ("Proposal Acknowledgment Form")</p>	<p>Vendor's agreement to enter into an Agreement substantially in the form of Exhibit B to the RFP is expressly subject to the exceptions set forth herein.</p>

AGENDA ITEM NO. 10.11

**Authorization to Transfer and Assign
Agreement with EPIC Aviation to Ascent Aviation, a
wholly-owned subsidiary of World Kinect
Corporation.**

AGENDA ITEM NO: 10.11
MEETING DATE: September 16, 2024

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
09/16/2024

DEPARTMENT: *Administration/Legal Department*

Contact Person: *Christine C. Quinn, Esq., Authority Counsel*
 Margaret Herrmann, Chief Accountant

PURPOSE OF REQUEST:

Authorization to Transfer and Assign Agreement with EPIC Aviation to Ascent Aviation, a wholly-owned subsidiary of World Kinect Corporation.

CONTRACT AMOUNT:

Total Contract Amount: N/A

BUDGET INFORMATION:

Anticipated in Current Budget: Yes ✓ No NA
Funding Account No.:

AWARD CONDITIONS MET:

Apprenticeship N/A DBE: N/A MWBE: N/A

Service-Disabled, Veteran-Owned Business (SDVOB): N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal _____ State _____ Airport _____ NA ✓
Funding Source: Airport Operating Budget

JUSTIFICATION:

Request is made to Transfer and Assign our current Agreement with EPIC Aviation to Ascent Aviation, a wholly-owned subsidiary of World Kinect Corporation. The Board authorized the Agreement with EPIC Aviation, LLC on September 13, 2021 to issue annual purchase orders for the purchase of AvGas, Jet-A and Sustainable Aviation Fuel (SAF) along with the rental of two AvGas refueler trucks. The ACAA is currently in the final year of a three-year agreement which expires on October 31, 2024.

The asset purchase agreement between EPIC Aviation and Ascent Aviation is anticipated to close on or about October 1, 2024.

Upon closing, Ascent Aviation will continue to honor all existing pricing structures and contractual agreements through the remainder of the contracted term.

AGENDA ITEM NO: 10.11
MEETING DATE: September 16, 2024

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES ✓ NA

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. Yes ✓ NA

BACK-UP MATERIAL:

1. *Consent of Assignment*



August 12, 2024

22 Jetway Drive
Albany, NY 12211-1057

Re: **[Albany County Airport Authority Purchase Order], [Dated as of October 28, 2021], [by and between Albany County Airport Authority and EPIC Aviation, as a renewed by correspondence last dated as of November 15, 2023] (the “Agreement”)**

Dear Sir or Madam:

On July 25, 2024, Epic Aviation, LLC, Epic Card Services, LLC and Epic Aviation Canada Inc. (collectively, “**Epic**”) entered into an asset purchase agreement (the “**Purchase Agreement**”) with Ascent Aviation Group, Inc. (“**Ascent Aviation**”), a wholly-owned subsidiary of World Kinect Corporation, a publicly listed fuel logistics company [NYSE: WKC]. Pursuant to the Purchase Agreement, Epic agreed to sell certain of its assets, including the Agreement, to Ascent Aviation (the “**Transaction**”). The Transaction is anticipated to close on or about October 1, 2024 (the “**Closing Date**”).

Under the terms of the Transaction, on the Closing Date, Epic will assign the Agreement to Ascent Aviation. Under the terms of the Agreement, such assignment requires your consent to be effective. Epic therefore requests your consent to such assignment of the Agreement. Please provide your consent to such assignment by signing below where indicated and returning a signed version of this letter via email to [breid@epicfuels.com] as soon as possible.

We appreciate your cooperation. If you have any questions concerning this request, please let us know as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Reid', written over a horizontal line.

Brett Reid
Regional Sales Manager

Acknowledged and Consented to by:

Albany County Airport Authority

By: _____
Print Name: _____
Title: _____
Date: _____

AGENDA ITEM NO. 10.12

**Amendment to the Airport Management
Services Agreement between the Albany
County Airport Authority and Avports ALB LLC
Contract No. 22-1120-AM**

AGENDA ITEM NO: 10.12
MEETING DATE: September 16, 2024

**ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION**

DEPARTMENT:

**ACAA Approved
09/16/2024**

Contact Person: *Christine C. Quinn, Authority Counsel*

PURPOSE OF REQUEST:

Authorization for an Amendment to the Airport Management Services Agreement between the Albany County Airport Authority and Avports ALB LLC Contract No. 22-1120-AM

CONTRACT AMOUNT:

Base Amount: *N/A*

BUDGET INFORMATION: *N/A*

AWARD CONDITIONS MET: *N/A*

FISCAL IMPACT – FUNDING: *N/A*

JUSTIFICATION:

Authorization is requested for an Amendment to the Airport Management Services Agreement between the Albany County Airport Authority and AvPorts ALB LLC. The Agreement currently provides that the Authority shall give Contractor at least ninety (90) days notice that it does not wish to exercise the First Extension Term prior to the expiration of the initial term (December 31, 2024). The amendment will provide that the Authority shall give Contractor at least sixty (60) days notice that it does not wish to exercise the First Extension Term prior to the expiration of the initial term (December 31, 2024).

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES ✓ NA

PROCUREMENT DEPARTMENT APPROVAL: *N/A*

BACK-UP MATERIAL:

Amendment of Airport Management Services Agreement Contract No. 22-1120-AM

AMENDMENT
OF
AIRPORT MANAGEMENT SERVICES AGREEMENT

Contract No. 22-1120-AM

THIS AMENDMENT of the Airport Management Services Agreement entered into effective as of the 1st day of January 2023, by and between the ALBANY COUNTY AIRPORT AUTHORITY (the "AUTHORITY"), a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law, having offices at the Albany International Airport, 737 Albany Shaker Road, Main Terminal, 3rd Floor, Albany, NY, 12211 and AVPORTS ALB LLC (the "CONTRACTOR"), a Delaware limited liability company having its office and principal place of business at 45025 Aviation Drive, Suite 100, Dulles, VA 20166-7524, is made and entered into this _____ day of _____, 2024. This amendment shall be referred to hereinafter as the "Amendment"

WITNESSETH:

WHEREAS, the AUTHORITY is a body corporate and politic constituting a public benefit corporation, created and existing under Title 32 of Article 8 of the Public Authorities Law of the State of New York;

WHEREAS, the CONTRACTOR is a corporation organized and existing under the laws of the State of Delaware;

WHEREAS, ARTICLE XIV(a) EXTENSION OR TERMINATION OF CONTRACT currently provides that the AUTHORITY shall have the option to extend the term of this Agreement for two renewal terms each of which are five (5) years.

WHEREAS, ARTICLE XIV(a) EXTENSION OR TERMINATION OF CONTRACT further provides that the AUTHORITY shall give CONTRACTOR at least ninety (90) days notice that it does not wish to exercise the First Extension Term prior to the expiration of the initial term (December 31, 2024).

WHEREAS, the parties desire to mutually amend ARTICLE XIV(a) EXTENSION OR TERMINATION OF CONTRACT.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, AUTHORITY and CONTRACTOR do hereby mutually undertake, promise and agree, each for itself and its successors and assigns as follows:

1. ARTICLE XIV(a) EXTENSION OR TERMINATION OF CONTRACT is hereby amended to provide that the First Extension Term notice not to renew shall be reduced from ninety (90) days to sixty (60) days prior to the expiration of the Initial Term (December 31, 2024)

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the day and year first above written.

ALBANY COUNTY AIRPORT AUTHORITY

BY: _____

Name: Samuel A. Fresina

Title: Chairman

OR

Name: Peter F. Stuto

Title: Acting Chief Executive Officer

AVPORTS ALB LLC

BY: _____

Name: Jorge Roberts

Title: Chief Executive Officer

STATE OF NEW YORK)

COUNTY OF ALBANY) ss.:
)

On this _____ day of _____ 20____, before me personally came and appeared SAMUEL A. FRESINA, to me known to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chairman of the Albany County Airport Authority, the public benefit corporation described in, and which executed, the foregoing instrument; that he executed the foregoing instrument in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on September 16, 2024; and that he signed his name thereto by like authorization.

Notary Public

STATE OF NEW YORK)

COUNTY OF ALBANY) ss.:
)

On this _____ day of _____ 20____, before me personally came and appeared Peter F. Stuto, to me known to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Acting Chief Executive Officer of the Albany County Airport Authority, the public benefit corporation described in, and which executed, the foregoing instrument; that he executed the foregoing instrument in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on September 16, 2024; and that he signed his name thereto by like authorization.

Notary Public

STATE OF)
COUNTY OF) ss.:
)

On this _____ day of _____ 20____, before me personally came and appeared Jorge Roberts, to me known to be the person who executed the foregoing Agreement, who, being duly sworn, did depose and say that he is the Chief Executive Officer of AVPORTS ALB LLC, the limited liability company described in, and which executed, the foregoing Agreement, that the Agreement was duly authorized by the Board of Directors of such corporation and that he is authorized to execute such Agreement of behalf of said corporation.

Notary Public

AGENDA ITEM NO. 10.13

**Authorization: Lease of Bldg #211, 85
Sicker Road, Latham, NY, 12210**

**Commuteair LLC D/B/A
Commuteair
24950 Country Club Blvd
Suite 200
North Olmsted, OH 44070**

AGENDA ITEM NO: 10.13

MEETING DATE: September 16, 2024

**ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION**

**ACAA Approved
09/16/2024**

DEPARTMENT: Finance

Contact Person: Michael Zonsius, Chief Financial Officer

PURPOSE OF REQUEST:

Authorization: Lease of Bldg #211, 85 Sicker Road, Latham, NY, 12210

Commuteair LLC D/B/A Commuteair
24950 Country Club Blvd, Suite 200
North Olmsted, OH 44070

AMOUNT:

May 1, 2024 – April 30, 2025	\$135,382.50	(\$5.50/sqft * 24,615 sqft)
May 1, 2025 – April 30, 2026	\$147,690.00	(\$6.00/sqft * 24,615 sqft)
May 1, 2026 – April 30, 2027	\$159,997.50	(\$6.50/sqft * 24,615 sqft)
May 1, 2027 – April 30, 2028	\$172,305.00	(\$7.00/sqft * 24,615 sqft)
May 1, 2028 – April 30, 2029	\$184,612.50	(\$7.50/sqft * 24,615 sqft)

BUDGET INFORMATION:

Anticipated in Current Budget: Yes: ☒ No: ☐

Account String: 2024-01070-11-0000

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal: NA State: NA Airport: R&Cs, NA

JUSTIFICATION:

Authorization is requested to enter into a five-year lease with Commuteair LLC D/B/A Commuteair for the premises known as Bldg #211 located at 85 Sicker Road, Latham, NY, 12210. The 24,614 square foot building is used as an MRO (Maintenance, Repair, and Overhaul) hangar for Commuteair aircraft. The rent will increase incrementally at \$0.50 per year (approx. 7.14% annually).

The tenant will be provided a \$130,000, one-time Tenant Improvement Allowance to repair the floors, replace overhead lighting, and replace/repair ceiling tiles, lighting and repaint entrance area.

AGENDA ITEM NO: 10.13

MEETING DATE: September 16, 2024

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL:

YES: √ NA:

PROCUREMENT DEPARTMENT APPROVAL: NA

BACK-UP MATERIAL:



AGENDA ITEM NO. 10.14

**Authorization: Lease of Bldg #222, 85
Sicker Road, Latham, NY, 12210**

**Commuteair LLC D/B/A
Commuteair
24950 Country Club Blvd
Suite 200
North Olmsted, OH 44070**

AGENDA ITEM NO: 10.14

MEETING DATE: September 16, 2024

**ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION**

DEPARTMENT: Finance

Contact Person: Michael Zonsius, Chief Financial Officer

**ACAA Approved
09/16/2024**

PURPOSE OF REQUEST:

Authorization: Lease of Bldg #222, 85 Sicker Road, Latham, NY, 12210

Commuteair LLC D/B/A Commuteair
24950 Country Club Blvd, Suite 200
North Olmsted, OH 44070

AMOUNT:

May 1, 2024 – April 30, 2025	\$115,500.00	(\$5.50/sqft * 21,000 sqft)
May 1, 2025 – April 30, 2026	\$126,000.00	(\$6.00/sqft * 21,000 sqft)
May 1, 2026 – April 30, 2027	\$136,500.00	(\$6.50/sqft * 21,000 sqft)
May 1, 2027 – April 30, 2028	\$147,000.00	(\$7.00/sqft * 21,000 sqft)
May 1, 2028 – April 30, 2029	\$157,500.00	(\$7.50/sqft * 21,000 sqft)

BUDGET INFORMATION:

Anticipated in Current Budget: Yes: ☒ No:
Account String: 2024-01070-11-0000

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal: NA State: NA Airport: R&Cs, NA

JUSTIFICATION:

Authorization is requested to enter into a five-year lease with Commuteair LLC D/B/A Commuteair for the premises known as Bldg No. 222 located at 85 Sicker Road, Latham, NY, 12210. The 21,000 square foot building is used as an MRO (Maintenance, Repair, and Overhaul) hangar for Commuteair aircraft. The rent will increase incrementally at \$0.50 per year (Approx. 7.14% annually).

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 10.14

MEETING DATE: September 16, 2024

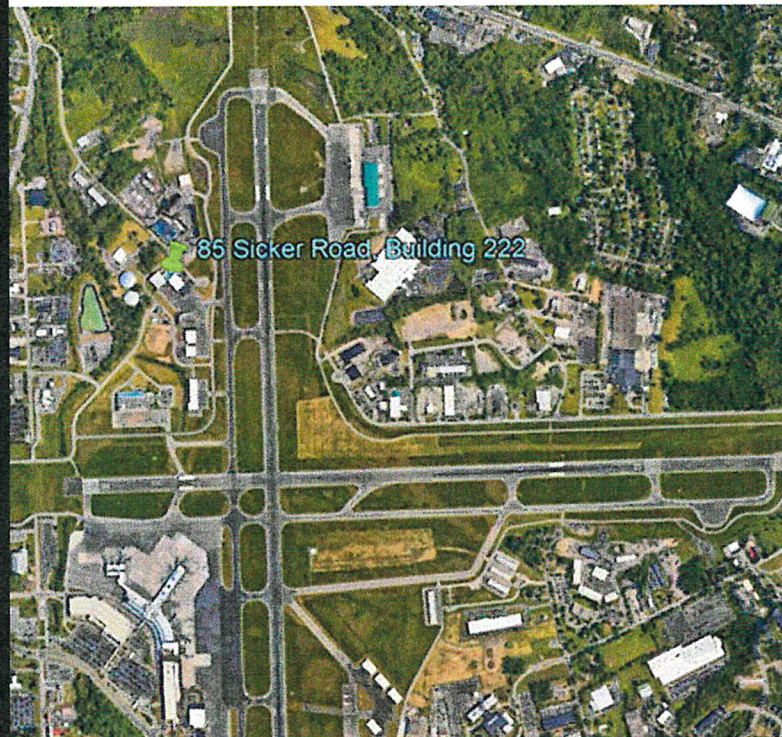
FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL:

YES: ☒ NA:

PROCUREMENT DEPARTMENT APPROVAL:

NA

BACK-UP MATERIAL:



AGENDA ITEM NO. 10.15

**Authorization: Bldg #109
(Hangar 4. Community Hangar), 16 Jetway Drive,
Albany 12211**

**DEA – Aviation Division
Aviation Op. Cntr
2300 Horizon Dr.
Fort Worth, TX 76177-5300**

AGENDA ITEM NO: 10.15

MEETING DATE: September 16, 2024

**ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION**

**ACAA Approved
09/16/2024**

DEPARTMENT: Finance / Legal

Contact Person: Michael Zonsius, Chief Finance Officer
Christine Quinn, Authority Counsel

PURPOSE OF REQUEST:

Authorization: Bldg #109 (Hangar 4. Community Hangar), 16 Jetway Drive, Albany 12211

DEA – Aviation Division
Aviation Op. Cntr, 2300 Horizon Dr.
Fort Worth, TX 76177-5300

AMOUNT: Oct 1, 2024 – Sep 30, 2025 \$9,153.00 (\$9.153/sqft * 1,748 sqft)

BUDGET INFORMATION:

Anticipated in Current Budget: Yes: \checkmark No:

Account String: 2024-01545-61-0000

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal: NA State: NA Airport: R&Cs, NA

JUSTIFICATION:

Authorization is requested to enter into a one-year lease with the United States DEA- Aviation Department for a portion, 1,748 square feet, of the premises located in Bldg #109 located at 16 Jetway Drive, Albany, NY, 12211. The lease is for a one-year term.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL:

YES: \checkmark NA:

AGENDA ITEM NO: 10.15

MEETING DATE: September 16, 2024

PROCUREMENT DEPARTMENT APPROVAL:

NA

BACK-UP MATERIAL:

1. Lease Agreement



19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

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Section 1 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES					
CONTINUATION SHEET					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	/ HANGAR RENTAL (1,748 SF) PSC: X1BZ Line Period of Performance: 10/01/2024 - 09/30/2025	12	MO	\$762.75000	\$9,153.00
TOTAL					\$9,153.00

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	\$0.00	DEA-2024-2024-S1D-SG-2360000-DOM-G2-FLS-23201-SG005-ADMN-2360220-2024
		TOTAL: \$0.00	

Title: ALBANY COUNTY AIRPORT AUTHORITY - HANGAR RENTAL (1,748 SF)
PoP Dates: 10/01/2024 to 09/30/2025

Section 2 - Contract Clauses

This Section Is Intentionally Left Blank

Section 3 - List of Attachments

Identifier	Title	Number of Pages
1	E19 259426	
2	ALBANY COUNTY AIRPORT FY 25 LSD.pdf	
3	ALBANY COUNTY AIRPORT SAM REGIS.pdf	
4	ALBANY COUNTY AIRPORT VENDOR.pdf	

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ORDER #: 15DD0A24P00000071

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far-smart-matrix>.
(End of clause)

CONTRACTING OFFICER: Check the appropriate box only for clauses that are applicable to this procurement.

- | | | |
|-------------------------------------|------------------|---|
| <input type="checkbox"/> | 52.203-16 | PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020) |
| <input type="checkbox"/> | 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020) |
| <input type="checkbox"/> | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) |
| <input type="checkbox"/> | 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) |
| <input type="checkbox"/> | 52.204-12 | UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016) |
| <input checked="" type="checkbox"/> | 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) |
| <input type="checkbox"/> | 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020) |
| <input checked="" type="checkbox"/> | 52.204-19 | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) |
| <input type="checkbox"/> | 52.204-21 | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) |
| <input type="checkbox"/> | 52.204-23 | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES, IN ALL SOLICITATIONS AND CONTRACTS (NOV 2021) |
| <input checked="" type="checkbox"/> | 52.204-25 | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) |
| <input checked="" type="checkbox"/> | 52.204-27 | PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023) |

(a) Definitions. As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

- | | | |
|-------------------------------------|-----------------------|---|
| <input type="checkbox"/> | 52.207-5 | OPTION TO PURCHASE EQUIPMENT (FEB 1995) |
| <input checked="" type="checkbox"/> | 52.212-4 | CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022) |
| <input type="checkbox"/> | 52.212-4 ALT I | CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022) WITH ALTERNATE I (NOV 2022) |

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2021)



JAR 2852.212-4 TERMS AND CONDITIONS—COMMERCIAL ITEMS (NOV 2020) (DEVIATION)

When a commercial item is contemplated (using FAR part 12 procedures or otherwise) and the contract will include FAR 52.212-4, the following replaces subparagraph (g)(2); paragraph (h); subparagraph (i)(2); paragraph (s); and paragraph (u), Unauthorized Obligations, of the basic FAR clause, and adds paragraph (w), as follows:

(g)(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment act regulations at 5 CFR part 1315, as modified by subparagraph (i)(2), *Prompt payment*, of this clause.

(h) *Patent indemnity*. Contractor shall indemnify and hold harmless the Government and its respective affiliates, officers, directors, employees, agents, successors and assigns (collectively, "Indemnities") from and against any and all liability and losses incurred by the Indemnities that are (i) included in any settlement and/or (ii) awarded by a court of competent jurisdiction arising from or in connection with any third party claim of infringement made against Indemnities asserting that any product or service supplied under this contract constitutes infringement of any patent, copyright, trademark, service mark, trade name or other proprietary or intellectual right. This indemnity shall not apply unless Contractor shall have been informed within a reasonable time by the Government of the claim or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. This indemnity also shall not apply to any claim unreasonably settled by the Government which obligates Contractor to make any admission or pay any amount without written consent signed by an authorized officer of Contractor, unless required by final decree of a court of competent jurisdiction.

(i)(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations (5 CFR part 1315), with the following modification regarding the due date: For the sole purpose of computing an interest penalty due the Contractor, the Government agrees to inspect and determine the acceptability of any supply delivered or service performed specified in the invoice within thirty (30) days of receipt of a proper invoice from the Contractor, after which time, if no affirmative action has been taken by the Government to accept such supply or service, the supply or service will be deemed accepted and payment due thirty (30) days from the date of deemed acceptance. If the Government makes the determination that the item delivered or service performed is deficient or otherwise unacceptable, or the invoice is otherwise determined not to be a proper invoice, the terms and conditions of this paragraph regarding prompt payment will apply to the date the Contractor corrects the deficiency in the item delivered or service performed or submits a proper invoice. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts provisions of the basic FAR clause at 52.212-4, and the Unauthorized Obligations and Contractor's Commercial Supplier Agreements—Unenforceable Clauses provisions of JAR 2852.212-4.

(3) FAR 52.212-5.

(4) Other paragraphs of the basic FAR clause at 52.212-4, with the exception of paragraph (o), Warranty, and those paragraphs identified in this deviation of 52.212-4.

(5) Addenda to this solicitation, contract, or order, including contractor's Commercial supplier agreements incorporated into the contract.

(6) Solicitation provisions if this is a solicitation.

(7) Paragraph (o), Warranty, of the basic FAR clause at 52.212-4.

(8) The Standard Form 1449.

(9) Other documents, exhibits, and attachments.

(10) The specification.

(u) *Unauthorized obligations*.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract or order is subject to any Commercial supplier agreement that includes any language, provision, or clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (see 31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other similar mechanism (e.g., "clickwrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement and have no effect.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(w) *Commercial supplier agreements—unenforceable clauses*. When any supply or service acquired under this contract or order is subject to a contractor's commercial supplier agreement, the following shall be deemed incorporated into such agreement and modifies and replaces any similar language, provision, or clause in such agreement. As used herein, "this agreement" means any contractor commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

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(i) *Applicability.* This agreement is a part of a contract between commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR part 12).

(ii) *End user.* This agreement shall bind the Government as end user but shall not operate to bind the Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes.* This agreement is governed by Federal law.

(A) Any language, provision, or clause purporting to subject the U.S. Government to the laws of any U.S. state, territory, district, or municipality, or the laws of a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted and shall have no effect.

(B) Any language, provision, or clause requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted and shall have no effect.

(C) Any language, provision, or clause prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted and shall have no effect.

(iv) *Continued performance.* Notwithstanding any other provision in this agreement, if the Contractor believes the Government to be in breach of this contract, order, or agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d), Disputes, of FAR 52.212-4.

(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to the contract, order, or this agreement,

(A) binding arbitration shall not be used unless otherwise specifically authorized by agency guidance, and

(B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the Government only when explicitly provided by statute.

(vi) *Updating terms.*

(A) After award, the contractor may unilaterally revise terms if they are not material. Material terms are defined as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease the overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provisions of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *Order of precedence.* Any Order of Precedence clause in any commercial supplier agreement is not enforceable against the Government. The applicable Order of Precedence for this contract, order, or agreement is FAR 52.212-4(s), as revised by JAR 2812.302 and 2852.212-4(s).

(viii) *No automatic renewals.* If any license or service tied to period payment is provided under this agreement (*e.g.*, annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by a properly warranted contracting officer, and any provision or term of any license or service purporting to provide for automatic renewal is unenforceable against the Government.

(ix) *Indemnification by the Government or end-user.* Any language, provision, or clause of this commercial supplier agreement requiring the Government or End-user to indemnify the commercial supplier or licensor is not enforceable against the Government.

(x) *Indemnification by the commercial supplier or licensor.* Any clause of this agreement requiring or permitting the commercial supplier or licensor to defend the Government as a condition of indemnifying the Government for any claim of infringement is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(xi) *Audits.* Any language, provision, or clause of this commercial supplier agreement permitting Contractor to audit the end user's compliance with this agreement is not enforceable against the Government. To the extent any language, provision or clause of this agreement permits Contractor to audit the Government's compliance under this contract, order, or agreement, such language, provision, or clause of this agreement is hereby stricken and replaced as follows:

“(A) If Contractor reasonably believes that the Government has violated the terms of this agreement with regard to the restrictions on authorized use and/or the number of authorized users, upon written request from Contractor, including an explanation of the basis for the request, DOJ will provide a redacted version of the Government's most recent Security Assessment and Authorization package (SAA) to Contractor on a confidential basis, so that Contractor may reasonably verify the Government's compliance with its obligations under this agreement. Contractor understands and agrees that the Government will remove or redact any information from the SAA that it reasonably believes may compromise (a) the security of the Government's information technology environment; (b) the confidentiality of any third-party proprietary or confidential information; (c) any confidential, sensitive law enforcement information; and (d) any other information that the Government believes may compromise a past, current, or prospective investigation, prosecution, or litigation. Notwithstanding the preceding, and subject to the Government's policies and procedures for such review, including but not limited to complying with all Government security requirements prior to being granted access to the Government's facilities, including the execution of appropriate confidentiality and/or non-disclosure agreements, the Government will arrange, upon Contractor's written request, for Contractor to view an un-redacted version of the SAA on Government premises. Contractor understands that Contractor will be provided a copy of the un-redacted SAA on Government premises only and that no un-redacted copy of the SAA, or any medium containing information relating to it, will be permitted to be removed from Government premises.

(B) The Contractor also understands and agrees that the Contractor shall make a request under this paragraph no more than on an annual basis and only during the period of the contract, and that any activities performed by Contractor under this clause will be performed at Contractor's expense, without reimbursement by the Government.

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(C) Discrepancies found with regard to the restrictions on authorized use and/or the number of authorized users may result in a charge by Contractor to the Government. Any resulting invoice must comply with the proper invoicing and payment requirements specified in the contract. This charge, if disputed by the Government, will be resolved through the Disputes clause at 52.212-4(d); no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.”

(xii) *Taxes or surcharges.* Any taxes or surcharges which the Contractor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xiii) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government’s prior approval, except as expressly permitted under FAR 52.212-4 (b), Assignment.

(xiv) *Confidential information.*

(A) During the term of this contract or order, either party may identify information as “confidential information,” and there shall be no disclosure, dissemination, or publication of any such information except to the extent required for the performance of this contract or order and otherwise provided in this clause or by statute or regulation. Specifically, the parties agree that the party receiving confidential information may only disclose such information to its employees and contractors on a “need-to-know” basis to carry out the obligations of this contract or order, and that subcontractors performing under this Agreement are subject to the same stipulations provided in this provision. The parties also agree that this provision shall survive the termination of this contract or order, and any confidential information obtained or received which comes within these restrictions shall remain confidential, provided that the obligation to treat information as confidential shall not apply to information which is or becomes publicly available through no improper action of the receiving party; is or comes to be in the receiving party’s possession independent of its relationship with the disclosing party; is developed by or becomes known to the receiving party without use of any confidential information of the disclosing party; or is obtained rightfully from a third party not bound by an obligation of confidentiality. Additionally, nothing in this contract or order shall restrict disclosure by the receiving party pursuant to any applicable law, including but not limited to the Freedom of Information Act, 5 U.S.C. 552, *et seq.*, or an order of any court of competent jurisdiction, provided that in either such case the receiving party gives prompt notice to the disclosing party to allow the disclosing party to interpose an objection to such disclosure, take action to assure confidential handling of the confidential information, or take such other action as it deems appropriate to protect its confidential information.

(B) The Government considers and hereby identifies as confidential any and all information related to any inquiries and/or searches performed by the Government or by contractor at the Government’s direction under this contract or order, including the subject of any such inquiry or search and any and all search terms, regardless of whether provided in writing or orally to Contractor, and Contractor agrees that it may only disclose such information to its employees and contractors on a “need-to-know” basis to carry out the obligations of this contract or order and that it will not share, reveal, divulge, disclose, disseminate, or publicize any such information to any third party except as provided in this provision without the prior written approval of the Contracting Officer. Contractor also understands and agrees that any subcontractors performing under this contract or order are subject to the same stipulations and that Contractor may be held responsible for any violations of confidentiality by a subcontractor.

(C) These provisions are consistent with and do not supersede, conflict with, or otherwise alter an employee’s obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by Executive orders and statutory provisions relating to whistleblower protection are incorporated into this contract and are controlling.

(D) The Government may share the terms, conditions and prices set forth in this Order with, and provide a copy of the Order to, other Executive branch agencies of the U.S. Government, provided that the Government shall ensure that other Executive branch agencies to which it provides such information will be required to treat all such information consistent with terms and conditions set forth in this Order.

(E) Notwithstanding anything in this agreement, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this Order.

(xv) *Authorized users.* Authorized users may include full and part-time employees of the Government, including those working at or from remote locations, and contractors and contractor employees working within the scope of their contract with the Government, including those at or from remote locations.

(xvi) *Authorized use.* Authorized users are authorized to use the product or service acquired under this contract in performing business on behalf of the Government. Any information obtained or acquired by the Government under this contract may be used by the Government in the performance of Government business.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

(End of clause)

☒ **52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUN 2023)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

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(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Sec.889(a)(1)(A) of Pub. L. 115-232)

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) (Executive Order 13658).

(5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).

(6) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(7) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[CONTRACTING OFFICER: CHECK THE CORRESPONDING BOX FOR EACH CLAUSE THAT APPLIES TO THIS ORDER.]

- ☐ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).
- ☐ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 3509](#))).
- ☐ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).
(Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☐ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ☐ (5) [Reserved]
- ☐ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (8) [52.204-27](#), Prohibition on a ByteDance Covered Application (June 2023) (Section 102 of Division R of Pub. L. 117-328).
- ☐ (9) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ([31 U.S.C. 6101 note](#)).
- ☐ (10) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- ☐ (11) [Reserved]
- ☐ (12) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2023) ([15 U.S.C. 657a](#)).
- ☐ (13) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ☐ (14) [Reserved]
- ☐ (15)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
☐ (ii) Alternate I (Mar 2020).
- ☐ (16)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
☐ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- ☐ (17) [52.219-8](#), Utilization of Small Business Concerns (Sep 2023) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ☐ (18)(i) [52.219-9](#), Small Business Subcontracting Plan (Sep 2023) ([15 U.S.C. 637\(d\)\(4\)](#)).
☐ (ii) Alternate I (Nov 2016) of [52.219-9](#).
☐ (iii) Alternate II (Nov 2016) of [52.219-9](#).
☐ (iv) Alternate III (Jun 2020) of [52.219-9](#).
☐ (v) Alternate IV (Sep 2023) of [52.219-9](#).
- ☐ (19)(i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
☐ (ii) Alternate I (Mar 2020) of [52.219-13](#).
- ☐ (20) [52.219-14](#), Limitations on Subcontracting (Sep 2021) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ☐ (21) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ☐ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) ([15 U.S.C. 657 f](#)).
- ☐ (23)(i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Sep 2023) ([15 U.S.C. 632\(a\)\(2\)](#)).
☐ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- ☐ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Oct 2022) ([15 U.S.C. 637\(m\)](#)).
- ☐ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Oct 2022) ([15 U.S.C. 637\(m\)](#)).
- ☐ (26) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- ☐ (27) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).

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- ☐ (28) [52.222-3](#), Convict Labor (Jun 2003) (E.O. 11755).
- ☐ (29) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Dec 2022) (E.O. 13126).
- ☐ (30) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- ☐ (31)(i) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
 - ☐ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- ☐ (32)(i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
 - ☐ (ii) Alternate I (Jul 2014) of [52.222-35](#).
- ☐ (33)(i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
 - ☐ (ii) Alternate I (Jul 2014) of [52.222-36](#).
- ☐ (34) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- ☐ (35) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☐ (36)(i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 - ☐ (ii) [Alternate I](#) (Mar 2015) of 52.222-50 (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (37) [52.222-54](#), Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ☐ (38)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(iii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ☐ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (39) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (40) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ☐ (41)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
 - ☐ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- ☐ (42)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O. 13423 and 13514).
 - ☐ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- ☐ (43) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).
- ☐ (44)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O. 13423).
 - ☐ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- ☒ (45) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ☐ (46) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- ☐ (47) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
- ☐ (48)(i) [52.224-3](#), Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - ☐ (ii) Alternate I (Jan 2017) of [52.224-3](#).
- ☐ (49)(i) [52.225-1](#), Buy American—Supplies (Oct 2022) ([41 U.S.C. chapter 83](#)).
- ☐ (49)(ii) Alternate I (Oct 2022) of 52.225-1.
- ☐ (50)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (Oct 2022) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - ☐ (ii) Alternate I (Jan 2021) of [52.225-3](#).
 - ☐ (iii) Alternate II (Jan 2021) of [52.225-3](#).
 - ☐ (iv) Alternate III (Jan 2021) of [52.225-3](#).
 - ☐ (v) Alternate IV (Oct 2022) of [52.225-3](#).
- ☐ (51) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ☐ (52) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (53) [52.225-26](#), Contractors Performing Private Security Functions Outside of the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. Subtitle A, Part V, Subpart G Note](#)).
- ☐ (54) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ☐ (55) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

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- ☐ (56) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).
- ☐ (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- ☐ (58) [52.232-30](#), Installment Payments for Commercial Items (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- ☒ (59) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).
- ☐ (60) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- ☐ (61) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- ☐ (62) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ☐ (63) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- ☐ (64)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
 - ☐ (ii) Alternate I (Apr 2003) of [52.247-64](#).
 - ☐ (iii) Alternate II (Nov 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- ☐ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#), *et seq.*).
- ☐ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ☐ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#), *et seq.*).
- ☐ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#), *et seq.*).
- ☐ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#), *et seq.*).
- ☐ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022). ([FAC 2022-04](#))
- ☐ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706). ([FAC 2022-04](#))
- ☐ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 3509](#))).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

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- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Sec. 889(a)(1)(A) of Pub. L. 115-232)
- (v) [52.204-27](#), Prohibition on a ByteDance Covered Application (June 2023) (Section 102 of Division R of Pub. L. 117–328).
- (vi) [52.219-8](#), Utilization of Small Business Concerns (Sep 2023) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vii) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (viii) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- (ix) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- (xi) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (xii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xiii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (xiv) ☐ (A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
☐ (B) Alternate I (Mar 2015) of [52.222-50](#) (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- (xv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xvii) [52.222-54](#), Employment Eligibility Verification (May 2022) (E.O. 12989).
- (xviii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022). (*FAC 2022-04*)
- (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706). (*FAC 2022-04*)
- (xx)(A) [52.224-3](#), Privacy Training (Jan 2017) (5 U.S.C. 552a).
 (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside of the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. Subtitle A, Part V, Subpart G Note](#)).
- (xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxiii) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).
- (xxiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (Feb 2000). As prescribed in [12.301](#) (b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (Jun 2023). As prescribed in [12.301](#) (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1)*. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).

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- (B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
- (C) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (D) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (E) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (F) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ([15 U.S.C. 637\(d\)\(2\) and \(3\)](#)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (G) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (H) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O. 11246).
- (I) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (J) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- (K) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (L) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (M) __ (1) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- __ (2) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (N) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (O) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (P) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989).
- (Q) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (R) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (S) __ (1) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- __ (2) Alternate I (Jan 2017) of [52.224-3](#).
- (T) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (U) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (V) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).
- (W) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

☐ **52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)**

***fill-in information in paragraph (d); enter agency point of contact name, phone #, and e-mail address ***

☐ **52.225-8 DUTY-FREE ENTRY (OCT 2010)**

☒ **52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

☒ **52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**

☐ **52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)**

CONTRACTING OFFICER: List additional FAR clauses below, as needed, by entering the clause number, title, and date for each clause added.

The following clauses are also applicable as indicated below.

☐ **DEA-2852.203-70 FORMER EMPLOYMENT OR ASSIGNMENT WITH THE DEA (SEP 2021)**

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(a) Any offeror or contractor who intends to employ any individual who either currently works for DEA, or had been employed with DEA as a Federal employee within the previous **five (5) years** for work supporting a prospective or active DEA contract must notify DEA of its intent as described in this clause.

(b) The offeror or contractor shall instruct any prospective or current employee meeting the criteria in paragraph (a), above, to complete and sign a DEA Contractor Ethics Questionnaire. The questionnaire is available for download at https://www.dea.gov/sites/default/files/2020-06/contractor_ethics_questionnaire_jan_2020.pdf. When the intent to employ such individual is known prior to the award of a new contract or order, the contractor shall submit the employee's completed questionnaire and résumé to DEA concurrently with its proposal. When the intent is to employ such individual under an existing contract or order, the contractor shall submit the completed questionnaire and résumé electronically to the cognizant DEA contracting officer **AND** ethicsFAC@usdoj.gov.

(c) The offeror or contractor understands that any such employees described in paragraph (a) are prohibited from appearing before, or communicating with, the Federal Government on behalf of a contractor regarding a Government contract, investigation or other particular matter that they participated in personally and substantially as a Federal employee with the intent to influence Government officials in those matters for the lifetime of those matters.

(d) The offeror or contractor further understands that for two (2) years after leaving the Federal Government, such employees described in paragraph (a) are prohibited from appearing before, or communicating with, the Government with the intent to influence on behalf of a contractor regarding a Government contract, investigation or other particular matter that they did not participate in personally and substantially as a Federal employee, but that was under their official responsibility during their last year in the Government. For purposes of this clause, an employee is defined as one appointed under Title 5, Section 2015 or Title 21, Section 878 of the United States Code.

(e) If DEA determines after reviewing questionnaire responses or conducting other inquiries that the prospective employee is disqualified for assignment to the contract based on an unfavorable suitability and/or security determination, or may violate the post-employment restrictions described in paragraphs (c) or (d), above, or other applicable laws if allowed to work on or support the contract/task order, at DEA's request, the offeror or contractor must not assign such employee to work under a prospective or active contract.

(f) If an offeror or contractor fails to provide a required Questionnaire, the prospective employee will not be approved to work under the DEA contract or order until such time as the Questionnaire is submitted, reviewed, and approved in accordance with established procedures.

(End of clause)

☒ **DEA-2852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (SEP 2021)**

(a) The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances that would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) In the event that an actual, potential, or apparent organizational conflict of interest is discovered after award, the Contractor shall make full disclosure of the particular facts and circumstances to the Contracting Officer in writing. This disclosure shall include a description of the actions that the Contractor has taken, or proposes to take in order to avoid, mitigate, or neutralize the risk to the Government.

(c) Remedies. The Contracting Officer may terminate this contract for convenience, in whole or in part, if deemed necessary to avoid or mitigate an actual or apparent organizational conflict of interest. In the event that the Contractor failed to disclose in a timely manner, or misrepresented the facts and circumstances of, an actual, potential, or apparent organizational conflict of interest of which it had prior knowledge, the Contracting Officer may terminate this contract for default or cause, and pursue additional remedies, including debarment, as may be provided by law.

(d) In the event of repetitive failures to provide this report, the contract may be terminated for default.

(End of clause)

☐ **DEA-2852.211-71 SCHEDULED AND UNSCHEDULED CLOSURES OF GOVERNMENT OFFICES (JUL 2021)**

(a) In accordance with [5 U.S.C. 6103](#), Federal Government offices are closed for ordinary business in observance of the following holidays:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Washington's Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Inauguration Day (*Federal offices in the Washington DC metropolitan area only*)

(b) Federal offices may close at other times without advance notice due to emergencies, inclement weather, interruption of utilities, or other reasons. Such closures may be declared by the President, Office of Personnel Management, Office of Management and Budget, the Administrator of the DEA, or other appropriate executive authority. The duration of such closures may range from an early closure with normal operations expected on the next business day to a period of

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indeterminate length.

(c) At the time that a closure is declared, appropriate information, notifications, and instructions will be provided regarding the return to normal operations. The Contractor shall comply with all directives issued in regards to such closures. The Contractor shall follow agency procedures for registering emergency contact information and shall monitor appropriate broadcast mediums for receiving emergency information.

(d) When a closure is declared, contractor personnel must vacate the facility as directed except personnel designated in accordance with agency procedures by the contracting officer to remain onsite to continue performance. Evacuated personnel will not be allowed to reenter the facility for the duration of the closure. Performance of work at alternate sites is not permissible except in accordance with the terms of the contract and written authorization by the contracting officer.

(e) Whenever it is necessary for contractor employees to continue performance during such closures, the contracting officer will provide written authorization for such work. Such written authorization will designate the specific individuals authorized to continue performance, alternate work sites when applicable, work schedules, work dates, and special instructions and information. Telework may be authorized if permitted by the terms of the contract. Any services scheduled to be performed at Government facilities shall not be performed elsewhere unless specifically authorized in accordance with the terms of this contract.

(f) For firm fixed priced contracts, the terms for invoicing and payment in the contract will remain unchanged unless changed by a fully executed modification to the contract.

(g) For other than firm fixed priced contracts, the contractor shall invoice in accordance with the Payments and Prompt Payment clauses of the contract only for work performed. Employee compensation for the period of the closure shall be governed by corporate policy.

(h) Agency-sponsored events such as picnics or other social events are not considered to be official office closures. The Contractor shall not invoice for time spent by its employees attending or participating in such events.

(i) In no case will any compensable administrative leave, which might be approved for Federal employees in connection with official holidays or other events, extend to contractor personnel.

[End of clause]

☐ **DEA-2852.219-70 SECTION 8(a) DIRECT AWARD (MAY 2012)**

(a) Pursuant to the Partnership Agreement (PA) between the U.S. Small Business Administration (SBA) and the U.S. Department of Justice (DOJ), the U.S. Drug Enforcement Administration (DEA), a component of the DOJ, hereby executes a direct award to [enter name of 8(a) concern] under the authority delegated to it by the SBA in accordance with 13 CFR 124.501 and the PA. DEA will perform all contract execution and review functions pertaining to this award in accordance with the delegation. The DEA will notify the SBA of this award, as required by 13 CFR 124.503(a)(4)(ii), and provide SBA with a copy of the award.

(b) Notwithstanding the identification of the parties on the award form, the prime Contractor for this award is the U.S. Small Business Administration, and [enter name of 8(a) concern] is the Subcontractor.

(c) The cognizant SBA district office is:

[SBA district office]

[street address]

[city, state and zip code]

(d) [enter name of the 8(a) concern] shall:

(1) Notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control;

(2) Comply with the applicable performance requirements of clause [52.219-14](#), Limitations on Subcontracting as checked below: [Contracting officer: check only one performance standard based on the primary purpose of the contract.]

☐ *Services (except construction)* — At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

☐ *Supplies (other than procurement from a nonmanufacturer of such supplies)* — The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

☐ *General construction* — The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

☐ *Construction by special trade contractors* — The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(3) Provide the contracting officer with evidence of compliance with the applicable performance standard. This report shall show total dollars expended in the cost category specified in the performance standard both for the reporting period and cumulative to date along with the dollars and percentage of total dollars expended from the contractor's resources. This report shall be submitted annually. A final report covering the entire period of the contract shall be submitted upon expiration of the contract.

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(4) Not subcontract the performance of any of the requirements of this contract without the prior written approval of the Contracting Officer.

(e) Compliance with the Limitation on Subcontracting clause is a mandatory performance requirement of this contract.

(End of clause)

☐ **DEA-2852.222-70 APPLICABLE WAGE DETERMINATION (SERVICE CONTRACT LABOR STANDARDS) (APR 2021)**

(a) In accordance with clause 52.222-41, Service Contract Labor Standards, the minimum monetary wages and fringe benefits applicable to this contract are set forth in the attached Wage Determination(s):

Wage Determination #	Revision #	Date	Section J Attachment #

(b) The Contractor shall attach a copy of this (these) wage determination(s) to Wage and Hour Division (WHD) poster [WH-1313](#), Employee Rights on Government Contracts, and shall post both the publication and the wage determination(s) in a prominent and accessible location in the workplace as required by Federal Acquisition Regulation 22.1018(c). [WH-1313](#) is available for downloading at <http://www.dol.gov/whd/regs/compliance/posters/sca.htm> (Spanish language version available at <http://www.dol.gov/whd/regs/compliance/pdf/scaspan.pdf>).

(c) The Contractor shall classify each service employee who will perform under this contract by the applicable wage determination according to the work performed by the employee. If the applicable wage determination does not include an appropriate occupational code, title, and wage rate for a service employee employed under the contract, the Contractor shall initiate the conformance process in accordance with paragraph (c) of clause 52.222-41 and corresponding instructions provided by the WHD at https://www.dol.gov/sites/dolgov/files/WHd/legacy/files/SCA_Conformance_Guide.pdf.

(End of clause)

☐ **DEA-2852.231-70 TRAVEL REQUIREMENTS FOR CONTRACTORS (APR 2023)**

Contractor personnel may be required to conduct travel in the performance of this contract. All travel must be pre-approved in writing by the Contracting Officer's Representative (COR) or the Task Monitor (TM). Any expenses incurred by Contractor personnel without prior Government approval will be denied for payment. The Contractor will be reimbursed for travel costs in accordance with Part 31 of Federal Acquisition Regulation (FAR) and the Federal Travel Regulation (FTR).

Travel requirements shall use the most cost effective and efficient means of transportation. All travel should be scheduled in advance in order to take advantage of discounted rates. The Contractor shall engage only the minimum number of travelers and vehicles needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible. Commuting expenses between an employee's residence and duty station are not reimbursable and will be disallowed.

DOMESTIC TRAVEL

Contractors are authorized to use commercial air, commercial rail, rental vehicle, Government vehicle as a passenger, company authorized vehicle, or privately owned vehicle when travel is approved. When a mode other than commercial air is contemplated, the Contractor shall contact the COR to determine the mode of travel most advantageous to the Government. Domestic U.S. travel rates (i.e., per diem, mileage, etc.) can be found on the General Services Administration (GSA) website under the [Travel Resources](#) section.

DEA encourages travelers to use shuttles, either complimentary/courtesy or for a fee, as the first preference for ground transportation. When considering a rental car, once the authorizing official determines that a rental car is necessary and cost effective, ensure that the rental is covered by government rental car contract.

The Contractor may be authorized for usual taxicab and airport taxicab fares, when applicable, plus tips, from a common carrier or other terminal to either the employee's home or place of business, from the employee's home or place of business to common carrier terminal, or between airport and airport limousine terminal.

When suitable common carrier transportation is available but the traveler elects to use a taxicab, an explanation of the circumstances should be furnished on the travel voucher and reimbursement will be at the travel voucher approving official's discretion. Taxicab reimbursement in excess of \$75.00 plus tip (not to exceed 20% of the fare,) must be supported by a receipt. The election of any expensive mode of transportation, including luxury services, are not allowable.

Reimbursement may also be authorized or approved for the usual taxicab fares, plus tip, as follows:

- a) From the employee's home to office on the day of departure from the office on an official trip requiring at least one night's lodging; and
- b) From office to home on the day of return to the office from such a trip.
- c) To obtain meals at the nearest available place when they cannot be obtained at the TDY station or place of lodging. Travelers must remark on their travel voucher that there was no restaurant at their place of lodging or within walking distance of the lodging or TDY location.

If authorized lodging, the traveler should book hotel reservations through a Travel Management Center (TMC) at the same time they book their airfare.

If lodging is not found within the maximum lodging rate, a request for actual lodging costs must be authorized in advance by the SES-level SAC, Regional Director, HQ Office Head, Administrator or Deputy Administrator. This authority may not be redelegated.

OVERSEAS NON-FOREIGN AREAS/INTERNATIONAL TRAVEL

Maximum rates of per diem allowances and reimbursements for miscellaneous travel expenses for travel in Alaska, Hawaii, Guam, Puerto Rico and territories and possessions of the United States are prescribed by the Department of Travel Management Office (DTMO) located on DTMO's website at (<http://www.defensestravel.dod.mil/site/perdiem.cfm>).

The Contractor shall be responsible for ensuring that all employees scheduled to travel to international locations have a valid passport. DEA will not request or

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authorize the issuance of a “US Official Government” passport for contractor personnel.

International travel to specific countries and regions may be subject to additional DoS requirements, as well as host nation requirements, such as visas. The Contractor shall be responsible for complying with any applicable DoS and destination national requirements and notifying the COR/ TM of any matters that impact cost, schedule, or performance.

Maximum rates of per diem allowance and reimbursements for miscellaneous travel expenses for travel in foreign areas, including the Trust Territory of the Pacific Islands, are established by the DoS (https://aoprals.state.gov/web920/per_diem.asp).

LIMITATION OF GOVERNMENT LIABILITY FOR CONTRACTS PERFORMED OUTSIDE OF THE UNITED STATES

This contract requires performance in whole or in part by contractor employees in one or more locations outside of the United States. By entering into the contract, the contractor assumes certain risks associated with performance including risks of injury to or death of its employees. The Contractor shall be responsible for notification of the employee-designated next of kin in the event of injury or death. The contractor may elect to obtain and maintain private insurance to cover those risks or cover the risks with its own resources. Any mandatory requirement for insurance will be specified in the contract in an appropriate insurance clause as prescribed in [FAR subpart 28.3](#). The Government assumes no liability for any costs associated with performance of the contract not expressly stipulated in the contract.

In no event will the Government indemnify the contractor for any third-party liability.

TRAVEL INVOICE

Travel expenses shall not include fees calculated as profit. General and Administrative (G&A) expenses shall be allowable on travel costs, provided that the Contractor’s accounting system has been accepted by the Defense Contract Auditing Agency (DCAA). DEA reserves the right to negotiate a ceiling on all travel costs. Travel costs incurred by subcontractors may not be subsequently “marked up” by a prime Contractor’s G&A prior to submission to DEA.

The Contractor must submit a travel invoice upon the completion of travel. The travel invoice must be submitted to the COR in accordance with the invoice clause or the timetable specified in the subject contract. The invoice must contain all required documentation, including receipts supporting the travel costs and evidence of DEA pre-authorization to travel. The documentation shall include the following information: traveler’s name(s), purpose of travel, destination, Contract Number, Task Order Number (if applicable), Contract Line Item Number (CLIN), name of DEA official authorizing the travel, date of authorization and a breakdown of actual travel costs. If applicable, the travel cost breakdown for per diem shall include: total number of travel days, lodging, miscellaneous and incidental expenses (including tolls, mileage, etc.), differential and allowances, with subtotals by category and a grand total. Vouchers and receipts shall be attached to invoices.

(End of clause)

☐ **DEA-2852.237-70 PREVENTING PERSONAL SERVICES CONTRACTS AND PERFORMANCE OF INHERENTLY GOVERNMENT FUNCTIONS (JUN 2018)**

(a) A personal services contract is characterized by the employer-employee relationship it creates between the Government and the contractor’s personnel. This contract action is for non-personal services and is not a personal services contract action. Due to the need for close interaction of government and contractor personnel, it is essential for all contractor personnel for this contract performing at Drug Enforcement Administration (DEA) designated worksites to receive supervision from their parent company and avoid employer-employee relationships with government officials. In addition, it is important for contractor personnel to recognize and avoid circumstances that may appear to be personal services. Federal Acquisition Regulation (FAR) subpart [37.104](#) provides important information to be aware of to avoid performing these types of duties. The contractor awarded this contract shall ensure their employees and subcontractors comply with this requirement and receive supervision from their parent company to avoid performance of a personal services contract.

(b) “[Inherently governmental function](#)” means, as a matter of policy, a function so intimately related to the public interest as to mandate performance by Government employees. An inherently governmental function includes activities requiring either the exercise of discretion in applying Government authority, or the making of value judgments in making decisions for the Government. Governmental functions normally fall into two categories: the act of governing, *i.e.*, the discretionary exercise of Government authority, and monetary transactions and entitlements. It is essential for all contractor personnel performing services at DEA designated worksites to recognize and understand what inherently government functions are. Federal Acquisition Regulation (FAR) [subpart 7.5 - Inherently Governmental Functions](#) and the Office of Management and Budget’s (OMB) [Office of Federal Procurement Policy \(OFPP\) Policy Letter 11-01](#), Performance of Inherently Governmental and Critical Functions, provide important information regarding inherently governmental functions to be aware of to avoid performing these types of duties. The contractor awarded this contract shall ensure their employees and subcontractors comply with this requirement.

(c) Contractors providing personnel who perform services on-site at DEA offices must certify via the “Contractor Employee Certification Concerning Prohibition of Personal Services Contracts and Inherently Governmental Functions” form that its on-site employee(s) have read and understand FAR [37.104](#), Personal services contracts, and FAR [subpart 7.5](#) before they may begin work at an on-site DEA office. The Contractor on-site supervisor shall address any questions or concerns with the Contracting Officer’s Representative (COR) or Contracting Officer.

(End of Clause)

☐ **DEA-2852.239-71 INFORMATION RESELLERS OR DATA BROKERS (MAY2012)**

(a) Under this contract, the Drug Enforcement Administration (DEA) obtains personally identifiable information about individuals from the contractor.

(b) The Contractor certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonable believed to have been, breached. Any notification shall be coordinated with the DEA, and shall not proceed until the DEA has made a determination that notification would not impede a law enforcement investigation or jeopardize national security.

(c) The method and content of any notification by the contractor shall be coordinated with, and be subject to the approval of, the DEA/DOJ. The Contractor assumes full responsibility for taking corrective action consistent with the DEA’s Guidelines for Data Breach Notification (December 2, 2011), which may include offering credit monitoring when appropriate.

(End of clause)

☐ **DEA-2852.239-74 CERTIFICATION OF OPERABILITY ON SYSTEMS USING THE FEDERAL DESKTOP CORE CONFIGURATION OR THE UNITED STATES**

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GOVERNMENT CONFIGURATION BASELINE (MAY 2012)

(a) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC) or the United States Government Configuration Baseline (USGCB). This includes Internet Explorer 7 and 8 configured to operate on Windows XP, Windows Vista, and Windows 7 (in Protected Mode on Windows Vista and Windows 7).

- For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html.
- For the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html.
- For Windows 7 settings, see: http://usgcb.nist.gov/usgcb_content.html.

(b) The standard installation, operation, maintenance, updating, and/or patching of software shall not alter the configuration settings from the approved FDCC or USGCB configuration. The information technology should also use the Windows Installer Service for installation to the default “program files” directory and should be able to silently install and uninstall.

(c) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

(End of clause)

☐ DEA-2852.242-70 CONTRACTOR PERFORMANCE ASSESSMENT (MAR 2020)

(a) Pursuant to FAR [subpart 42.15](#), the Government will assess the Contractor’s performance under this contract. Performance assessment information may be used by the Government for decision-making on exercise of options, source selection, and other purposes, and will be made available to other federal agencies for similar purposes.

(b) Performance will be assessed in the following areas:

- (1) Quality of product or service;
- (2) Schedule;
- (3) Cost control;
- (4) Business relations;
- (5) Management of key personnel; and

(6) Other appropriate areas.

(c) For contracts that include the clause at [52.219-9](#), Small Business Subcontracting Plan, performance assessments will consider performance against, and efforts to achieve, small business subcontracting goals set forth in the small business subcontracting plan.

(d) For any contract with a performance period exceeding 18 months, inclusive of all options, the Government will perform interim performance assessments annually and a final performance assessment upon completion of the contract.

(e) The Government will prepare contractor performance assessment reports electronically using the Contractor Performance Assessment Reporting System (CPARS). Additional information on CPARS may be found at www.cpars.gov.

(f) The Contractor will be provided access to CPARS to review performance assessments. The Contractor shall designate a CPARS point-of-contact for each contract subject to performance assessment reporting. Upon setup of a contract in CPARS, the Contractor’s CPARS point-of-contact will receive a system-generated e-mail with information and instructions for using CPARS. Prior to finalizing any contractor performance assessment, the Contractor shall be given 14 calendar days to review the report and submit comments, rebutting statements, or additional information. Disagreements between the Contractor and the Government performance assessment official will be resolved by a Government Reviewing Official, whose decision on the matter will be final.

(g) The Government will also report in the Federal Awardee Performance and Integrity Information System (FAPIIS) module of CPARS information related to:

- (1) A Contracting Officer’s final determination that a contractor has submitted defective cost or pricing data;
- (2) Any subsequent change to a final determination concerning defective cost or pricing data pursuant to 15.407-1(d);
- (3) Any issuance of a final termination for default or cause notice; or
- (4) Any subsequent withdrawal or a conversion of a termination for default to a termination for convenience.

(End of clause)

☒ DEA-2852.242-71 INVOICE REQUIREMENTS (DEC 2022)

(a) In order to initiate processing for payment, the Contractor shall submit scanned or electronic images of invoice(s) to the following e-mail address: invoice.aviation@dea.gov. The Contractor shall also send an informational copy of the invoice to the following addressee(s):

- (1) **Jae Oh; seungjae.oh@dea.gov**; and
- (2) Contracting Officer’s Representative: **Maria Garcia-Efre; maria.t.garcia-efre@dea.gov**.

(b) The date of record for invoice receipt is established on the day of receipt of the e-mail if it arrives before the end of standard business hours (5 p.m. local), or the next business day if the invoice arrives outside of normal business hours. Scanned documents with original signatures in .pdf or other graphic formats attached to the e-mail are acceptable. Digital/electronic signatures and certificates cannot be processed by DEA and will be returned.

(c) In addition to the items required in FAR [32.905\(b\)](#), a proper invoice shall also include the following minimum additional information and/or attached documentation:

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- (1) Total/cumulative charges for the billing period for each Contract Line Item Number (CLIN);
 - (2) Dates upon which items/services were delivered; and
 - (3) The Contractor's Taxpayer Identification Number (TIN).
- (d) Invoices will be rejected if they are illegible or otherwise unreadable, or if they do not contain the required information or signatures.
- (End of Clause)

☒ **DEA-2852.242-72 FINAL INVOICE AND RELEASE OF RESIDUAL FUNDS (MAY 2012)**

- (a) The Contractor shall submit a copy of the final invoice to the Contracting Officer at the address listed in clause DEA-2852.242-71, Invoice Requirements. The final invoice must be marked "Informational Copy – Final Invoice."
- (b) By submission of the final invoice and upon receipt of final payment, the Contractor releases the Government from any and all claims arising under, or by virtue of, this contract. Accordingly, the Government shall not be liable for the payment of any future invoices that may be submitted under the above referenced order.
- (c) If residual funds on the contract total \$100 or less after payment of the final invoice, the Government will automatically deobligate the residual funds without further communication with the vendor.
- (d) If funds greater than \$100 remain on this order after payment of the final invoice, the Government will issue a bilateral modification to deobligate the residual funds. The contractor will have up to **FIVE (5)** calendar days after issuance of the modification to sign and return it. The contractor's signature on the modification shall constitute a release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically exempted from the operation of the release. If the contractor fails to sign the modification or assert a claim within the stated period, the Government will deobligate the residual balance and proceed with close-out of the contract.
- (End of clause)

☐ **DEA-2852.242-81 CONTRACTOR RECORDS MANAGEMENT REQUIREMENTS (SEP 2020)**

A. Applicability

This clause applies to all contractors whose employees create, receive, or maintain federal records as defined below in Section B.

B. Definitions

"Federal record," 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a federal agency under federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them. DEA Federal Records include records created, received, or maintained by the contractor its employees, agents, or subcontractors pursuant to this contract; and, deliverables and documentation associated with deliverables. Personal materials are not considered federal records.

C. Requirements

1. The contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. Chapters 21, 29, 31, and 33), NARA regulations at 36 C.F.R. Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. § 552a). These policies include the preservation of all DEA records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 C.F.R. § 1222.32, all data created for government use and delivered to, or falling under the legal control of the government are federal records subject to the provisions of 44 U.S.C. Chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. § 552), as amended, and the Privacy Act of 1974 (5 U.S.C. § 552a), as amended, and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 C.F.R. § 1222.32, the contractor shall maintain all DEA records created for DEA use or created in the course of performing this contract and/or delivered to, or under the legal control of the government, and records must be managed in accordance with federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. DEA and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records shall not be destroyed except in accordance with the provisions of the agency records schedules and with concurrence of the DEA Contracting Officer. Records may not be removed from the legal custody of DEA without the written concurrence of the Deputy Assistant Administrator, Office of Acquisition and Relocation Management. Willful and unlawful destruction, damage, or alienation of federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. In the event that the contractor determines that there has been an unlawful or accidental unauthorized destruction, accidental removal, or alteration of federal records within its control, or within the control of its employees and agents, the contractor shall immediately report the incident to the DEA Contracting Officer of all facts and circumstances related to the discovered destruction or removal. The DEA Contracting Officer must advise DEA's Office of Administration, Freedom of Information and Records Management Section (FSR) of any such incidents and FSR must report promptly to NARA in accordance with 36 C.F.R. § 1230.
5. The contractor shall immediately notify the appropriate DEA Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records, or equipment. Disclosure of non-public information is limited to authorized personnel with a need to know as described in this contract. The contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are

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established to ensure the security and confidentiality of DEA information, data, documentary material, records, and/or equipment are properly protected. The contractor shall not remove material from DEA facilities or systems, or facilities or systems operated or maintained on the DEA's behalf, without the express written permission of the Deputy Assistant Administrator, Office of Acquisition and Relocation Management. When information, data, documentary material, records, and/or equipment is no longer required, it shall be returned to DEA's control or the contractor must hold it until otherwise directed. Items returned to DEA shall be hand carried, mailed, emailed, or securely electronically transmitted to the DEA Contracting Officer or address prescribed in this contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

6. The contractor is required to obtain the DEA Contracting Officer's approval prior to engaging in any contractual relationship (sub-contract) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The contractor (and any subcontractor) is required to abide by government and DEA guidance for protecting sensitive, proprietary, classified, and controlled unclassified information. The contractor shall:
 - Incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under DEA awarded contracts, and require written subcontractor acknowledgment of same.
 - Violation by a subcontractor of any provision set forth in this clause will be attributed to the contractor
7. The contractor shall only use government-furnished equipment or resources for purposes specifically tied to or authorized by the contract.
8. The contractor shall not create or maintain any records containing any non-public DEA information that are not specifically tied to or authorized by the contract.
9. Notwithstanding the Rights in Data clause of the contract, the contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that is exempt from disclosure by the Freedom of Information Act.
10. In accordance with the Rights in Data clause of the contract, DEA reserves its rights to data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which DEA shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.
11. Training. All contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take DEA provided records management training. The contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

D. Flowdown of requirements to subcontractors

1. The contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this contract/order, and require written subcontractor acknowledgement of the requirements.
2. Violation by any subcontractor of any provision set forth in this clause will be attributed to the contractor.

(End of clause)

☐ DEA-2852.242-82 DOJ REPORTING SYSTEM FOR REPORTABLE PERSONNEL SECURITY RELATED ACTIVITIES (APR 2023)

This clause is applicable if the contract or order includes clause DOJ-03, *Personnel Security Requirements for Contractor Employees and Alternate I—Classified Information—Cleared Contractors*. The Department of Justice (DOJ) *iReport* system is a secure, web-based application used by personnel to report activities as required by section 6 – *Employee Reporting Requirements* of clause DOJ-03. Use of the *iReport* system is mandatory for contractor employees having access to it through Firebird. Employees who do not have access to *iReport* must submit reports directly to the cognizant Contracting Officer's Representative and to the DEA Security Program Manager by email to ISR.Correspondence@dea.gov. Additional guidance and instruction on the use of the *iReport* system may be viewed at <https://dojnet.doj.gov/jmd/seps/persg/ireport.php>.

(End of clause)

☐ DEA-2852.242-80 TELECOMMUTING AND REMOTE WORK ARRANGEMENTS FOR CONTRACTOR EMPLOYEES (AUG 2023)

- (a) Notwithstanding the terms of the contract that require performance at the Government's site, the Government may authorize the Contractor to perform work under this contract at locations other than the place(s) of performance specified elsewhere in the contract; provided, that the contract does not expressly prohibit telecommuting in the performance of the contract and that telecommuting or remote work would not jeopardize the requirements of the contract, including security requirements. The term "telecommuting" applies to contractor employees within the local commuting area where the Government site is located and who may be authorized to work at locations other than the Government's site. The term "remote work" applies to contractor employees within the local commuting area where the Government site is located
- (b) The COR, in conjunction with the cognizant Program Office must make a written determination that:
 - (1) Certain work functions or the missions of certain work units are suitable for a telecommuting or remote work arrangement;
 - (2) The Contractor is suitable for a telecommuting or remote work arrangement based on individual performance, program requirements and mission objectives;

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- (3) Summary of work performed during telecommuting hours is submitted to the COR on a bimonthly basis;
- (4) The Contractor shall sign and submit the completed Contractor Telecommuting and Remote Work Agreement Form;
- (5) The COR shall retain the signed Contractor Telecommuting and Remote Work Agreement Form in the contract file for record keeping and provide a copy to the Contracting Officer;
- (6) The Contractor shall obtain the necessary technology prior to teleworking:
 - (i) Firebird Anywhere - <http://intranet/sites/si/Mobile/fba/Pages/default.aspx>; OR
 - (ii) DEA issued Laptop--If the contractor's current computer is a desktop, the Program Office may request a laptop using a DEA-19 form for the Contractor to take home when teleworking.
- (7) The COR and the Contractor shall review and re-sign, if approved, the Contractor Telecommuting and Remote Work Agreement on an annual basis. - [Contractor Telecommuting and Remote Work Agreement](#)
- (8) The COR or the Contractor reserve the right to terminate the Contractor Telecommuting and Remote Work Agreement at any time.
- (c) Under no circumstance will the Contractor be authorized to perform any work requiring access to DOJ/DEA information or information systems unless such access will be made exclusively using DEA equipment or property issued for this purpose.
- (d) No authorization for alternate work locations shall be construed as an indication of past performance, an increase in the price of the contract, an approval of overtime, a change in the contract schedule, or approval of an accelerated rate of expenditures.
- (e) Local commuting expenses incurred in traveling to or from any approved alternate work location are not reimbursable. Any incidental costs incurred in performing work at approved alternate work locations will be reimbursable in accordance with the Allowable Cost and Payment clause and the Payments clause of the contract, provided that such costs are segregated and allocable to the contract.
- (f) The Contractor is responsible for protecting and using any DEA-owned or provided equipment or other property for official purposes only. DEA is responsible for servicing, and maintaining any DEA-provided equipment issued to the Contractor. DEA is not liable for injuries or damages to the Contractor's personal or real property while the Contractor is working at the approved telework location.

(End of clause)

☒ **DEA-2852.247-70 GENERAL PACKAGING AND MARKING REQUIREMENTS (MAY 2012)**

- (a) Packaging and packing for all items (includes written materials, reports, presentations, etc.) delivered hereunder shall be in accordance with common commercial practices, adequate to insure protection from possible damage resulting from improper handling, inclement weather, water damage, excessive heat and cold, and to insure acceptance by a common carrier for safe delivery to its final destination.
- (b) All deliverables shall clearly indicate the contract number and/or task (delivery) order number, as appropriate, on or adjacent to the exterior shipping label.

(End of clause)

☐ **DOJ-01 WHISTLEBLOWER INFORMATION DISTRIBUTION (OCT 2021)**

Within 30 days of contract award, the contractor and its subcontractors must distribute the "Whistleblower Information for Employees of DOJ Contractors, Subcontractors, Grantees, or Sub-Grantees or Personal Services Contractors" ("Whistleblower Information") document to their employees performing work in support of the products and services delivered under this contract (<https://oig.justice.gov/sites/default/files/2020-04/NDAA-brochure.pdf>). By agreeing to the terms and conditions of this contract, the prime contractor acknowledges receipt of this requirement, in accordance with 41 U.S.C. § 4712 and FAR 3.908 & 52.203-17, and commits to distribution. Within 45 days of award, the contractor must provide confirmation to the contracting officer verifying that it has distributed the whistleblower information as required. version includes all of the information in the English language document.

(End of clause)

☐ **DOJ-02 CONTRACTOR PRIVACY REQUIREMENTS (JAN 2022)**

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) *Privacy Act Information*

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984) and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974, the contractor is advised that the relevant DOJ system of records notices (SORNs) applicable to this

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Privacy Act information may be found at <https://www.justice.gov/opcl/doj-systems-records>.¹ Applicable SORNs published by other agencies may be accessed through those agencies' websites or by searching the Federal Digital System (FDsys) available at <http://www.gpo.gov/fdsys/>. SORNs may be updated at any time.

(2) *Prohibition on Performing Work Outside a Government Facility/Network/Equipment*

Except where use of Contractor networks, IT, other equipment, or Workplace as a Service (WaaS) is specifically authorized within this contract, the Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or WaaS and Government information shall remain within the confines of authorized Government networks at all times. Any handling of Government information on Contractor networks or IT must be approved by the Senior Component Official for Privacy of the component entering into this contract. Except where remote work is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of remote work authorizations.

(3) *Prior Approval Required to Hire Subcontractors*

The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) *Separation Checklist for Contractor Employees*

The Contractor shall complete and submit an appropriate separation checklist to the Contracting Officer before any employee or Subcontractor employee terminates working on the contract. The Contractor must submit the separation checklist on or before the last day of employment or work on the contract. The separation

checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposition of personally identifiable information (PII)², in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to PII or other sensitive information.

In the event of adverse job actions resulting in the dismissal of a Contractor or Subcontractor employee before the separation checklist can be completed, the Prime Contractor must notify the Contracting Officer within 24 hours and confirm receipt of the notification. In the case the Contractor is unable to notify the Contracting Officer, then the Contractor should notify the Contract Officer's Representative (COR).

Contractors must complete the separation checklist with the Contracting Officer or COR by returning all Government-furnished property including, but not limited to, computer equipment, media, credentials and passports, smart cards, mobile devices, Personal Identity Verification (PIV) cards, calling cards, and keys and terminating access to all user accounts and systems. Unless the Contracting Officer requests otherwise, the relevant Program Manager or other Key Personnel designated by the Contracting Officer or COR may facilitate the return of equipment.

B. Privacy Training, Safeguarding, and Remediation

(1) *Required Security and Privacy Training for Contractors*

The Contractor must ensure that all employees take appropriate privacy training, including Subcontractors who have access to PII as well as the creation, use, dissemination and/or destruction of PII at the outset of the employee's work on the contract and every year thereafter. Training must include procedures on how to properly handle PII, including heightened security requirements for the transporting or transmission of sensitive PII, and reporting requirements for a suspected breach or loss of PII. These courses, along with more information about DOJ security and training requirements for Contractors, are available at <https://www.justice.gov/jmd/learn DOJ>. The Federal Information Security Modernization Act of 2014 (FISMA) requires all individuals accessing DOJ information to complete training on records management, cybersecurity awareness, and information system privacy awareness. Contractor employees are required to sign the "Privacy Rules of Behavior," acknowledging and agreeing to abide by privacy law, policy, and certain privacy safeguards, prior to accessing DOJ information. These Rules of Behavior are made available to all new users of DOJ's computer network and to trainees at the conclusion of DOJ-OPCL-CS-0005.

The Contractor should maintain copies of certificates as a record of compliance and must submit an email notification annually to the COR verifying that all employees working under this contract have completed the required privacy and cybersecurity training.

¹ "[T]he term 'record' means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph." 5 U.S.C. § 552a(a)(4). "[T]he term 'system of records' means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual." 5 U.S.C. § 552a(a)(5).

² As stated in FAR 52.224-3 and Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource (2016), "'personally identifiable information' means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual." Regarding "sensitive PII," "[t]he sensitivity level of the PII will depend on the context, including the purpose for which the PII is created, collected, used, processed, stored, maintained, disseminated, disclosed, or disposed. For example, the sensitivity level of a list of individuals' names may depend on the source of the information, the other information associated with the list, the intended use of the information, the ways in which the information will be processed and shared, and the ability to access the information." OMB Circular A-130, at App. II-2.

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(2) *Safeguarding PII Requirements*

Contractor employees must comply with DOJ Order 0904 and other guidance published to the publicly-available Office of Privacy and Civil Liberties (OPCL) Resources page³ relating to the safeguarding of PII, including the use of additional controls to safeguard sensitive PII (e.g., the encryption of sensitive PII). This requirement flows down from the Prime Contractor to all Subcontractors and lower tiered subcontracts.

(3) *Non-Disclosure Agreement Requirement*

Prior to commencing work, all Contractor personnel that may have access to PII or other sensitive information shall be required to sign a Non-Disclosure Agreement (NDA) and the DOJ IT Rules of Behavior. The Non-Disclosure Agreement:

- (a) prohibits the Contractor from retaining or divulging any PII or other sensitive information, or derivatives thereof, furnished by the Government or to which they may otherwise come in contact as a result of their performance of work under the contract/task order that is otherwise not publicly available, whether or not such information has been reduced to writing; and
- (b) requires the Contractor to report any loss of control, compromise, unauthorized disclosure, or unauthorized acquisition of PII or other sensitive information to the component-level or headquarters Security Operations Center within one (1) hour of discovery.

The Contractor should maintain signed copies of the NDA for all employees as a record of compliance. The Contractor should also provide copies of each employee's signed NDA to the Contracting Officer before the employee may commence work under the contract/task order.

(4) *Prohibition on Use of PII in Vendor Billing and Administrative Records*

The Contractor's invoicing, billing, and other financial or administrative records or databases is not authorized to regularly store or include any sensitive PII or other confidential government information that is created, obtained, or provided during the performance of the contract without the written permission of the Senior Component Official for Privacy (SCOP). It is acceptable to list the names, titles and contact information for the Contracting Officer, COR, or other personnel associated with the administration of the contract in the invoices as needed.

(5) *Reporting Actual or Suspected Data Breach*

Contractors must report any actual or suspected breach of PII within one hour of discovery.⁴ A "breach" is an incident or occurrence that involves the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose. The report of a breach must be made to DOJ. The Contractor must cooperate with DOJ's inquiry into the incident and efforts to minimize risks to DOJ or individuals, including remediating any harm to potential victims.

- (a) The Contractor must develop and maintain an internal process by which its employees and Subcontractors are trained to identify and report the breach, consistent with DOJ Instruction 0900.00.01⁵, Reporting and Response Procedures for a Breach of Personally Identifiable Information.
- (b) The Contractor must report any such breach by its employees or Subcontractors to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000); Component-level Security Operations Center and Component-level Management Team, where appropriate; the COR; and the Contracting Officer within one (1) hour of the initial discovery.
- (c) The Contractor must provide a written report to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000) within 24 hours of discovery of the breach by its employees or Subcontractors. The report must contain the following information:
 - (i) Narrative or detailed description of the events surrounding the suspected loss or compromise of information.⁶ Date, time, and location of the incident.
 - (ii) Amount, type, and sensitivity of information that may have been lost or compromised, accessed without authorization, etc.
 - (iii) Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.⁷
 - (iv) Names and classification of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
 - (v) Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.⁸

³ The DOJ OPCL Resources page is available at <https://www.justice.gov/opcl/resources>.

⁴ As stated in DOJ Instruction 0900, "Contractors must notify the Contracting Officer, the Contracting Officer's Representative, and JSOC (or component-level SOC) within 1 hour of discovering any incidents, including breaches, consistent with this Instruction, guidance issued by the CPCLO, NIST standards and guidelines, and the US-CERT notification guidelines."

⁵ <https://www.justice.gov/file/4336/download>

⁶ As stated in DOJ Instruction 0900, the description should include the type of information that constitutes PII; purpose for which PII is collected, maintained, and used; extent to which PII identifies a peculiarly vulnerable population; the determination of whether the information was properly encrypted or rendered partially or completely inaccessible by other means; format of PII (e.g., whether PII was structured or unstructured); length of time PII was exposed; any evidence confirming that PII is being misused or that it was never accessed.

⁷ As stated in DOJ Instruction 0900, the report should include the nature of the cyber threat (e.g., Advanced Persistent Threat, Zero Day Threat, data exfiltration) for cyber incidents.

⁸ As stated in DOJ Instruction 0900, the report should include analysis on whether the data is accessible, usable, and intentionally targeted.

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- (vi) Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
- (vii) Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.
- (d) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.
- (e) At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access PII or to work on that contract based on their actions related to the loss or compromise of PII.

(6) *Victim Remediation*

At DOJ's request, the Contractor is responsible for notifying victims and providing victim remediation services in the event of a breach of PII held by the Contractor, its agents, or its Subcontractors, under this contract. Victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as determined by the Government, call center help desk services for the individuals whose PII was lost or compromised. When DOJ requests notification, the Department Chief Privacy and Civil Liberties Officer and SCOP will direct the Contractor on the method and content of such notification to be sent to individuals whose PII was breached. By performing this work, the Contractor agrees to full cooperation in the event of a breach. The Contractor should be self-insured to the extent necessary to handle any reasonably foreseeable breach, with another source of income, to fully cover the costs of breach response, including but not limited to victim remediation.

C. Government Records Training, Ownership, and Management

(1) *Records Management Training and Compliance*

The Contractor must ensure that all employees and Subcontractors that have access to PII as well as to those involved in the creation, use, dissemination and/or destruction of PII take the [DOJ Records and Information Training for New Employees \(RIM\)](#) training course or another training approved by the Contracting Officer or COR. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter.

The Contractor shall maintain copies of certificates as a record of compliance and must submit an email notification annually to the COR verifying that all employees working under this contract have completed the required records management training.

- (a) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records containing PII and those covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) *Records Creation, Ownership, and Disposition*

- (a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency information. The Contractor shall certify, in writing, the appropriate disposition or return of all Government information at the conclusion of the contract or at a time otherwise specified in the contract. In accordance with 36 CFR 1222.32, the Contractor shall maintain and manage all Federal records created in the course of performing the contract in accordance with Federal law. Records may not be removed from the legal custody of DOJ or destroyed except in accordance with the provisions of the agency records schedules.
- (b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and may be considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
- (c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

D. Data Privacy and Oversight

1. *Restrictions on Testing or Training Using Real Data Containing PII*

The use of real data containing PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible.

2. *Requirements for Contractor IT Systems Hosting Government Data*

The Contractor is required to obtain an Authority To Operate (ATO) for any IT environment owned or controlled by the Contractor or any Subcontractor on which Government data shall reside for the purposes of IT system development, design, data migration, testing, training, maintenance, use, or disposal.

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3. Requirement to Support Privacy Compliance

(a) If this contract requires the development, maintenance or administration of information technology⁹, the Contractor shall support the completion of the Initial Privacy Assessment (IPA) document, if requested by Department personnel. An IPA is the first step in a process to identify potential privacy issues and mitigate privacy risks. The IPA asks basic questions to help components assess whether additional privacy protections may be needed in designing or implementing a project¹⁰ to mitigate privacy risks, and whether compliance work may be needed. Upon review of the IPA, the OPCL determines whether a Privacy Impact Assessment (PIA) document and/or SORN, or modifications thereto, are required. The Contractor shall provide adequate support to complete the applicable risk assessment and PIA document in a timely manner, and shall ensure that project management plans and schedules include the IPA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DOJ, including IPAs, PIAs, and SORNs, is located on the DOJ OPCL website (<https://dojnet.doi.gov/privacy/>), including DOJ Order 0601, Privacy and Civil Liberties. The Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy risk assessment and documentation, the Contractor shall provide adequate support to DOJ to ensure DOJ can complete any required assessment, and IPA, PIA, SORN, or other supporting documentation to support privacy compliance. The Contractor shall work with personnel from the program office, OPCL, the Office of the Chief Information Officer (OCIO), and the Office of Records Management and Policy to ensure that the privacy assessments and documentation are kept on schedule, that the answers to questions in the documents are thorough and complete, and that questions asked by the OPCL and other offices are answered in a timely fashion. The Contractor must ensure the completion of required PIAs and documentation of privacy controls consistent with federal law and standards, e.g. NIST 800-53, Rev. 5; and compliance with the Privacy Act of 1974, E-Government Act of 2002, Federal Information Security Modernization Act of 2014, and key OMB guidelines, e.g., OMB Circular A-130.

(End of Clause

☐ DOJ-03 PERSONNEL SECURITY REQUIREMENTS FOR CONTRACTOR EMPLOYEES (NOV 2021) and ALTERNATE I—CLASSIFIED INFORMATION—CLEARED CONTRACTORS (NOV 2021)

Work performed under this contract will involve any one or more of the following: access to DOJ Information, which may include Controlled Unclassified Information (CUI), i.e., unclassified, sensitive DOJ information, and/or access to DOJ Information Technology (IT) systems, and/or unescorted access to DOJ space or facilities. Contractor employees will occupy Public Trust Positions, unless clause alternates are applied.

☐ (Check if applicable) Access to/safeguarding of classified information will be required. ALTERNATE I sections also apply.

1. GENERAL REQUIREMENTS

(a) (1) All references to “contract(or) personnel” and “contract(or) employee” in this clause means all individuals, without limitation, to include individuals employed by the contractor, team member, subcontractor, consultant, and/or independent contractor, who will have access to information of the Department of Justice (DOJ) or information that is within the custody and control of the DOJ, access to DOJ IT systems, and/or unescorted access to DOJ facilities/space in connection with the performance of this contract. “Employment” as used herein does not create nor imply an employer/employee relationship between the DOJ and contractor employees.

(ALTERNATE I) [The following is added to the clause]: (2) Additionally, work performed under this contract will involve access to classified information [National Security Information (NSI)].

(b) (1) The type of security investigation required for each contractor employee will be governed by the type and risk level of information made available to the contractor employee. The contractor will not be permitted to commence performance under this contract until a sufficient number of its personnel, as determined by the Security Programs Manager (SPM), in consultation with the Contracting Officer’s Representative if one is appointed, have received the requisite security approval.

(ALTERNATE I) [The following is added to the Clause]: (2) All contractor employees requiring access to classified information will be processed by Defense Counterintelligence and Security Agency (DCSA) in accordance with the National Industrial Security Program (NISP). The contractor will not be permitted to commence performance under this contract until a sufficient number of its personnel, as determined by the SPM in consultation with the Contracting Officer’s Representative (COR) if one is appointed, have received the requisite NSI Clearance.

(c) Except where specifically noted otherwise, the federal government will be responsible for the cost and conduct of the investigation.

(d) The contractor shall ensure that no contractor employee commences performance prior to receipt of a written authorization from the contracting officer, COR, or the SPM that performance by the respective contractor employee is authorized.

⁹ As defined in 40 U.S.C. § 11101, the term “information technology” means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use (i) of that equipment or (ii) of that equipment to a significant extent in the performance of a service or the furnishing of a product; includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but does not include any equipment acquired by a federal contractor incidental to a federal contract.

¹⁰ In this instance, the term “project” is used to scope the activities (e.g., creating, collecting, using, processing, storing, maintaining, disseminating, disclosing, or disposing of information) covered by an IPA. A project is intended to be technology-neutral, and may include an information system, a digital service, an information technology, a combination thereof, or some other activity that may create potential privacy issues or privacy risks that would benefit from an IPA. The scope of a project covered by an IPA is discretionary, but components should work with their SCOP and OPCL.

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(e) The data and other information to which the contractor may have access as a result of this contract is the property of, and/or within the custody and control of, the Department, and its disclosure to third parties is governed by various statutes and regulations, the violation of which may subject the discloser to criminal penalties.

2. CITIZENSHIP AND RESIDENCY REQUIREMENTS

(a) *Residency Requirement.* (1) Contractor employees in Public Trust positions, both U.S. citizens and non-U.S. citizens, must meet the Department's residency requirement if they will require access to DOJ information, IT systems, or unescorted access to facilities. For three years (not necessarily consecutive years) out of the last five years immediately prior to employment under the Department contract the contractor employee must have: (i) resided in the U.S.; (ii) worked for the U.S. in a foreign country as either an employee or contractor in a federal civilian or military capacity; or, (iii) been a dependent of a federal civilian or military employee or contractor working for the U.S. in a foreign country. At the Department's sole discretion, the residency requirement may be waived by the Department Security Officer (DSO) for contractor employees on a case-by-case basis where justified by extenuating circumstances. The residency requirement does not apply to contractor employees residing in foreign countries that are hired to work in American embassies/consulates/missions located outside of the United States and who require access to DOJ information, IT systems, or unescorted access *provided that* an adequate background investigation can be conducted, with favorable adjudication, as determined by the DSO.

(ALTERNATE I) [The following is added to the clause]: (2) The residency requirement does not apply to contractor employees working on the classified portion of this contract whose national security clearance has been processed by DCSA in accordance with the NISP.

(b) *Citizenship.* (1) Aside from the specific exceptions set forth in Section 1.2(b)(2), for Public Trust positions, the DOJ requires that contractor employees be U.S. citizens and nationals, or lawful permanent residents seeking U.S. citizenship. Any prospective non-U.S. citizen contractor employee who requires access to DOJ information systems, DOJ information, and/or unescorted facilities access must also have been granted a waiver as described below in paragraphs 1.2(d) and/or (e). The contractor is responsible for verifying that the non-U.S. citizens working under this contract are lawful permanent residents seeking U.S. citizenship.

(2) *Exception for Certain Non-U.S. Citizen Contractor Employees:* (i) Non-U.S. citizen expert witnesses, litigative consultants, and interpreters in rare foreign languages are not required to be lawful permanent residents seeking U.S. citizenship. However, they must be granted a waiver for access to unclassified DOJ information, whether CUI or not, DOJ IT systems, and/or unescorted facility access, as described below in paragraph 1.2(d) and (e), regardless of the duration of their duties. (ii) Non-U.S. Citizen contractor employees residing in foreign countries who are hired to work for the Department of Justice in American embassies/consulates/missions outside of the United States are not required to be lawful permanent residents seeking U.S. citizenship.

(ALTERNATE I) [The following is added to the clause]: (3) Contractor employees requiring access to classified information will be processed by DCSA in accordance with the NISP.

(c) *Dual Citizenship.* (1) U.S. citizens who hold dual citizenship with a foreign country are considered U.S. citizens within the meaning of this clause, and may be considered for, but are not entitled to, contract employment as U.S. citizens consistent with this clause. The means by which the contractor employee obtained or exercises his or her dual citizenship status will be a consideration in the Public Trust Investigation (PTI) adjudication, and/or waiver approval processes discussed in this clause.

(ALTERNATE I) [The following is added to the clause]: (2) Contractor employees requiring access to classified information will be processed by DCSA in accordance with the NISP.

(d) *Access to DOJ Information Technology Systems.* Non-U.S. citizens are not authorized to access DOJ information technology (IT) systems or assist in the development, operation, management, or maintenance of DOJ IT systems, including providing IT system support, unless a waiver has been granted by the Head of the DOJ component or designee, with the prior concurrence of both the DSO and the DOJ Chief Information Officer, allowing computer access by the non-U.S. citizen. Such a waiver will be granted only in exceptional and unique circumstances on a case-by-case basis. It should be noted that the Justice Consolidated Office Network (JCON) is a sensitive DOJ IT system and any contractor employee who will need access to JCON must be a U.S. citizen or have received a waiver. In order for a waiver to be considered for approval: (1) There must be a compelling reason for using this individual as opposed to a U.S. citizen; (2) The type of personnel security vetting that has been conducted on the individual, and vetting results, that would mitigate risk; and (3) The waiver must be in the best interest of the federal government.

(e) *Access to Unclassified DOJ Information and Unescorted Access to DOJ Facilities or Space.* (1) Except as provided under 1.2(b)(2), non-U.S. citizens are not authorized to access DOJ information and/or unescorted access to DOJ facilities or space, unless a waiver has been granted by the DSO, allowing access by the non-U.S. citizen. Such a waiver will be granted on a case-by-case basis where justified at the discretion of the DSO.

3. BACKGROUND INVESTIGATION REQUIREMENTS

(a) (1) Unless otherwise stated below, all contractor personnel are subject to a Public Trust Investigation (PTI). The SPM will determine the type of investigation for each contractor employee based on the risk category (i.e., the nature of the position and degree of harm that could be caused by the individual in that position) and whether the position is long-term or short-term. The PTI risk categories are listed below.

- (i) High Risk Positions. The minimum background investigation required is a Tier 4 (T4) investigation, and the five-year reinvestigation required is a Tier 4R (T4R) investigation. The 2017 version of the Standard Form (SF) 85P, Questionnaire for Public Trust Positions, is required.
- (ii) Moderate Risk Positions. The minimum background investigation required is a Tier 2 (T2) investigation. The five-year reinvestigation required is a Tier 2R (T2R) investigation. The 2017 version of the SF-85P is required.
- (iii) Low Risk/Non-Sensitive Positions. The minimum background investigation required for Low Risk/Non-Sensitive positions is a Tier 1 (T1) investigation and the required five-year reinvestigation is also a Tier 1 (T1) investigation. The SF 85, Questionnaire for Non-Sensitive Positions, is required.

(ALTERNATE I) [The following is added to the clause]: (2). Contractor employees requiring access to classified information will be processed by DCSA in accordance with the NISP.

(b) *Exception for Expert Witnesses.* Expert Witnesses, litigative consultants, and interpreters in rare foreign languages may not be subject to full background investigation requirements if alternative security requirements are approved by the DSO.

(c) *Short-Term U.S. Citizen Contractor Employees.* Other than the exception in Section 1.3(b), short-term contractor employees (6 months or less) who are U.S. citizens are not subject to a full background investigation, however, must receive an approved pre-employment background investigation waiver. The required forms to complete and submit are listed in Section 1.4(b) and (c)(2).

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(d) *Long-Term U.S. Citizen Contractor Employees.* Other than the exception in Section 1.3(b), all long-term U.S. citizen employees (longer than 6 months) are subject to a full background investigation in the risk category appropriate to the position they will hold.

(e) *Non-U.S. Citizen Contractor Employees.* Other than the exception in 1.3(b), all non-U.S. citizen contractor employees regardless of performance duration (short or long term) are subject to a full background investigation in the risk category appropriate to the position they will hold.

(f) *Reciprocity.* (1) A Public Trust Investigation will be accepted under reciprocity if it meets the following guidelines: (i) the investigation is current (investigations are considered current if completed within the last five years) and favorably adjudicated, or the reinvestigation has been deferred; (ii) the investigation meets or exceeds the level of investigation required for the DOJ contractual instrument; (iii) there has been no continuous (not cumulative) break in federal contract/service employment of two years or more; (iv) there is no derogatory information since the favorable fitness determination or adjudication that calls into question the individual's fitness based on character or conduct; and (v) the investigative record does not show conduct that is incompatible with the core duties of the new contract position. A "core duty" is a continuing responsibility that is of particular importance to the relevant covered position or the achievement of an agency's mission. Core duties will vary from position to position.

(ALTERNATE I) [The following is added to the clause]: (g) *National security investigations will be accepted from other federal agencies under reciprocity guidelines provided all of the following are true:* (i) The new position **does not** require a higher eligibility than what the subject currently possesses; (ii) the existing eligibility **is not** granted on an interim or temporary basis, or limited or one-time basis; (iii) the covered individual's eligibility **is not** currently denied, revoked, or suspended; (iv) the favorable adjudication was based on the 13 Adjudicative Guidelines (SEAD 4) and E.O. 12968. Agencies may accept eligibility recorded with an exception based on their own risk assessment; (v) the most recent background investigation is not more than seven years old; (vi) there is no new derogatory information of national security adjudicative relevance that has been reported/developed since last investigation; (vii) the Bond Amendment disqualifier (SEAD 4) does not apply and individual requires SCI, SAP, or restricted access; and (viii) the subject does not have a break in federal service of 24 months or longer.

4. BACKGROUND INVESTIGATION PROCESS

(a) *e-QIP (or its successor).* Public Trust background investigations/reinvestigations of contractor employees will be performed by the DCSA. The investigative process requires contractor employees to complete the Electronic Questionnaires for Investigations Processing (e-QIP) and provide additional information as specified in paragraph 1.4(b) below. Immediately after contract award, the contractor shall designate an employee as its "e-QIP Initiator" and provide the name of this person to the SPM. The e-QIP Initiator must have, at a minimum, a favorably adjudicated Tier 1 investigation and the appropriate DOJ security approval before being given access to e-QIP. After the e-QIP Initiator's security approval is granted, the Contractor will be configured in e-QIP as a sub-agency to DOJ. The contractor will then be responsible for initiating investigations for all contract personnel, whose previous investigation does not meet reciprocity, in e-QIP for completion of the security questionnaire form and forwarding the electronic form with the remainder of the security package to the SPM. Subject to the prior written approval of the SPM, the contractor may designate an e-QIP Initiator for each subcontractor. Subcontractor e-QIP Initiators must have, at a minimum, a favorably adjudicated Tier 1 investigation and the appropriate DOJ security approval before being provided access to e-QIP.

(b) *Additional Documentation.* (1) In addition to completing the e-QIP questionnaire (see 1.4(a), above), the contractor shall ensure that each contractor employee occupying Public Trust Positions, including short-term employees, completes and submits the following information through the contractor's Corporate Security Officer:

- (i) Digital Fingerprinting/FD-258 Applicant Fingerprint Card. Two sets are required per applicant. The contractor may schedule appointments with the SPM to be digitally fingerprinted; otherwise, fingerprinting by the FBI or other law enforcement entity, as approved by the SPM, is required to ensure the identity of the person being fingerprinted and for printing quality. All pertinent information must be completed by the individual taking the fingerprints (FBI or other). Use of the physical FD-258 Applicant Fingerprint Card should only be used in extenuating circumstances.
- (ii) DOJ-555 Fair Credit Reporting Act Disclosure. Authorizes DOJ to obtain one or more consumer/credit reports on the individual. This form will be required if the Component SPM determines a credit check is necessary for its Low Risk Level 1 contractor positions.
- (iii) OF-306, Declaration for Federal Employment.
- (iv) Foreign National Relatives or Associates Statement. This is only required if foreign national relatives or associates were not disclosed on the security questionnaire form.
- (v) Self-Reporting Requirements for All Contractor Personnel. This is an acknowledgement and acceptance statement that every contractor must sign.
- (vi) Additional information as may be required based on the review of the security questionnaire form.

The contractor shall review all forms/documents to ensure each is complete, accurate and meets all DOJ requirements, including applicable residency and citizenship requirements. The contractor shall resolve any issues or discrepancies with the contractor employee, including resubmission of corrected forms or documentation. Completed forms/documents shall be submitted to the SPM (or designee, which may include the COR) within five (5) calendar days after being finalized.

(c) *Adjudication and Pre-Employment Background Investigation Waivers*

(1) Except as set forth in this section, background investigations must be conducted and favorably adjudicated for each contractor employee prior to commencing their work on this contract. Where programmatic needs do not permit the federal government to wait for completion of the entire background investigation, a pre-employment background investigation waiver for public trust contractors can be granted by the SPM, in consultation with the cognizant COR. Pre-employment waivers cannot be used to circumvent delays in clearing classified contractors through the DCSA, if access to classified information is required.

(2) As directed by the SPM, the contractor shall initiate pre-employment waivers for Public Trust Positions when necessary. This may entail performing credit history checks and submission of these checks as part of the security package, including satisfactory resolution of any issues prior to submission to the federal government. A waiver will be disapproved if it develops derogatory information that cannot be resolved in the contractor employee's favor. When a waiver has been disapproved, the CO, in consultation with the SPM and COR, will determine (i) whether the contractor employee will no longer be considered for work on a DOJ contract or (ii) whether to wait for the completion and favorable adjudication of the background investigation before the contractor employee commences work on a Department contract. The pre-employment background investigation waiver requirements include:

1. Verification of citizenship (copy of a birth certificate, naturalization certificate, or U.S. passport);

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2. Verification of compliance with the *DOJ Residency Requirement* of this Clause;
3. Favorable review of the security questionnaire form;
4. Favorable FBI fingerprint results;
5. Favorable credit report;
6. Favorable review of the OF-306 form, Declaration for Federal Employment;
7. Verification of the initiation of the appropriate background investigation (for long-term personnel); and
8. Receipt of the signed DOJ *Self-Reporting Requirements for All Contractor Personnel* (see Section 1.6, below).

(3) The investigating agency (DCSA) will provide the SPM with the results of each proposed contractor employee's Public Trust investigation. Upon receipt of the investigation and any other pertinent documents from the investigating agency, the SPM will determine whether each proposed contractor employee should be granted employment security approval.

(4) The COR will notify the contractor of the results of Public Trust background investigations as they are completed and adjudicated, including any individual who is found ineligible for employment security approval. For any individual found ineligible for employment on a Department contract, the contractor shall propose a replacement and initiate the background investigation process consistent with this clause.

(ALTERNATE 1) [The following is added to the clause]:

(5) (1) For classified contracts, the contractor shall possess or be capable of obtaining a Department of Defense Central Adjudication Facility (DODCAF) Defense Industrial Security Clearance Facility Cage Code and the security clearance required to fully perform this contract. As directed by the COR or SPM, the contractor shall submit the information necessary to allow the Government to prepare and obtain for the Contractor a "Department of Defense Contract Security Classification Specification" (DD Form 254) for this contract. Where such clearance is required, the contractor agrees to provide information and access to contractor facilities as may be required by federal government investigators.

(2) Immediately after contract award (or post-award receipt of the required Facility Clearance), the contractor's Facility Security Officer (FSO) shall furnish to the COR a list of all personnel proposed to work under this contract who have been processed in accordance with the NISP by the DCSA. The contractor shall update this information as individuals are added or separated from the contract and the FSO shall provide the updated list to the COR.

(3) For each contractor employee who requires access to classified information under this contract, the contractor shall forward a Visit Authorization Request (VAR) indicating the current background investigation information and clearance level to the COR.

5. IDENTITY PROOFING AND BADGING

(a) Access to DOJ Information, federally-controlled IT systems, and/or unescorted access to federally-controlled facilities or space (regardless of whether the contractor employee will be issued a DOJ PIV card or building access badge) shall be made available after each respective contractor employee has (1) met the identity proofing requirements outlined below, and (2) completed all other security requirements stated elsewhere in this contract.

(b) (1) Public Trust contractor employees must appear in person at least once before a DOJ official or an official of a trusted contract company (i.e., has a facility security clearance) who is responsible for checking two forms of identification in original form prior to commencement of work by the contractor employee and PIV card or building access badge issuance (as applicable). Approval will be documented by the DOJ official or an official of a trusted contract company. (Acceptable documents are listed in Form I 9, Employment Eligibility Verification, and at least one document must be a valid state or federal government issued picture ID).

(c) **(ALTERNATE 1) [The following is added to the clause]:** (2) All contractor employees requiring access to classified information must appear in person at least once before an official of the contractor possessing the facility clearance, who is responsible for checking the identification documents. (Acceptable documents are listed in Form I 9, Employment Eligibility Verification, and at least one document must be a valid state or federal government issued picture ID). This identity proofing must be completed prior to commencement of work by the contractor employee under this contract and badge issuance (as applicable) and must be documented by the contractor official.

(d) All contractor employees requiring unescorted access to a DOJ controlled facility or space shall comply with the PIV card or building access badge requirements outlined below:

- (i) When any contractor employee enters a DOJ building for the first time, he/she shall allow one hour for security processing and the creation and issuance of a building access badge. PIV cards require additional processing time and will not likely be issued on the same day.
- (ii) Building access badges shall be subject to periodic review by the contractor employee's supervisor and checked against his/her personal identification. The contractor employees shall present themselves for the issuance of renewed badges when required by the government as scheduled by the COR or his/her designee. The contractor shall notify the COR when contractor employee badges are lost, and must immediately apply for reissuance of a replacement badge. The contractor shall pay for reissued building access badges at no cost to the government. It is the contractor employee's responsibility to return badges to the COR or his/her designee when a contractor employee is dismissed, terminated or assigned to duties not within the scope of this contract.

6. EMPLOYEE REPORTING REQUIREMENTS

All contractor employees must sign the DOJ *Self-Reporting Requirements for All Contractor Personnel* statement acknowledging and accepting the DOJ requirement that they immediately self-report certain information using the Department's iReport system. The COR or SPM will provide the Self-Reporting statement as well as a list of reportable information, which varies by position sensitivity designation, to the contractor employee before commencing work under the contract. If the contractor employee does not have access to the DOJ iReport System, the COR or SPM will provide a fillable form for the contractor employee to complete and submit.

- (a) The COR and SPM will review the written report and documentation and make a determination regarding continued employment on a DOJ contract.
- (b) DOJ reporting requirements are in addition to the DCSA reporting requirements and the contractor's internal reporting requirements.

7. REPLACEMENT PERSONNEL

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(a) The contractor shall make every effort to avoid costs to the government for security investigations for replacement of contractor employees, and in so doing shall ensure that otherwise satisfactorily performing and physically able contractor employees remain in contract performance for the duration of the contract. The contractor shall take all necessary steps to ensure that contractor personnel who are selected for assignment to this contract are professionally qualified and personally reliable, of reputable background and sound character, and able to meet all other requirements stipulated in the contract.

(b) The fact that the government performs security investigations shall not in any manner relieve the contractor of its responsibility to ensure that all contract personnel are reliable and of reputable background and sound character. Should a security investigation conducted by the government and/or a contractor's self-report or failure to self-report render ineligible a contractor employee, the contracting officer will determine whether the contractor has violated this clause. The contracting officer may direct the contractor, at its own expense, to remove and replace any contractor personnel who fails to comply with or violates applicable requirements of this contract. Such action may be taken at the government's direction without prejudice to its rights under any other provision of this contract, including termination for default, and the contractor may be held liable, at a minimum, for all reasonable and necessary costs incurred by the government to (i) provide coverage (performance) through assignment of individuals employed by the government or third parties in those cases where absence of contractor personnel would cause either a security threat or DOJ program disruption and (ii) conduct security investigations in excess of those which would otherwise be required.

(c) Nothing in this clause shall require the contractor to bear costs involved in the conduct of security investigations for replacement of a contractor employee who separates from the contractor of his/her own accord, is incapacitated, or is deceased.

(d) The contractor shall comply with the terms and conditions set forth under this clause and assumes all liability for failure to comply. The rights and remedies conferred upon the government by this clause are in addition to all and other rights and remedies pursuant to the contract and as established by law.

(End of Clause)

☐ Security of Department Information and Systems DOJ-05 (OCT 2023)

I. Applicability to Contractors and Subcontractors

Section 2839.102 of the Justice Acquisition Regulation (JAR), (48 C.F.R. § 2839.102), applies to this contract. Accordingly, all contractors are obligated to comply with all applicable DOJ security policies, directives, or guidance documents, including the security requirements in the provisions in this contract clause. This contract clause applies to all contractors and subcontractors, including cloud service providers ("CSPs"), and personnel of the contractors and subcontractors (hereinafter collectively, "Contractor") that may access, collect, store, process, maintain, use, share, retrieve, disseminate, transmit, or dispose of DOJ Information. The security requirements set forth herein are in addition to those required by the Federal Acquisition Regulation ("FAR"), and any other applicable laws, mandates, contract clauses, DOJ policies, directives or guidance documents and Executive Orders pertaining to the development and operation of Information Systems and/or the protection of Government Information. This clause does not alter or diminish any existing rights, obligations, or liability under any other civil and/or criminal law, rule, regulation, or mandate.

II. General Definitions

The following general definitions apply to this clause. Specific definitions also apply as set forth in other paragraphs.

- A. Authorization to Operate ("ATO"), as defined in National Institute of Standards and Technology ("NIST") Special Publication ("SP") 800-37 Revision 2, is the official management decision given by a senior Federal official or officials to authorize operation of an information system and to explicitly accept the risk to agency operations (including mission, functions, image, or reputation), agency assets, individuals, other organizations, and the Nation based on the implementation of an agreed-upon set of security and privacy controls.
- B. Cloud Computing, as defined in DOJ Order 0904 Cybersecurity Program, is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This cloud model is composed of five essential characteristics, three service models, and four deployment models in accordance with NIST SP 800-145.
- C. Covered Contract is any contract, order or other agreement under which the contractor, or a subcontractor at any tier, including a cloud service provider, may access, collect, store, process, maintain, use, share, retrieve, disseminate, transmit, or dispose of DOJ Information (as defined below) in the course of providing a product or service to the Department, with the exception of acquisitions under the micro-purchase threshold.
- D. Covered Information System means any information system used for, involved with, or allowing, the processing, storing, or transmitting of DOJ Information under a Covered Contract.
- E. Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data, computer software, and personally identifiable information (PII) (defined below). The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- F. DOJ Information, as defined in DOJ Order 0904, means any Information that is owned, produced, controlled, protected by, or otherwise within the custody or responsibility of the DOJ, including, without limitation, information related to DOJ programs or personnel. It includes, without limitation, Information (1) provided by or generated for the DOJ, (2) managed or acquired by the Contractor for the DOJ in connection with the performance of

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the contract, and/or (3) acquired to perform the contract.

- G. Information, as defined in DOJ Order 0904, is any communication or representation of knowledge such as facts, data, or opinions, in any form or medium, including textual, numerical, graphic, cartographic, narrative, or audiovisual. This includes any communication or representation of knowledge in an electronic format that allows it to be stored, retrieved, or transmitted.
- H. Information System, means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502(8)).
- I. Personally Identifiable Information ("PII"), as defined in the FAR 24.101, means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. It includes but is not limited to common data elements such as names, addresses, dates of birth, and places of employment, to identity documents, Social Security numbers or other government-issued identifiers, precise location information, medical history, and biometric records. This definition covers all PII that is created by or becomes available to the contractor, including its employees, subcontractors, or affiliates, as a result of performing under this contract. PII, as supplementally defined in DOJ Order 0904, also includes information about an individual maintained by an agency, including, but not limited to, information related to education, financial transactions, medical history, and criminal or employment history and information, which can be used to distinguish or trace an individual's identity.
- J. Private Cloud, as defined in [NIST SP 800-145](#), is the deployment model for cloud infrastructure provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.
- K. Security Breach means any security incident (as defined below) that directly relates to the loss of control, compromise, exfiltration, manipulation, unauthorized disclosure, unauthorized acquisition, unauthorized exposure or unauthorized access or any similar occurrence of any Covered Information System or any DOJ Information or any PII accessed by, retrievable from, processed by, stored on, or transmitted within, to or from any such system. This includes incidents where (1) a person other than an authorized user accesses or potentially accesses PII or DOJ Information or (2) an authorized user accesses or potentially accesses PII or DOJ Information for an unauthorized purpose.
 - a. Potential Security Breach (hereinafter, "Potential Breach") means any suspected, but unconfirmed security breach (as defined above).
 - b. Confirmed Security Breach (hereinafter, "Confirmed Breach") means any confirmed security breach (as defined above).
- L. Security Incident means any occurrence that (1) may actually or imminently jeopardize, without lawful authority, the availability, integrity, authentication, confidentiality, or nonrepudiation of DOJ Information or a Covered Information System; or (2) may constitute a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.
 - a. Potential Security Incident means any suspected, but unconfirmed security incident (as defined above).
 - b. Confirmed Security Incident means any confirmed security incident (as defined above).
- M. Vulnerability, as defined in DOJ Vulnerability Management Plan, and the OCIO Information Security Management Procedure, means a weakness or flaw discovered in the design of a system that, when exploited, may result in a loss of confidentiality, integrity, or availability of DOJ Information or an Information System.

III. Confidentiality and Non-Disclosure of DOJ Information

- A. Preliminary and final contract deliverables and all associated working papers and material generated by the Contractor developed using DOJ Information, product, source code, and/or methods of operations, are the property of the U.S. Government and must be submitted to the Contracting Officer ("CO") or the CO's Representative ("COR") at the conclusion of the contract. The U.S. Government has unlimited data rights to all such deliverables and associated working papers and materials in accordance with FAR 52.227-14 (Rights in Data-General). The Contractor will define a method of monitoring the development activity to include any activity associated with DOJ Information, product, source code, and methods of operations. The data rights and development details shall be defined within the Contract.

If the Contractor intends to utilize its existing data, for which it has a patent or copyright, to develop a contract deliverable, it is incumbent upon the Contractor to negotiate with the CO the proper FAR Part 27 clauses in the contract to protect its existing data.

- B. Pursuant to FAR 52.227-14(d)(2), all documents and data produced in the performance of this contract containing DOJ Information, product code, source code, and/or methods of operations are the property of the U.S. Government and, without the prior written permission of the CO, the Contractor shall neither reproduce nor release such information to any third-party at any time, including during performance or following expiration and/or termination of the contract.

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- C. Any DOJ Information made available to the Contractor under this contract shall be used only for the purpose of performance of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of this contract. In performance of this contract, the Contractor assumes responsibility for the protection of the confidentiality of all DOJ Information processed, stored, or transmitted by the Contractor. The Contractor shall comply with information security responsibilities and duties throughout the contract and after expiration/termination as appropriate per contract close-out activities. When requested by the CO (typically no more than annually), the Contractor shall provide a report to the CO identifying, to the best of the Contractor's knowledge and belief, the type, amount, and level of sensitivity of the DOJ Information processed, stored, or transmitted under the Contract, including an estimate of the number of individuals for whom PII has been processed, stored or transmitted under the Contract and whether such information includes social security numbers (in whole or in part).

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IV. Compliance with Information Technology Security Policies, Procedures and Requirements

- A. For all Covered Information Systems, in addition to any other applicable requirements, as set forth in Part I, the Contractor shall comply with the security requirements of the Federal Information Security Modernization Act of 2014 ("FISMA"), Privacy Act of 1974, E-Government Act of 2002, National Institute of Standards and Technology ("NIST") Special Publications ("SP"), including NIST SP 800-37, 800-53, and 800-60 Volumes I and II, Federal Information Processing Standards ("FIPS") Publications 140-2, 199, and 200, Federal Risk and Authorization Management Program ("FedRAMP"), DOJ IT Security Standards as amended, and OMB Memoranda relating to the security of information and/or Federal Information Systems.
- B. In addition, for all Covered Information Systems, the Contractor shall comply with the following requirements, which are listed here only to highlight certain specific applicable requirements from one of the sources identified in the first paragraph of this Section. This is not an exhaustive list of all such requirements with which the Contractor is obligated to comply, and the omission of a requirement from this list should not be construed as negating the materiality of that requirement. These requirements and those in the authorities in the prior paragraph should be read together.

1. Limiting access to DOJ Information and Covered Information Systems to authorized users and to transactions and functions that authorized users are permitted to exercise.
2. Providing security awareness training at least annually to all Contractor employees and contractors involved with the Covered Contract. Such training shall include, but not be limited to, recognizing and reporting potential indicators of insider threats to users and managers of DOJ Information and Covered Information Systems.
3. Creating, protecting, and retaining, in accordance with applicable requirements but in any event at least until the expiration of the contract, Covered Information System audit records, reports, and supporting documentation to enable reviewing, monitoring, analysis, investigation, reconstruction, and reporting of unlawful, unauthorized, or inappropriate activity related to such Covered Information Systems and/or DOJ Information.
4. Maintaining authorizations to operate any Covered Information System.
5. Performing continuous monitoring on all Covered Information Systems, to include but not be limited to, collecting, reviewing, and analyzing appropriate logs and timely investigating security alerts and potential security incidents.
6. Establishing and maintaining baseline configurations and current inventories of Covered Information Systems, including hardware, software, firmware, and documentation, throughout the Information System Development Lifecycle, and establishing and enforcing security configuration settings for IT products employed in Covered Information Systems.
7. Ensuring appropriate contingency planning has been performed, including DOJ Information and Covered Information System backups.
8. Identifying Covered Information System users, processes acting on behalf of users, or devices, and authenticating and verifying the identities of such users, processes, or devices, using multifactor authentication or HSPD-12 compliant authentication methods as defined by [NIST 800-63-3](#), *Digital Identity Guidelines* or current revision.
9. Establishing and maintaining an operational incident handling capability for Covered Information Systems that includes adequate and timely development, logging, detection, analysis, containment, recovery, and user response activities, and tracking, documenting, and timely reporting incidents to appropriate officials and authorities within the Contractor's organization and the DOJ.
10. Performing periodic and timely maintenance on Covered Information Systems, and providing effective controls on tools, techniques, mechanisms, and personnel used to conduct such maintenance.
11. Protecting Covered Information System media containing DOJ Information, including paper, digital and electronic media, and DOJ assets under Contractor control; protecting them from environmental impacts, access, and equipment positioning requirements defined; limiting access to DOJ Information to authorized users; and sanitizing or destroying Covered Information System media containing DOJ Information before disposal, release or reuse of such media.
12. Limiting physical access to Covered Information Systems, equipment, and physical facilities housing such Covered Information Systems to authorized personnel according to DOJ 03.
13. Screening individuals prior to authorizing access to Covered Information Systems to ensure compliance with DOJ Security standards including personnel background checks.
14. Continuously assessing the risk to DOJ Information in Covered Information Systems, including scanning and remediating vulnerabilities, or implementing appropriate mitigation in accordance with DOJ policy, and ensuring the timely removal of assets no longer supported by the Contractor.
15. Continuously monitoring the application of security controls of Covered Information Systems, assessing the efficacy of such controls, and developing and implementing plans of action designed to correct deficiencies and eliminate or reduce vulnerabilities in such Covered Information Systems.
16. Monitoring, controlling, and protecting information transmitted or received by Covered Information Systems at the external boundaries and key internal boundaries of such Covered Information Systems, and employing architectural designs, software development techniques, and systems engineering principles that promote effective security.
17. Identifying, reporting, and correcting Covered Information System security flaws in a timely manner, providing protection from malicious code at appropriate locations, monitoring security alerts and advisories and taking appropriate and timely action in response.
18. Ensuring return of Government Furnished Equipment ("GFE") and/or PIV card assets within 10 business days of notification for end of use (contract end, staff change, etc.).
19. Complying with rights in data (FAR 52.227-14) as to the development, management, and protection of DOJ Information.
20. Reporting on risks or known issues impacting DOJ Services (staffing, hardware, process, changes, etc.) through the Contractor's CO or COR, DOJ Service Owner ("SO"), and Government Technical Manager ("GTM") including risk mitigation activities.

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21. Reporting through the Contractor's CO or COR on any projected or planned changes in corporate ownership, covered information system design, and/or any technical changes that could impact the confidentiality, integrity or availability of DOJ Information, data, or systems. Changes to system design must be updated through the authorization process per NIST SP 800-37 Revision 2, Step 6 ("Continuous Monitoring") or current NIST revision.
 22. When, as part of operating within the DOJ environment, the Contractor's covered information system is subject to review, audit, or assessment by third parties, facilitating DOJ access to information system resources, facilities, personnel, and documentation in a timely manner as required by the auditors. Should a third-party organization conduct a review of any Covered Information System, the Contractor must provide a copy of the report to DOJ, through the CO and COR.
 23. Completing an attestation that meets OMB Memorandum M-22-18 for software procurements following the template attestation form developed by NIST. The attestation form must be returned to the CO and COR for sharing with the component Chief Information Officer (CIO).
 24. Reporting on outages impacting DOJ Services through the Contractor's CO, COR, and DOJ Service Owner (SO) to include event and mitigation details.
- C. The Contractor shall not process, store, or transmit DOJ Information using a Covered Information System without first obtaining an ATO for each Covered Information System. The ATO shall be signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under this contract. (For Cloud Computing Systems, see Section V, below.)
 - D. The Contractor shall ensure compliance with DOJ-03 (Personnel Security Requirements for Contractor Employees) as to all Covered Information Systems.
 - E. When requested by the DOJ CO or COR as described below, the Contractor shall provide DOJ, including the Office of Inspector General ("OIG") and Federal law enforcement components, (1) access to any and all information and records, including electronic information, regarding a Covered Information System, and (2) physical access to the Contractor's facilities, installations, systems, operations, documents, records, and databases. Such access may include independent validation testing of controls, system penetration testing, and FISMA data reviews by DOJ or agents acting on behalf of DOJ, and such access shall be provided within 72 hours of the request. Additionally, the Contractor shall cooperate with DOJ's efforts to ensure, maintain, and safeguard the security, confidentiality, integrity, and availability of DOJ Information.
 - F. The use of Contractor-owned laptops or other portable digital or electronic media to process or store DOJ Information covered by this clause or access a Covered Information System is prohibited unless the CO approves it in writing after the Contractor has provided a letter certifying compliance with the following requirements. For any requirements which include the use or storage of PII, the Senior Component Official for Privacy must also approve. Any additional requirements set forth for the use or storage of PII under DOJ-02, Contractor Privacy Requirements, are in addition to, not superseded by, the requirements set forth here.
 1. Media must be encrypted using a NIST FIPS 140-2 approved product.
 2. The Contractor must develop and implement a process to ensure that security and other applications software is kept up to date.
 3. Where applicable, media must utilize antivirus software and a host-based firewall mechanism.
 4. The Contractor must log all computer-readable data extracts from databases holding DOJ Information and verify that each extract including such data has been erased within 90 days of extraction or that its use is still required. All DOJ Information should be treated by the Contractor as sensitive information unless specifically designated as non-sensitive by the DOJ.
 5. A Rules of Behavior (ROB) form must be signed and acknowledged annually by users. These rules must address, at a minimum, authorized, and official use, prohibition against unauthorized users and use, and the protection of DOJ Information. The form also must notify the users that they have no reasonable expectation of privacy regarding any communications transmitted through or data stored on Contractor-owned laptops or other portable digital or electronic media.
 6. Cybersecurity Awareness Training (CSAT) shall be provided annually by Contractor for all users of Covered Information System. This training must be submitted to, and approved by, the CO or COR in advance of being provided to users. Users must complete and acknowledge having received CSAT each year. At a minimum, CSAT provided by contractors must include:
 - a. Insider Threat Detection and Reporting – Importance of detecting, methodologies, indicators, and reporting
 - b. Privacy Awareness – Privacy Act and PII
 - c. General Cybersecurity – Information security, trends in advance persistent threats, social engineering/phishing, appropriate use, mobile devices, remote access, basic security best practices
 - G. Contractors shall not store DOJ information on Contractor-owned removable IT (e.g., media such as a thumb drive or external hard drive) unless expressly authorized in writing by the DOJ CO or COR in the performance of their contract.
 - H. When no longer needed, all media must be processed (sanitized, degaussed, or destroyed) in accordance with NIST SP 900-88, *Guidelines for Media Sanitization*.
 - I. The Contractor must keep an accurate inventory of digital or electronic media used in the performance of DOJ contracts.

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- J. The Contractor must remove all DOJ Information from Contractor media and return all such information to the DOJ within 10 days of the expiration or termination of the contract, unless otherwise extended by the CO, or waived (in part or whole) by the CO, and all such information shall be returned in a format and form acceptable to DOJ. The Contractor shall provide a written certification certifying the removal and return of all such information to the CO within 10 business days of the removal and return of all DOJ Information.
- K. DOJ, at its discretion, may suspend the Contractor's access to any DOJ Information, or terminate the contract, when DOJ suspects that the Contractor has failed to comply with any security requirement, or in the event of an Information System Security Incident or Security Breach (see definitions above), where the Department determines that either event gives cause for such action. The suspension of access to DOJ Information may last until such time as DOJ, in its sole discretion, determines that the situation giving rise to such action has been corrected or no longer exists. Any termination action taken because of the Contractor's suspected failure to comply with any security requirement will be conducted in accordance with the applicable termination clause governing the awarded contract. The Contractor understands that any suspension or termination in accordance with this provision shall be at no cost to DOJ, and that upon request by the CO, the Contractor must immediately return all DOJ Information to DOJ, as well as any media upon which DOJ Information resides, at the Contractor's expense. The Contractor must comply with FAR 52.227-14 (Rights in Data), FAR 52.245-1 (Government Property), DOJ 2400.3A Chapter 1 (component property procedures), and FAR 4.804-5(a)(6) (Procedures for closing out contract files).

V. Cloud Computing

- A. The Contractor may not utilize the Cloud system of any Cloud Service Provider ("CSP") unless:
 - 1. All of the following has occurred: (a) the Cloud system and CSP have been evaluated by a Third Party Assessing Organization ("3PAO") certified under FedRAMP; (b) the Cloud system received FedRAMP authorization; (c) the Contractor has provided the most current System Security Plan ("SSP") and Security Assessment Report ("SAR") to the DOJ CO for consideration, and provides any subsequent SSPs and SARs within 30 days of issuance; and, (d) the Authorizing Official for the DOJ component responsible for maintaining the security confidentiality, integrity, and availability of the DOJ Information under the Covered Contract has issued an ATO; or,
 - 2. In cases where the CSP or its offering is not FedRAMP authorized, the COR approves utilization of the Cloud System after the CSP has worked with the authorizing official, the DOJ OCIO, and the FedRAMP Program Management Office to determine that the CSP is likely to seek and receive Agency/FedRAMP authorization within 1 year, or DOJ has authorized use as a Private Cloud or Contractor Owned, Contractor Operated system.
- B. The Contractor must ensure that the CSP allows DOJ to access and retrieve any DOJ Information processed, stored, or transmitted in a Cloud system under this Contract within a reasonable time of any such request, but in no event less than 48 hours from the request. To ensure that the DOJ can fully and appropriately search and retrieve DOJ Information from the Cloud system, access shall include any schemas, meta-data, and other associated data artifacts.
- C. The Contractor must ensure that the CSP provides access and information to support and enable DOJ's cloud security posture management, to include the current inventory of security management configuration data for services and information to confirm the Contractor has been monitoring accounts for compliance with security requirements. The DOJ Justice Security Operations Center (JSOC) must be able to access logs and events to investigate potential security breaches and perform security posture assessments associated with the Security Audit Identity Credential Access Management (ICAM) policies.
- D. The Contractor must ensure that the CSP provides evidence of annual recertification of privileged user access management.
- E. A Supply Chain Risk Management (SCRM) review is mandatory for specified acquisitions in accordance with established process in [EO 14028](#) and NIST SP 800-161, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations*, or superseding document. All vendor products and solutions to be used on DOJ national security systems, enterprise-wide systems, or new FIPS-199 High and Moderate systems for the purpose of accessing, collecting, storing, processing, maintaining, using, sharing, retrieving, disseminating, transmitting, or disposing of DOJ Information must be submitted to DOJ OCIO for a Supply Chain Risk Management review prior to contract award or ATO signature. Changes in corporate ownership or structure shall be reported to the CO for referral to SCRM. The Contractor shall notify the CO of any confirmed Supply Chain compromise affecting the Contractor's products or services within 1 hour of discovery.

_____ The following SCRM requirements for acquisition of systems, hardware, or software which will be used in systems that are mission critical or process sensitive data apply to this award. (CO check as appropriate in coordination with the Program Manager and/or System Owner)

- 1. The Contractor shall develop and deliver a SCRM Plan. The SCRM Plan shall meet the format described in NIST SP 800-161, Appendix E. The SCRM plan shall address the following security controls from NIST SP 800-53 Rev 5: SR-2, SR-3, SR-4, SR-5, SR-6, SR-7, SR-8, SR-9, SR-10, and SR-11. Equivalent ISO 27000 series controls may be used if they are mapped to the NIST control(s).
- 2. The Contractor shall implement the required security controls as documented in the SCRM Plan. The requirements of the SCRM plan shall flow down

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to all subcontractors. Evidence of the certification and compliance is required.

3. The Contractor shall provide evidence of compliance with the documented SCRM Plan. (CO select which applies)

_____ Self-assessment by a contractor security team

_____ External assessment by an independent auditor

VI. Information System Security Incident or Security

- A. Confirmed Security Incident. The Contractor shall immediately (and in no event later than 1 hour of discovery) report any Confirmed Security Incident to the DOJ CO and COR. If the Confirmed Security Incident occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, the Contractor must call JSOC at 1-202-357-7000 immediately (and in no event later than within 1 hour of discovery of the Confirmed Security Incident) and shall notify the CO and COR as soon as practicable.

- B. Potential Security Incident.

1. If the Contractor suspects that DOJ information has been potentially disclosed or impacted, the Contractor shall promptly investigate to determine if a Security Incident has occurred. If the Contractor has not determined within 24 hours (i.e., 24 hours from detection of potential security incident and/or security breach) whether the Potential Security Incident was in fact a Security Incident, then it must immediately report the Potential Security Incident to the DOJ CO and the COR. If the time by which to report the Potential Security Incident occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, the Contractor must call or e-mail the JSOC Team at 1-202-357-7000 or JSOC@USDOJ.GOV and contact the DOJ CO and COR as soon as practicable. If the contract involves PII, the Contractor must comply with the notification requirements of DOJ-02 and Executive Order M-17-12 (Memorandum on Preparing for and Responding to a Breach of Personally Identifiable Information), Contractor Privacy Requirements, Section B.5, for an actual or suspected Security Incident.

2. The Contractor must limit sharing of Security Incident details to only those individuals involved in responding to the potential Security Incident. Any provisions of the Covered Contract regarding the citizenship or location of individuals working on the Covered Contract apply equally to individuals involved in responding to any potential Security Incidents. The Contractor may request assistance from the JSOC for advice, incident response, or FBI coordination. The Contractor must provide weekly updates to CO, COR and JSOC during the course of a Security Incident investigation.

- C. Any report submitted in accordance with paragraphs (B) and (C), above, shall identify:

1. Both the Covered Information Systems and DOJ Information involved or at risk, including the type, amount, and level of sensitivity of the DOJ Information and, if the DOJ Information contains PII, the estimated number of unique instances of PII.
2. All steps and processes being undertaken by the Contractor to minimize, remedy, and/or investigate the Security Incident.
3. Any and all other information as required by the CISA Federal Incident Notification Guidelines, including the functional impact, information impact, impact to recoverability, threat vector, mitigation details, and all available incident details; and

The Contractor may request assistance from the JSOC Team for advice, incident response, or FBI coordination, and must provide weekly updates to CO, COR, and JSOC during the course of an Incident investigation.

- D. Except as otherwise required by Federal, State and local laws, executive orders, rules and regulations, all determinations regarding whether and when to notify other individuals and/or federal agencies potentially affected by a Security Incident will be made by DOJ senior officials, the DOJ Core Management Team, or the COR at DOJ's discretion.
- E. The Contractor must provide to DOJ full access to any facility and/or Covered Information System affected or potentially affected by any potential or confirmed Security Incident, including access by the DOJ OIG and federal law enforcement organizations, and undertake any and all response actions DOJ determines are required to ensure the protection of DOJ Information, including providing all requested images, log files, and event information to facilitate rapid resolution of any Security Incident.
- F. DOJ, at its sole discretion, may obtain, and the Contractor will permit, the assistance of other federal agencies and/or third-party contractors or firms to aid in response activities related to any potential or confirmed Security Incident. Additionally, DOJ, at its sole discretion, may require the Contractor to retain, at the Contractor's expense, a 3PAO acceptable to DOJ, with expertise in incident response, compromise assessment, and federal security control requirements, to conduct a thorough vulnerability and security assessment of all affected Covered Information Systems.
- G. Response activities related to any Security Incident undertaken by DOJ, including activities undertaken by the Contractor, other federal agencies, and any third-party contractors or firms at the request or direction of DOJ, may include inspections, investigations, forensic reviews, data analyses and processing, and final determinations of responsibility for the Security Incident and/or liability for any additional response activities. The Contractor shall be responsible for all costs and related resource allocations required for all such response activities related to any Security Incident, including the cost of any penetration testing.

VII. Pass-Through of Security Requirements to Subcontractors and CSPs

- A. The requirements set forth in the preceding paragraphs of this clause apply to all subcontractors and CSPs who perform work in connection with the

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contract, including any CSP providing services for any other CSP under the contract, and the Contractor shall flow down this clause to all subcontractors and CSPs performing under this contract. Any breach by any subcontractor or CSP of any of the provisions set forth in this clause will be attributed to the Contractor.

(End of Clause)

☐ DOJ-08 CONTINUING CONTRACT PERFORMANCE DURING A PANDEMIC INFLUENZA OUTBREAK OR OTHER BIOMEDICAL EMERGENCY OR CATASTROPHE (OCT 2007)

During a Pandemic or other emergency, we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The types of actions a federal contractor should reasonably take to help ensure performance are:

- Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
- Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
- Establish communication processes to notify employees of activation of this plan.
- Integrate pandemic health crisis response expectations into telework agreements.
- With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work.
- Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractor's notification. The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.

The Department does reserve the right in such emergency situations to use federal employees, employees of other agencies, contract support from other existing contractors, or to enter into new contracts for critical support services. Any new contracting efforts would be acquired following the guidance in the Office of Federal Procurement Policy issuance "Emergency Acquisitions", May, 2007 and Subpart 18.2. Emergency Acquisition Flexibilities, of the federal Acquisition Regulations.

(End of clause)

☐ JAR 2852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NOV 2020)

(a) [name] of [organization], [address], [telephone number], [email address], is hereby designated to act as Contracting Officer's Representative (COR) under [award number], for the period of (specify the performance period of the contract that the designation covers).

(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or another representative designated in writing by the Contracting Officer. The term "technical direction" includes, without limitation, the following:

- (i) Receiving all deliverables;
- (ii) Inspecting and accepting the supplies or services provided in accordance with the terms and conditions of this contract;
- (iii) Clarifying, directing, or redirecting the contract effort, including shifting work between work areas and locations, filling in details, or otherwise serving to accomplish the contractual statement of work to ensure the work is accomplished satisfactorily;
- (iv) Evaluating performance of the Contractor; and
- (v) Certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COR does not have the authority to issue direction that:

- (i) Constitutes a change of assignment or work outside the contract specification/work statement/scope of work.
- (ii) Constitutes a change as defined in the clause entitled "Changes" or other similar contract term.

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(iii) Causes, in any manner, an increase or decrease in the contract price or the time required for contract performance;

(iv) Causes, in any manner, any change in a term, condition, or specification or the work statement/ scope of work of the contract;

(v) Causes, in any manner, any change or commitment that affects price, quality, quantity, delivery, or other term or condition of the contract or that, in any way, directs the contractor or its subcontractors to operate in conflict with the contract terms and conditions;

(vi) Interferes with the contractor's right to perform under the terms and conditions of the contract; (vii) Directs, supervises, or otherwise controls the actions of the Contractor's employees or a Subcontractor's employees.

(d) The Contractor shall proceed promptly with performance resulting from the technical direction of the COR. If, in the opinion of the Contractor, any direction by the COR or the designated representative falls outside the authority of (b) above and/or within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer.

(e) Failure of the Contractor and Contracting Officer to agree that technical direction is within the scope of the contract is a dispute that shall be subject to the "Disputes" clause and/or other similar contract term.

(f) COR authority is not re-delegable.

(End of clause)

☐ **JAR 2852.222-70 DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING (DEC 2014)**

(a) It is DOJ policy to enhance workplace awareness of and safety for victims of domestic violence, sexual assault, and stalking. This policy is summarized in "DOJ Policy Statement 1200.02, Federal Workforce Responses to Domestic Violence, Sexual Assault, and Stalking," available in full for public viewing at:

<http://www.justice.gov/sites/default/files/ovw/legacy/2013/12/19/federal-workplace-responses-to-domestic-violence-sexual-assault-stalking.pdf>. Vendor agrees, upon contract award, to provide notice of this Policy Statement, including at a minimum the above-listed URL, to all Vendor employees and employees of subcontractors who will be assigned to work on DOJ premises.

(b) Upon contract award, DOJ will provide the Contractor with the name and contact information of the point of contact for victims of domestic violence, sexual assault, and stalking for the component or components where the Contractor will be performing. The Contractor agrees to inform its employees and employees of subcontractors, who will be assigned to work on DOJ premises, with the name and contact information of the point of contact for victims of domestic violence, sexual assault, and stalking.

(End of Clause)

☐ **JAR 2852.223-70 UNSAFE CONDITIONS DUE TO THE PRESENCE OF HAZARDOUS MATERIAL (NOV 2020)**

(a) "Unsafe condition" as used in this clause means the actual or potential exposure of Contractor or Government employees to a hazardous material.

(b) "Hazardous Material" as used in this clause includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract), any other potentially hazardous material requiring safety controls, or any other material or working condition designated as hazardous by the Contracting Officer's Representative (COR).

(c) The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require Contractors to apprise its employees of all hazards to which they may be exposed in the course of their employment; proper conditions and precautions for safe use and exposure; and related symptoms and emergency treatment in the event of exposure.

(d) Prior to commencement of work, Contractors are required to inspect for and report to the Contracting Officer the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.

(e) If during the performance of the work under this contract, the Contractor or any of its employees, or subcontractor employees, discovers the existence of an unsafe condition, the Contractor shall immediately notify the Contracting Officer, or designee (with written notice provided not later than three (3) working days thereafter), of the existence of an unsafe condition. Such notice shall include the Contractor's recommendations for the protection and the safety of Government, Contractor and subcontractor personnel and property that may be exposed to the unsafe condition.

(f) When the Government receives notice of an unsafe condition from the Contractor, the parties will agree on a course of action to mitigate the effects of that condition and, if necessary, the contract will be amended. Failure to agree on a course of action will constitute a dispute under the Disputes clause of this contract.

(g) Nothing contained in this clause shall relieve the Contractor or subcontractors from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material including but not limited to the use, disturbance, or disposal of such material.

(End of Clause)

CONTRACTING OFFICER: List the recommended security clause in the approved DD 254 in the space provided below by clause number, title, and date of clause.

CONTRACTOR: The full text of the clause may be found at <https://www.dea.gov/security-clauses>.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 15DD0A24P00000071		PAGE 1	OF 4	PAGES
2. AMENDMENT/MODIFICATION NUMBER P00001		3. EFFECTIVE DATE 09/03/2024		4. REQUISITION/PURCHASE REQUISITION NUMBER D-25-SG-0038		5. PROJECT NUMBER (If applicable)
6. ISSUED BY DEA - Aviation Division Aviation Op Cntr, 2300 Horizon Dr Ft. Worth, TX 76177-5300		CODE 15DD0A	7. ADMINISTERED BY (If other than Item 6)		CODE	
		Jae Oh (O) 571-387-3116 seungjae.oh@dea.gov				
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, country, state and ZIP Code) ALBANY COUNTY AIRPORT AUTHORITY Doing Business As: ALBANY INTERNATIONAL AIRPORT ALBANY INTERNATIONAL AIRPORT MAIN TERMINAL SUITE 300 737 ALBANY SHAKER ROAD ALBANY, NY 12211-1057 UEI: DVHVBGFA2SA5 DUNS: 145701699				(X)		
				9A. AMENDMENT OF SOLICITATION NUMBER		
				9B. DATED (SEE ITEM 11)		
				10A. MODIFICATION OF CONTRACT/ORDER NUMBER 15DD0A24P00000071		
				10B. DATED (SEE ITEM 13) 08/30/2024		
CODE		FACILITY CODE		X		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

DEA-2024-2024-S1D-SG-2360000-DOM-G2-FLS-23201-SG005-ADMN-2360220-2024

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THE PURPOSE OF PURCHASE ORDER MOD #P00001 IS TO CORRECT SQUARE FOOTAGE TO 1,017 SF IN DESCRIPTION OF RENTAL SPACE. NO CHANGE TO FUNDING OR VALUE.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Oh, Seungjae	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By (Signature of Contracting Officer)	16C. DATE SIGNED 09/03/2024

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STANDARD FORM 30 (REV. 11/2016)

Prescribed by GSA FAR (48 CFR) 53.243

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2	Contract Clauses.....	3
	DOJ-02 Contractor Privacy Requirements (JAN 2022).....	
3	List of Attachments.....	3

Section 1 - Commodity or Services Schedule

Title: ALBANY COUNTY AIRPORT AUTHORITY - HANGAR RENTAL (1,017 SF)
PoP Dates: 10/01/2024 to 09/30/2025

Firm Fixed Price

SCHEDULE OF SUPPLIES/SERVICES					
CONTINUATION SHEET					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	/ HANGAR RENTAL (1,017 SF) PSC: X1BZ Line Period of Performance: 10/01/2024 - 09/30/2025	Previous :	MO	Previous: \$762.75000	Previous: \$9,153.00
		12		Change: \$0.00000	Change: \$0.00
		Change: 0		Current: \$762.75000	Current: \$9,153.00
		Current : 12			
				PREVIOUS TOTAL	\$9,153.00
				CHANGE	\$0.00
				CURRENT TOTAL	\$9,153.00

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	Previous: \$0.00 Change: \$0.00 Current: \$0.00	DEA-2024-2024-S1D-SG-2360000-DOM-G2-FLS-23201-SG005-ADMN-2360220-2024
		PREVIOUS: \$0.00 CHANGE: \$0.00 CURRENT: \$0.00	

Title: ALBANY COUNTY AIRPORT AUTHORITY - HANGAR RENTAL (1,017 SF)
PoP Dates: 10/01/2024 to 09/30/2025

Section 2 - Contract Clauses

No Clauses

Section 3 - List of Attachments

No Clauses

Identifier	Title	Number of Pages
1	E19_259426	
2	ALBANY COUNTY AIRPORT FY 25 LSD.pdf	
3	ALBANY COUNTY AIRPORT SAM REGIS.pdf	
4	ALBANY COUNTY AIRPORT VENDOR.pdf	
5	15DD0A24P00000071-ALBANY COUNTY AIRPORT AUTHORITY.pdf	
6	15DD0A24P00000071-ALBANY COUNTY AIRPORT AUTHORITY-CLAUSE MATRIX.pdf	
7	DAC D-25-SG-0038 E19 259426 ALBANY COUNTY AIRPORT VENDOR SQUARE FOOTAGE EMAIL.msg	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 15DD0A24P00000071	PAGE 1	OF 4	PAGES
2. AMENDMENT/MODIFICATION NUMBER P00001		3. EFFECTIVE DATE 09/03/2024	4. REQUISITION/PURCHASE REQUISITION NUMBER D-25-SG-0038		5. PROJECT NUMBER (If applicable)
6. ISSUED BY DEA - Aviation Division Aviation Op Cntr, 2300 Horizon Dr Ft. Worth, TX 76177-5300		CODE 15DD0A Jae Oh (O) 571-387-3116 seungjae.oh@dea.gov	7. ADMINISTERED BY (If other than Item 6)		CODE
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				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NUMBER 15DD0A24P00000071	
			X	10B. DATED (SEE ITEM 13) 08/30/2024	
CODE		FACILITY CODE			

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☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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DEA-2024-2024-S1D-SG-2360000-DOM-G2-FLS-23201-SG005-ADMN-2360220-2024

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Section 1 - Commodity or Services Schedule

Title: ALBANY COUNTY AIRPORT AUTHORITY - HANGAR RENTAL (1,017 SF)
 PoP Dates: 10/01/2024 to 09/30/2025

Firm Fixed Price

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	/ HANGAR RENTAL (1,017 SF) PSC: X1BZ Line Period of Performance: 10/01/2024 - 09/30/2025	Previous : 12 Change: 0 Current : 12	MO	Previous: \$762.75000 Change: \$0.00000 Current: \$762.75000	Previous: \$9,153.00 Change: \$0.00 Current: \$9,153.00
PREVIOUS TOTAL					\$9,153.00
CHANGE					\$0.00
CURRENT TOTAL					\$9,153.00

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	Previous: \$0.00 Change: \$0.00 Current: \$0.00	DEA-2024-2024-S1D-SG-2360000-DOM-G2-FLS-23201-SG005-ADMN-2360220-2024
		PREVIOUS: \$0.00 CHANGE: \$0.00 CURRENT: \$0.00	

Title: ALBANY COUNTY AIRPORT AUTHORITY - HANGAR RENTAL (1,017 SF)
 PoP Dates: 10/01/2024 to 09/30/2025

Section 2 - Contract Clauses

No Clauses

Section 3 - List of Attachments

No Clauses

Identifier	Title	Number of Pages
1	E19_259426	
2	ALBANY COUNTY AIRPORT FY 25 LSD.pdf	
3	ALBANY COUNTY AIRPORT SAM REGIS.pdf	
4	ALBANY COUNTY AIRPORT VENDOR.pdf	
5	15DD0A24P00000071-ALBANY COUNTY AIRPORT AUTHORITY.pdf	
6	15DD0A24P00000071-ALBANY COUNTY AIRPORT AUTHORITY-CLAUSE MATRIX.pdf	
7	DAC D-25-SG-0038 E19 259426 ALBANY COUNTY AIRPORT VENDOR SQUARE FOOTAGE EMAIL.msg	

AGENDA ITEM NO. 10.16

**PFC Application: Authorization to Submit
the following Passenger Facility Charge Applications:**

**PFC Application 24-06-C-00 ALB
PFC Application 23-05-C-00 ALB (Amendment)
PFC Application 20-04-C-00 ALB (Amendment)**

AGENDA ITEM NO: 10.16

MEETING DATE: September 16, 2024

**ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION**

DEPARTMENT: Finance

**ACAA Approved
09/16/2024**

Contact Person: Michael Zonsius, Chief Financial Officer

PURPOSE OF REQUEST:

PFC Application: Authorization to Submit the following Passenger Facility Charge Applications:

PFC Application 24-06-C-00 ALB	\$18,590,197
PFC Application 23-05-C-00 ALB (Amendment)	1,439,839
PFC Application 20-04-C-00 ALB (Amendment)	<u>312,507</u>
	\$20,342,543

AMOUNT: \$20,342,543

BUDGET INFORMATION:

Anticipated in Current Budget: Yes: X No:

Account String: 2024-79500-43-0000

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal: NA State: NA Airport: NA

JUSTIFICATION:

Authorization is requested to execute one new Passenger Facility Charge Application, PFC24-06-C-00. The projects included in this application include: Concourse A Modernization and Enhancements, Airfield Lighting Controls, Airport Stormwater & Resiliency Master Plan, Intrusion Detection System, Cargo Apron Rehabilitation, Runway 10/28 Rehabilitation, Runway 01/19 and South Perimeter Road Rehabilitation, Airport Sustainability Management Plan, Runway 28 RPZ Property Acquisition, and PFC Consulting Fees.

Authorization is requested to amend/increase PFC Application 23-05-C-00 ALB by \$1,439,839. This project was for the Design and Construction of the Perimeter Gates and Fence Replacement. The scope of this project did not change.

Authorization is requested to amend/increase PFC Application 23-04-C-00 ALB by \$312,507. This project was the relocation of Escalators #22 and #23. Originally the escalators were to replace those in the ticketing lobby, however, that plan was changed with the new Terminal Connector Project, and now the escalators replaced those in Concourse B.

AGENDA ITEM NO: 10.16

MEETING DATE: September 16, 2024

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL:

YES: ✓ NA:

PROCUREMENT DEPARTMENT APPROVAL: NA

BACK-UP MATERIAL: ✓

1. Application 6 to Impose and Use PFC Revenue



September 9, 2024

ACAA Finance Committee
Peter Stuto, Esq.

Attached for your review is the Passenger Facility Charge Application #6. Also, within this application are two (2) previously FAA approved applications. All three (3) applications will be presented for authorization at the September 16th Board Meeting.

Should you have any questions, please do not hesitate to call.

Michael



Application 6 to Impose and Use PFC Revenues

for

Albany International Airport

Albany County, New York

Submitted by the

Albany County Airport Authority

AUGUST 2024

PASSENGER FACILITY CHARGE (PFC) APPLICATION

1. Application Type (Check all that apply)

- ☒ a. Impose PFC Charges
☒ b. Use PFC Revenue
☐ c. Amend PFC No.

FAA USE ONLY

Date Received:
PFC Number:

PART I - General

2. Public Agency Name, Address, and Contact Person

Agency Name: Albany County Airport Authority
Address: 737 Albany Shaker Road
City, State, ZIP: Albany, NY 12211
Contact Person: Michael F. Zonsius, CPA, AAE

3. Airport(s) to Use

Albany International Airport

4. Consultation Dates

- a. Date of Written Notice to Air Carriers: 04/22/2024
b. Date of Consultation Meeting with Air Carriers: 05/22/2024
c. Date of Public Notice: 07/25/2024

PART II - Charges

5. Charges

a. Airport to Impose:

Albany International Airport

b. Level

- ☐ \$1.00 ☐ \$2.00 ☐ \$3.00
☐ \$4.00 ☒ \$4.50

c. Total Estimated PFC Revenue

Impose: \$ 12,858,346
Use: \$ 12,858,346

d. Proposed Effective Date: 06/01/2028

e. Estimated Expiration Date: 06/01/2030

PART III - Attachments

6. Attachments (Check all that Apply)

- | | | |
|---|--|------------------------------------|
| a. Airport Capital Improvement Plan | <input checked="" type="checkbox"/> Attached | Submitted with Application Number: |
| b. Application Project Information | <input type="checkbox"/> Attached | Submitted with Application Number: |
| c. Air Carrier Consultation and Public Notice Information | <input checked="" type="checkbox"/> Attached | Submitted with Application Number: |
| d. Request to Exclude Class(es) of Carriers | <input type="checkbox"/> Attached | Submitted with Application Number: |
| e. Alternative Uses/Projects | <input type="checkbox"/> Attached | Submitted with Application Number: |
| f. Competition Plan/Update | <input type="checkbox"/> Attached | Submitted with Application Number: |
| g. ALP/Airspace/Environmental | <input type="checkbox"/> Attached | Submitted with Application Number: |
| h. Notice of Intent Project Information | <input checked="" type="checkbox"/> Attached | Submitted with Application Number: |
| i. Other: | <input type="checkbox"/> Attached | Submitted with Application Number: |

PART IV - Certification

7. With respect to this PFC application I hereby certify as follows:

- To the best of my knowledge and belief, all data in this application are true and correct;
- This application has been duly authorized by the governing body of the public agency;
- The public agency will comply with the assurances (Appendix A to Part 158) if the application is approved;
- For those projects for which approval to use PFC revenue is requested, all applicable ALP approvals, airspace determinations, and environmental reviews required by the National Environmental Policy Act have been completed.
- If required, the public agency has submitted a competition plan in accordance with 49 U.S.C. 47106(f); and
- If required by 49 U.S.C. 40117(d)(4), adequate provision for financing the airside needs, including runways, taxiways, aprons, and gates, has been made by the public agency.

a. Name of Authorized Representative
Michael F. Zonsius, CPA, AAE

b. Title
Chief Financial Officer

c. Telephone Number
518.242.2200

d. E-mail Address
mzonsius@albanyairport.com

Please read the following information: By signing this document, you are agreeing that you have reviewed the following disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

e. Signature of Authorized Representative

f. Date Signed

Albany International Airport

Airport:	Albany International Airport	State:	New York	NPDES #:	3-36-0001	LOC ID:	ALB	Date:	July 9th, 2024					
Project Description/Narrative		NPR	Federal Funds				Local		Totals		Environmental Status	Comments		
		Entitlement	Cargo Entitlement	Discretionary	BIL-ATP	BIL-AIG	Other (FAA)	State Matching Funds	PFC	Other	State funded only	Environmental Type		
2024														
Runway 01-19 Rehabilitation/Lighting Upgrades & South Side Perimeter Road - Construction	81	\$ 6,494,552		\$ 2,032,206				\$ 518,159	\$ 518,159	\$ 296,525		CATEX/ Short EA	Issued 2-28-2022 / 9-23-2022	by Madelyn Sheehan-NYAD0.
Terminal Concourse A Modernization & Enhancement - Construction	42			\$ 10,600,000				\$ 10,377,000	\$ 10,377,000			CATEX	Issued 9-23-2022	by Madelyn Sheehan-NYAD0
Airfield Lighting Controls (Equipment & Installation)								\$ 500,000	\$ 500,000			CATEX	Pending	Submitted for review - 12-06-2023
Replace Passenger Boarding Bridges A6 & B6	42							\$ 2,000,000	\$ 2,000,000			CATEX	Issued 3-28-2022	by Madelyn Sheehan-NYAD0
Intrusion Detection Security System (Equipment & Installation)								\$ 600,000	\$ 600,000			Admin CATEX	Issued 12-04-1023	By Zack DeLaine - NYAD0
Full-Depth Reconstruct GA Apron - Environmental										\$ 4,090	\$ 4,090	N/A	N/A	N/A
Full-Depth Reconstruct GA Apron - Environmental										\$ 4,090	\$ 4,090	N/A	N/A	N/A
Full-Depth Reconstruct GA Apron - Design	69									\$ 450,000	\$ 450,000	Pending	Pending	2022 Branch PCL 57, 47, 64
Airport Sustainability Management Plan - Planning	77			\$ 449,303				\$ 24,961	\$ 24,961		\$ 499,226	Admin CATEX	Pending	2022 Branch PCL 57, 47, 64
Terminal & North Parking Garage Elevator Rehabilitation - Construction (Phase 1)										\$ 537,520	\$ 806,280	SEQR, N/A NEPA	SEQR Completed	
Replaces SBE - Snow Blower (One Unit - M23) <i>Previous Grant 147-2021 New Bld - 5582,999</i>	42										\$ -	CATEX	Issued 3-28-2021	by Madelyn Sheehan-NYAD0
Runway 01 MALSR - Design (Reimbursable Agreement)										\$ 300,000	\$ 300,000	Pending	Pending	
Total FY2024		\$ 6,494,552	\$ -	\$ 2,032,206	\$ 449,303	\$ 10,600,000	\$ -	\$ 543,120	\$ 14,020,120	\$ 1,592,275	\$ 806,280			\$ 37,317,657
2025														
Full-Depth Reconstruct GA Apron - Construction (Excludes Proposed Ingar Area)	69	\$ 4,500,000	\$ 100,000	\$ 2,000,000				\$ 400,000		\$ 400,000		CATEX	Submitted June 2024	Pending
Full-Depth Reconstruct Terminal Apron - Design	69								\$ 3,000,000		\$ 3,000,000	Pending	2022 Branch PCL 65	
Terminal Electrical Resiliency Upgrades - Equipment & Construction (Phase 1) <i>Partial Funding Allocation</i>					\$ 5,700,000					\$ 75,000	\$ 75,000	CATEX	Issued 04-01-2024	By Zack DeLaine - NYAD0
Full-Depth Reconstruct Terminal Apron - Design								\$ 1,350,000			\$ 1,350,000	Pending	Pending	
NW MRO Development - Environmental									\$ 50,000		\$ 50,000	Pending	Pending	
East Side Runway 1-19 Partial Parallel Taxiway - Environmental									\$ 200,000		\$ 200,000	Pending	Pending	
Runway 28 RWP Property Acquisition (~2.6 AC (64 Wide Road)					\$ 27,000			\$ 1,500		\$ 1,500		CATEX	Issued 03-07-2024	By Zack DeLaine - NYAD0
Airport Stormwater & Resiliency Master Plan - Planning									\$ 500,000		\$ 500,000	Admin CATEX	Pending	
Terminal & North Parking Garage Elevator Rehabilitation - Construction (Phase 2)											\$ 1,343,500	SEQR, N/A NEPA	SEQR Completed	
Replace Runway Friction Tester Vehicle											\$ 280,000	Pending	Pending	
Replace 2002 SBE - Multi-Use Dump/Plow/Sand (One Unit - M65)											\$ 280,000	Pending	Pending	
Replace 1991 SBE - Snow Blower (One Unit - M25)											\$ 330,000	Pending	Pending	
Replace 2004 SBE - Front End Loader w/ 30FT Plow (One Unit - M40)											\$ 700,000	Pending	Pending	
Replace 2004 SBE - Front End Loader w/ 30FT Plow (One Unit - M49)											\$ 600,000	Pending	Pending	
Total FY2025		\$ 4,500,000	\$ 100,000	\$ 2,627,000	\$ -	\$ 5,700,000	\$ -	\$ 476,500	\$ 3,750,000	\$ 3,824,020	\$ 806,280			\$ 23,137,500
2026														
Full-Depth Reconstruct Terminal Apron (Phase 1) - Construction	69	\$ 4,500,000	\$ 100,000	\$ 8,900,000				\$ 750,000		\$ 750,000		Pending	2022 Branch PCL 65	
VORTAC Relocation/Removal - Demolition (FAA ATO 10096)					\$ 500,000						\$ 500,000	Pending	Pending	Finalize - Based on indications from DOI and ATO for re-evaluation schedule
Runway 01 MALSR - Construction/Replacement (FAA ATO 10095)					\$ 2,500,000						\$ 2,500,000	Pending	Pending	Finalize - Based on indications from DOI and ATO for re-evaluation schedule
Comprehensive AGR Obstruction & Topography Survey								\$ 8,500		\$ 8,500		Pending	Pending	Finalize - Based on indications from DOI and ATO for re-evaluation schedule
East Side Runway 1-19 Partial Parallel Taxiway - Design											\$ 1,200,000	Pending	Pending	Finalize - Based on indications from DOI and ATO for re-evaluation schedule
NW MRO Development - Design (Possible Partial Private Funding)											\$ 2,000,000	Pending	Pending	Finalize - Based on indications from DOI and ATO for re-evaluation schedule
GA Hangar Development - Environmental											\$ 10,000	Pending	Pending	CATEX Issued Nov. 15th 2021, renew?
GA Hangar Development - Design											\$ 2,000,000	Pending	Pending	
Replace 2004 SBE - Multi-Use Dump/Plow/Sand (One Unit - M66)											\$ 2,000,000	Pending	Pending	
Replace 1981 SBE - Sand Spreader (One Unit - M30)											\$ 250,000	Pending	Pending	

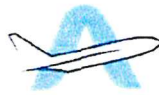
Airport	Albany International Airport	State	New York	NFIAS #:		5-35-0001	LOCID:	ALB	Date	July 9th, 2024					
Project Description/Narrative	NPR	Federal Funds					Local		Totals	Environmental Type	Environmental Status	Comments			
		Entitlement	Cargo Entitlement	Discretionary	Supplemental Discretionary	BIL-ATP	BIL-AIG	Other (FAA)					State Matching Funds	PFC	Other
Total FY2026		\$ 4,500,000	\$ 100,000	\$ 9,053,000	\$ -	\$ -	\$ -	\$ 3,000,000	\$ 750,500	\$ -	\$ 6,468,500	\$ -	\$ 23,880,000		
2027															
Full-Depth Reconstruct Terminal Apron (Phase 2) - Construction	69	\$ 4,500,000	\$ 100,000	\$ 8,900,000					\$ 750,000		\$ 750,000		\$ 15,000,000	Pending	2022 Branch PCI 65
NW ARD Development (Phase 1) - Construction (Possible Partial Private Funding)													\$ 18,000,000	Pending	
GA Langer Development - Construction													\$ 30,000,000	SRQ-CATEX	NEPA completed by Madelyn Sheehan, awaiting SEQR
Rehabilitate Taxiways M, Q, and Cargo Apron - Design	69			\$ 450,000					\$ 25,000		\$ 25,000		\$ 500,000	Pending	to Madelyn Sheehan-NYAD
Rehabilitate Taxiways M, Q, and Cargo Apron - Environmental	69			\$ 13,500					\$ 750		\$ 750		\$ 15,000	Pending	2022 Branch PCI 65 / 66 / 61
Comprehensive Perimeter Road Rehabilitation - Environmental													\$ 15,000	Pending	to Madelyn Sheehan-NYAD
Replace 2015 SRE - Multi-Use Dump/Flow/Sand (One Unit - M44)													\$ 15,000	Pending	2022 Branch PCI 65 / 66 / 61
Replace 2009 SRE - Snow Blower (One Unit - M41)													\$ 15,000	Pending	
Replace 2015 SRE - Multi-Use Dump/Flow (One Unit - M42)													\$ 700,000	Pending	
Replace 2014 ARFF Truck - Rosenbauer Panther (One Unit - E3)													\$ 300,000	Pending	
Replace 2009 ARFF Truck - Rosenbauer Panther (One Unit - E3)													\$ 1,000,000	Pending	
Total FY2027		\$ 4,500,000	\$ 100,000	\$ 9,363,500	\$ -	\$ -	\$ -	\$ -	\$ 715,750	\$ 2,330,000	\$ 48,790,750	\$ -	\$ 65,860,000		
2028															
East Side Runway 1-19 Parallel Taxiway - Construction		\$ 4,500,000	\$ 100,000	\$ 15,200,000					\$ 1,100,000		\$ 1,100,000		\$ 22,000,000	Pending	
Snow Removal Equipment Storage Bldg (approx. 15,000 SF) - Design	51												\$ 300,000	Pending	
Snow Removal Equipment Storage Bldg (approx. 15,000 SF) - Environmental													\$ 30,000	Pending	
Replace 2010 SRE - Runway Sweeper (One Unit - M43)									\$ 700,000		\$ 700,000		\$ 700,000	Pending	
Replace 2010 SRE - Runway Sweeper (One Unit - M41)									\$ 700,000		\$ 700,000		\$ 700,000	Pending	
Replace 2011 SRE - Runway Sweeper (One Unit - M42)									\$ 700,000		\$ 700,000		\$ 700,000	Pending	
Replace 2011 SRE - Snow Blower (One Unit - M42)									\$ 700,000		\$ 700,000		\$ 700,000	Pending	
Replace 2009 ARFF - Rosenbauer Panther (One Unit - E3)									\$ 1,000,000		\$ 1,000,000		\$ 1,000,000	Pending	
Total FY2028		\$ 4,500,000	\$ 100,000	\$ 15,200,000	\$ -	\$ -	\$ -	\$ -	\$ 1,100,000	\$ 3,800,000	\$ 1,430,000	\$ -	\$ 26,130,000		
2029															
Rehabilitate Taxiways M, Q, and Cargo Apron - Construction	69	\$ 4,500,000	\$ 100,000	\$ 4,850,000					\$ 300,000		\$ 300,000		\$ 10,500,000	CATEX Submitted	to Madelyn Sheehan-NYAD
Comprehensive Perimeter Road Rehabilitation - Design & Construction	55			\$ 4,500,000					\$ 250,000		\$ 250,000		\$ 5,000,000	Pending	2022 Branch PCI 65 / 66 / 61
Replace 2011 ARFF - Rosenbauer Panther (One Unit - E4)													\$ 1,500,000	Pending	2022 Branch PCI 70
Replace 2019 SRE - Multi-Use Dump/Flow (One Unit - M40)													\$ 300,000	Pending	
Cargo Facility Expansion - Design													\$ 300,000	Pending	
Cargo Facility Expansion - Environmental													\$ 10,000	Pending	
Total FY2029		\$ 4,500,000	\$ 100,000	\$ 9,350,000	\$ -	\$ -	\$ -	\$ -	\$ 550,000	\$ 1,410,000	\$ 550,000	\$ -	\$ 16,880,000		
2030															
Snow Removal Equipment Storage Bldg (approx. 15,000 SF) - Construction	51	\$ 4,500,000	\$ 100,000	\$ 8,900,000					\$ 300,000		\$ 300,000		\$ 6,900,000	Pending	
Southwest Quadrant SE Development (Phase 1) - Design & Environmental (Possible Partial Private Funding)											TBD		\$ -	Pending	
ARFF Facility Relocation - Environmental				\$ 45,000					\$ 2,500		\$ 2,500		\$ 50,000	Pending	
Cargo Facility Expansion - Construction											\$ 20,000,000		\$ -	Pending	
Total FY2030		\$ 4,500,000	\$ 100,000	\$ 8,945,000	\$ -	\$ -	\$ -	\$ -	\$ 302,500	\$ -	\$ 302,500	\$ -	\$ 6,950,000		

Attachment C
AIR CARRIER CONSULTATION AND PUBLIC NOTICE INFORMATION

- C-1 Written Notification to Air Carriers
- C-2 Air Carrier Notification List
- C-3 Air Carrier Consultation Materials
- C-4 Public Consultation

Attachment C-1
WRITTEN NOTIFICATION TO AIR CARRIERS

A written notification to Air Carriers of a consultation meeting, as required by 14 CFR Sections 158.23, was e-mailed to air carriers serving Albany International Airport on April 22, 2024. A copy of the notification follows.



April 22, 2024

To: Distribution List

Subject: Notice of Air Carrier Consultation Meeting for a New Passenger Facility Charge (PFC) Application at Albany International Airport

This letter serves as a written Notice to the air carriers that the Albany County Airport Authority (the Authority) intends to submit amendments to two prior PFC applications and a new PFC application to the Federal Aviation Administration (FAA) to obtain impose-and-use authority for projects at Albany International Airport (ALB) and hold an air carrier consultation meeting on May 22, 2024.

Pursuant to Section 158.23 of 14 CFR Part 158, this Notice is being sent to all air carriers having a significant business interest at ALB (see Distribution List) and includes the following:

1. Proposed PFC projects [pursuant to Section 158.23(a)(1)]
2. PFC level, proposed charge effective date, estimated charge expiration date, and estimated total PFC revenue [pursuant to Section 158.23(a)(2)]
3. Class of carrier not required to collect the PFC [pursuant to Section 158.23(a)(3)]
4. Date, time, and location of air carrier consultation meeting [pursuant to Section 158.23(a)(4)]

Proposed Amendments to Approved PFC Applications

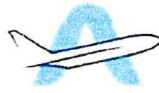
The Authority intends to amend two approved PFC applications to reflect final project costs for certain projects:

- In Application 20-04-C-00-ALB, project 04-009 Escalator #22 & #23 Replacement, needs to be amended from \$1,100,000 to \$1,412,507, an increase of \$312,507. The scope of this project also needs to be amended. The original application was to replace 2 escalators in the ticketing area. The escalators replaced were those in Concourse B, not ticketing.
- In Application 23-05-C-00-ALB, project 05-002 Design and Construct Perimeter Gate and Fence Replacement needs to be amended from \$900,000 to \$2,339,839, an increase of \$1,439,839. The scope of the project is unchanged.

Proposed PFC Projects

The Authority intends to submit a sixth PFC application for 11 projects. All projects include associated design, planning, program management, construction management, and administration, as applicable. Included in the new PFC application will be the following list of projects as summarized below:

- Concourse A Modernization and Enhancements: The project reconfigures the existing Concourse A by infilling an area to add two new gates with passenger boarding bridges. New footings, bridges, supporting MEP systems and associated gate podiums are included. Holdroom area seating and flooring will need to be installed throughout to accommodate the two new gates. A new companion restroom will be installed in the area to meet Americans with Disabilities Act requirements.



- Airfield Lighting Controls: Upgrades to the Airport Electrical Vault to install new computers, cabinet, wiring, and controls. New conduits and wiring interface with the back-up generator, tower beacon and the constant current regulators.
- Airport Stormwater & Resiliency Master Plan: This project will ensure the essential planning and preparation for both the increased frequency of severe rain events in conjunction with proposed long-term infrastructure projects. The Airport Stormwater & Resiliency Master Plan will incorporate both water quality control measures for new development, as well as long-term stormwater infrastructure needs for the entire airport property.
- Perimeter Intrusion Detection System: The installation of a perimeter intrusion detection system for the entire perimeter of the Albany International Airport. The system will detect perimeter breaches of individuals and vehicles and will integrate with the Security Center.
- Cargo Apron Rehabilitation: This project includes concrete pavement reconstruction, asphalt pavement rehabilitation, storm sewer pipe lining, and catch basin repair for the aircraft cargo apron. Concrete pavement reconstruction work is approximately 22,000 SF and the asphalt pavement rehabilitation work is approximately 14,000 SF. Project includes storm drainage network exploratory work (televising and cleaning), concrete and asphalt removal, excavation, concrete placement, pipelining, milling, paving, and pavement marking application.
- Runway 01/19 Rehabilitation: Reimburse local matching share of AIP grant.
- Runway 10/28 Rehabilitation: Reimburse local matching share of AIP grant.
- Airport Sustainability Management Plan: Reimburse local matching share of AIP grant.
- Runway 28 RPZ Property Acquisition: Reimburse local matching share of AIP grant.
- South Side Perimeter Road: Reimburse local matching share of AIP grant.
- PFC Consulting Fees: The project includes consulting services related to the preparation of this PFC Application.

The Concourse A Modernization and Enhancements project will be financed through a combination of PFC pay-as-you-go and PFC-backed financing. All the other projects will be done on a pay-as-you-go basis.



PFC Level, Proposed Charge Effective Date, Estimated Charge Expiration Date, and Estimated Total PFC Revenue

- PFC Level: \$4.50 per eligible enplaned passenger
- Total PFC Revenue: \$25,052,346
 - Under New Application: \$23,300,000
 - Amendment to 20-04-C-00-ALB: \$312,507
 - Amendment to 23-05-C-00-ALB: \$1,439,839
- Estimated Charge Effective Date for New Application: June 1, 2028
- Estimated Charge Expiration Date for New Application: August 1, 2032

Class of Carrier Not Required to Collect the PFC

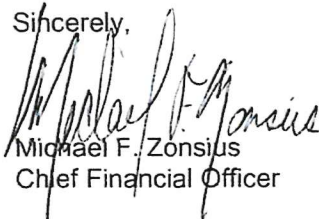
The Authority intends to continue to exclude Part 135 on-demand air taxi/commercial operators from the requirements to collect a PFC. Only 76 passengers were enplaned at ALB by this class of carrier in CY 2022, representing less than one percent of total annual enplanements. The known Part 135 carriers serving ALB are Cobalt Air, Northeastern Aviation, Pegasus Elite Aviation, and Seneca Flight Operations.

Air Carrier Consultation Meeting Date, Time, and Location

- Date: May 22, 2024
- Time: 10:00am
- Location: 3rd Floor Board Room, 737 Albany Shaker Road, Albany, NY, 12211
(A Teams invitation will also be sent.)

Air carriers that have questions prior to the meeting can reach me at mzonzi@albanyairport.com or (518) 242-2204. Relevant materials will be provided to the air carriers during the consultation meeting. Please acknowledge the receipt of this written Notice within 30 days, as required under Section 158.23(c)(1). Acknowledgment is implied if no response is received within 30 days from the date of this written Notice.

Sincerely,



Michael F. Zonsius
Chief Financial Officer

Attachment



Distribution List

AIRLINES

Allegiant Air

Susan Kittle, susan.kittle@allegiantair.com

American Airlines (Air Wisconsin, Envoy Air, Piedmont Airlines, and PSA Airlines all operate as subsidiaries and/or on behalf of American Airlines)

Haley Brown, haley.brown@aa.com

Avelo Airlines

Somer Shindler, sshindler@aveloair.com

Delta Air Lines (Endeavor Air operates as a subsidiary of Delta Air Lines)

Tim DeBord, timothy.debord@delta.com

Frontier Airlines

Jeff Bellandi, jeff.bellandi@flyfrontier.com

JetBlue Airways

Thomas Kuehn, Thomas.Kuehn@jetblue.com

Republic Airlines

Bryan Bedford, Bryan.bedford@rjet.com

SkyWest Airlines

Kelly Lane, klane@skywest.com

Southwest Airlines

Justin Danehy, Justin.Danehy@wnco.com

United Airlines (Commuteair and GoJet both operate on behalf of United Airlines)

Amy Pratt, amy.pratt@united.com

FEDERAL AVIATION ADMINISTRATION

Danielle Antonucci, danielle.antonucci@faa.gov

Robert Costa, Robert.Costa@faa.gov

Evelyn Martinez, evelyn.martinez@faa.gov

FRASCA & ASSOCIATES

Ken Cushine, kcushine@frascallc.com

David Neyer, dneyer@frascallc.com

Nora Richardson, nrichardson@frascallc.com

ALBANY COUNTY AIRPORTS AUTHORITY

Philip Calderone, pcalderone@albanyairport.com

Margaret Herrmann, mherrmann@albanyairport.com

Christine Quinn, cquinn@albanyairport.com

Michael Zonsius, mzonsius@albanyairport.com

Attachment C-2
AIR CARRIER NOTIFICATION LIST

All airlines having a significant business interest (as defined in Section 158.3) at Albany International Airport were notified of the consultation meeting. These airlines are included in the distribution list attached to the preceding letter of written notification. No carriers acknowledged receipt of the notice.

Attachment C-3
AIR CARRIER CONSULTATION MATERIALS

A consultation meeting for air carriers was held on May 22, 2024 pursuant to the requirements of Section 158.23(b). The meeting included a telephone conference line to provide an option in lieu of in-person attendance at the Airport Authority's offices. The materials were available at the consultation meeting as well as distributed via e-mail. A copy of the consultation materials presented at the meeting can be found following this Attachment.

Tim DeBord, Delta Air Lines, and Haley Brown, American Airlines, attended the meeting in person. Justin Danehy, Southwest Airlines, participated via conference call. No certifications of agreement or disagreement were provided by the airlines.



THE ALBANY COUNTY AIRPORT AUTHORITY

PFC CONSULTATION MEETING

May 22, 2024



Overview



- The Albany County Airport Authority (Authority) intends to submit amendments to two prior PFC applications and a new PFC application to the Federal Aviation Administration (FAA) for 10 projects:
 - Concourse A Modernization and Enhancements
 - Runway 10/28 Rehabilitation (AIP Match)
 - Airfield Lighting Controls
 - Runway 01/19 and South Side Perimeter Road Rehabilitation (AIP Match)
 - Airport Stormwater & Resiliency Master Plan
 - Airport Sustainability Management Plan (AIP Match)
 - Intrusion Detection System
 - Runway 28 RPZ Property Acquisition (AIP Match)
 - Cargo Apron Rehabilitation
 - PFC Consulting Fees
- PFC level: \$4.50 per eligible enplaned passenger
- Estimated charge effective date for the application: June 1, 2028
- Estimated charge expiration date for the application: August 1, 2032
- Estimated total PFC revenue to be collected under new application: \$24,160,697

Notice to Air Carriers



- On April 22, 2024, the Authority provided written notice to the air carriers that it would hold this consultation meeting
 - In accordance with Section 158.37(b) of 14 CFR Part 158, the notice we sent to all air carriers with a significant business interest at SNA
 - Carriers with a significant business interest include those that provide scheduled service and nonscheduled air carriers with more than 25,000 enplaned passengers
- The notice included:
 - A description of the project
 - PFC level, proposed charge effective date, estimated charge expiration date, and estimated total PFC revenues
 - Class of carrier not required to collect the PFC
 - Description of the proposed amendments
 - Date, time, and location of airline consultation meeting
- Please provide updated contact information to the Authority if PFC communications should be to be sent to additional or alternate email addresses

Exempt Air Carriers



- The Authority proposes to continue to exclude air carriers filing FAA Form 1800-31, Air Taxi Commercial Operators (ATCO) from the requirements to collect PFCs
 - This class of carrier enplaned only 76 passengers, or less than 0.1% of total enplaned passengers, in calendar year 2022 (the most recent year for which FAA data is available)
- Known ATCOs at ALB include:
 - Cobalt Air
 - Northeastern Aviation
 - Pegasus Elite Aviation
 - Seneca Flight Operations

Air Carrier Requirements



- Carriers shall provide the Authority with written certification of agreement or disagreement with the new PFC application and proposed amendments by June 24, 2024
 - A certification of disagreement must contain the reasons for such disagreement and the absence of such reasons shall void the certification of disagreement
 - If the carrier fails to provide the Airport with a certification of agreement or disagreement, the carrier is considered to have certified its agreement
- Airline certifications of agreement and disagreement should be sent to:
 - Mr. Michael Zonzius
 - mzonsius@albanyairport.com



PFC Amendments

PFC Amendments



20-04-C-00-ALB

- Project 04-009, Escalator #22 & and #23 replacement needs to be amended to:

UPDATE SCOPE

- The escalators replaced were in Concourse B, not the ticketing area as originally planned.

INCREASE COST

Amended PFC Amount	\$1,412,507
Approved PFC Amount	<u>\$1,100,000</u>
Increase	\$312,507

23-05-C-00-ALB

- Project 05-002 Design and Construct Perimeter Gate and Fence Replacement needs to be amended to increase the cost. The approved PFC amount was based on a preliminary planning cost estimate and actuals came in higher.

Amended PFC Amount	\$2,339,839
Approved PFC Amount	<u>\$900,000</u>
Increase	\$1,439,839



New PFC Application

Plan of Finance



	PFC	Federal Grants	State Grants	Airport	Total Project
Concourse A Modernization and Enhancements	\$14,400,000	\$10,600,000	\$-	\$1,742,000	\$26,742,000
Airfield Lighting Controls	215,000	-	-	-	215,000
Airport Stormwater & Resiliency Master Plan	500,000	-	-	-	500,000
Intrusion Detection System	600,000	-	-	-	600,000
Cargo Apron Rehabilitation	1,683,312	-	-	-	1,683,312
Runway 10/28 Rehabilitation	396,935	7,144,830	396,935	-	7,541,765
Runway 01/19 and South Side Perimeter Road Rehabilitation	698,450	12,572,100	698,450	458,000	13,728,550
Airport Sustainability Management Plan	25,000	450,000	25,000	-	475,000
Runway 28 RPZ Property Acquisition	1,500	27,000	1,500	-	30,000
PFC Consulting Fees	70,000	-	-	-	70,000
	\$18,590,197	\$30,793,930	\$1,121,885	\$2,200,000	\$51,585,627

Total PFC Revenue



	Pay-Go	Bond Capital	Bond Financing and Interest	Total PFC
Concourse A Modernization and Enhancements	\$1,100,000	\$13,300,000	\$5,570,000	\$19,970,000
Airfield Lighting Controls	215,000	-	-	215,000
Airport Stormwater & Resiliency Master Plan	500,000	-	-	500,000
Intrusion Detection System	600,000	-	-	600,000
Cargo Apron Rehabilitation	1,683,312	-	-	1,683,312
Runway 10/28 Rehabilitation	396,935	-	-	396,935
Runway 01/19 and South Side Perimeter Road Rehabilitation	698,450	-	-	698,450
Airport Sustainability Management Plan	25,000	-	-	25,000
Runway 28 RPZ Property Acquisition	1,500	-	-	1,500
PFC Consulting Fees	<u>70,000</u>	<u>-</u>	<u>-</u>	<u>70,000</u>
	\$5,290,197	\$13,300,000	\$5,570,000	\$24,160,197

Concourse A Modernization and Enhancements



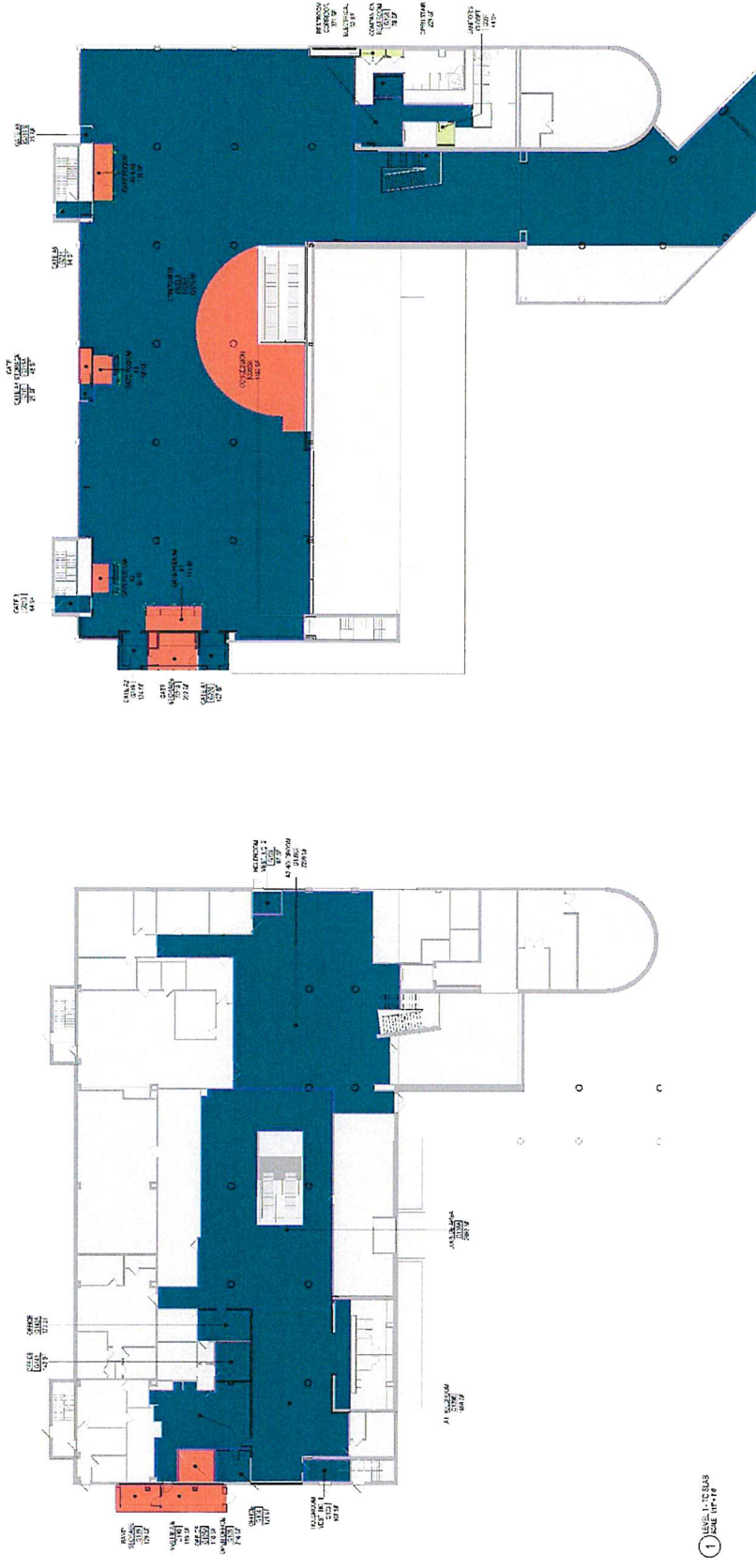
DESCRIPTION

- Concourse A currently has 4 gates (A3, A4, A5, and A6) equipped with passenger boarding bridges (PBBs) and 2 lower-level ground boarding gates (A1 and A2). The lower level is accessed by escalator.
- The project reconfigures and renovates the existing Concourse A to convert gates A1 and A2 from ground loading to 2 new passenger boarding bridge equipped holdrooms.
- The escalator atrium will be infilled to provide an additional 1,350 square feet. New footings, bridges, supporting MEP systems and associated gate podiums are included. Holdroom area seating and terrazzo flooring will be installed throughout Concourse A to accommodate the two new gates.
- A new companion restroom will be installed in the area to meet Americans with Disabilities Act requirements.

JUSTIFICATION

- All PBB equipped gates are currently leased by airlines and used during peak times. The 2 additional PBB equipped gates will provide additional capacity to meet peak period demand, serve new entrants, and allow for growth by existing airlines.

Concourse A Modernization and Enhancements



Airfield Lighting Controls



DESCRIPTION

- New airfield lighting control computers with new fiber wiring will be furnished and installed in both the Airfield Electric Vault and ATCT.
- New wiring and conduit will interface with the back-up generator, tower beacon, and the constant current regulators.
- A remote station will be installed to monitor the system and allow for remote meggering (electrical insulation checking).

JUSTIFICATION

- The existing airfield lighting controls were installed in 1994 and are:
 - Beyond their useful life and difficult to maintain
 - Do not include sufficient backup power
 - Utilize outdated wiring and conduits

Airport Stormwater & Resiliency Master Plan



DESCRIPTION

- An Airport Stormwater & Resiliency Master Plan will be commissioned to provide the essential planning and preparation for severe rain events and proposed long-term infrastructure projects. The plan will incorporate both water quality control measures for new development, as well as long-term stormwater infrastructure needs for the entire airport property.

JUSTIFICATION

- To address water issues, the Authority will work closely with local water stakeholders and adopt an integrated water resources management approach. This will help ALB avoid flooding events and will also reduce pollution reaching nearby waters.



Intrusion Detection System



DESCRIPTION

- An intrusion detection system will be installed to increase the security for the entire perimeter of the Albany International Airport.
- The system will detect perimeter breaches of individuals and vehicles and will integrate with the Genetec Security Center. The system will generate alarms/notifications upon detection of potential perimeter breaches and have the ability to track individuals/vehicles. The system will function in all lighting conditions and weather events.

JUSTIFICATION

- The system will reduce the ability of individuals and vehicles breaching airport perimeters undetected and gaining access to runways, parked aircraft, or other sensitive locations.

Airfield Pavement Rehabilitation Projects



DESCRIPTIONS

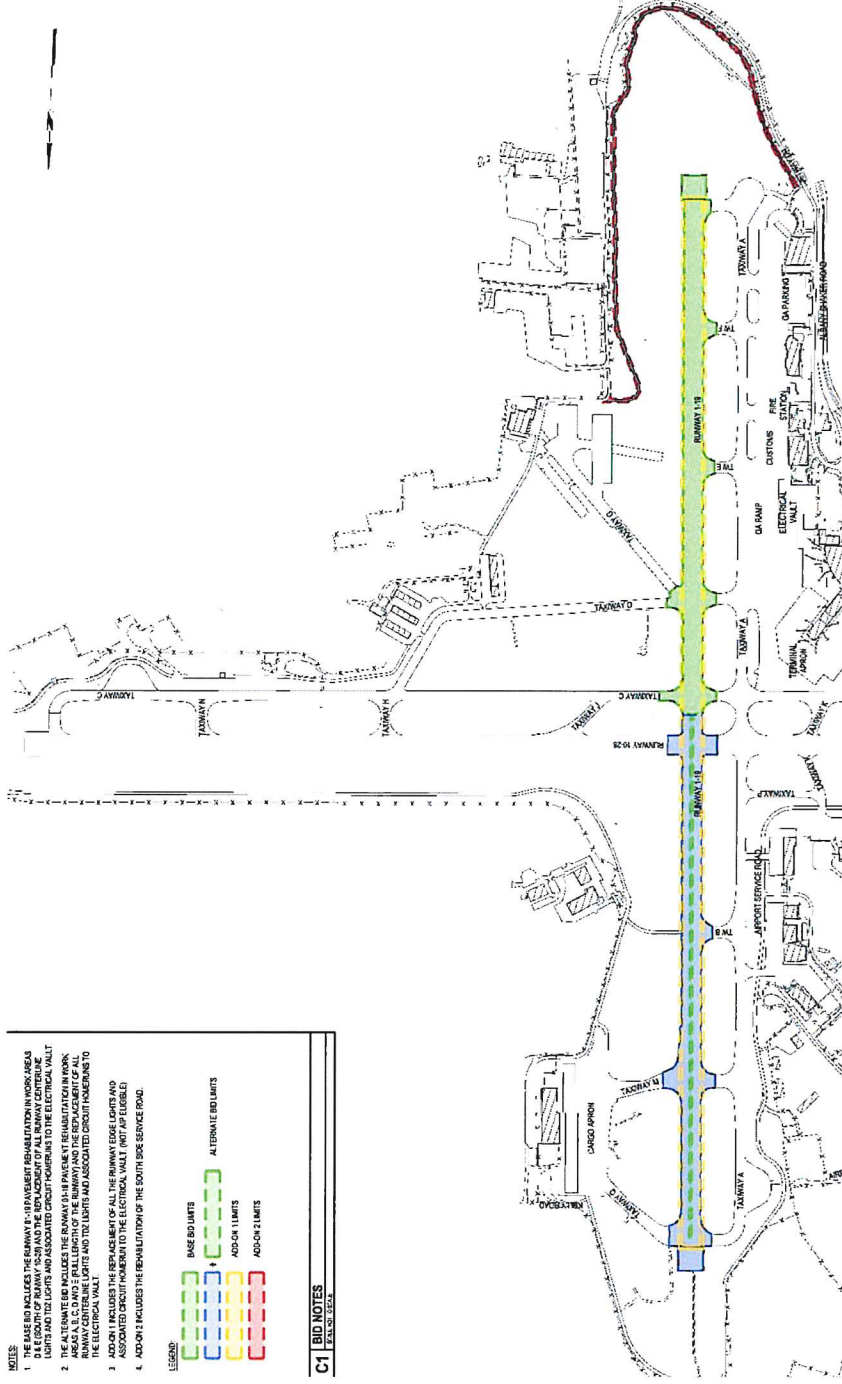
- Cargo Apron Rehabilitation includes concrete pavement reconstruction, asphalt pavement rehabilitation, storm sewer pipe lining, and catch basin repair for the aircraft cargo apron. Project includes storm drainage work, concrete and asphalt removal, excavation, concrete placement, pipelining, milling, paving, and pavement marking application.
- Two projects to reimburse the local matching share of AIP and NYS Grant funded rehabilitations of:
 - Runway 10/28
 - Runway 01/19 and South Side Perimeter Road

JUSTIFICATIONS

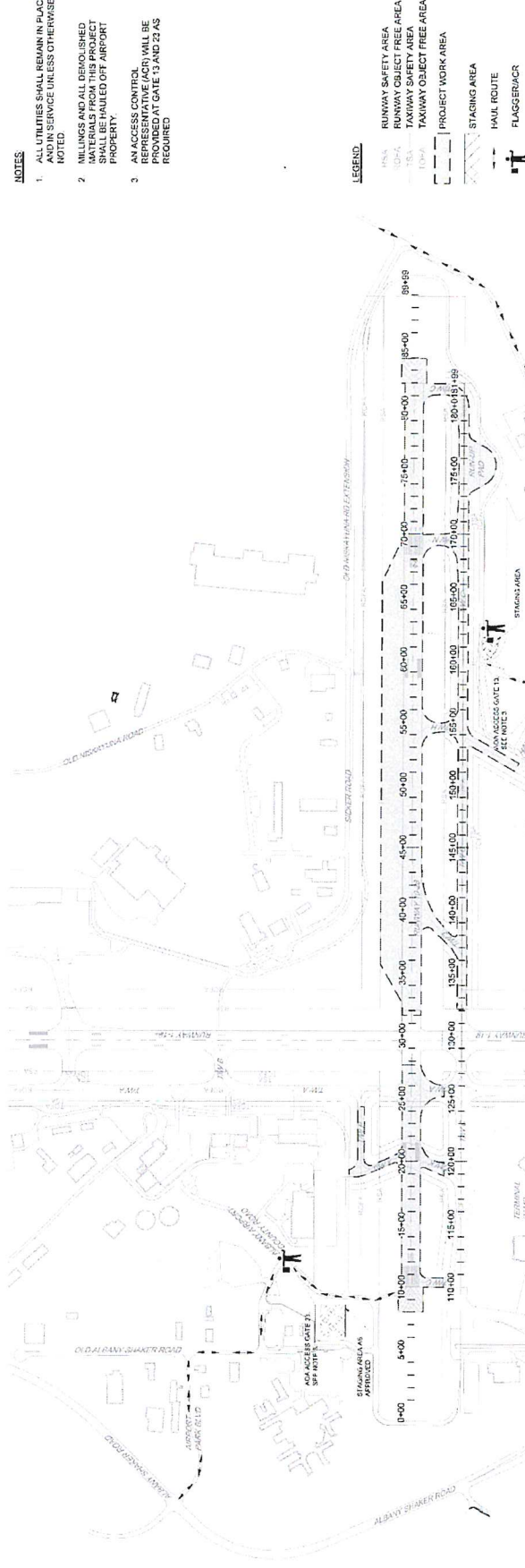
- The pavement condition indexes of this pavement were fair or poor. Airfield pavement needs to be periodically rehabilitated under Part 139 requirements.



Airfield Pavement Rehabilitation Projects



Airfield Pavement Rehabilitation Projects



Airport Sustainability Management Plan

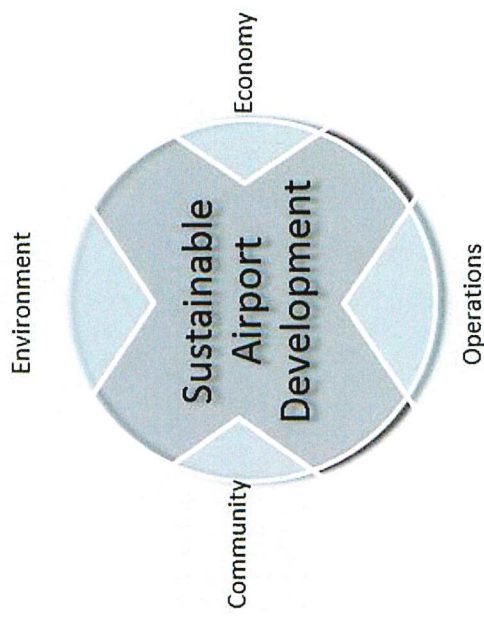


DESCRIPTION

- An Airport Sustainability Management Plan will be prepared in accordance with FAA guidance to integrate sustainability into planning, design, construction, operations, maintenance and business practices. Sustainability planning covers a broad spectrum of airport interests by taking a holistic approach to managing an airport to ensure economic viability, operational efficiency, natural resource conservation, and social responsibility of the airport.

JUSTIFICATION

- The goal of the plan is to optimize airport operations while reducing environmental impacts, realizing economic benefits, and improving community relations.



Runway 28 RPZ Property Acquisition

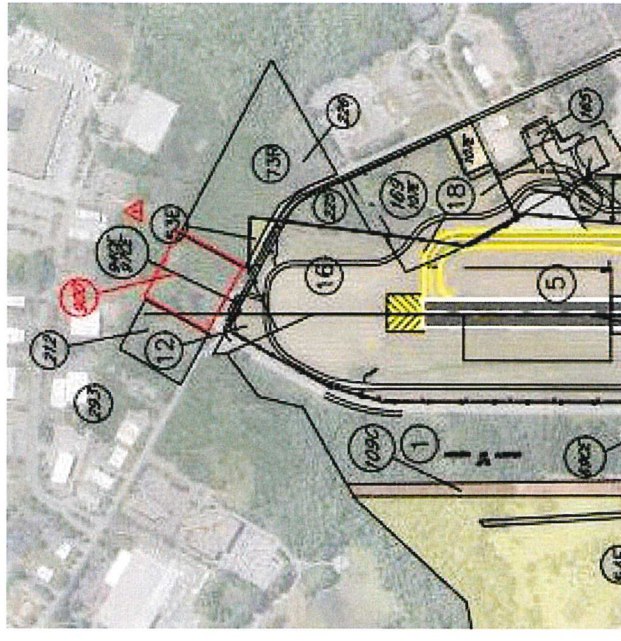


DESCRIPTION

- Acquisition of a vacant 3.6 acre parcel in the runway protection zone (RPZ) east of Runway 28

JUSTIFICATION

- Owning land in the RPZ ensures proper maintenance and compatible uses



PFC Application Development



DESCRIPTION

- Consulting services related to these amendments and PFC application
 - PFC application timeline
 - Proposed projects and detailed eligibility assessments
 - Air carrier notification letter
 - Air carrier and public consultation materials
 - Drafts and a final application
 - Notice to air carriers of PFC approvals

JUSTIFICATION

- Projects in this PFC application meet the requirements and objectives of approved PFC projects and funding the cost of preparation of the PFC application with PFC revenues helps reduce operating costs and increases SNA's overall funding capacity

Attachment C-4
PUBLIC CONSULTATION

Pursuant to Section 158.24, the Authority has provided the public with information regarding the PFC Application. As required by the regulations, this information included a description of the projects, the amount of PFC revenue that will be collected, and the uses of PFC revenue to finance the projects.

The public consultation period began on July 25, 2024. The public notice materials were posted on the Airport's internet webpage in the Newsroom section. The document which was made available to the public is found following this Attachment.

[The Authority received no comments from the public.]

Avelo Airlines Takes Off to the Research Triangle with Exclusive Nonstop Service from Albany

Hello, Avelo! Avelo Airlines Announces Exclusive Nonstop Service from Albany to Raleigh / Durham, North Carolina

Jet Blue Adds Second Non-Stop Daily Flight to Fort Lauderdale, FL From Albany International Airport

OPPORTUNITY FOR PUBLIC COMMENT ON PROPOSED PFC APPLICATION AND AMENDMENTS

SCHUMER, GILLIBRAND ANNOUNCE \$10.6 MILLION FOR ALBANY INTERNATIONAL AIRPORT TO MODERNIZE & REHABILITATE FACILITIES THROUGH THE BIPARTISAN INFRASTRUCTURE & JOBS LAW

Surge of Memorial Day Weekend Travelers Expected

other sensitive locations.

Project 5: Airport Sustainability Management Plan

Description: An Airport Sustainability Management Plan will be prepared in accordance with FAA guidance to integrate sustainability into planning, design, construction, operations, maintenance, and business practices.

Justification: The plan helps to optimize airport operations while reducing environmental impacts and realizing economic benefits.

Project 6: Runway 28 Runway Protection Zone Property Acquisition

Description: Acquisition of a vacant 3.6-acre parcel in the RPZ east of Runway 28

Justification: Owning RPZ land ensures proper maintenance and compatible uses

Project 7: PFC Application Development

Description: Consulting services related to these amendments and PFC application

Justification: Projects in this PFC application meet the requirements and objectives of approved PFC projects

Projects 8-10: Airfield Pavement Rehabilitation Projects

Description: Project 8 is rehabilitation of the cargo apron which includes concrete pavement reconstruction, asphalt pavement rehabilitation, storm sewer pipe lining, and catch basin repair for the aircraft cargo apron. Project includes storm drainage work, concrete and asphalt removal, excavation, concrete placement, pipelining, milling, paving, and pavement marking application. The other two projects to reimburse the local matching share of Airport Improvement Program and New York State grant funded rehabilitations of:

- Project 9: Runway 10/28
- Project 10: Runway 01/19 and South Side Perimeter Road

Justification: The pavement condition indexes of this pavement were fair or poor. Airfield pavement needs to be periodically rehabilitated under FAA requirements.

Attachment H
NOTICE OF INTENT PROJECT INFORMATION

Attachment H-1-1
PROJECT COST SUPPORT AND ESTIMATED ELIGIBILITY

PROJECT 1 ESTIMATED FUNDING ELIGIBILITY:
CONCOURSE A MODERNIZATION AND ENHANCEMENTS

		Eligible	Ineligible
Office	118	-	118
Open Office	716	-	716
Office	121	-	121
Holdroom Vestibule	107	107	-
A1 Holdroom	1,622	1,622	-
Lounge Area	2,595	2,595	-
Office G143	143	-	143
Office G142A	173	-	173
Hallway G1	89	-	89
Hallway G2	182	-	182
Hallway G3	78	-	78
Holdroom Vest No. 2	67	67	-
A2 Holdroom	3,117	3,117	-
	9,128	7,508	1,620

		Eligible	Ineligible
Open Stair	229	229	-
Gate Podium A1 & A2	149	149	-
Gate 3	64	64	-
Gate Podum A3	50	50	-
Gate A4	25	25	-
Gate Storage	48	-	48
Gate Podium A4	58	58	-
Gate Podium A5 & A6	119	119	-
Gate A5	64	64	-
Gate A6	23	23	-
Concession	1,182	-	1,182
Part A	12,575	12,575	-
Part B	8,784	8,784	-
Restroom Corridor	371	371	-
Electrical	32	29	3
Companion Restroom	78	78	-
Janitor's Closet	44	-	44
	23,895	22,618	1,277

		Eligible	Ineligible
TOTAL	33,023	30,126	2,897
		91.2%	8.8%

PROJECT 1 COST ESTIMATE BREAKDOWN:
CONCOURSE A MODERNIZATION AND ENHANCEMENTS

Description	Contractor	Cost	Eligibility	Eligible	Ineligible
Construction	AOW Construction	\$ 12,733,787	91.2%	\$ 11,616,671	\$ 1,117,116
Holdroom Seating	Quality Office Environments	224,753	100.0%	224,753	-
Construction Contingency	Not Applicable	2,037,063	0.0%	-	2,037,063
Architectural/Engineering Design Services	Fennick McCredie	1,645,363	91.2%	1,501,018	144,345
Construction Management Services	Turner Construction	3,089,287	91.2%	2,818,269	271,018
Planning Study	Seeler Engineering	11,700	91.2%	10,674	1,026
Inspection	McFarland Johnson	300,000	91.2%	273,681	26,319
Builder's Risk Insurance	Not Applicable	785,083	91.2%	716,209	68,874
		\$ 20,827,036		\$ 17,161,275	\$ 3,665,761

Note: Estimated 91.2% eligibility is based on an estimate of eligible square footage. Construction contingency is considered fully ineligible, and holdroom seating is a high-cost fully eligible item.

AGENDA ITEM NO: 10.4
MEETING DATE: June 10, 2024

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: *Planning and Engineering* **ACAA Approved**
Contact Person: *John LaClair, P.E., Chief Engineer* **Contingent on DBE**
06/10/2024

PURPOSE OF REQUEST:

Construction Contract: *Authorization to Award Construction Contract 1127-GC for Concourse A Rehabilitation to AOW Construction LLC.*

CONTRACT AMOUNT:

Base Amount	\$12,206,800
Add Alternate 3	51,777
Add Alternate 4	444,492
Add Alternate 5	30,718
Total	<u>\$12,733,787</u>

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes J No NA
Funding Account No.: CPN

AWARD CONDITIONS MET:

Apprenticeship Y DBE N/A MWBE N/A
Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal Pending State N/A Airport Pending
Term of Funding: 2024-2026
Grant No.: N/A STATE PIN: N/A

JUSTIFICATION:

Request to award Contract # 1127-GC Concourse A rehabilitation to qualified low bidder AOW Construction LLC. of Albany, NY for \$12,733,787. The contract scope includes addition of two passenger boarding bridges, additional concrete apron pavement, infill of second floor for additional seating area, terrazzo floors, new ceilings and addition of a family restroom. Pending DBE goals.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 10.4
MEETING DATE: June 10, 2024

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES J NA _____

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES J NA _____

BACK-UP MATERIAL:

Please refer to the attached Contract 1127-GC Bid Tabulation.

CONTRACT #1127-GC
Rehabilitation of Concourse A

Company Name	VMJR Companies	VRH Construction	AOW Construction	Murnane Building Contractors
Addendums #1-7	X	X	X	X
Lump Sum Bid	\$13,900,000.00	\$14,236,000.00	\$12,206,800.00	\$15,241,900.00
Add Alternate 01	\$535,000.00	\$470,000.00	\$404,113.00	\$540,800.00
Add Alternate 02	\$40,000.00	\$178,000.00	\$123,833.00	\$944,000.00
Add Alternate 03	\$41,000.00	\$82,400.00	\$51,777.00	\$59,900.00
Add Alternate 04	\$535,000.00	\$730,200.00	\$444,492.00	\$374,900.00
Add Alternate 05	\$30,000.00	\$45,000.00	\$30,718.00	\$62,800.00
Bid Bond	5%	5%	5%	5%
Board of Directors	X	X	X	X
Non-Collusion	X	X	X	X
Qualification Questionnaire	X	X	X	X
Acknowledgment	X	X	X	X

I, Bobbi Matthews, certify that this bid tabulation is a true copy of the prices submitted by each bidder for the construction project shown above.

Albany Airport Authority Purchasing Department

Bobbi Matthews
Bobbi Matthews
Purchasing Agent

Sworn to before me this 30th day of May, 2021

Jennifer A. Munger
Notary Public

JENNIFER A. MUNGER
Notary Public, State of New York
No. 01MU6246332
Qualified in Schenectady County
Commission Expires Aug. 08, 2027

Attachment H-1-2
PROJECT DRAWING

Attachment H-4-1
TSA LETTER OF SUPPORT



**Transportation
Security
Administration**

U.S. Department of Homeland Security
Albany International Airport
737 Albany Shaker Road
Albany, NY 12211

July 11, 2024

Mr. Michael F. Zonsius
Chief Financial Officer
Albany International Airport
737 Albany Shaker Road
Albany, New York 12211

Dear Mr. Zonsius:

Reference is made to your written request on June 28, 2024, to provide a letter of support for the installation of an Intrusion Detection System at the Albany International Airport.

As a result of your request, I have consulted with Subject Matter Experts regarding Intrusion Detection Systems. The installation of such a system would increase the security of the airport by providing intrusion detection capabilities for the entire perimeter of the Albany International Airport. The system will detect perimeter breaches of individuals and vehicles and will integrate with the Genetec Security Center. The system will generate alarms and notifications upon detection of potential perimeter breaches and have the ability to track individuals and vehicles entering the area. Additionally, the system will function in all lighting conditions and weather events.

The installation of an Intrusion Detection System would significantly improve the overall security posture at the Albany International Airport. The Transportation Security Administration appreciates your efforts to implement such a critical security enhancement.

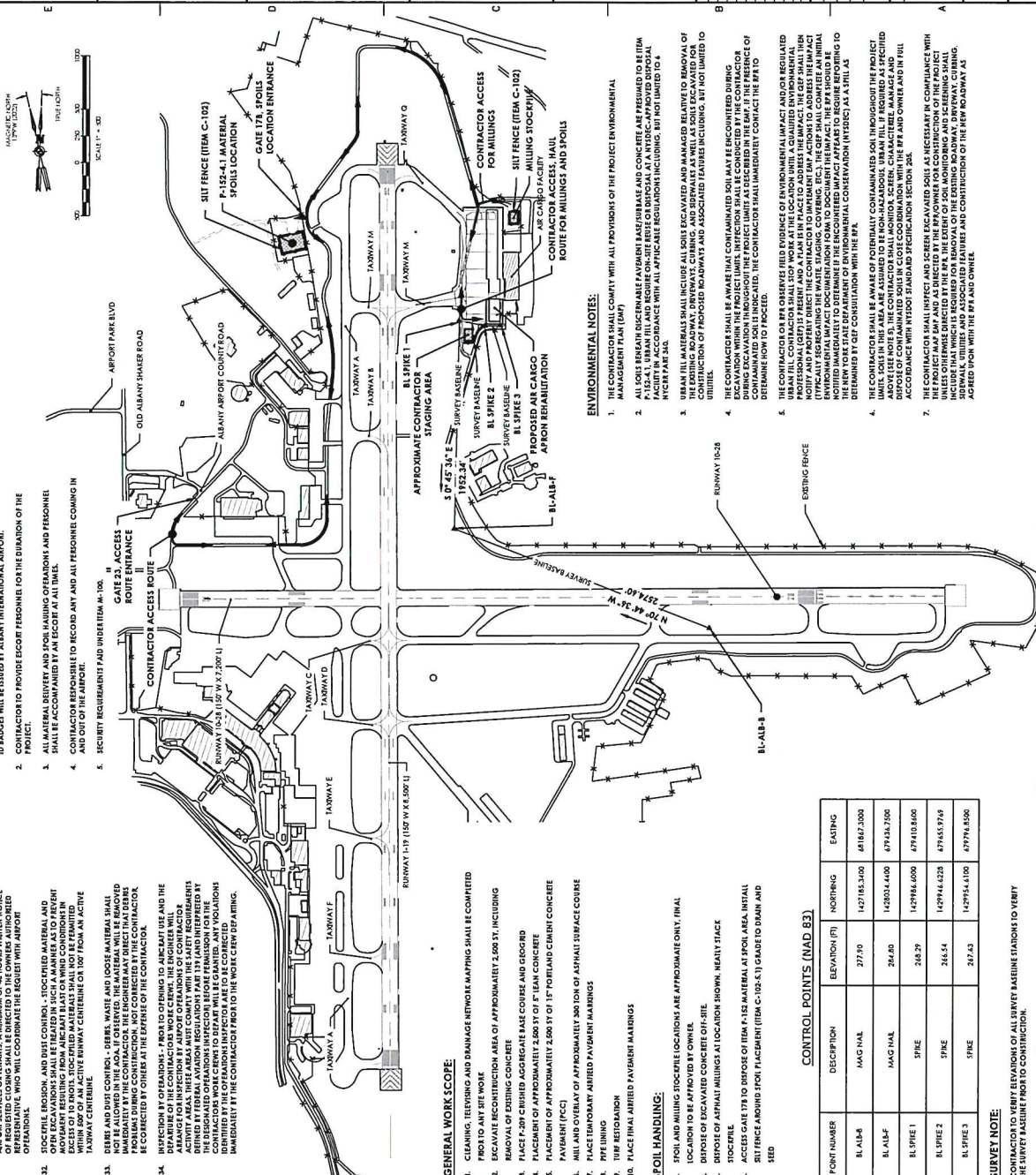
If you require anything further, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Johnson", is positioned above the printed name.

Bart R. Johnson
Federal Security Director

Attachment H-5-1
PROJECT GRAPHIC



POINT NUMBER	DESCRIPTION	ELEVATION (FT)	NORTHING	EASTING
BL ALB 4	MAG TAIL	277.10	1427185.3409	481847.3008
BL ALB 4	MAG TAIL	264.80	1428031.4400	479434.1502
BL SPHE 1	SPHE	264.29	1429786.4000	479410.8402
BL SPHE 2	SPHE	264.54	1429944.4228	479455.5748
BL SPHE 3	SPHE	267.43	1429954.1100	479794.4506

SURVEY NOTE:

CONTRACTOR TO VERIFY ELEVATIONS OF ALL SURVEY BASELINE STATIONS TO VERIFY THE SURVEY BASELINE PRIOR TO CONSTRUCTION.

CONSTRUCTION NOTES:

THE CONTRACTOR'S SPECIAL ATTENTION IS DIRECTED TO AC 150/5370-2 "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION". ADDITIONAL AIRPORT CONSTRUCTION REQUIREMENTS.

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL BUILDING AND OTHER PERMITS NEEDED FOR WORK AT THE SITE, IF REQUIRED.

EXISTING UTILITIES HAVE BEEN SHOWN FROM RECORD DRAWINGS. CONTRACTOR SHALL CALL FOR A UTILITY STAKEOUT PRIOR TO STARTING WORK.

PRIVATELY OWNED UTILITIES DAMAGED BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE UTILITY OWNER AND THE ENGINEER. CONTRACTOR SHALL PAY COSTS OF UTILITY REPAIR.

IN THE EVENT OF DAMAGE TO EXISTING AIRPORT OWNED CABLES AND UTILITIES, THE ENGINEER AND AIRPORT AUTHORITY ARE TO BE NOTIFIED IMMEDIATELY AND THE CONTRACTOR SHALL REPAIR THE DAMAGE, AS DIRECTED BY THE ENGINEER, IMMEDIATELY AND AT THE CONTRACTOR'S EXPENSE. ALL DAMAGED CABLES, WILL BE REPLACED TO THE NEAREST FIXTURES, FIELD SPICES, REQUIRE APPROVAL OF THE ENGINEER.

CONTRACTOR'S ACCESS TO THE AIRPORT SHALL BE LIMITED TO THE ACCESS ROADS SHOWN ON THE GENERAL AND PHASING PLANS. THE CONTRACTOR, UPON COMPLETION OF THIS CONTRACT, SHALL REPAIR ANY DAMAGE TO ACCESS ROADS, HAUL ROUTES, GATES OR FENCES CAUSED BY CONSTRUCTION ACTIVITY.

ALL EXCESS EQUIPMENT, MATERIALS AND CONCRETE SPOIL SHALL BE DISPOSED OF OFF AIRPORT PROPERTY, UNLESS OTHERWISE DIRECTED BY OWNER OR ENGINEER.

3. ANY IRON PINS, CONCRETE MONUMENTS, SURVEY MONUMENTS, OR OTHER ITEMS DEFINING PROPERTY LINES OR BASELINES WHICH ARE DISTURBED BY CONSTRUCTION OPERATIONS SHALL BE PROPERLY TIED AND ACCURATELY RESET UPON COMPLETION OF WORK BY THE CONTRACTOR AT RUNWAY OR TAXIWAY.

NO COST TO THE OWNER.

1. SITE DRAINAGE SHALL BE MAINTAINED THROUGHOUT THE PERIOD OF CONSTRUCTION.
2. IT IS THE CONTRACTORS RESPONSIBILITY TO MAINTAIN THE PROJECT SITE AND ADHERE TO ALL OSHA REQUIREMENTS.

1. THE CONTRACTOR SHALL KEEP EQUIPMENT THAT IS NOT NECESSARY FOR HIS OPERATIONS OUT OF THE AIR OPERATIONS AREA.

2. EQUIPMENT NOT IN USE SHALL BE SHUT OFF.

3. CONTRACTOR SHALL REMAIN CLEAR OF AND PROTECT EXISTING WETLANDS.

4. DISTURBED LAWN AREAS SHALL BE SEEDED WITHIN 21 DAYS OF LAST DISTURBANCE, ITEM 1-100.

5. CONTRACTOR TO INSTALL AND MAINTAIN EROSION CONTROL MEASURES, INCLUDING BUT NOT LIMITED TO SILLFENCING AT STAGING AND STOCKPILE AREAS.

MATERIALS SHALL REMAIN PROPERTY OF THE OWNER. MATERIALS SHALL BE NEATLY ACCEDED AT

THE CONTRACTOR SHALL AT ALL TIMES CONTROL DUST, MUD, AND RUNOFF RESULTING FROM OPERATIONS.

2. ALL OF THE CONTRACTOR'S OPERATIONS SHALL REMAIN ON AIRPORT PROPERTY AT ALL TIMES. UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR BE ALLOWED ON ADJACENT PROPERTY.

3. CONTRACTORS SHALL BE RESPONSIBLE FOR ALL DAMAGE TO EXISTING PAVEMENT, CURBS, SIDEWALKS, LAWN AREAS, TREES AND OTHER EXISTING FEATURES CAUSED BY OPERATION. ALL SUCH DAMAGE SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER.

2. ALL AREAS DISTURBED BY THE CONTRACTORS OPERATION SHALL BE FINE GRADED, TOPSOILED AND SEED, FINE GRADING SHALL BE SHAVED TO ALLOW SURFACE DRAINAGE, INCLUDE COST IN ITEM M-100

1. ACCESS TO THE SITE SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED BY THE OWNER. THE CONTRACTOR SHALL NOT PERMIT ANY UNAUTHORIZED PERSONNEL OR TRAFFIC ON THE SITE. THE OFFICER SHALL REPRESENT THE CONTRACTOR ON THE SECURITY REQUIREMENTS OF THE CONTRACT.

CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL TO AND FROM THE VARIOUS CONSTRUCTION AREAS ON THE SITE AND THE SECURITY OF ALL PERMETER GATES ASSIGNED ACCESS TO THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR THE IMMEDIATE CLEAN-UP OF ANY DEBRIS DEPOSITED ALONG ANY ACCESS ROAD AS A RESULT OF THEIR CONSTRUCTION TRAFFIC. DIRECTIONAL SIGNING AT THE ACCESS GATE AND ALONG THE HAUL ROUTE TO THE STAGING AREA, MILLING STOCKPILE OR WORK SITE SHALL BE AS DIRECTED BY THE OWNER.

5. THE CONTRACTOR IS ADVISED THAT WORK AREAS ARE SUBJECT TO CHANGE AT ANY TIME AT THE DIRECTION OF THE ENGINEER. AIRPORT OPERATIONS, FEDERAL AVIATION ADMINISTRATION OR TRANSPORTATION SECURITY AGENCY IN ORDER TO ACCOMMODATE AIRCRAFT OPERATIONS OR NATIONAL SECURITY MATTERS.

6. CONTRACTOR SHALL MONITOR AND CONTROL ACCESS AT GATES. NO ACCESS WILL BE PERMITTED

5. THIS CONTRACT DOES NOT ALLOW FOR PRICE INCREASES DUE TO ESCALATION IN COST OF UNIT BID ITEMS. THE CONTRACTOR SHALL TAKE THIS INTO CONSIDERATION WHEN PREPARING UNIT PRICES FOR BID.

THE CONTRACTOR SHALL BE AWARE THAT UPS OPERATIONS WILL BE ACTIVE DURING

2. **AIRPORT OPERATIONS - NORMAL AIRPORT OPERATIONS WILL CONTINUE DURING CONSTRUCTION. THE CONTRACTOR WILL ACCOUNT THEIR SUPERVISORS AND EMPLOYEES WITH AIRPORT ACTIVITIES AND OPERATIONS. THE CONTRACTOR WILL CONDUCT THEIR CONSTRUCTION ACTIVITIES TO COORDINATE HIS/HER ACTIVITIES WITH UPS OPERATIONS TO MAINTAIN ACCESS SAFELY AT NO COST TO THE OWNER.**

CONTRACTORS ACCESS TO ACTIVE AREAS OF THE AIRFIELD WILL BE PERMITTED ONLY AFTER PERFORMING PROPER COORDINATION WITH AIRPORT OPERATIONS. IT SHALL BE UNDERSTOOD BY THE CONTRACTOR THAT AIRPORT TRAFFIC ON RUNWAY, TAXIWAYS, AND APONS SHALL HAVE PRIORITY OVER CONTRACTORS TRAFFIC REFER TO AC 150/5320-2 FOR ADDITIONAL

1



Air Cargo Pavement Rehabilitation



**Albany International
Airport**
737 Albany-Shaker Road
Albany, NY 12211

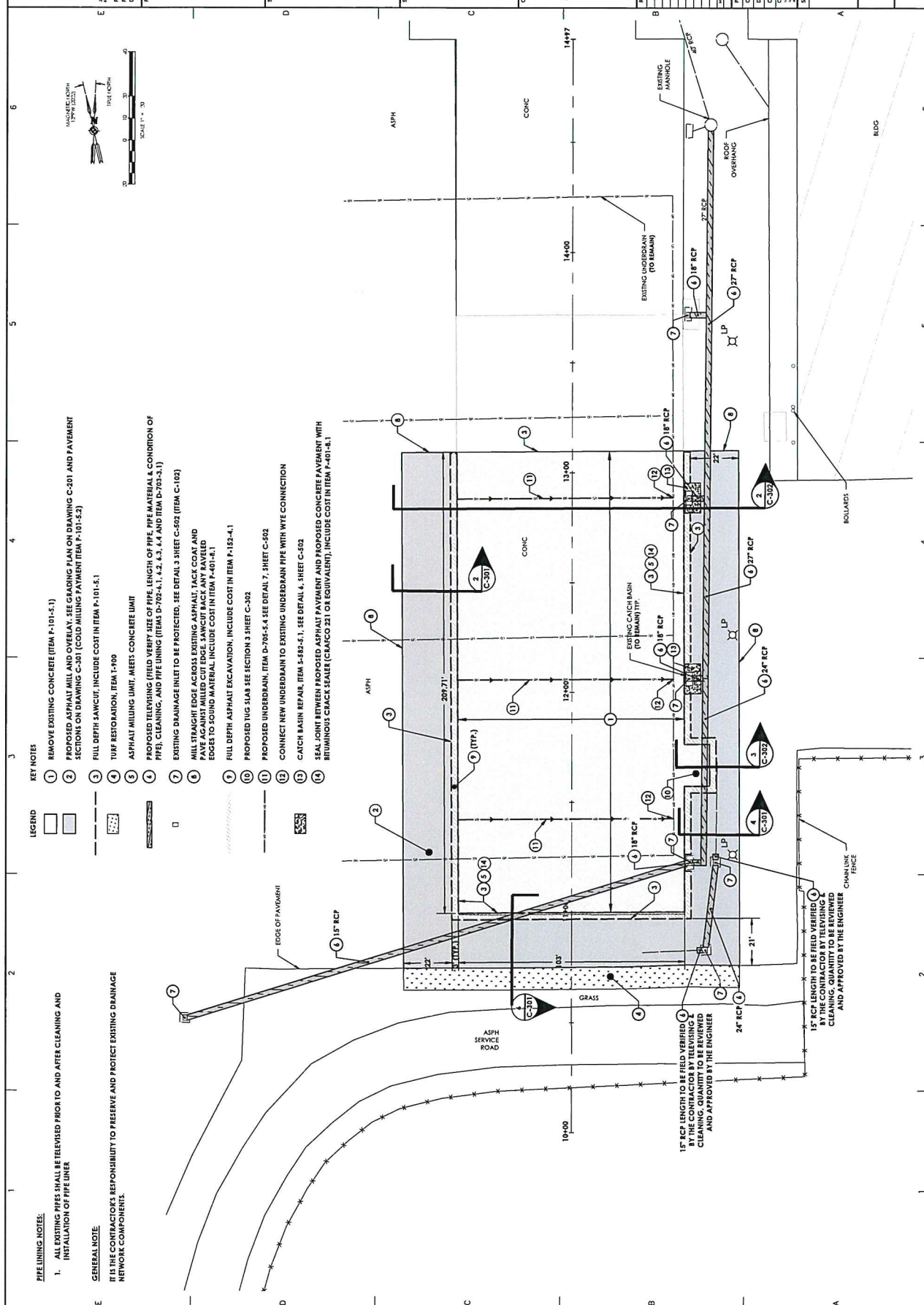
Albany Airport Authority
Albany International Airport
Albany County, New York

EXPIRATION:		DATE		EXPIRATION DATE
				01/10/2021
PROJECT NO: 20120402.0011 DRAWING FILE:				
REMARKS BY:		LDS, ZIM		
CHECKED BY:		MM		
COPYRIGHT: THIS DRAWING IS THE PROPERTY OF THE COMPANY AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE COMPANY.				

Site Plan

5	C-101
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March 2023



Attachment H-6-1
PROJECT GRAPHIC

1. ALL UTILITIES SHALL REMAIN IN PLACE AND IN SERVICE UNLESS OTHERWISE NOTED.
2. MILLINGS AND ALL DEMOLISHED MATERIALS FROM THIS PROJECT SHALL BE HAULED OFF AIRPORT PROPERTY.
3. AN ACCESS CONTROL REPRESENTATIVE (ACR) WILL BE PROVIDED AT GATE 13 AND 23 AS REQUIRED.

—RCA— RUNWAY SAFETY AREA
 —R/OFA— RUNWAY OBJECT FREE AREA
 —TSA— TAXIWAY SAFETY AREA
 —T/OFA— TAXIWAY OBJECT FREE AREA
 — PROJECT WORK AREA

STAGING AREA
HAUL ROUTE
FLAGGER/ACR



GRAPHIC SCALE

600' 400' 200' 0'

KEY PLAN



THE PLAN AND SPECIFICATIONS SHALL NOT BE ALTERED IN ANY MANNER EXCEPT AS PROVIDED UNDER SECTION 7209 SUBMISSION 2 OF THE NEW YORK STATE EDUCATION LAW.

NEW YORK STATE EDUCATION LAW,

PROJECT TITLE:

RUNWAY 10-28 AND TAXIWAY C REHABILITATION PROJECT PHASE 1

SHEET TITLE: GENERAL PROJECT / AVOIIT

SCALE:	DATE:
--------	-------

3 OF 64

MARCH

SCALE: A

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D

REVISION
DATE:

NOT VERIFIED
PLETENESS OF

J. AND THE B...
THE ACCU...
THE INFO...

APPROVE

3.

21

FILE NAME: P:\Report\ALB\PROJECTS\2022-1090\1\GWS\SHEETS\G102_GENERAL PROJECT LAYOUT.dwg USER: KKGrey PLOTTED: Thursday, April 18, 2024 - 12:27pm

CONSTRUCTION STAGING NOTES:

1. ALBANY INTERNATIONAL IS A SCHEDULED AIR CARRIER AIRPORT AND PART OF THE NATIONAL SYSTEM OF AIRPORTS. THE AIRPORT IS ALSO UTILIZED BY BUSINESS AND RECREATIONAL AIRCRAFT. DISRUPTIONS TO THE AIRPORT'S OPERATIONS BY THE CONTRACTOR SHALL BE MINIMAL. ALL RULES AND REGULATIONS PERTAINING TO SECURITY AND SAFETY MUST BE ADHERED TO BY THE CONTRACTOR AT ALL TIMES. (SEE CONTRACT SPECIFICATIONS FOR DETAILS.)
2. CONTRACTOR MUST HAVE A DETAILED SAFETY PLAN ON SITE AND GIVE THE ALB CHIEF ENGINEER, OPERATIONS, ALB SECURITY, AND RPR SEVEN (7) FULL WORKING DAYS NOTICE PRIOR TO ANY WORK INSIDE SECURE AREAS AND SAFETY AREAS TO BE PERFORMED.

Albany International Airport
Runway 10-28 & Taxiway C Rehabilitation
Contract 21-11-00-GC
Callanan Industries, Inc. - As-built

JKL
A Division of J. & K. L. Co., Inc. 1000 W. 10th St., Suite 200
100 ARRIVAL AVENUE, SUITE 200
LONG ISLAND MACARTHUR, ALBANY, NY 12205
PHONE: 410-655-5600

Engineering & Design

Collins

ALBANY OFFICE
18 Corporate Drive East
Suite 303
Albany, NY 12205

DESIGNED:	M.J.B.
DRAWN:	G.S/D.B.B
CHECKED:	M.S.K
APPROVED:	C.A.J.

PRE-SUBMITTAL NOTE: THESE RECORD DRAWINGS DATED 11/11/2014 WERE PREPARED BY THE ENGINEER AND THE ENGINEER HAS NOT VERIFIED THE ACCURACY OR COMPLETENESS OF THE INFORMATION SUPPLIED BY OTHER SOURCES. THE RECORD DRAWINGS MAY BE USED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION. THE RECORD DRAWINGS MAY BE USED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION. THE RECORD DRAWINGS MAY BE USED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION.

RECORD SET APRIL 19 2024

RECORD SET APRIL 19, 2024

DESCRIPTION:

ION	REVISION	DATE
-----	----------	------

It has not verified the completeness of

C.A.J.

APPENDIX

04592252
.4592264

Attachment H-7-1
PROJECT COST SUPPORT

PROJECT 7 COST BREAKDOWN:

RUNWAY 01/19 REHABILITATION AND SOUTH PERIMETER ROAD CONSTRUCTION

Project Component	Total Costs	Estimated Eligibility	Estimated Eligible Costs
Construction Costs			
Full Runway Rehab	\$ 8,809,790	100%	\$ 8,809,790
Perimeter Road Construction	386,135	100%	386,135
Runway 1/19 Edge Lighting	296,575	0%	-
Total Construction Costs	\$ 9,492,500	97%	\$ 9,195,925
Construction Admin & Inspection			
As-Built ADIP Upload (Woolpert)	\$ 20,745		
Field Survey AGIS (Aubertine & Currier)	23,450		
Project Management/General Supervision	31,218		
Site Visits/Meetings	58,488		
Construction Admin	52,860		
Construction Observation	419,208		
Direct Expenses	53,776		
Construction Testing	74,255		
Total Construction Admin & Inspection	\$ 734,000	97%	\$ 711,068
Design Reimbursement	\$ 313,250	97%	\$ 303,463
TOTAL PROJECT COST	\$ 10,539,750		\$ 10,210,456

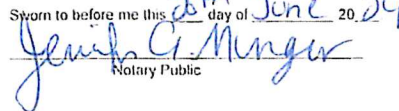
CONTRACT #1162-GC
Runway 01-19 Rehabilitation and Lighting Upgrades

Company Name	Callanan Industries, Inc.	Rifenburg Construction, Inc.
Addendums #1-4	X	X
Total Unit Price Bid	\$5,210,355.00	\$6,228,115.00
Alternate Bid	\$8,809,790.00	\$10,606,115.00
Add-On 1	\$296,575.00	\$390,000.00
Add-On 2	\$386,135.00	\$709,000.00
Bid Bond	5%	5%
Board of Directors	X	X
Non-Collusion	X	X
Qualification Questionnaire	X	X
Acknowledgment	X	X

I, Katie Kane, certify that this bid tabulation is a true copy of the prices submitted by each bidder for the construction project shown above.

Albany Airport Authority Purchasing Department


Katie Kane
Deputy Purchasing Agent

Sworn to before me this 20th day of June, 2024

Notary Public

JENNIFER A. MUNGER
Notary Public, State of New York
No. 01MU6246332
Qualified in Schenectady County
Commission Expires Aug. 08, 2027



Attachment H-7-2
PROJECT DIAGRAM

C&S COMPANIES

C&S Engineers, Inc.
41 State Street, Suite 600
Albany, New York 12207
Phone: 518.255.1000
www.candse.com

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

ALBANY
INTERNATIONAL AIRPORT

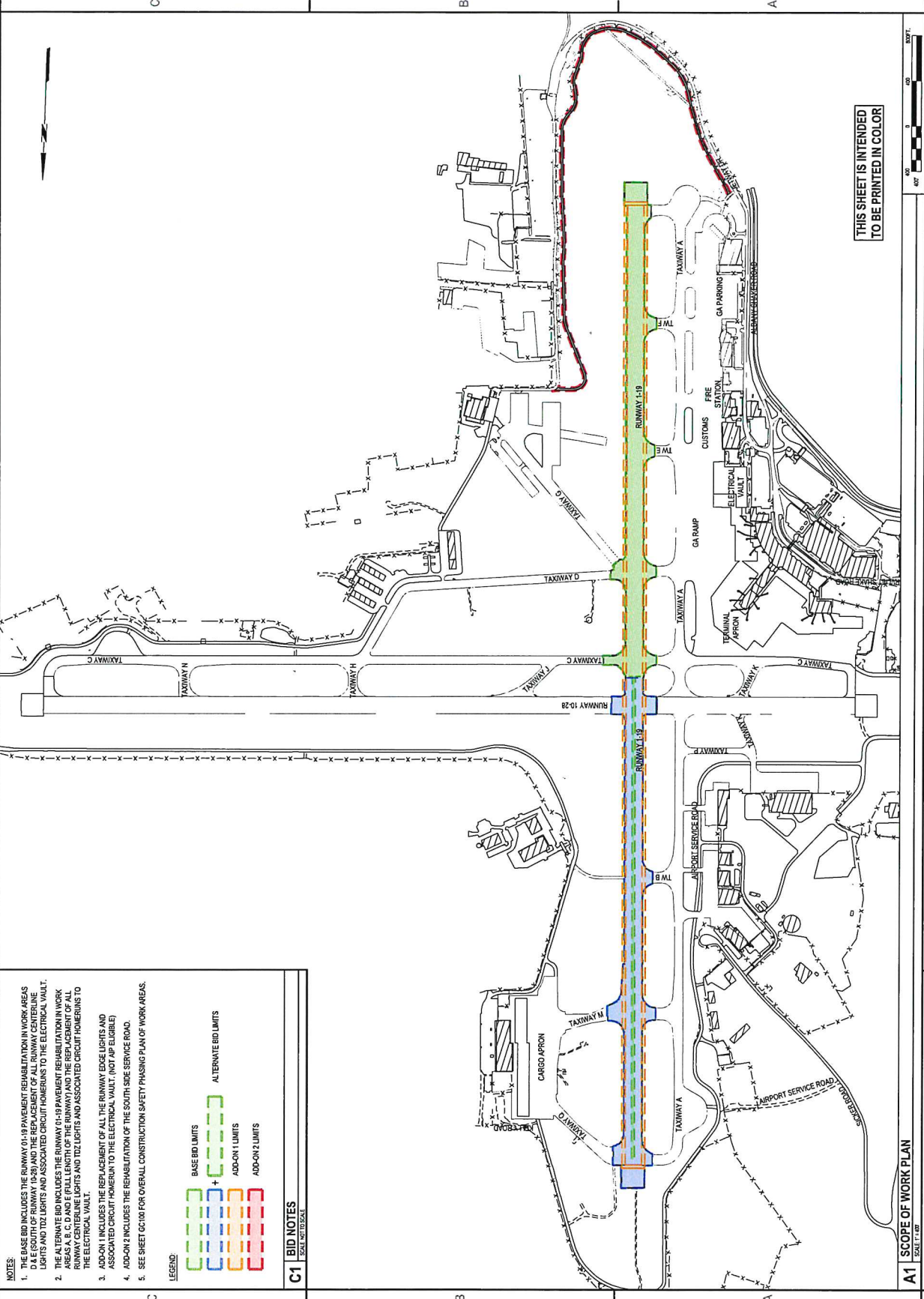
**RUNWAY 01-19 REHABILITATION
AND LIGHTING UPGRADES**

**ALBANY INTERNATIONAL AIRPORT
COLONIE, NEW YORK**

MARK	DATE	DESCRIPTION
PROJECT NO.	0221401	REVISIONS
DATE	FEBRUARY 2024	
DRAWN BY:	N.D. BERNARDEZ	
DESIGNED BY:	J.L. KOLLER	
CHECKED BY:	C.D. BRADY	
NO ALTERATION PERMITTED WITHOUT WRITTEN PERMISSION OF THE ENGINEER		
700 SUBDIVISION OF THE NEW YORK EDUCATION LAW		

**SCOPE OF WORK
PLAN**

GI101



NOTES:

- THE BASE BID INCLUDES THE RUNWAY 01-19 PAVEMENT REHABILITATION IN WORK AREAS A, B, C, D, E, F, G, H, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z AND THE REPAIRS TO ALL EXISTING LIGHTS AND TIZ LIGHTS AND ASSOCIATED CIRCUIT HOMERUNS TO THE ELECTRICAL VAULT.
- THE ALTERNATE BID INCLUDES THE RUNWAY 01-19 PAVEMENT REHABILITATION IN WORK AREAS A, B, C, D AND E (FULL LENGTH OF THE RUNWAY) AND THE REPLACEMENT OF ALL RUNWAY CENTERLINE LIGHTS AND TIZ LIGHTS AND ASSOCIATED CIRCUIT HOMERUNS TO THE ELECTRICAL VAULT.
- ADD-ON 1 INCLUDES THE REPLACEMENT OF ALL THE RUNWAY EDGE LIGHTS AND ASSOCIATED CIRCUIT HOMERUN TO THE ELECTRICAL VAULT (NOT APPLICABLE).
- ADD-ON 2 INCLUDES THE REHABILITATION OF THE SOUTH SIDE SERVICE ROAD.
- SEE SHEET GC-100 FOR OVERALL CONSTRUCTION SAFETY PHASING PLAN OF WORK AREAS.

LEGEND:

	BASE BID LIMITS		ALTERNATE BID LIMITS
	ADD-ON 1 LIMITS		ADD-ON 2 LIMITS

C1 BID NOTES

SCALE: 1" = 200'

Attachment H-7-3
LETTERS OF SUPPORT



United States
Department of
Agriculture

Animal and
Plant Health
Inspection
Service

Wildlife Services

572 Third Ave Ext.
Suite 2
Rensselaer, NY
12144

September 18, 2023

Subject: USDA's support for FY24 south perimeter road project at Albany International Airport (ALB)

To whom it concerns,

USDA Wildlife Services (WS) would like to express support for the proposed perimeter road project at the southern end of the airfield. WS has been a long withstanding cooperator with ALB that was primarily contracted to provide a yearlong comprehensive Wildlife Hazard Assessment (2008), to participate in annual reviews of the Wildlife Hazard Management Plan, and to conduct continued monitoring and hazardous wildlife management on and off the airfield.

After years of continued monitoring and examination of the habitat in the proposed project location, WS determined this area to be a significant wildlife attractant to several hazardous bird and mammal species given the amount of food, water, and cover present. Canada geese are a primary species observed in this location, and rank fourth on the list of hazardous wildlife species (Advisory Circular 150/5200 32B). Additionally, several carcasses were recovered in this area after geese were struck by an aircraft during 2019, causing substantial damage.

The Code of Federal Regulations under Part 139.337-Wildlife hazard management; states that"*...each certificate holder must take immediate action to alleviate wildlife hazards whenever they are detected.*" Construction of a perimeter road at this location would enhance wildlife management efforts for the following reasons:

- Ease of accessibility
- Improved detectability
- Prompt mitigation
- Increase effectiveness to monitor wildlife ingress points along security fence
- Capability of conducting surveillance to determine wildlife trends

Thank you for the opportunity to express support for this project. We are confident that if this project proceeds, it will improve aviation safety at Albany International Airport.

Shaun Story

Wildlife Specialist
USDA APHIS Wildlife Services
(518) 419-1463
shaun.j.story@usda.gov

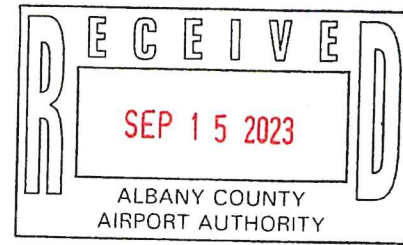


Safeguarding American Agriculture
APHIS is an agency of USDA's Marketing and Regulatory Programs
An Equal Opportunity Provider and Employer



Transportation
Security
Administration

U.S. Department of Homeland Security
Albany International Airport
737 Albany Shaker Road
Albany, NY 12211



September 11, 2023

Mr. Connor Haskin
Chief Airport Planner
Albany International Airport
737 Albany Shaker Road
Albany, New York 12211

Dear Mr. Haskin:

Reference is made to your written request on September 6, 2023, to provide the Albany International Airport (ALB) comments for the proposed plan of expanding the service road on the south end of the Air Operations Area (AOA) to complete the circuit road.

As a result of your request I have consulted with the staff of the Transportation Security Administration ALB offices and we believe that your proposed plan would enhance security and emergency response.

If you require anything further, please do not hesitate to contact me.

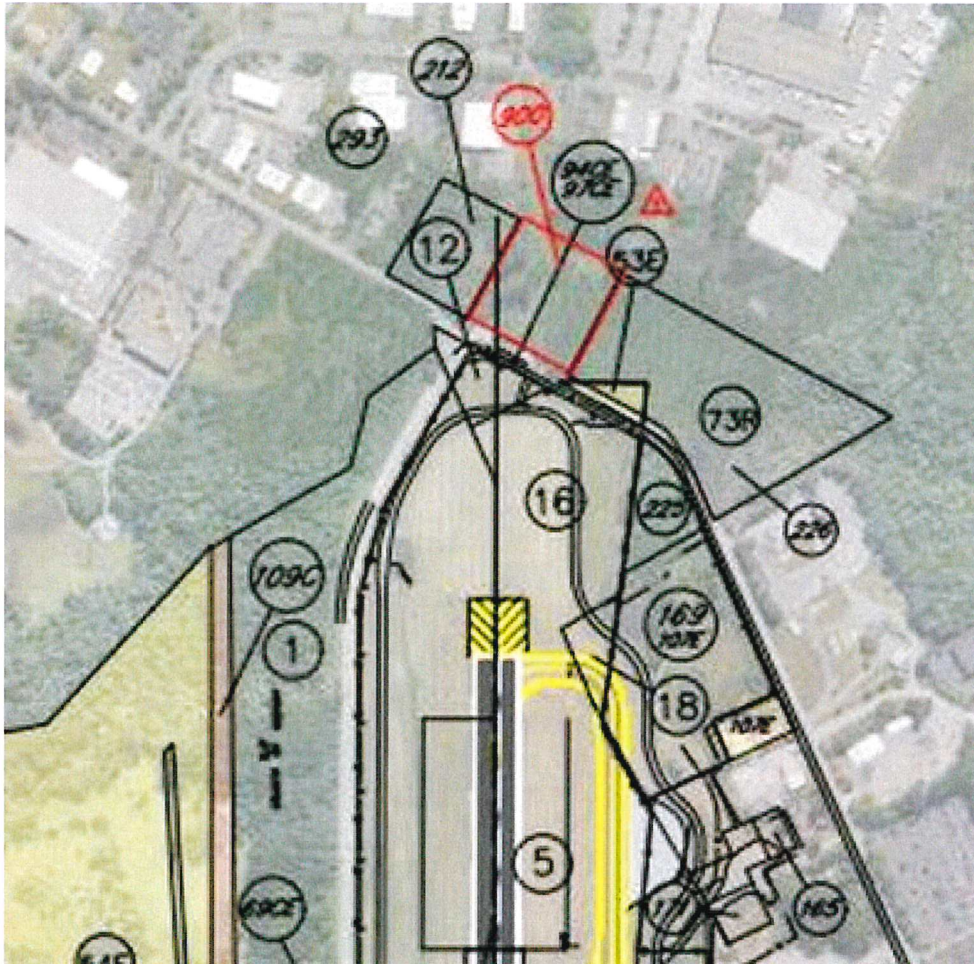
Sincerely,

A handwritten signature in blue ink is located below the word "Sincerely,". The signature appears to read "B. Johnson" with a stylized flourish at the end.

Bart R. Johnson
Federal Security Director

Attachment H-9-1
PROJECT DIAGRAM

Runway 28 RPZ Property Acquisition



AGENDA ITEM NO. 11

Authorization of Change Orders

DEFERRED

AGENDA ITEM NO. 11. 1

**Change Order No. 1 for Terminal Expansion –
Elevator & Escalators Contract No. 1082-ESC**

DEFERRED

AGENDA ITEM NO. 11. 2

**Change Order No. 9 for Terminal Expansion –
Site Work
Contract No. 1082-GC**

AGENDA ITEM NO. 11.3

**Construction Contract: Authorization to Award
Amendment #1 for Construction Contract 1152-GC
for Sate Police Hangar Roof to Titan Roofing, Inc.**

AGENDA ITEM NO: 11.3

MEETING DATE: September 16, 2024

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
09/16/2024

DEPARTMENT: *Planning and Engineering*

Contact Person: *John LaClair, P.E., Chief Engineer*

PURPOSE OF REQUEST:

Construction Contract: *Authorization to Award Amendment #1 for Construction Contract 1152-GC State Police Hangar Roof to Titan Roofing, Inc.*

CONTRACT AMOUNT:

Base Amount: \$697,500.00
Amendment #1: \$288,270.18*
Total: \$985,770.18

**Pending approval at this meeting.*

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes ✓ No NA
Funding Account No.: CPN 2001

AWARD CONDITIONS MET:

Apprenticeship ✓ DBE ✓ MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal N/A State N/A Airport 100%
Term of Funding: 2023-2024
Grant No.: N/A STATE PIN: N/A

JUSTIFICATION:

Request to award Amendment #1 to Contract No. 1152-GC for the State Police Hangar Roof to Titan Roofing, Inc. of Springfield, MA for \$288,270.18. The contract scope includes removal of the existing roofing materials including insulation. Replacement of the insulation and roofing materials for the hangar roof. Upon award of the contract the New York State Police indicated that the lower roof areas, which includes the area above the Governor's conference room were compromised. Immediate action was requested and since the contractor was already mobilized and agreed to remove and replace the subject roof as well.

AGENDA ITEM NO: 11.3
MEETING DATE: September 16, 2024

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES J NA _____

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES J NA _____

BACK-UP MATERIAL:

Please refer to the attached Contract 1152-GC, Change Order No. 1 backup.

CERTIFIED MAIL RETURN RECEIPT REQUESTED 7022 2410 0003 1595 6656

August 14, 2024

REQUEST FOR CHANGE ORDERS

Albany County Airport Authority
Chief Executive Office
Albany International Airport
737 Albany Shaker Road
Main Terminal, 3rd Floor
Albany, NY 12211

Re: Sub-Trade:

TRI Project # 230047
Roofing and Flashing

2024 Project:

Contract 1152
Albany Airport NYS Police Hanger
Albany, NY

To whom it may concern,

Titan Roofing, Inc. is the roofing and flashing contractor to Albany Airport Authority on the above referenced project. More than 1 year has passed since Titan Roofing Inc. issued you the change order requests for the above referenced project and Titan Roofing Inc. remains without executed change orders under its contract. The following sworn statement will constitute a request for change orders to be issued for this project:

Letter dated 8/10/23 Replace wet Insulation: \$233,048.21 (See attached)
Letter dated 8/11/23 Replace wet Insulation: \$ 55,221.97 (See attached)

Total Change Orders Currently Due Titan Roofing, Inc.: \$288,270.18

Please issue Titan Roofing change orders for \$288,270.18 in change order work that has been completed.

Thank You,

Kevin C. Agostino
Controller
Titan Roofing, Inc.
200 Tapley St., Springfield, MA 01104-2827
Tel: 413-536-1624 Fax: 413-533-2560
Direct Line: 413-328-2630



**VETERAN
OWNED**

CHANGE ORDER REQUEST

TITAN ROOFING, INC.
200 TAPLEY STREET
SPRINGFIELD, MA 01104-2827
P413-536-1624 F413-533-2560

02321

BILL

TO: ALBANY COUNTY AIRPORT AUTHORITY
ADMINISTRATION BLDG-SUITE 200
737 ALBANY SHAKER ROAD
ALBANY NY 12211-1057

WORK L080823 REPLACE WET INSULATION
DONE ALBANY AIRPORT- NYS POLICE
AT: HANGAR- ALBANY, NY
TE- ST-119 BID#23-0289

JOB NO.	CUST ORDER#	TERMS	REQUEST NUMBER	DATE
230047-401		NET 7	401	8/11/23

DATE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
------	-------------	----------	------------	--------

WET INSULATION REPLACEMENT AT LOWER ROOF

LABOR		12,712.50
MATERIAL		34,361.60
EQUIPMENT		945.00
15% OH&P		7,202.87
C/O REQUEST TOTAL		\$55,221.97

CHANGE ORDER REQUEST-ADDRESS
WITHIN 30 DAYS-IF NO C.O. IS
ISSUED IN 30 DAYS IT WILL BE
BILLED ON AIA WHEN COMPLETE

TITAN ROOFING, INC.



200 Tapley Street, Springfield, MA 01104
(413) 536-1624 Tel
(413) 533-2560 Fax
(413) 533-1186 Estimating Fax

MINORITY BUSINESS ENTERPRISE
Commonwealth of Massachusetts
State of New York
Affirmative Action/Equal Opportunity Employer

August 8, 2023

Albany County Airport Authority
Attn: John LaClair
737 Albany Shaker Road
Albany NY 12211

RE: NYS Police Hangar Building – Wet Insulation Replacement at Lower Roof

Dear Mr. LaClair,

We've completed the wet insulation and built-up roof patching at the lower roof and should have this roof completed in its entirety by the end of next week.

I've attached a spreadsheet showing the hours and material breakdown for your review and comment.

This is all additional work and our total cost to perform this work is: \$55,222

This concludes our wet insulation replacement for this project.

Please call or email me if you have any questions.

Very Truly Yours,

TITAN ROOFING INC.

Anthony Pazmino

Anthony Pazmino

32 Railroad Ave Albany, NY 12205 (518) 235-1707 Tel (518) 235-1753 Fa	13 Jeanne Dr. Unit 5 Newburgh, NY 12550 (845)-219-1504 Tel (845)-391-0223 Fax	6720 Commerce Blvd. Syracuse, NY 13211 (315) 381-3089 Tel (315) 381-3327 Fax	20 Trade Road, Ste 24 Plattsburgh, NY 12901 (518) 514-3607 Tel (518) 561-1841 Fax	115 Old Colony Ave Quincy, MA 0217 (617) 773-7660 Tel (617) 773-7727 Fax	28 Town Forest Rd. Webster, MA 01570 (508) 755-0487 Tel (508) 756-8609 Fax	19 Ransier Dr. Ste C W Seneca, NY 14424 (518) 376-2651 Tel (518) 235-1753 Fax
--	--	---	--	---	---	--

ACTIVITY DESCRIPTION		HOURS	TRADE	RATE	TOTAL
Hours for week ending 8/5/2023		169.5	Roofing Journeyman	\$75.00	\$12,712.50
LABOR SUB-TOTAL					\$12,712.50
MATERIAL DESCRIPTION		QUANTITY	UNIT	UNIT COST	TOTAL
1/2" Dens Deck Prime		98	4' x 8' Sheet	\$31.05	\$3,042.90
2" Iso		343	4' x 4' Sheet	\$17.95	\$6,156.85
Viridian Multiply Glass CL Ply Sheet		22	150 SF Roll	\$140.17	\$3,083.74
Viridian Multiply Adhesive SF		40	5 Gallon Can	\$380.02	\$15,200.80
Karnak 19 Roof Cement		8	5 Gallon Can	\$71.99	\$575.92
6" Fabric		1	Roll	\$21.39	\$21.39
30 Yard Dumpster up to 4 tons		6	EA	\$800.00	\$4,800.00
"G" Tapered Insulation Panels		80	4' x 4' Sheet	\$16.00	\$1,280.00
1" Insulation		20	4' x 4' Sheet	\$10.00	\$200.00
MATERIAL SUB-TOTAL					\$34,361.60
EQUIPMENT DESCRIPTION		QUANTITY	UNIT	UNIT COST	TOTAL
Rough Terrain Forklift Rental		3	Day	\$125.00	\$375.00
Fuel		3	Day	\$75.00	\$225.00
Scissors Lift - 50'		3	Day	\$65.00	\$195.00
Scissors Lift - 40'		3	Day	\$50.00	\$150.00
EQUIPMENT SUB-TOTAL					\$945.00
SUB-TOTAL					\$48,019.10
15% OH & P					\$7,202.87
TOTAL					\$55,221.97

Tony Pazmino

From: smoran roofinginnovationsllc.com <smoran@roofinginnovationsllc.com>
Sent: Tuesday, July 11, 2023 4:40 AM
To: Tony Pazmino
Subject: Re: Viridian Material Pricing
Attachments: Multi-Ply_Adhesive_SF-TDS.pdf; Multi-Ply_Glass_CL-TDS.pdf

Tony-

Morning.

As requested;

- Multi-Ply Adhesive SF = \$380.02/5 Gallon Pail
- Multi-Ply Glass CL (trilaminate ply sheet) = \$140.17/1.5 square roll

As a comment, you can also use Performance Ply, which is also a continuous lay sheet - cost = \$160.87/2 square roll.

See attached.

Whatever you're working on, let's get it/place the order!

Thanks Tony.

Sean Moran

Roofing Innovations, LLC

ROOFING RESTORATION WATERPROOFING

PO Box 51

Glenmont, NY 12077

518.281.3002

www.roofinginnovationsllc.com

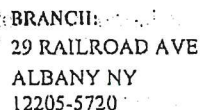
Building You a Better Roof.

 ROOFINGinnovations.

From: Tony Pazmino <tpazmino@titanroofing.com>
Sent: Monday, July 10, 2023 11:19 AM
To: smoran roofinginnovationsllc.com <smoran@roofinginnovationsllc.com>
Subject: FW: Viridian Material Pricing

Let me know if you receive this email or not.

Thanks



(518)489-5200

***This Quotation is subject to the Terms and Conditions set forth on the reverse side. This Quotation is NOT VALID for purchases made beyond thirty (30) days of issuance unless signed by an officer or branch manager of ABC Supply, in addition to the signature of an ABC Supply salesman or other ABC Supply representative.**

CUSTOMER:
TITAN RFG-ALBANY
200 TAPLEY ST
SPRINGFIELD MA
01104-2827

SHIP TO:
TITAN RFG-ALBANY
PURCHASES FROM ALBANY, NY
NYS POLICE HANGER BLDG
ALBANY

NY 12205

[illegible]

www.abcsupply.com www.abccatalog.com

TITAN ROOFING, INC.



200 Tapley Street, Springfield, MA 01104
(413) 536-1624 Tel
(413) 533-2560 Fax
(413) 533-1186 Estimating Fax

MINORITY BUSINESS ENTERPRISE
Commonwealth of Massachusetts
State of New York
Affirmative Action/Equal Opportunity Employer

State Police Hanger Wet Insulation Removal & Replacement Log

- AREA D – Completed thru 8/4/23 – 33 sq removals
 - 98 - pces 1/2" Dens Deck 4x8
 - 343- pces 2" Iso 4x4
 - 80 – G Tapered Panels
 - 20 – 1" Flat Panels
 - 32 - rolls 1sq/r Modified Cap Sheet
 - 40- 5gal Pails Cold process Adhesive
 - 8- 5gal pails Karnak 19
 - 200' – 6" Fabric
 - 6 – 30yd dumpsters
 - 3 Day Lull
 - 169.5 Man Hours of Labor for Removal & Put back of Infill

ALL REMOVALS OF WET INSULATION ARE COMPLETE

32 Railroad Ave
Albany, NY 12205
(518) 235-1707 Tel
(518) 235-1753 Fax

474 E. Brighton Ave.
Syracuse, NY 13210
(315) 381-3089 Tel
(315) 381-3327 Fax

20 Trade Road, Ste 24
Plattsburgh, NY 12901
(518) 514-3607 Tel
(518) 561-1841 Fax

115 Old Colony Ave
Quincy, MA 02170
(617) 773-7660 Tel
(617) 773-7727 Fax

165 Harding Street
Worcester, MA 01604
(508) 755-0487 Tel
(508) 756-8609 Fax

110 Whitney Ave
New Haven, CT 06510
(203) 776-7663 Tel
(203) 776-7667 Fax

CHANGE ORDER REQUEST

TITAN ROOFING, INC.
 200 TAPLEY STREET
 SPRINGFIELD, MA 01104-2827
 P413-536-1624 F413-533-2560

02321

BILL

TO: ALBANY COUNTY AIRPORT AUTHORITY
 ADMINISTRATION BLDG-SUITE 200
 737 ALBANY SHAKER ROAD
 ALBANY NY 12211-1057

WORK L072423 REPLACE WET INSULATION
 DONE ALBANY AIRPORT- NYS POLICE
 AT: HANGAR- ALBANY, NY
 TE- ST-119 BID#23-0289

JOB NO.	CUST ORDER#	TERMS	REQUEST NUMBER	DATE
230047-400		NET 7	400	8/10/23

DATE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
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WET INSULATION REPLACEMENT AT UPPER ROOF

MATERIAL	110,539.37
LABOR	86,362.50
EQUIPMENT	5,748.75
15% OH&P	30,397.59
C/O REQUEST TOTAL	\$233,048.21

CHANGE ORDER REQUEST-ADDRESS
 WITHIN 30 DAYS-IF NO C.O. IS
 ISSUED IN 30 DAYS IT WILL BE
 BILLED ON AIA WHEN COMPLETE

TITAN ROOFING, INC.



200 Tapley Street, Springfield, MA 01104
(413) 536-1624 Tel
(413) 533-2560 Fax
(413) 533-1186 Estimating Fax

MINORITY BUSINESS ENTERPRISE
Commonwealth of Massachusetts
State of New York
Affirmative Action/Equal Opportunity Employer

July 24, 2023

Albany County Airport Authority
Attn: John LaClair
737 Albany Shaker Road
Albany NY 12211

RE: NYS Police Hangar Building - Wet Insulation Replacement at Upper Roof

Dear Mr. LaClair,

We've completed the wet insulation and built-up roof patching at the upper roof and should have this roof completed in its entirety by the end of this week.

I've attached a spreadsheet showing the hours and material breakdown for your review and comment.

This is all additional work and our total cost to perform this work is: \$233,048

Please call or email me if you have any questions.

Very Truly Yours,

TITAN ROOFING INC.

Anthony Pazmino

Anthony Pazmino

32 Railroad Ave Albany, NY 12205 (518) 235-1707 Tel (518) 235-1753 Fa	13 Jeanne Dr. Unit 5 Newburgh, NY 12550 (845)-219-1504 Tel (845)-391-0223 Fax	6720 Commerce Blvd. Syracuse, NY 13211 (315) 381-3089 Tel (315) 381-3327 Fax	20 Trade Road, Ste 24 Plattsburgh, NY 12901 (518) 514-3607 Tel (518) 561-1841 Fax	115 Old Colony Ave Quincy, MA 0217 (617) 773-7660 Tel (617) 773-7727 Fax	28 Town Forest Rd. Webster, MA 01570 (508) 755-0487 Tel (508) 756-8609 Fax	19 Ransier Dr. Ste C W Seneca, NY 14424 (518) 376-2651 Tel (518) 235-1753 Fax
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ACTIVITY DESCRIPTION	HOURS	TRADE	RATE	TOTAL
Hours for weekending 6/17/2023	281.75	Roofer Journeyman	\$75.00	\$21,131.25
Hours for weekending 6/24/2023	215.25	Roofer Journeyman	\$75.00	\$16,143.75
Hours for weekending 7/8/2023	371.5	Roofer Journeyman	\$75.00	\$27,862.50
Hours for weekending 7/15/2023	190	Roofer Journeyman	\$75.00	\$14,250.00
Hours for weekending 7/22/2023	93	Roofer Journeyman	\$75.00	\$6,975.00
LABOR SUB-TOTAL				\$86,362.50
MATERIAL DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1/2" Dens Deck Prime	367	4' x 8' Sheet	\$31.05	\$11,395.35
2" Iso	1440	4' x 4' Sheet	\$17.95	\$25,848.00
Viridian Multiply Glass CL Ply Sheet	80	150 SF Roll	\$140.17	\$11,213.60
Viridian Multiply Adhesive SF	134	5 Gallon Can	\$380.02	\$50,922.68
Karnak 19 Roof Cement	43	5 Gallon Can	\$71.99	\$3,095.57
6" Fabric	3	Roll	\$21.39	\$64.17
30 Yard Dumpster up to 4 tons	10	EA	\$800.00	\$8,000.00
MATERIAL SUB-TOTAL				\$110,539.37
EQUIPMENT DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
Rough Terrain Forklift Rental	18.25	Day	\$125.00	\$2,281.25
Fuel	18.25	Day	\$75.00	\$1,368.75
Scissors Lift - 50'	18.25	Day	\$65.00	\$1,186.25
Scissors Lift - 40'	18.25	Day	\$50.00	\$912.50
EQUIPMENT SUB-TOTAL				\$5,748.75
SUB-TOTAL				\$202,650.62
15% OH & P				\$30,397.59
TOTAL				\$233,048.21

BRANCH:
29 RAILROAD AVE
ALBANY NY
12205-5720

(518)489-5200

Superior Service - Quality Products - On-Time Delivery - Brands You Want

*This Quotation is subject to the Terms and Conditions set forth on the reverse side. This Quotation is NOT VALID for purchases made beyond thirty (30) days of issuance unless signed by an officer or branch manager of ABC Supply, in addition to the signature of an ABC Supply salesman or other ABC Supply representative.

QUOTATION

CUSTOMER:
TITAN RFG-ALBANY
200 TAPLEY ST
SPRINGFIELD MA
01104-2827

SHIP TO:
TITAN RFG-ALBANY
PURCHASES FROM ALBANY, NY
NYS POLICE HANGER BLDG
ALBANY

NY 12205

[illegible]

Tony Pazmino

From: smoran roofinginnovationsllc.com <smoran@roofinginnovationsllc.com>
Sent: Tuesday, July 11, 2023 4:40 AM
To: Tony Pazmino
Subject: Re: Viridian Material Pricing
Attachments: Multi-Ply_Adhesive_SF-TDS.pdf; Multi-Ply_Glass_CL-TDS.pdf

Tony-

Morning.

As requested;

- Multi-Ply Adhesive SF = \$380.02/5 Gallon Pail
- Multi-Ply Glass CL (trillaminate ply sheet) = \$140.17/1.5 square roll

As a comment, you can also use Performance Ply, which is also a continuous lay sheet - cost = \$160.87/2 square roll.

See attached.

Whatever you're working on, let's get it/place the order!

Thanks Tony.

Sean Moran

Roofing Innovations, LLC

ROOFING RESTORATION WATERPROOFING

PO Box 51

Glenmont, NY 12077

518.281.3002

www.roofinginnovationsllc.com

Building You a Better Roof.



ROOFINGinnovations.

From: Tony Pazmino <tpazmino@titanroofing.com>
Sent: Monday, July 10, 2023 11:19 AM
To: smoran roofinginnovationsllc.com <smoran@roofinginnovationsllc.com>
Subject: FW: Viridian Material Pricing

Let me know if you receive this email or not.

Thanks

AGENDA ITEM NO. 11. 4

**Construction Contract: Authorization to Award
Change Order No. 2 (Final) to Construction Contract
23-1146 for Airport Access Gates and Operators and
Power Controls to Access Anvil Corp.**

AGENDA ITEM NO: 11.4

MEETING DATE: September 16, 2024

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: *Planning and Engineering*

ACAA Approved
09/16/2024

Contact Person: *John LaClair, P.E., Chief Engineer*

PURPOSE OF REQUEST:

Construction Contract: *Authorization to Award Change Order No. 2 (Final) to Construction Contract 23-1146 for Airport Access Gates and Operators and Power Controls to Access Anvil Corp.*

CONTRACT AMOUNT:

Base Amount	\$2,169,839.01
Change Order No. 1	237,188.85 ACAA Board Approved 4/15/2024
Change Order No. 2	<u>119,292.05</u> *
Total	\$2,526,319.91

**Pending approval at this meeting.*

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes ✓ No NA
Funding Account No.: CPN 2002

AWARD CONDITIONS MET:

Apprenticeship ✓ DBE ✓ MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal <u>90%</u>	State <u>N/A</u>	Airport <u>10%</u>
Term of Funding:	<u>2023-2025</u>	
Grant No.: <u>N/A</u>	STATE PIN: <u>N/A</u>	

JUSTIFICATION:

Request to award Amendment #2 Final to Contract # 23-1146 Airport Access Gates and Operators and Power Controls to Access Anvil Corp. of Albany, NY for \$2,169,839.01. The contract scope includes removal of the existing perimeter fence vehicle gates and operators and providing and installing new gates and operators. Also all perimeter fence man gates will be replaced or refurbished per the project plans. This amendment is for additional power and communication wiring needed to make all the power gates tied into the Airport security system, as well as additional bollards for protection of the units.

AGENDA ITEM NO: 11.4
MEETING DATE: September 16, 2024

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES ✓ NA

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES ✓ NA

BACK-UP MATERIAL:

Please refer to the attached Contract 23-1146 Amendment No. 2 backup.

CHANGE ORDER NO. 2 AND FINAL

PROJECT: Albany International Airport
Airport Access Gate, Gate Operator
Power Controls Replacement Project
County No. 23-116; PFC No. 05-002

CONTRACTOR: Anvil Access Corporation

File: Q23.012.002

DATE: August 26, 2024

EXPLANATION OF INCREASES AND DECREASES:

L-108-5.5 (25) 6 Strand Single Mode Fiber Optic Cable with LC Connectors (+94.00 l.f.) +05.70%

The change in quantity of the above item was a result of the original quantity being estimated, whereas the final quantity was based on actual field measurements. For increases and decreases in excess of 10% please refer to the following explanations.

F-162-5.14 (16)Reset Existing Single Slide Gate, Adjust and Provide New Hardware +200.00%

Contract Quantity:	1.00 Each	
Final Quantity:	3.00 Each	+2.00 Each

The increase in quantity of this item was a result of discovering during construction that two gates scheduled to remain in the original contract required adjustments and new hardware to function properly. Gate #1 (under the Terminal Building) was removed and replaced at a smaller width as requested by Airport Operations and supported by the TSA. The rear ATCT entrance gate was adjusted to function properly.

F-162-5.16 (18)Bollard +21.52%

Contract Quantity:	95.00 Each	
Final Quantity:	115.00 Each	+20.00 Each

The increase in quantity of this item was a result of additional bollards requested by Airport Operations to protect the new equipment (and added microwave sensors) for damage from airport maintenance equipment and vehicles.

L-108-5.2 (22) No. 20 AWG, 300V, 4/C Shielded Communication Cable +62.33%

Contract Quantity:	3,000.00 LF	
Final Quantity:	4,870.00 LF	+1,870.00 LF

The increase in quantity of this item was a result of an estimate contained in the Quantity for Canvass of Bids and actual field measurement where site conditions and building access locations differed from plans and obstacles in conduit run pathways. The exact conduit routing/condition were unknown at the time of design and was fully investigated (unearthed and exposed) by the Contractor during construction. Several underground conduits were found to be compromised, undersized, and in poor condition. Conduit rerouting and replacement in turn required cable removal and replacement. The original design intent was to re-use existing communication feeds. During construction existing cables were found to be in poor condition, did not contain enough conductors, and were too short to intercept and connect to new equipment locations.

L-108-5.3 (23) No. 20 AWG, 300V, 8/C Shielded Communication Cable +83.17%

Contract Quantity:	3,500.00 LF	
Final Quantity:	6,411.00 LF	+2,911.00 LF

The increase in quantity of this item was a result of an estimate contained in the Quantity for Canvass of Bids and actual field measurement where site conditions and building access locations differed from plans and obstacles in conduit run pathways. The exact conduit routing/condition were unknown at the time of design and was fully investigated (unearthed and exposed) by the Contractor during construction. Several underground conduits were found to be compromised, undersized, and in poor condition. Conduit rerouting and replacement in turn required cable removal and replacement. The original design intent was to re-use existing communication feeds. During construction existing cables were found to be in poor condition, did not contain enough conductors, and were too short to intercept and connect to new equipment locations.

L-108-5.4 (24) No. 16 AWG, 300V, 4/C Shielded Communication Cable +23.40%

Contract Quantity:	3,000.00 LF	
Final Quantity:	3,702.00 LF	+702.00 LF

The increase in quantity of this item was a result of an estimate contained in the Quantity for Canvass of Bids and actual field measurement where site conditions and building access locations differed from plans and obstacles in conduit run pathways. The exact conduit routing/condition were unknown at the time of design and was fully investigated (unearthed and exposed) by the Contractor during construction. Several underground conduits were found to be compromised, undersized, and in poor condition. Conduit rerouting and replacement in turn required cable removal and replacement. The original design intent was to re-use existing communication feeds.

During construction existing cables were found to be in poor condition, did not contain enough conductors, and were too short to intercept and connect to new equipment locations.

<u>L-110-5.1 (26) Non-Encased Electrical Conduit, 1-Way-2-Inch, SCH,</u>		
40 PVC Conduit in Turf		+17.61%
Contract Quantity:	2,550.00 LF	
Final Quantity:	2,999.00 LF	+449.00 LF

The increase in quantity of this item was a result of an estimate contained in the Quantity for Canvass of Bids and actual field measurement. Site conditions and building access locations differ from the plans and obstacles were discovered in conduit run pathways. The exact conduit routing/condition/sizes were unknown at the time of design and was fully investigated by the Contractor upon start of work. Several underground conduits were found to be compromised, undersized, and in poor condition.

<u>L-128-5.4 (32) Gate Access Communication Enclosure, Rack Mounted</u>			+20.00%
Contract Quantity:	5.00 Each		
Final Quantity:	6.00 Each	+1.00 Each	

The increase in quantity of this item was a result of finding an existing communication box, scheduled for reuse in the original contract, was not in an acceptable configuration to accept the new access control equipment.

<u>L-128-5.9 (37) Electrical or Communication Handhole</u>			+18.18%
Contract Quantity:	11.00 Each		
Final Quantity:	13.00 Each	+2.00 Each	

The increase in quantity of this item was a result of adding additional junction structures to accommodate the additional and new conduit routing. Handholes are required at sufficient locations (on long runs and turning points) to allow for cable pulling and accessibility.

<u>L-128-5.13 (41) Additional Access Control for Integration to Existing System</u>			-62.50%
Contract Quantity:	8.00 Each		
Final Quantity:	3.00 Each	-5.00 Each	

The decrease in quantity of this item was a result of the first change order value being overestimated. As work progressed, it was determined that the remaining gates required less additional work to integrate into the existing airport security platform.

<u>L-108-5.6 (42) No. 6 AWG, 600V, XHHW-2, 1/C Power Cable</u>		+243.00%
Contract Quantity:	2,500.00 LF	
Final Quantity:	8,575.00 LF	+6,075.00 LF

The increase in quantity of this item was a result of an estimate contained in the Quantity for Canvass of Bids and actual field measurement where site conditions and building access locations differed from plans and obstacles in conduit run pathways. The exact conduit routing/condition were unknown at the time of design and was fully investigated by the Contractor upon start of work. Several underground conduits were found to be compromised, undersized, and in poor condition. Conduit rerouting and replacement in turn required cable removal and replacement. The original design intent was to re-use existing electrical power feeds. During construction existing cables were found to be in poor condition and too short to intercept and connect to new equipment locations. Although an existing unit priced item is in the contract, this new payment item was generated under Change Order #1. The cost had been renegotiated based on a different application and overall additional quantity scale. The agreed upon unit price had been established at \$6.90 per LF for all labor, materials, and equipment associated with this work.

All work of this change order has been or will be completed in accordance with the applicable section of the contract documents.

AGENDA ITEM NO. 12

Authorization of Federal and State Grants

AGENDA ITEM NO. 13

Informational Only

Old Business

New Business

Executive Session
Attorney-Client Privilege Matters