



## **Minutes of the Regular Meeting of the Albany County Airport Authority**

**September 13, 2021**

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on Monday, September 13, 2021 @ 11:30 a.m. in the 3<sup>rd</sup> 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  
Lyon M. Greenberg, M.D.  
Steven H. Heider  
Sari M. O'Connor  
Thomas A. Nardarcci  
John-Raphael Pichardo

### **MEMBERS ABSENT**

### **STAFF**

Philip F. Calderone, Esq.  
Christine C. Quinn, Authority Counsel  
Michael F. Zonsius  
Doug Myers  
Matthew J. Cannon  
John LaClair  
Liz Charland  
Steve Iachetta  
Helen Chadderdon  
Margaret Herrmann

### **ATTENDEES**

Fred Acunto, Airport Manager, AvPorts  
Ray Casey, Airport Consultant  
Fire Chief Dave Cook, AvPorts  
Bob Heitz, Manager Million Air  
Dennis Feeney, Majority Leader  
George Penn, Deputy Albany County Executive (telephonic)  
Douglas C. Bañez, Founder and Managing Director of Hubpoint Strategic Advisors, LLC.

### **General:**

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



Ms. O'Connor moved to approve the minutes of the July 12, 2021 meeting.

The motion was adopted unanimously.

### **Management Reports:**

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

Mr. Calderone presented the Communications and Report of the Chief Executive Officer for the month of September 2021.

#### **4. Chief Financial Officer**

##### **5.1 Statistical and Financial Performance**

##### **5.2 Comparison of Enplanements**

##### **5.3 Summary of Airline Scheduled Flights and Markets**

##### **5.4 USDOT Arrival and Departure Statistics**

#### **5. Project Development**

Mr. Iachetta presented the Project Development report for the month of September 2021.

#### **6. Counsel**

Ms. Quinn presented Counsel's report for the month of September 2021.

#### **7. Concessions/Ambassador Program**

Ms. Chadderdon presented the Concessions/Ambassador Status Report for the month of September 2021.

#### **8. Public Affairs**

Mr. Myers presented the Public Affairs Report for the month of September 2021.

#### **9. Business & Economic Development**

Mr. Cannon introduced Doug Bañez, Founder and Managing Director of Hubpoint Strategic Advisors, LLC, and Mr. Bañez presented an Air Cargo Assessment of the Albany International Airport.

### **Action Items:**

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

##### **10.1 Intentionally Left Blank**



**10.2 Lease: Authorization of Lease #L-21-1095, Department of Transportation/Federal Aviation Administration (FAA) for the lease of the Air Traffic Control Tower (ATCT).**

Mr. Zonsius recommended authorization for lease of the Air Traffic Control Tower Lease No. L-21-1095, Department of Transportation/Federal Aviation Administration (FAA) for the lease of the Air Traffic Control Tower (ATCT). He advised the FAA ATCT was constructed in 1999 and occupied by the FAA under a 20-year lease that expired March 15, 2019. A new ten (10) year lease has been negotiated with an annual rent starting at \$745,044.00 and will increase 2% for the next nine (9) years. The increase in rent in this first year from the current annual rent is \$79,272. The Authority will receive a \$122,205.45 lump sum payment to recognize the additional rent revenue for the period March 15, 2019 through October 1, 2020.

Mr. Nardacci moved to authorize said Lease NO. L-21-1095 with the Department of Transportation/Federal Aviation Administration (FAA) for the lease of the Air Traffic Control Tower (ATCT). For ten (10) years with an annual rent starting at \$745,044.00 and will increase 2% for the next nine (9) years expiring in 2031. The motion was adopted unanimously.

**10.3 Approval to issue five (5) Annual Purchase Orders for Uniform Rental Services, subject to annual CEO approval.**

Mr. Zonsius recommended authorization to award Contract #SC-21-1084 for uniform rental services for Airfield, Vehicle, Glycol, Building, Parking Maintenance and Million Air (FBO) on 7/1/2021. He advised 12 companies downloaded the RFP and Unifirst Corporation was the only proposal received. He advised the total contract amount is \$39,634 annually/\$198,169 over the life of the contract (based upon estimated usage).

Dr. Greenberg moved to authorize the award of Contract No. SC-21-1084 for uniform rental services for Airfield, Vehicle, Glycol, Building, Parking Maintenance and Million Air (FBO) to Unifirst Corporation in the contract amount is \$39,634 annually/\$198,169 over the life of the contract (based upon estimated usage) The motion was adopted unanimously.

**10.4 Authorization to award Contract #21-1079, Security & Driver Training Computer System.**

Mr. Zonsius recommended authorization to award Contract No. 21-1079 for Security & Driver Training Computer System. He advised as an air carrier airport, ALB must comply with the provisions of CFR Part 1542.213, Training, whereby "... an airport operator may not authorize any individual unescorted



access to the secured area or Secured Identification Display Area ... unless that individual has successfully completed training in accordance with TSA-approved curriculum...". Currently, this training is conducted in a classroom setting and Staff desires to migrate to a computer-based system, in part due to COVID-19 concerns, to improve training availability with a web based-on demand training program, and to improve the consistency/standardization of training. He advised the Annual contract cost is \$104,300.00 and covers the Software License; Online Configuration with optional Multifactor Authentication; Course Production; and the initial Annual Support and Maintenance Plan year. The additional annual cost, per year, for the next four years, is \$8,800.00.

Mr. Hicks moved to authorize the award of Contract No. 21-1079 for Security & Driver Training Computer System for an annual contract cost in the amount of \$104,300.00 which will cover the Software License; Online Configuration with optional Multifactor Authentication; Course Production; and the initial Annual Support and Maintenance Plan year and the additional annual cost, per year, for the next four years, of \$8,800.00. The motion was adopted unanimously.

#### **10.5 Issue Purchase Order for Purchase of Materials at Fixed Cost Option**

Ms. Herrmann recommended authorization to approve the purchase of Type I and Type IV glycol from Ascent Aviation Group, Inc. for an estimated contract amount of \$1,368,750. She advised 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 covers 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.

Mr. Pichardo moved to approve the purchase of Type I and Type IV glycol from Ascent Aviation Group, Inc. for an estimated contract amount of \$1,368,750. The motion was adopted unanimously.

#### **10.6 Heavy Equipment Contract: Authorization to Award Contract E-20-1071: Purchase of One 2021 Cab Forward Chassis with 18-Foot Front Mount Broom Including a Forced Air Blast Blower System; Airport**

Mr. Iachetta recommended authorization to approve Contract E-20-1071: Purchase of One 2021 Cab Forward Chassis with 18-Foot Front Mount Broom Including a Forced Air Blast Blower System; to low-bidder M-B Companies, Inc. in the amount of \$580,635. This purchase will be 90% federal funds and 5% State and Airport share allocations respectively. Award is contingent on FAA grant issuance.



Mr. Hicks moved to approve Contract E-20-1071: Purchase of One 2021 Cab Forward Chassis with 18-Foot Front Mount Broom Including a Forced Air Blast Blower System; to low-bidder M-B Companies, Inc. in the amount of \$580,635. This purchase will be 90% federal funds and 5% State and Airport share allocations respectively. Award is contingent on FAA grant issuance.

Mr. Hicks moved to authorize the award of Contract No. E-20-1070 for the Purchase of One 2021 Cab forward Chassis with 18-Foot Front Mount Broom Including a Forced Air Blast Blower System Airport Carrier Vehicle with High-Speed Snow Blower to low-bidder M-B Companies, Inc. in the amount of \$580,635 contingent on FAA grant issuance. The motion was adopted unanimously.

**10.7 Heavy Equipment Contract: Authorization to Award Contract E-20-1070: Purchase of One 2021 Airport Carrier Vehicle with High Capacity Snow Blower;**

Mr. Iachetta recommended authorization to approve Contract E-20-1070: Purchase of One 2021 Airport Carrier Vehicle with High Capacity Snow Blower; to low-bidder Kodiak America, LLC in the amount of \$583,000. This purchase will be 90% federal funds and 5% State and Airport share allocations respectively. Award is contingent on FAA grant issuance.

Mr. Hicks moved to approve Contract E-20-1070: Purchase of One 2021 Airport Carrier Vehicle with High Capacity Snow Blower; to low-bidder Kodiak America, LLC in the amount of \$583,000. This purchase will be 90% federal funds and 5% State and Airport share allocations respectively. Award is contingent on FAA grant issuance. The motion was adopted unanimously.

**10.8 Heavy Equipment Contract: Authorization to Award Contract E-20-1069: Purchase of One 2021 Front End Loader with Front Mounted 30-Foot Reversible Airport Snow Plow;**

Mr. Iachetta recommended authorization to approve Contract E-20-1069: Purchase of One 2021 Front End Loader with Front Mounted 30-Foot Reversible Airport Snow Plow; to low-bidder Nortrax, Inc. in the amount of \$369,000. This purchase will be 90% federal funds and 5% State and Airport share allocations respectively. Award is contingent on FAA grant issuance.

Mr. Hicks moved to approve Contract E-20-1069: Purchase of One 2021 Front End Loader with Front Mounted 30-Foot Reversible Airport Snow Plow; to low-bidder Nortrax, Inc. in the amount of \$369,000. This purchase will be 90% federal funds and 5% State and Airport share allocations respectively. Award is contingent on FAA grant issuance. The motion was adopted unanimously.



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

Ms. Herrmann recommended authorization 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 EPIC Aviation, LLC in the estimated amount of \$4,400,000 (for 1 year based upon estimated usage fuel prices change weekly) for up to three (3) one-year periods. She advised 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. Five 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.

Dr. Greenberg moved to authorize the issuance of 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 EPIC Aviation, LLC in the estimated amount of \$4,400,000 (for 1 year based upon estimated usage fuel prices change weekly) for up to three (3) one-year periods. The motion was adopted unanimously.

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

Ms. Quinn recommended authorization to enter into a License Agreement with United Parcel Service, Inc. for 845 Watervliet Shaker Road, approximately 2.6 acres. She advised the rent will be \$6,000 per month and the term of the agreement is approximately three months.

Dr. Greenberg moved to authorize the Authority to enter into a License Agreement with United Parcel Service, Inc. for 845 Watervliet Shaker Road, approximately 2.6 acres with a monthly rent of \$6,000 and a term of approximately three months. The motion was adopted unanimously.

## **11. Authorization of Change Orders**

## **12. Authorization of Federal and State Grants**

### **12.1 ADD-ON:**

#### **Federal/State Grant: Authorization for Chief Executive Officer to execute and submit Upstate Airport Economic Development and Revitalization Competition Grant Application.**

Ms. Quinn requested authorization for the Chief Executive Officer to execute and submit Upstate Airport Economic Development and Revitalization



Competition Grant Application.

Mr. Nardacci moved to authorize the Chief Executive Officer to execute and submit the Upstate Airport Economic Development and Revitalization Competition Grant Application. The motion was adopted unanimously.

**13. Informational Only - None**

**Old Business: None**

**New Business: None**

**Executive Session: None**

There being no further business, the meeting was adjourned at 1:05 p.m.



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**ALBANY COUNTY AIRPORT AUTHORITY**

**REGULAR MEETING**

**AGENDA**

**September 13, 2021**

**General:**

- 1. Chairman's Remarks**
- 2. Approval of Minutes**  
**Regular Meeting – July 12, 2021**
- 3. 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 Intentionally Left Blank**
  - 10.2 Lease: Authorization of Lease #L-21-1095, Department of Transportation/Federal Aviation Administration (FAA) for the lease of the Air Traffic Control Tower (ATCT).**





- 10.3 Approval to issue five (5) Annual Purchase Orders for Uniform Rental Services, subject to annual CEO approval.**
- 10.4 Authorization to award Contract #21-1079, Security & Driver Training Computer System.**
- 10.5 Issue Purchase Order for Purchase of Materials at Fixed Cost Option**
- 10.6 Heavy Equipment Contract: Authorization to Award Contract E-20-1071: Purchase of One 2021 Cab Forward Chassis with 18-Foot Front Mount Broom Including a Forced Air Blast Blower System; Airport**
- 10.7 Heavy Equipment Contract: Authorization to Award Contract E-20-1070: Purchase of One 2021 Airport Carrier Vehicle with High Capacity Snow Blower;**
- 10.8 Heavy Equipment Contract: Authorization to Award Contract E-20-1069: Purchase of One 2021 Front End Loader with Front Mounted 30-Foot Reversible Airport Snow Plow;**
- 10.9 Issue purchase orders for purchase of materials and enter into any required agreements for lease of two AvGas refueler trucks.**
- 10.10 Lease Amendment: License Agreement – License No. L-21-1093: 845 Watervliet Shaker Road with United Parcel Service, Inc.**
  
- 11. Authorization of Change Orders - None**
  
- 12. Authorization of Federal and State Grants - None**
  
- 13. Informational Only**

**Old Business:**

**New Business:**

**Executive Session - Attorney-Client Privilege Matters**

**NOTICE**





Posted - Info Desk  
Website; Facebook  
Schmid  
9/2/21

**ALBANY COUNTY AIRPORT AUTHORITY  
MEETING NOTICE**

Notice is hereby given of the following regular meeting of the Albany County Airport Authority:

The Albany County Airport Authority will hold its regularly scheduled meeting on **Monday, September 13, 2021 at 11:30 a.m.** The meeting will be held in the Conference Room on the 3rd Floor located in the Main Terminal at the Albany International Airport, Albany, New York.



**ALBANY COUNTY AIRPORT AUTHORITY  
MEETING NOTICE**

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# TIMES UNION

**timesunion.com**

**Albany Times Union**  
News Plaza  
Box 15000  
Albany, New York 12212

ALBANY INTERNATIONAL AIRPORT  
737 ALBANY SHAKER RD  
ADMINISTRATIVE BLDG SUITE 204  
ATTN: KATIE KANE  
ALBANY, NY 12211

Account Number: 061026000  
Order Number: 0004174921  
Order Invoice Text: Meeting Notice 9.13.21

D LaCoppola / T Duquette / C Finnegan / A Tunstall of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regularly published in the said ALBANY TIMES UNION on the following dates

09-06-2021



09/07/2021

Denise R. LACoppola

SUSAN QUINE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01QU6396414  
Qualified in Rensselaer County  
My Commission Expires 08-19-2023

Sworn to before me, this 7 day of Sept 2021.



Notary Public  
Albany County

**ALBANY COUNTY AIRPORT AUTHORITY  
MEETING NOTICE**

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the Albany County Airport Authority:

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a.m. The meeting will be held in the Conference Room on  
the 3rd Floor located in the Main Terminal at the Albany  
International Airport, Albany, New York.  
TU11 4174921

## Liz Charland

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**From:** Liz Charland  
**Sent:** Thursday, September 2, 2021 10:31 AM  
**To:** John-Raphael Pichardo; John-Raphael Pichardo - IPAD; Kevin R. Hicks, Sr. - IPAD; Kevin R. Hicks, Sr. (Personal); Lyon Greenberg, MD; Lyon Greenberg, MD - IPAD; Samuel A. Fresina; Samuel A. Fresina - IPAD; Sari O'Connor; Steve Heider; Steven H. Heider; Thomas A. Nardacci  
**Subject:** ACAA Meeting Notice - Monday September 13, 2021  
**Importance:** High

Please advise whether or not you will be attending the meeting on the 13<sup>th</sup>.

Thank you.  
Liz

### ALBANY COUNTY AIRPORT AUTHORITY MEETING NOTICE

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**Liz Charland**

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**From:** Liz Charland  
**Sent:** Thursday, September 2, 2021 10:29 AM  
**To:** Saratogian Newspapers; The Colonie Spotlight; The Gazette; The Troy Record  
**Subject:** ACAA Meeting Notice- September 13, 2021

**ALBANY COUNTY AIRPORT AUTHORITY  
MEETING NOTICE**

**Notice is hereby given of the following regular meeting of the Albany County Airport Authority:**

**The Albany County Airport Authority will hold its regularly scheduled meeting on Monday, September 13, 2021 at 11:30 a.m. The meeting will be held in the Conference Room on the 3rd Floor located in the Main Terminal at the Albany International Airport, Albany, New York.**

**Liz Charland**

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**From:** Liz Charland  
**Sent:** Thursday, September 2, 2021 10:28 AM  
**To:** Bart Johnson; Bob Heitz; Brandon Russell, Majority Counsel; County Executive Daniel P. McCoy; Dave Collins; Douglas A. Bullock, Albany County Mass Transit Committee Chair; Eric Anderson; Fire Chief Dave Cook; Frank Mauriello, Albany County Minority Leader; Fred Acunto; George Penn (Albany County); Jill Bryce; John DelBalso; Lynne Lekakis Mass Transit Committee; Majority Leader Dennis Feeney; Mike DeMasi (Business Review); Mike DeSocio; Pam Allen; Pete Rea (prea@dot.state.ny.us); Spotlight News; WRGB News  
**Subject:** September 13, 2021 Meeting Notice  
**Importance:** High

**ALBANY COUNTY AIRPORT AUTHORITY  
MEETING NOTICE**

**Notice is hereby given of the following regular meeting of the Albany County Airport Authority:**

**The Albany County Airport Authority will hold its regularly scheduled meeting on Monday, September 13, 2021 at 11:30 a.m. The meeting will be held in the Conference Room on the 3rd Floor located in the Main Terminal at the Albany International Airport, Albany, New York.**

**Liz Charland**

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**From:** Liz Charland  
**Sent:** Thursday, September 2, 2021 10:27 AM  
**To:** TU Legal  
**Subject:** Account Number 061026000 - September 13, 2021 Meeting Notice

Please publish one time as soon as possible. Thank you. Liz

**ALBANY COUNTY AIRPORT AUTHORITY  
MEETING NOTICE**

**Notice is hereby given of the following regular meeting of the Albany County Airport Authority:**

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**Liz Charland**

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**From:** Liz Charland  
**Sent:** Thursday, September 2, 2021 10:26 AM  
**To:** ACAAlist  
**Subject:** ACAA Regular Meeting Monday September 13, 2021  
  
**Importance:** High

**Below is the meeting notice for Monday September 13, 2021.**

**Please forward a list of your items ASAP.**

**Also, forward your final items and reports no later than 11:00 a.m. on Tuesday, September 7. Thank you. - Liz**

**ALBANY COUNTY AIRPORT AUTHORITY  
MEETING NOTICE**

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**ALBANY COUNTY AIRPORT AUTHORITY**

**REGULAR MEETING**

**AGENDA**

**September 13, 2021**

**General:**

- 1. Chairman's Remarks**
- 2. Approval of Minutes**  
**Regular Meeting – July 12, 2021**
- 3. 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 Intentionally Left Blank**
  - 10.2 Lease: Authorization of Lease #L-21-1095, Department of Transportation/Federal Aviation Administration (FAA) for the lease of the Air Traffic Control Tower (ATCT).**



- 10.3 **Approval to issue five (5) Annual Purchase Orders for Uniform Rental Services, subject to annual CEO approval.**
- 10.4 **Authorization to award Contract #21-1079, Security & Driver Training Computer System.**
- 10.5 **Issue Purchase Order for Purchase of Materials at Fixed Cost Option**
- 10.6 **Heavy Equipment Contract: Authorization to Award Contract E-20-1071: Purchase of One 2021 Cab Forward Chassis with 18-Foot Front Mount Broom Including a Forced Air Blast Blower System; Airport**
- 10.7 **Heavy Equipment Contract: Authorization to Award Contract E-20-1070: Purchase of One 2021 Airport Carrier Vehicle with High Capacity Snow Blower;**
- 10.8 **Heavy Equipment Contract: Authorization to Award Contract E-20-1069: Purchase of One 2021 Front End Loader with Front Mounted 30-Foot Reversible Airport Snow Plow;**
- 10.9 **Issue purchase orders for purchase of materials and enter into any required agreements for lease of two AvGas refueler trucks.**
- 10.10 **Lease Amendment: License Agreement – License No. L-21-1093: 845 Watervliet Shaker Road with United Parcel Service, Inc.**
  
11. **Authorization of Change Orders - None**
  
12. **Authorization of Federal and State Grants - None**
  
13. **Informational Only**

**Old Business:**

**New Business:**

**Executive Session - Attorney-Client Privilege Matters**

# **AGENDA ITEM NO. 1**

## **Chairman's Remarks**



## **AGENDA ITEM NO. 2**

### **Approval of Minutes**



ACAA Approved  
09/13/2021

## Minutes of the Regular Meeting of the Albany County Airport Authority

July 12, 2021

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on Monday, July 12, 2021 @ 11:30 a.m. in the 3<sup>rd</sup> 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  
Lyon M. Greenberg, M.D.  
Steven H. Heider  
Sari M. O'Connor

### MEMBERS ABSENT

Thomas A. Nardarcci  
John-Raphael Pichardo

### STAFF

Philip F. Calderone, Esq.  
Christine C. Quinn, Authority Counsel  
Michael F. Zonsius  
Doug Myers  
Matthew J. Cannon  
Liz Charland  
Steve Iachetta  
Kathy Greenwood  
Helen Chadderdon  
Margaret Herrmann

### ATTENDEES

Fred Acunto, Airport Manager, AvPorts  
John DelBalso, Assistant Airport Manager, AvPorts  
Ray Casey, Airport Consultant  
Fire Chief Dave Cook, AvPorts  
Captain Steve Dorsey, AvPorts  
Bob Heitz, Manager Million Air  
Dennis Feeney, Majority Leader

### General:

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

Mr. Hicks moved to approve the minutes of the May 3, 2021 meeting.

The motion was adopted unanimously.



## Management Reports:

### 3. Communications and Report of Chief Executive Officer

Mr. Calderone presented the Communications and Report of the Chief Executive Officer for the month of July 2021.

### 4. Chief Financial Officer

- 5.1 Statistical and Financial Performance
- 5.2 Comparison of Enplanements
- 5.3 Summary of Airline Scheduled Flights and Markets
- 5.4 USDOT Arrival and Departure Statistics

### 5. Project Development

Mr. Iachetta presented the Project Development report for the month of July 2021 and presented Action Items 10.2, 10.3, 10.4, 10.5, 10.9 and 10.10.

### 6. Counsel

Ms. Quinn presented Counsel's report for the month of July 2021 and presented Action Items 10.1, 10.6, 10.7 and 10.8.

### 7. Concessions/Ambassador Program

Ms. Chadderdon presented the Concessions/Ambassador Status Report for the month of July 2021.

### 8. Public Affairs

Mr. Myers presented the Public Affairs Report for the month of July 2021.

### 9. Business & Economic Development

Mr. Cannon presented the Business & Economic Development Report for the month of July 2021.

## Action Items:

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

#### 10.1 Professional Services Contract No. SC -21-1083 Painting Services TEC Protective Coatings & Quality Painters

Ms. Quinn recommended authorization to award Contract No. SC-21-1083 for painting services with TEC Protective Coatings & Quality Painters. She advised this will supplement AvPorts' workforce and provide painters that will be dedicated to providing painting services on an as need basis. The work assignments will consist of many small painting projects covering the vast number of airport buildings and structures. She is recommending award be made to two vendors to avoid any work delays. The contract amount is estimated at \$75,000 annual cost – no fixed and is 100% Airport funded.



Dr. Greenberg moved to authorize the award of Contract No. SC-21- 1083 for painting services with TEC Protective Coatings & Quality Painters for an estimated annual cost of \$75,000. The motion was adopted unanimously.

**10.2 Amendment #1 to Contract No. S-20-1064 Rehabilitation of Taxiway A to McFarland Johnson for Construction Inspection (CI).**

Mr. Iachetta recommended authorization to award Amendment #1 to Contract S-20-1064 Construction Inspection Services for Rehabilitation of Taxiway A project to McFarland Johnson in the amount of \$374,960.00. He advised the contract will be 90% federally funded, 5% state funded and 5% airport funded.

Dr. Greenberg moved to authorize the award of Amendment #1 to Contract S-20-1064 Construction Inspection Services for Rehabilitation of Taxiway A to McFarland Johnson in the amount of \$374,960.00. The motion was adopted unanimously.

**10.3 Construction Contract 1064-GC Rehabilitation of Taxiway A to Rifenburg Construction, Inc.**

Mr. Iachetta recommended authorization to award Contract 1064-GC for Rehabilitation of Taxiway A to Rifenburg Construction, Inc. in the amount of \$5,694,115.00. He advised the contract scope includes removal of 2” of existing pavement and repaving the entire Taxiway A and the south end of the Taxiway will be completely removed to subgrade and reconstructed in layers including drainage upgrades to eliminate existing pavement conditions. The project also includes striping, lighting work and site restoration. The award of this contract is contingent on compliance with the DBE requirements. He advised the contract will be 90% federally funded, 5% state funded and 5% airport funded.

Ms. O’Connor moved to authorize the award of Contract 1064-GC for Rehabilitation of Taxiway A to Rifenburg Construction, Inc. in the amount of \$5,694,115.00 contingent upon compliance with the DBE requirements. The motion was adopted unanimously.

**10.4 Elevator Replacement: Modernization to 1998 Elevator #13 at the Air Traffic Control Tower Proposal dated 4/23/2021 under New York State Contract #PS901AA-ACAA Contract 21-1013-EV; KONE Inc.**

Mr. Iachetta recommended authorization to award of Contract 21-1013-EV to KONE, Inc. in the amount of \$209,269.90 to remove a 1998 elevator deemed beyond functional utility and furnish and install a new KONE, Inc. elevator system under New York State Contract PS901AA. The NYS Contract is in effect through 4/19/2023. The proposed work scope includes replacement-in-kind cab, door, hydraulic operator equipment, new touchless pushbutton controls and new Wilsonart interior panels, LED lighting and burnished chrome handrails. Manual button functions remain to meet all Building Code requirements. The proposed schedule will support completion within 9-weeks of delivery. He advised this contract is 100% Airport funded.

Ms. O’Connor moved to authorize the award of Contract 21-1013-EV to KONE, Inc. in the amount of \$209,269.90 to remove a 1998 elevator deemed beyond functional utility and furnish and install a new KONE, Inc. elevator system under New York State Contract PS901AA. The motion was adopted unanimously.



### **10.5 Amendment #1 Contract S-1013 with Sage Engineering Associates, LLP of Albany for Air Traffic Control Tower and TRACON Facility Improvements Phase 2**

Mr. Iachetta recommended authorization to award Amendment No. 1 to Contract No. S-1013 with Sage Engineering Associates, LLP in the amount of \$34,543 for required Air Traffic Control Tower and TRACON Facility renovations commenced in 2019. This Amendment will support FAA Air Traffic Control, TRACON and ATO-Facility Management technical operations at the ACAA owned property at 128 Sicker Road East. Phase-1 facility site-work, paving, HVAC mechanical and electrical was completed last year. The current program is to advance required roofing and elevator replacement this year, followed by final renovations in 2023.

Mr. Hicks moved to authorize the award of Amendment No. 1 to Contract No. S-1013 with Sage Engineering Associates, LLP in the amount of \$34,543 for required Air Traffic Control Tower and TRACON Facility renovations commenced in 2019. The motion was adopted unanimously.

### **10.6 Amendment of ACAA Personnel Handbook**

Dr. Greenberg, as Chair of the Personnel Committee, recommended authorization of the Amended ACAA Personnel Handbook. He advised that the handbook was reviewed and approved by the Personnel Committee this morning and is being presented to the full Board for concurrence of the proposed changes.

Ms. Quinn reviewed the proposed additions of Section 4.14 Leave Donation Program and Section 4.15 Paid Leave for Cancer Screenings.

Dr. Greenberg moved to approve the Amended ACAA Personnel Handbook. The motion was adopted unanimously.

### **10.7 Window Washing Services: Preferred Source NYSID**

Ms. Quinn recommended authorization to award a service contract for Window Washing in various locations around the airport including Airport Terminal, parking garage, FBO facilities and Control Tower to Preferred Source NYSID. She also requested to extend this contract annually with an adjustment in the contract amount that is based upon the annual consumer price index adjustment to the prevailing wage schedule announced by the Department of Labor and applicable to this contract. The annual contract amount is \$21,320.97 for Terminal A,B,C & Bldg 79; \$14,282.21 for MillionAir, Control Tower, Admin Bldg. and \$41,093.98 for the First Floor Lobby & Parking Garages for a total of \$76,697.16. She also requested approval to extend this contract annually with an adjustment in contract amount that is based upon the annual consumer price index adjustment to the prevailing wage schedule announced by the Department of Labor and applicable to this contract.

Mr. Heider moved to authorize the award of a service contract for window washing in various locations around the airport to Preferred Source NYSID in the total annual amount of \$76,697.16 and approval to extend this contract annually with an adjustment in contract amount that is based upon the annual consumer price index adjustment to the prevailing wage schedule announced by the Department of Labor and applicable to this contract. The motion was adopted unanimously.



**10.8 Lease Agreement: Lease Agreement – Lease No. L-21-1087: 797 and 801 Albany Shaker Road with Nicolock Paving Stones, LLC**

Ms. Quinn recommended authorization to enter into a Lease Agreement with Nicolock Paving Stones, LLC for 797 and 801 Albany Shaker Road, approximately 0.75 acres. She advised the rent is \$48,000 per year (\$4,000 per month) and the initial term is two years. Tenant has an option to renew for 1 additional term of 2-years.

Dr. Greenberg moved to authorize Lease Agreement with Nicolock Paving Stones, LLC for 797 and 801 Albany Shaker Road, approximately 0.75 acres. for \$48,000 per year (\$4,000 per month) for an initial term of two years with tenant having an option to renew for 1 additional term of 2-years. The motion was adopted unanimously.

**10.9 NEGOTIATIONS: Professional Services Contract No. S-21-1082 Design Services for Pre TSA Terminal Expansion with CHA Companies, Inc.**

Mr. Iachetta recommended authorization to negotiate for Professional Services Contract S-21-1082 Design Services for the proposed Pre TSA Terminal Expansion. He advised the RFQ evaluations committee met and discussed each proposal and each committee member completed the evaluation score sheet with the criteria outlined in the RFQ document. The firm receiving the highest score and recommendation for award is the design firm of CHA Companies, Inc. Contract award is contingent upon Board approval of negotiated fee established following grant guidelines.

Ms. O'Connor moved to authorize negotiations for Professional Services Contract S-21-1082 Design Services for the proposed Pre TSA Terminal Expansion and contract award is contingent upon Board approval of negotiated fee established following grant guidelines. the motion was adopted unanimously.

**10.10 NEGOTIATIONS: Professional Services Contract No. S-21-1081 Design Services for a New Aircraft Hangar with C& S Engineering.**

Mr. Iachetta recommended authorization to negotiate for Professional Services Contract S-21-1081 Design Services programmed for the proposed Aircraft Hangar with C&S Engineering. The RFQ evaluations committee met and discussed each proposal. Each committee member completed the evaluation score sheet with the criteria outlined in the RFQ document. The firm receiving the highest score and recommendation for award is the design firm of C & S Engineering Contract award is contingent upon Board approval of negotiated fee established following grant guidelines.

Mr. Hicks moved to authorize negotiations for Professional Services Contract S-21-1081 Design Services programmed for the proposed Aircraft Hangar with C&S Engineering and Contract award is contingent upon Board approval of negotiated fee established following grant guidelines. The motion was adopted unanimously.

**11. Authorization of Change Orders**



## 12. Authorization of Federal and State Grants

### 12.1 Grants: Authorization to Accept Airport Improvement Program Grant 3-36-001-xxx-2021 pending receipt of USDOT-FAA Grant Agreement; Rehabilitate Taxiway A and North and South Hold Apron Pavement (Approx. 8,500x 75'-141,000 SY) Multi-Year-Design and Construction; NYSDOT PIN 1A00.\_\_\_\_;

Mr. Iachetta requested authorization to accept \$5,827,013 of Airport Improvement Program funding as announced by the US Secretary of Transportation to Rehabilitate Taxiway A and North and South Hold Apron Pavement (Approx. 8,500x 75'-141,000 SY) Multi-Year-Design and Construction. He advised the project scope will preserve and enhance the Primary Taxiway A asphalt wear course surfaces required for scheduled aircraft operations safety and capacity.

Ms. O'Connor moved to accept \$5,827,013 of Airport Improvement Program funding as announced by the US Secretary of Transportation to Rehabilitate Taxiway A and North and South Hold Apron Pavement (Approx. 8,500x 75'-141,000 SY) Multi-Year-Design and Construction. The motion was adopted unanimously.

### 12.2 Grants: Authorization to Accept Airport Improvement Program Grant 3-36-001-xxx-2021 pending receipt of USDOT-FAA Grant Agreement; Replace Snow Removal Equipment: One Wheeled Loader with Snow Pusher Plow; One High Capacity Snow Blower and One Rotary Runway Broom; NYSDOT PIN 1A00.\_\_\_\_

Mr. Iachetta requested authorization to accept \$1,410,838 of Airport Improvement Program funding as announced by the US Secretary of Transportation replace snow removal equipment; one wheeled loader with snow pusher plow; one high capacity snow blower and one rotary runway broom. He advised the project scope will preserve and enhance winter scheduled operations in all weather conditions in conformance with FAA regulatory requirements.

Mr. Heider moved to accept \$1,410,838 of Airport Improvement Program funding as announced by the US Secretary of Transportation to replace snow removal equipment; one wheeled loader with snow pusher plow; one high capacity snow blower and one rotary runway broom. The motion was adopted unanimously.

## 13. Authorization to Accept SEQR Lead Agency Designation for the Terminal Checkpoint Expansion Project

Mr. Iachetta requested authorization to accept the SEQR Environmental Assessment and Adopt a SEQR Negative Declaration for the Terminal Checkpoint Expansion Project in the southwest airfield quadrant. The proposed action is defined as a SEQR "Unlisted Action" as proposed improvements involve construction of an expanded pedestrian connector between existing garage and terminal facilities to provide additional area on the second floor pre-TSA screening area as noted on the attached site plan. Improvements will mitigate pre-screening congestion and includes improved public access at existing ground level vestibules. He advised a SEQR Negative Declaration is recommended to be filed as no potential adverse effects are anticipated as result of the proposed improvements. No off-airport, wetland or critical resources would be subject to potential impact as a result of the proposed terminal checkpoint improvements.

Mr. Hicks moved to accept the SEQR Environmental Assessment and Adopt a SEQR Negative Declaration for the Terminal Checkpoint Expansion Project in the southwest airfield quadrant. The proposed action is defined as a SEQR "Unlisted Action" as proposed improvements involve construction of an expanded pedestrian connector between existing garage and terminal facilities to provide additional area on the second floor pre-TSA screening area as noted on the attached site plan. The motion was adopted unanimously.



**14. Informational Only - None**

**Old Business:** None

**New Business:** None

**Executive Session:** None

There being no further business, the meeting was adjourned at 12:35 p.m.





**ALBANY COUNTY AIRPORT AUTHORITY**

**REGULAR MEETING**

**AGENDA**

**July 12, 2021**

**General:**

- 1. Chairman's Remarks**
- 2. Approval of Minutes**  
**Regular Meeting – May 3, 2021**
- 3. 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 Professional Services Contract No. SC -21-1083 Painting Services TEC Protective Coatings & Quality Painters**
  - 10.2 Amendment #1 to Contract No. S-20-1064 Rehabilitation of Taxiway A to McFarland Johnson for Construction Inspection (CI).**
  - 10.3 Construction Contract 1064-GC Rehabilitation of Taxiway A to Rifenburg Construction, Inc.**



- 10.4 **Elevator Replacement: Modernization to 1998 Elevator #13 at the Air Traffic Control Tower Proposal dated 4/23/2021 under New York State Contract #PS901AA-ACAA Contract 21-1013-EV; KONE Inc.**
- 10.5 **Amendment #1 Contract S-1013 with Sage Engineering Associates, LLP of Albany for Air Traffic Control Tower and TRACON Facility Improvements Phase 2**
- 10.6 **Amendment of ACAA Personnel Handbook**
- 10.7 **Window Washing Services: Preferred Source NYSID**
- 10.8 **Lease: Lease Agreement – Lease No. L-21-1087: 797 and 801 Albany Shaker Road with Nicolock Paving Stones, LLC**
- 10.9 **NEGOTIATIONS: Professional Services Contract No. S-21-1082 Design Services for Pre TSA Terminal Expansion with CHA Companies, Inc.**
- 10.10 **NEGOTIATIONS: Professional Services Contract No. S-21-1081 Design Services for a New Aircraft Hangar with C& S Engineering.**
11. **Authorization of Change Orders - None**
12. **Authorization of Federal and State Grants**
  - 12.1 **Grants: Authorization to Accept Airport Improvement Program Grant 3-36-001-xxx-2021 pending receipt of USDOT-FAA Grant Agreement; Rehabilitate Taxiway A and North and South Hold Apron Pavement (Approx. 8,500x 75'-141,000 SY) Multi-Year-Design and Construction; NYSDOT PIN 1A00.\_\_\_\_;**
  - 12.2 **Grants: Authorization to Accept Airport Improvement Program Grant 3-36-001-xxx-2021 pending receipt of USDOT-FAA Grant Agreement; Replace Snow Removal Equipment: One Wheeled Loader with Snow Pusher Plow; One High Capacity Snow Blower and One Rotary Runway Broom; NYSDOT PIN 1A00.\_\_\_\_**
13. **Authorization to Accept SEQR Lead Agency Designation for the Terminal Checkpoint Expansion Project**
14. **Informational Only - None**

**Old Business:**

**New Business:**

**Executive Session:**

## **AGENDA ITEM NO. 3**

### **Communications and Report of Chief Executive Officer**



re

**MEMO:** September 13, 2021

**TO:** Albany County Airport Authority Board Members

**FROM:** Philip F. Calderone, Esq., Chief Executive Officer

- **COVID Impact on Operations, Enplanements and Finances**
- **Proposed New Expansion Projects/Upstate Airport Grant Competition**
- **Collaborations & Partnerships Update**
- **9/11 Commemoration**
- **Employee Appreciation/Heroes Celebration**
- **Visit by Senator Schumer**
- **Best wishes to Gov. Hochul**

## **AGENDA ITEM NO. 4**

### **Financials**



# **ALBANY**

INTERNATIONAL AIRPORT

## **Monthly Financial Report**

**July 2021**

(dated August 25, 2021)

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August 27, 2021

ACAA Members  
Philip F. Calderone, Esq.

## INTRODUCTION

The monthly highs and lows in brief are as follows:

- ↑ Enplanements continue to increase;
- ↑ Month Airport operating profit \$777,604;
- ↑ Month FBO operating profit: \$106,596;
- ↑ Cargo continues to outpace national levels;
- ↓ Seasonal service suspended to Nashville and Orlando/Sanford Airports

A YTD Budget vs. Actual High/Low by Category Report has been added to provide YTD budget variance information.

Cargo continues to trend positively, while enplanement and operations continue to be below comparable month, YTD, and the previous twelve-month amounts, as shown below:

	Current Year versus			
	2021 Budget	2021 Month	2021 YTD	2021 Prev. 12 Mo.
Enplanements	45.7%	267.0%	23.1%	(39.9%)
Cargo	21.2	1.9	13.6	11.2
Operations	28.5	19.1	1.1	(14.6)

	Month	
	Jul20	Jul21
Destination Airports	13	15
Scheduled Monthly Flight	779	1,100
Average Daily Flights	25.1	35.5
Pax Lift (Pax Seats)	82,887	1114,081
Enplanements	31,092	114,106

## FINANCIAL INFORMATION

### Cash Position – Unrestricted (Operating)

The Airport continues to maintain a strong cash position. The Statements of Net Position provided on Page 4 reports unrestricted cash of \$20,821,890 and equates to approximately 7.77 months of operating reserves (Notes to Financial Statements #2, Page 8), this is a nominal change from the prior month.

### Cash Position – Restricted

Restricted cash available for capital purposes is as follows:

Projects	\$ 5,425,714
Projects – PFC	9,210,302
Projects – Other	<u>1,352,078</u>
	<b>\$15,988,094</b>

### Accounts Receivable

The Accounts Receivable balance is approximately 5.70 of average day total operating revenues.

### Equity – YTD Earnings

The Summary of Revenues, Expenses and Net results is provided on Page 4. The Airport recorded a change in net position for the month and year-to-date shown as follows:

	Month	YTD
Airport Operating	\$777,604	\$ 2,734,615
FBO Profit	<u>106,596</u>	<u>682,847</u>
	884,200	3,417,462
Other Rev/Exp (d.ser.)	( 325,273)	664,596
Capital Contributions	1,864,584	3,496,584
Airline Incnt. Payts.	( )	( 80,352)
	<u>1,539,311</u>	<u>4,080,828</u>
	<b>\$2,423,511</b>	<b>\$7,498,290</b>



Operating Revenues

The 2021 Operating Revenues do not include the following annual adjustments (generally reductions in revenue) that are recorded at each year-end:

1. Airline Settlement - Landing, Terminal, Apron, Passenger Boarding Bridge; and,
2. Revenue Sharing (if any).

Monthly and YTD 2021 operating revenues differences from the prior year are shown below:

	Month	YTD
Airline Revenue	\$ 154,026	(\$ 184,568)
Non-Airline Revenue		
Parking Revenue	636,180	( 372,781)
Rental Cars	144,327	497,281
Food & Beverage	75,076	51,732
Retail	2,512	82,410
Other	290,921	( 157,777)
Non-Airline Revenue	<u>1,149,016</u>	<u>100,865</u>
	\$1,006,848	(\$ 83,703)

Airport Operating Expenses

Monthly operating expenses were approximately \$2,160K and \$2,375K for 2021 and 2020, respectively. YTD operating expenses were \$14,351K and \$16,415K for 2021 and 2020, respectively.

Non-Operating Revenue

Recorded in the month was \$322,565 of CARES Act funding, YTD CARES Act funding is \$4,894,860.

**AIRPORT OPERATING BUDGET**

Monthly operating revenues were favorable by approximately \$202K, again, due in large part to the increase rental car revenues, food & beverage and retail sales. Monthly operating expenses compared to budget were favorable by approximately \$56K.

YTD operating revenues were unfavorable by approximately \$2,065K, due in large part to the decrease in parking revenue in the first three months of the year.

YTD operating expense were favorable by approximately \$2,202K.

Please see Budget vs. Actual High/Low by Category Report for further details.

**MILLION AIR FBO OPERATIONS**

Revenues derived from the sale of JetA and AvGas fuels is the largest contributor of FBO revenue. Below are the fuel sold in gallons for both JetA and AvGas:

	Current Year versus			
	2021 Budget	2020 Month	2020 YTD	2020 Prev. 12 Mo.
JetA (gals)	43.9%	77.0%	34.5%	1.8%
AvGas (gals)	(16.5)	(30.5)	( 15.4 )	( 8.2 )

FBO Summary of Revenues, Expenses and Net results are shown on Page 7.

The FBO had operating profits of \$106,596 and \$682,847, for the month and year-to-date, respectively

**PASSENGER AIRLINE SCHEDULES**

Weekly Passenger Airline schedule flight changes over the past months are as follows:

	<u>Begin</u>	<u>+</u>	<u>-</u>	<u>End</u>
Mar20 (week #13-20)				354
Apr20 (week #17)				313
May20 (week #22)				98
Jun20 (week #26)	98	12	(185)	140
July20 (week #30)	140	50	( 7)	183
Aug20 (week #34)	183	40	( 2)	221
Sep20 (week #39)	221	4	(78)	147
Oct20 (week #44)	147	26	( 5)	168
Nov20 (week #49)	168	32	(27)	173
Dec20 (week #53)	173	16	(17)	172
Jan21 (week #03-21)	172	-	(30)	142
Feb21 (week #08-21)	131	12	( 1)	142
Mar21 (week #12-21)	142	24	( 8)	158
Apr21 (week #16-21)	158	43	( 9)	192
May21 (week #21-21)	192	74	( 3)	263
Jun21 (week #21-25)	263	21	(44)	240
Jul21 (week #21-29)	240	14	( 5)	249
Aug21 (week #21-34)	249	24	( 2)	271
Sep21 (week #21-38)	271	13	(18)	266

**PROJECTIONS**

Annual 2021 enplanement projections at the following dates are as follows:

Jan 2021	740,000
Feb 2021	650,000
Mar 2021	650,000
Apr 2021	792,300
May 2021 (June 25)	860,000
Jun 2021 (Jul 22)	900,000
Jul 2021 (Aug26)	940,000

Annual 2022 enplanement projections at the following dates are as follows:

Jan 2021	1,200,000
Feb 2021	1,200,000
Mar 2021	1,200,000
Apr 2021	1,200,000
May 2021	1,200,000
June 2021	1,200,000

**BOND RATINGS**

Apr21	Moody's	A3	Stable
Mar20	S&P Global Ratings	A-	Negative
Apr21	S&P Global Ratings	A-	Stable
	Fitch		Not Rated

**COMPARISON WITH NATIONAL**

Comparison of enplanement and cargo levels with the North American (NAM) amounts as provided by ACI-NA are as follows:

Enplanements

	<u>Month YOY%</u>		<u>YTD YOY%</u>		<u>12YE YOY%</u>	
	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>
Jun20	(78.1)	(77.0)	(53.7)	(54.2)	(24.8)	(25.3)
Jul20	(69.9)	(78.4)	(56.3)	(58.2)	(31.6)	(33.1)
Aug20	(66.7)	(80.0)	(57.7)	(61.2)	(37.8)	(41.0)
Sep20	(63.0)	(76.5)	(58.3)	(62.8)	(43.1)	(47.3)
Oct20	(60.7)	(74.2)	(58.6)	(64.0)	(48.6)	(54.1)
Nov20	(60.2)	(75.3)	(58.7)	(65.0)	(53.4)	(59.9)
Dec20	(61.4)	(75.0)	(58.9)	(65.8)	(58.9)	(65.8)
Jan21	(61.1)	(75.9)	(61.1)	(75.9)	(63.6)	(71.7)
Feb21	(61.2)	(73.0)	(61.2)	(75.3)	(68.3)	(77.2)
Mar21	7.4	(20.9)	(45.8)	(63.5)	(66.5)	(77.1)
Apr21	*	*	(20.6)	(41.5)	(58.0)	(70.2)
May21	*	*	5.2	(18.4)	(47.7)	(62.0)
Jun21	*	*	27.6	0.6	(36.0)	(53.3)
Jul21				23.1		(39.9)

\* Percentage reflects a meaningless amount due to the reduced number of enplanements in April 2020.

Cargo

	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>	<u>NAM</u>	<u>ALB</u>
Jun20	11.7	11.8	2.2	8.7	1.1	10.0
Jul20	12.7	15.1	3.5	9.7	1.6	10.8
Aug20	1.5	1.8	3.3	8.6	1.8	10.7
Sept20	16.0	23.1	4.7	10.2	3.7	12.5
Oct20	10.0	9.8	5.3	10.1	4.5	12.6
Nov20	10.1	5.6	5.7	10.0	5.6	12.7
Dec20	15.5	4.0	6.5	9.2	6.5	9.2
Jan21	14.9	11.7	14.9	11.7	8.2	9.3
Feb21	4.0	11.5	9.9	11.6	8.4	8.4
Mar21	16.2	24.9	12.6	16.2	10.1	10.1
Apr21*	16.2	34.7	13.5	21.0	11.1	12.4
May21	5.2	12.3	11.7	19.0	11.5	13.2
Jun21	2.3	2.6	9.7	15.9	10.5	12.4
Jul21		1.9		13.6		11.2

\* adjusted

**Albany County Airport Authority  
Statements of Net Position**

	Unaudited July 31, 2020	Unaudited July 31, 2021
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Unrestricted Assets		
Cash and cash equivalents	\$ 19,959,848	\$ 20,821,890
Accounts receivable - net	1,123,513	714,126
Prepaid Expenses	460,709	450,519
Total Unrestricted Assets	21,544,070	21,986,535
Restricted Assets		
Operating and Renewal Reserves	7,624,275	7,105,568
CFC Funds	448,361	449,409
Capital Funds	5,908,381	5,425,714
PFC Funds	12,406,481	9,210,302
Revenue Bond Funds	12,179,066	11,367,475
Revenue Bonds in Escrow	44,825,991	--
FAA Restricted Funds	203,303	203,777
Concession Improvement Funds	697,266	698,892
Total Restricted Assets	84,293,124	34,461,137
Total Current Assets	105,837,194	56,447,672
<b>NON-CURRENT ASSETS</b>		
Bond Insurance Premiums	217,009	--
Capital Assets	296,124,538	286,895,519
Prepaid Expenses	225,103	225,103
Total Non-Current Assets	296,566,650	287,120,622
Total Assets	402,403,844	343,568,294
<b><u>DEFERRED OUTFLOWS OF RESOURCES</u></b>		
Refunding	2,145,790	1,802,374
OPEB Expenses	621,658	504,922
Pension Expenses	541,970	1,046,330
Total Deferred Outflows of Resources	3,309,418	3,353,626
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS</b>	405,713,262	346,921,920
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Payable from Unrestricted Assets	4,312,913	1,822,239
Payable from Restricted Assets	17,507,013	10,909,406
Total Current Liabilities	21,819,926	12,731,645
<b>NON-CURRENT LIABILITIES</b>		
Bonds and other debt obligations	128,767,110	77,033,440
Net OPEB liability	7,741,879	5,861,742
Net pension liability - proportionate share	469,033	1,250,081
Total Non-Current Liabilities	136,978,022	84,145,263
Total Liabilities	158,797,948	96,876,908
<b><u>DEFERRED INFLOWS OF RESOURCES</u></b>		
Concession Improvement Funds	630,300	667,086
OPEB expenses	48,217	1,552,848
Pension expenses	119,207	44,658
Total Deferred Inflows of Resources	797,724	2,264,592
<b><u>NET POSITION</u></b>		
Invested in Capital Assets, net of Related Debt	160,367,261	208,052,462
Restricted	75,441,809	26,464,830
Unrestricted	10,308,520	13,263,128
<b>Net Position</b>	246,117,590	247,780,420
<b>TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION</b>		
	\$ 405,713,262	\$ 346,921,920

**Albany County Airport Authority**  
**2021 Summary of Revenues, Expenses and Net Results**  
**For the seven months ended July 31, 2021**

	Current Month			Year to Date		
	2021 Budget	2020 Actual	2021 Actual	2021 Budget	2020 Actual	2021 Actual
<b>AIRPORT</b>						
<b>OPERATING REVENUES</b>						
Airline	\$ 1,023,709	\$ 924,456	\$ 1,078,482	\$ 7,165,961	\$ 6,819,609	\$ 6,635,041
Non-Airline	1,711,938	710,803	1,859,819	11,983,565	10,348,921	10,449,786
<b>Total Revenues</b>	<b>2,735,647</b>	<b>1,635,259</b>	<b>2,938,301</b>	<b>19,149,526</b>	<b>17,168,530</b>	<b>17,084,827</b>
<b>OPERATING EXPENSES</b>						
Personal Services	809,192	817,627	821,800	5,664,347	5,297,561	5,062,181
Employee Benefits	435,396	413,082	374,915	3,047,775	2,913,102	2,752,379
Utilities & Communications	161,782	102,795	136,584	1,210,475	1,115,846	1,131,404
Purchased Services	363,096	431,588	318,724	3,088,758	3,561,443	2,776,824
Material & Supplies	328,065	526,998	377,135	2,691,981	2,786,763	1,954,754
Office	59,866	59,057	46,478	419,063	442,265	314,756
Administration	59,641	23,591	85,061	429,488	298,040	357,914
<b>Total Expenses</b>	<b>2,217,038</b>	<b>2,374,738</b>	<b>2,160,697</b>	<b>16,551,887</b>	<b>16,415,020</b>	<b>14,350,212</b>
<b>AIRPORT OPERATING RESULTS</b>	<b>518,609</b>	<b>(739,479)</b>	<b>777,604</b>	<b>2,597,639</b>	<b>753,510</b>	<b>2,734,615</b>
<b>FBO OPERATING RESULTS</b>	<b>1,599</b>	<b>84,175</b>	<b>106,596</b>	<b>369,223</b>	<b>430,298</b>	<b>682,847</b>
<b>TOTAL OPERATING RESULTS</b>	<b>520,208</b>	<b>(655,304)</b>	<b>884,200</b>	<b>2,966,862</b>	<b>1,183,808</b>	<b>3,417,462</b>
<b>OTHER REVENUES (EXPENSES)</b>						
Interest Earnings	58,408	11,391	5,631	408,854	256,742	44,258
Passenger Facility Charges	303,214	345,076	303,214	2,122,498	2,415,532	2,122,498
ACAA Debt Service	(844,234)	(1,086,794)	(844,234)	(5,909,638)	(7,774,569)	(5,909,638)
Line of Credit Interest	-	(2,483)	-	-	(46,974)	-
Non-Capital Equipment	(136,208)	(17,786)	(143,149)	(953,458)	(65,824)	(278,289)
Insurance Recoveries	-	-	-	-	-	37,171
Customer Facility Charges Income	-	-	-	-	50	-
Grant Income	428,067	1,601,552	322,565	2,996,467	3,438,757	4,433,696
Improvement Charges	30,700	30,700	30,700	214,900	214,900	214,900
<b>Total Other Revenues(Expenses)</b>	<b>(160,053)</b>	<b>881,656</b>	<b>(325,273)</b>	<b>(1,120,377)</b>	<b>(1,561,386)</b>	<b>664,596</b>
<b>INCOME/(LOSS) BEFORE CAPITAL CONTRIBUTIONS</b>	<b>360,155</b>	<b>226,352</b>	<b>558,927</b>	<b>1,846,485</b>	<b>(377,578)</b>	<b>4,082,058</b>
<b>AIRLINE INCENTIVES</b>	<b>(33,333)</b>	<b>(78,973)</b>	<b>-</b>	<b>(233,333)</b>	<b>(285,212)</b>	<b>(80,352)</b>
<b>CAPITAL CONTRIBUTIONS</b>		<b>183,519</b>	<b>1,864,584</b>		<b>6,190,639</b>	<b>3,496,584</b>
<b>INCREASE IN NET POSITION</b>		<b>\$ 330,898</b>	<b>\$ 2,423,511</b>		<b>5,527,849</b>	<b>7,498,290</b>
<b>NET POSITION, BEGINNING OF PERIOD</b>					<b>240,589,741</b>	<b>240,282,130</b>
<b>NET POSITION, END OF PERIOD</b>					<b>\$ 246,117,590</b>	<b>\$ 247,780,420</b>
<b>RECONCIATION TO AIRLINE FUNDS REMAINING:</b>						
<b>NET RESULTS BEFORE RESERVES</b>	<b>360,155</b>	<b>226,352</b>	<b>558,927</b>	<b>1,846,485</b>	<b>(377,578)</b>	<b>4,082,058</b>
Less: Capital Improvements	(275,000)	(275,511)	(275,000)	(1,925,000)	(1,928,578)	(1,925,000)
Less: Reserve Requirements	23,409	(36,323)	23,409	163,861	(254,261)	163,861
<b>NET RESULTS</b>	<b>108,564</b>	<b>(85,482)</b>	<b>307,336</b>	<b>85,346</b>	<b>(2,560,417)</b>	<b>2,320,919</b>
Revenue Sharing:						
Transfer to/from Airlines (50%)	54,282	(42,741)	153,668	42,673	(42,741)	1,160,459
Authority Share (50%)	54,282	(42,741)	153,668	42,673	(1,280,209)	1,160,459
Less: Airline Incentives	(33,333)	(78,973)	-	(233,333)	(285,212)	(80,352)
<b>Net Authority Share</b>	<b>\$ 20,949</b>	<b>\$ (121,714)</b>	<b>\$ 153,668</b>	<b>\$ (190,660)</b>	<b>\$ (1,565,421)</b>	<b>\$ 1,080,107</b>

**Albany County Airport Authority**  
**Operating Revenues**  
**For the seven months ended July 31, 2021**

	Current Month			Year to Date		
	2021 Budget	2020 Actual	2021 Actual	2021 Budget	2020 Actual	2021 Actual
<b>AIRLINE REVENUES</b>						
<b>COMMERCIAL</b>						
Landing Fees-Signatory	\$ 367,755	\$ 231,259	\$ 462,752	\$ 2,574,284	\$ 1,821,743	\$ 2,135,601
Landing Fees-Non Signatory	18,990	0	0	132,932	0	14,090
Airline Apron Fees	63,186	64,849	66,296	442,301	455,560	464,074
Glycol Disposal Fee	30,025	0	0	210,177	169,096	161,246
<b>CARGO</b>						
Landing Fees-Signatory	53,171	44,621	55,671	372,200	287,115	396,102
Landing Fees-Non Signatory	5,179	0	3,958	36,253	0	27,812
<b>TERMINAL</b>						
Loading Bridges	44,841	59,592	44,841	313,886	417,145	313,886
Space Rental	440,561	524,136	443,951	3,083,927	3,668,950	3,118,576
Non-Signatory Per Turn Fee	0	0	1,013	0	0	3,655
<b>TOTAL AIRLINE REVENUES</b>	<b>1,023,709</b>	<b>924,456</b>	<b>1,078,482</b>	<b>7,165,961</b>	<b>6,819,609</b>	<b>6,635,041</b>
<b>NON-AIRLINE REVENUES</b>						
<b>AIRFIELD</b>						
Tenant Maintenance	2,500	2,258	2,673	17,500	19,322	23,942
<b>Total Airfield</b>	<b>2,500</b>	<b>2,258</b>	<b>2,673</b>	<b>17,500</b>	<b>19,322</b>	<b>23,942</b>
<b>TERMINAL</b>						
Utility Reimbursement	2,000	1,642	1,660	14,000	14,253	13,354
Tenant Maintenance	1,713	1,047	0	11,993	25,568	0
Space Rent - Non Airline	61,407	60,955	68,531	429,846	427,290	470,589
Food & Beverage	37,600	17,191	92,267	263,200	314,425	366,157
Retail	33,683	36,672	39,184	235,783	252,585	334,995
Advertising	12,500	(275,000)	0	87,500	145,299	104,432
Payphones	0	0	0	0	194	0
ATM	2,515	2,601	1,450	17,605	18,508	16,357
Operating Permits	21,150	10,674	(39)	148,050	119,435	114,987
Vending Machines	1,746	4,070	0	12,223	12,428	7,596
Baggage Cart Rentals	735	390	911	5,147	4,294	5,012
<b>Total Terminal</b>	<b>175,049</b>	<b>(139,760)</b>	<b>203,965</b>	<b>1,225,346</b>	<b>1,334,280</b>	<b>1,433,479</b>
<b>GROUND TRANSPORTATION</b>						
Parking	851,246	207,822	844,002	5,958,722	4,421,740	4,048,959
Rental Cars	249,883	244,886	389,213	1,749,183	1,485,099	1,982,380
Access Fees	16,597	808	3,416	116,178	82,091	54,026
TNCs	14,583	5,837	5,000	102,083	95,018	56,002
Garage Space Rent	8,376	8,123	8,190	58,633	54,847	57,701
<b>Total Ground Transportation</b>	<b>1,140,686</b>	<b>467,477</b>	<b>1,249,821</b>	<b>7,984,800</b>	<b>6,138,795</b>	<b>6,199,069</b>
<b>OTHER AIRPORT</b>						
Telephone System - Tenants	4,334	4,805	4,362	30,338	37,816	22,409
Building Rental	9,377	7,338	7,494	65,638	77,875	51,715
Control Tower Rental	55,481	55,481	55,481	388,369	388,369	388,369
Air Cargo Facility	36,110	32,005	40,831	252,768	300,515	242,668
State Executive Hangar	103,924	103,924	103,924	727,465	727,465	727,465
T Hangars	10,102	10,102	14,928	70,717	73,969	74,498
Tie Downs	241	241	245	1,687	1,687	1,712
AV Gas Fuel Sales	4,213	3,892	6,321	29,491	27,320	31,083
Industrial Park	49,602	47,933	48,876	347,216	333,094	338,277
Land Rental	27,528	27,380	29,568	192,696	188,245	194,515
Eclipse Hangar	28,911	28,290	25,141	202,374	198,027	175,989
Hangar Rental	38,037	43,852	48,574	266,257	304,940	337,929
Internet and Cable Access	552	885	885	3,862	4,450	4,195
Fingerprinting	2,000	2,555	3,861	14,000	13,871	18,308
Tenant Maintenance	83	0	0	583	0	0
Purchasing Proposals	83	0	0	583	75	0
Ebay/Scrap/Equipment Sales	417	1,131	0	2,917	2,595	2,005
Utility Reimbursement	13,000	8,022	9,025	91,000	98,018	104,398
Taxes	3,042	0	0	21,292	18,128	14,016
Other	6,667	2,993	3,846	46,667	60,066	63,745
<b>Total Other Airport</b>	<b>393,703</b>	<b>380,829</b>	<b>403,361</b>	<b>2,755,919</b>	<b>2,856,525</b>	<b>2,793,297</b>
<b>TOTAL NON AIRLINE REVENUES</b>	<b>1,711,938</b>	<b>710,803</b>	<b>1,859,819</b>	<b>11,983,565</b>	<b>10,348,921</b>	<b>10,449,786</b>
<b>TOTAL REVENUES</b>	<b>\$ 2,735,647</b>	<b>\$ 1,635,259</b>	<b>\$ 2,938,301</b>	<b>\$ 19,149,526</b>	<b>\$ 17,168,530</b>	<b>\$ 17,084,827</b>

**Albany County Airport Authority**  
**FBO Results**  
**For the seven months ended July 31, 2021**

	Current Month			Year to Date		
	2021 Budget	2020 Actual	2021 Actual	2021 Budget	2020 Actual	2021 Actual
<b>OPERATING REVENUES</b>						
Retail Fuel						
Jet A Fuel Sales	\$ 413,333	\$ 273,039	\$ 575,298	\$ 2,893,333	\$ 1,868,990	\$ 2,913,791
AvGas Fuel Sales	24,983	26,471	23,657	174,880	136,663	138,045
Commercial AvGas Fuel Sales	0	1,041	2,414	0	7,177	12,782
Auto & Diesel Fuel Sales	25,625	9,993	14,653	179,375	120,764	115,732
Retail Fuel Sales	463,941	310,544	616,022	3,247,588	2,133,594	3,180,350
Into Plane Fees	37,260	30,325	45,425	260,823	242,150	237,035
Fuel Farm Fees	32,170	27,568	44,582	225,188	222,882	216,465
General Aviation Landing Fees	13,458	15,158	27,477	94,203	91,295	129,797
Aircraft Parking Fees	12,336	11,122	19,605	86,353	75,798	94,018
Deicing Services	0	0	0	844,727	667,922	606,025
FBO Properties	27,481	28,750	28,880	192,364	240,914	211,878
FBO Services	5,629	3,235	6,214	39,401	36,126	51,531
<b>TOTAL REVENUES</b>	<b>592,274</b>	<b>426,701</b>	<b>788,206</b>	<b>4,990,647</b>	<b>3,710,681</b>	<b>4,727,099</b>
<b>COST OF SALES</b>						
Fuel Costs - Jet A	225,833	116,934	317,616	1,580,833	819,006	1,491,568
Fuel Discounts - Jet A	22,112	17,855	45,983	154,785	150,528	203,776
Fuel Costs - AvGas	27,510	12,619	16,477	192,570	92,502	88,622
Fuel Discounts - AvGas	370	715	406	2,587	2,933	2,457
Fuel Costs - Commercial AvGas	0	925	1,923	0	6,811	10,348
Fuel Costs - Auto & Diesel	13,861	8,799	8,739	97,028	91,966	80,316
Total Fuel Costs	289,686	157,846	391,145	2,027,803	1,163,745	1,877,087
Deicing Costs - Type I & IV	0	0	0	617,044	363,191	323,528
Catering, Oil & Other	375	0	0	2,625	1,473	0
Total Cost of Sales	290,061	157,846	391,145	2,647,473	1,528,409	2,200,615
Net Operating	302,213	268,855	397,061	2,343,174	2,182,272	2,526,484
<b>OPERATING EXPENSES</b>						
Personal Services						
Salaries	109,762	95,170	91,134	768,335	720,636	693,041
Overtime	16,288	6,057	20,643	114,015	59,843	97,233
Total Personal Services	126,050	101,227	111,778	882,350	780,479	790,274
Employee Benefits	40,761	48,726	47,187	285,325	326,567	314,383
Utilities & Communications	6,573	3,948	7,419	46,009	47,138	53,795
Purchased Services	76,701	8,250	78,663	406,557	352,520	387,871
Materials & Supplies						
Buildings	6,342	1,812	8,157	44,395	26,227	35,385
Grounds	3,167	810	2,270	22,167	12,544	7,595
Vehicles	27,138	15,279	21,784	189,963	123,337	158,084
Total Materials & Supplies	36,646	17,901	32,211	256,524	162,108	201,064
Administrative Expenses	13,884	4,628	13,207	97,186	83,162	96,251
Non-Capital Equipment	0	0	0	0	0	0
<b>TOTAL EXPENSES</b>	<b>300,614</b>	<b>184,680</b>	<b>290,464</b>	<b>1,973,951</b>	<b>1,751,974</b>	<b>1,843,637</b>
<b>FBO Net Operating Results</b>	<b>\$ 1,599</b>	<b>\$ 84,175</b>	<b>\$ 106,596</b>	<b>\$ 369,223</b>	<b>\$ 430,298</b>	<b>\$ 682,847</b>

**Airport Operating (does not include FBO)**  
**YTD Budget vs. Actual High/Low by Category Report**

For the 7 month period ending July 30/31, 2021

		<b>Budget</b>	<b>Actual</b>	<b>Variance</b>	<b>Cumulative Variance</b>
<b>Salaries Expense</b>					
34	12020	16,440	15,320	1,120	1,120
34	13000	5,833		5,833	6,954
34	12010	374,976	343,002	31,974	38,928
34	11005	119,964	76,839	43,125	82,053
34	11000	5,147,133	4,627,020	520,113	602,166
		<u>5,664,347</u>	<u>5,062,181</u>	<u>602,166</u>	
<b>Other Employee Expenses</b>					
35	29000	136,831	149,767	(12,936)	(12,936)
35	25000	25,492	28,454	(2,963)	(15,899)
35	24010	565	1,241	(676)	(16,575)
35	23000	3,791	4,023	(232)	(16,807)
35	22300	3,665	3,707	(43)	(16,850)
35	22105	233,333	233,333	0	(16,849)
35	22200	25,151	24,585	566	(16,283)
35	24015	700		700	(15,583)
35	24000	12,600	9,120	3,480	(12,103)
35	25005	18,851	13,319	5,532	(6,571)
35	26010	78,390	68,079	10,311	3,740
35	26020	52,693	42,197	10,496	14,236
35	29001	110,982	93,134	17,847	32,084
35	21000	404,020	373,242	30,778	62,861
35	26030	296,655	208,076	88,579	151,440
35	22000	1,644,056	1,500,101	143,956	295,396
		<u>3,047,775</u>	<u>2,752,379</u>	<u>295,396</u>	
<b>Utilities</b>					
36	34000	85,875	117,458	(31,583)	(31,583)
36	33000	146,689	161,730	(15,041)	(46,625)
36	36015	8,654	9,115	(461)	(47,086)
36	36018	88	1	87	(46,999)
36	36010	10,124	9,994	130	(46,869)
36	36012	2,392	1,665	726	(46,143)
36	36060	3,351	1,766	1,586	(44,557)
36	36016	1,750	14	1,736	(42,821)
36	36032	26,607	22,958	3,649	(39,173)
36	36030	37,800	31,977	5,823	(33,350)
36	36011	9,269	2,406	6,864	(26,487)
36	36017	7,172	17	7,155	(19,332)
36	36020	32,397	16,303	16,094	(3,238)
36	31000	762,738	723,646	39,091	35,853
36	35000	75,571	32,353	43,217	79,071
		<u>1,210,475</u>	<u>1,131,404</u>	<u>79,071</u>	
<b>Purchased Services</b>					
37	44000	928,589	1,043,555	(114,965)	(114,965)
37	42093	30,000	65,000	(35,000)	(149,965)
37	49010	0	25,000	(25,000)	(174,965)
37	47000	37,917	58,763	(20,846)	(195,811)
37	41010	58,333	65,564	(7,231)	(203,042)
37	42080	11,420	14,616	(3,196)	(206,238)
37	46020	88,158	89,925	(1,767)	(208,004)
37	49015	28,000	29,528	(1,528)	(209,532)
37	41020	0		0	(209,532)
37	44020	0		0	(209,532)
37	46013	0	0	0	(209,532)
37	49040	247,917	247,917	0	(209,532)
37	42065	7,595	6,868	727	(208,805)
37	42090	18,102	16,170	1,932	(206,873)
37	46010	59,792	56,657	3,135	(203,738)
37	44010	5,250		5,250	(198,488)
37	42041	40,652	35,350	5,302	(193,186)
37	49020	17,500	12,000	5,500	(187,686)
37	49070	72,917	66,000	6,917	(180,769)
37	42095	9,042	1,549	7,492	(173,277)
37	47010	14,000	2,508	11,492	(161,785)
37	42070	45,557	33,726	11,831	(149,954)
37	49005	14,583	2,500	12,083	(137,871)
37	44030	14,583		14,583	(123,287)

**Airport Operating (does not include FBO)**  
**YTD Budget vs. Actual High/Low by Category Report**

For the 7 month period ending July 30/31, 2021

		Budget	Actual	Variance	Cumulative Variance	
37	45010	Refuse Removal Services	43,344	26,963	16,381	(106,906)
37	42020	Automotive Insurance	80,304	61,036	19,268	(87,637)
37	45000	Janitorial Services	307,137	286,506	20,631	(67,006)
37	46012	Artistic Exhibits	52,924	30,885	22,039	(44,967)
37	42060	Property Insurance	247,740	222,693	25,047	(19,919)
37	49060	Code Enforcement	67,783	41,770	26,013	6,094
37	43000	Legal Services	29,167		29,167	35,260
37	42010	Airport Liability Insurance	295,912	227,213	68,699	103,959
37	46015	Advertising	87,500	6,565	80,936	184,895
37	44005	Perimeter Security	127,040		127,040	311,935
			<u>3,088,758</u>	<u>2,776,824</u>	<u>311,935</u>	
<b>Material &amp; Supplies</b>						
38	53010	Landscaping	7,554	57,416	(49,862)	(49,862)
38	52051	Control Tower Maintenance	175,000	201,721	(26,721)	(76,582)
38	53090	T-Hangar Maintenance	58,100	74,315	(16,215)	(92,798)
38	51015	Apron Maintenance	26,250	41,585	(15,335)	(108,133)
38	51057	System Maintenance & Repairs	87,500	100,690	(13,190)	(121,323)
38	54070	Vehicle Shop Tools & Supplies	26,250	37,027	(10,777)	(132,100)
38	51016	Runway Painting	18,375	28,592	(10,217)	(142,317)
38	52012	Card Access System	43,750	52,654	(8,904)	(151,221)
38	53040	Sign Expense	5,688	13,724	(8,037)	(159,258)
38	54010	Gasoline	26,635	34,080	(7,445)	(166,703)
38	52032	Elevator Repairs & Supplies	57,167	64,338	(7,172)	(173,875)
38	51031	ARFF Supplies	12,717	19,590	(6,873)	(180,748)
38	52031	Electrical Repairs & Supplies	139,358	144,580	(5,222)	(185,970)
38	52080	Sign Expense	1,633	6,392	(4,759)	(190,729)
38	51052	Wastewater Conveyance	4,375	7,500	(3,125)	(193,854)
38	51020	Rubber Removal	20,417	22,091	(1,675)	(195,528)
38	52059	Storage Space Rental	4,375	5,495	(1,120)	(196,648)
38	52040	Fire Equipment Services	7,953	8,787	(834)	(197,481)
38	51017	Airfield Shop Supplies	13,125	13,811	(686)	(198,168)
38	54045	ARFF Vehicle Repair & Maintenan	10,500	11,094	(594)	(198,761)
38	52061	Building Materials	0	0	0	(198,761)
38	53085	Land Lease	9,004	9,004	0	(198,761)
38	51030	EMS Supplies	8,333	8,326	7	(198,755)
38	53045	Catch Basin Maintenance	263		263	(198,492)
38	52041	Fire Equipment Testing	1,631	1,277	354	(198,138)
38	53070	Hazardous Waste Management	2,100	1,674	426	(197,712)
38	53020	Fencing	525		525	(197,187)
38	51032	Hazardous Material Supplies	2,917	2,202	715	(196,472)
38	54030	General Equipment Repair & Mainte	25,375	24,627	748	(195,724)
38	53041	Traffic Light Repairs	1,167		1,167	(194,558)
38	51011	Airfield Lighting	46,667	45,209	1,457	(193,100)
38	51055	Water District Charges	14,583	12,575	2,009	(191,091)
38	53078	Liquid Waste Disposal	2,100		2,100	(188,991)
38	52037	Pest Control	24,738	22,604	2,134	(186,858)
38	51014	Pavement Repairs	3,150	784	2,366	(184,492)
38	53071	Wildlife Hazard Management	22,167	19,626	2,541	(181,951)
38	54040	Heavy Equipment Maintenance	35,000	32,457	2,543	(179,408)
38	51053	Electric	64,167	61,557	2,610	(176,798)
38	51010	Fencing	4,667	2,037	2,630	(174,168)
38	51054	Sewer District Charges	2,917		2,917	(171,251)
38	54022	Vehicle Communication Equipment	3,733	548	3,186	(168,066)
38	54060	Mower Repair & Maintenance	7,875	3,713	4,162	(163,903)
38	53060	Dump Fees - Landfill	4,830	188	4,642	(159,261)
38	54013	Vehicle/Equipment Tires	18,900	13,793	5,107	(154,154)
38	52036	Automatic Door Repairs & Supplies	7,292	2,013	5,279	(148,875)
38	52090	Flight Information Displays	30,260	24,388	5,872	(143,003)
38	52014	Key Access System	9,625	3,687	5,938	(137,065)
38	54012	Oil / Grease	13,125	6,134	6,991	(130,074)
38	53048	Snow Removal Supplies	39,650	31,908	7,742	(122,332)
38	52013	CCTV Repair	24,500	15,360	9,140	(113,192)
38	51033	ARFF Foam	15,121	4,590	10,531	(102,660)
38	52071	ID Tags	20,417	9,688	10,728	(91,932)
38	52020	Baggage System	11,667	180	11,487	(80,445)
38	52034	Roof	13,125	795	12,330	(68,116)
38	53051	NYS Police Hangar Maintenance	72,917	59,692	13,225	(54,891)
38	54015	CNG Fuel	13,417	(628)	14,044	(40,846)



**Albany County Airport Authority**  
**Airport Operating (does not include FBO)**  
**YTD Budget vs. Actual High/Low by Category Report**

For the 7 month period ending July 30/31, 2021

			<b>Budget</b>	<b>Actual</b>	<b>Variance</b>	<b>Cumulative Variance</b>
38	52033	HVAC	105,146	90,192	14,954	(25,892)
38	54011	Diesel Fuel	64,167	48,950	15,217	(10,676)
38	54021	Vehicle Repair & Maintenance	42,583	27,174	15,409	4,733
38	52010	Alarm & PA Systems	53,324	36,925	16,398	21,132
38	52050	US Customs	29,517	3,473	26,044	47,176
38	54050	Snow Equipment Repair & Maintena	52,500	13,500	39,000	86,176
38	52063	Window Washing	43,161	3,577	39,584	125,760
38	53030	Pavement Repairs	58,333	2,052	56,282	182,041
38	52035	Plumbing Repairs & Supplies	92,458	28,457	64,001	246,043
38	52062	Janitorial Supplies	141,129	61,256	79,873	325,916
38	51019	Snow Removal Supplies	162,175	42,946	119,229	445,144
38	53050	Snow Removal Services	193,700	67,948	125,752	570,896
38	52060	Building Maintenance	329,146	156,635	172,511	743,407
			<u>2,691,981</u>	<u>1,948,574</u>	<u>743,407</u>	
<b>Office/Administration</b>						
39	66070	COVID Related Expenses	0	67,140	(67,140)	(67,140)
39	55016	Computer Equipment	28,137	45,103	(16,966)	(84,106)
39	66000	Dues & Subscriptions	30,770	36,808	(6,038)	(90,144)
39	66013	Function Refreshments	8,750	12,545	(3,795)	(93,939)
39	66062	Bank & Paying Agent Fees	4,083	7,290	(3,206)	(97,145)
39	55070	Payroll Services	21,292	23,342	(2,050)	(99,195)
39	55011	Copy Machine Use	583	2,025	(1,442)	(100,637)
39	55032	Printing Outside Services	11,667	13,005	(1,339)	(101,976)
39	55041	Express Mail	0	89	(89)	(102,065)
39	66002	A.A.A.E. Memberships	0	0	0	(102,065)
39	66007	Local Chamber of Commerce	0	0	0	(102,065)
39	66011	Authority Board Travel & Education	292		292	(101,773)
39	66050	Property Taxes	12,000	11,557	443	(101,330)
39	55012	Office Equipment Service Agreeemer	5,482	4,906	576	(100,754)
39	55014	Computer Systems	26,542	25,931	610	(100,144)
39	55050	Reference Materials	992		992	(99,152)
39	55060	Office Supplies	16,710	15,479	1,230	(97,922)
39	66020	Tuition Reimbursement	1,458		1,458	(96,463)
39	55040	Postage	5,250	3,065	2,185	(94,278)
39	66040	Licenses & Permits	2,246		2,246	(92,032)
39	55020	Office Furniture & Fixtures	10,413	7,567	2,846	(89,187)
39	66014	Outside Functions	2,917		2,917	(86,270)
39	55010	Office Equipment Rental	9,504	6,272	3,232	(83,038)
39	66030	Advertising - Public Meetings	12,833	9,007	3,826	(79,212)
39	66010	Training / Travel	41,822	37,636	4,186	(75,026)
39	55030	Printed Forms / Letterhead	4,725	165	4,560	(70,466)
39	66012	Authority Management Travel & Edu	13,650	1,581	12,069	(58,397)
39	66061	EZ Pass Fees	70,000	33,568	36,432	(21,965)
39	66060	Credit Card Service Charges	228,667	126,782	101,884	79,920
39	55015	Hardware/Software Maint Support	277,767	167,789	109,978	189,898
			<u>848,551</u>	<u>658,653</u>	<u>189,898</u>	
			<b>\$16,551,887</b>	<b>\$14,330,014</b>	<b>\$ 2,221,872</b>	

## Notes to Financial Statements

### 1. Accounting Basis

This financial information is presented for the purposes of comparing budget to actual results and for indicating generally how revenues and expenses have compared to budgeted revenues and expenses through on a monthly basis. The financial information presented herewith is prepared on the Albany County Airport Authority's budgetary basis of accounting.

This report includes preliminary operating and performance statistics, and financial forecasts based upon the budgetary basis of accounting estimates that involve uncertainties that could result in actual financial results differing materially from preliminary estimates.

### 2. Cash Reserves

2021 Operating Budget - Airport	\$29,813,717
2021 Operating Budget – FBO	7,720,611
2021 Debt Service	10,130,800
2021 Debt Service Paid by PFCs	( 3,638,568)
	<u>\$44,026,560</u>

Monthly Cash Outflow (\$44,026,560/12)  
\$3,668,880

Months Operating Reserves Unrestricted  
\$20,821,890/\$3,668,880 ~ 5.67 months

Months Operating Reserves Restricted  
\$6,600,000/\$3,127,860 ~ 2.11 months

(\$37,534,328 FY21Budg/12 = \$3,127,860)

	Unrest.	Restr	Total
Apr 20			7.10
May 20			6.90
Jun 20			7.70
Jul 20			7.25
Aug20	4.85	2.0	6.85
Sep20	5.37	2.0	7.37
Oct20	5.31	2.0	7.31
Nov20	5.14	2.0	7.14
Dec20	5.63	2.0	7.63
Jan21	5.30	2.0	7.30
Feb21	5.22	2.0	7.22
Mar21	5.26	2.0	7.26
Apr21	4.63	2.1	6.73
May21	5.23	2.1	7.33
Jun21	5.50	2.1	7.71
Jul21	5.67	2.1	7.77

### 3. Accounts Receivable

The amount of accounts receivables, shown as days of average annual (2021 Budget) daily revenues, is as follows:

$$\$45,747,662 / 365 = \$125,336$$

$$\$714,126 / \$125,336 = 5.70$$

Apr 20	10.91
May 20	17.76
Jun 20	7.45
Jul 20	8.99
Aug 20	10.04
Sep 20	4.52
Oct20	4.65
Nov20	4.46
Dec20	3.75
Jan21	8.52
Feb21	11.47
Mar21	2.36
Apr21	0.74
May21	4.10
Jun21	4.98
Jul21	5.70

### 4. Capital Assets

The following are capital expenditures that are greater than \$50,000 and have a useful life greater than one year:

	Collected
Land	\$ 48,201,829
Buildings	247,884,827
Equipment	18,740,620
Improvements	<u>268,513,971</u>
	583,341,247
Accumulated Depreciation	<u>(302,821,541)</u>
	280,519,706
Construction In Progress	<u>6,375,813</u>
	<b>\$286,895,519</b>

### 5. COVID Relief Funding

The following are grant amounts awarded to the Authority. Revenue is recognized when expenses are submitted for reimbursement, not when they are awarded.

	Awarded	Collected
AIP143	\$15,277,876	\$15,277,876
AIP144	5,093,917	-
AIP145	320,510	-
AIP146-ARPA	13,395,263	-
Jobs Act of 21	<u>28,551,945</u>	-
	<b>\$62,633,508</b>	<b>\$15,277,876</b>

**Albany International Airport  
Statistics  
For the six month period ending July 31, 2021**

	Current Month			Year to Date			12 Month Running	
	Budget	2020	2021	Budget	2020	2021	2020	2021
<b>Total Enplanements</b>	78,333 45.7%	31,092	114,106 267.0%	548,333	368,932	453,985 23.1%	1,005,989	605,082 -39.9%
<b>Operations</b>								
<i>Passenger</i>	1,799	1,548	2,346	12,590	12,434	11,958	26,926	19,128
<i>Cargo</i>	185	284	276	1,296	1,794	1,914	3,348	3,294
<i>Charter, Corporate &amp; Divers</i>	185	172	383	1,294	1,192	1,805	2,816	2,803
<i>General Aviation</i>	1,122	1,367	1,316	7,851	7,459	7,742	13,947	14,507
<i>Military</i>	303	507	296	2,120	2,186	1,932	3,250	3,233
<b>Total Operations</b>	3,593 28.5%	3,878	4,617 19.1%	25,150	25,065	25,351 1.1%	50,287	42,965 -14.6%
<b>Landed Weight (000)</b>	94,318 20.8%	75,300	113,918 51.3%	660,228	590,959	529,084 -10.5%	1,277,826	846,260 -33.8%
<b>Cargo/Mail &amp; Express</b>	1,585 21.2%	1,886	1,921 1.9%	11,094	11,734	13,331 13.6%	21,088	23,454 11.2%
<b>Jet A Gallons</b>	83,333 43.9%	67,735	119,897 77.0%	583,333	472,197	634,988 34.5%	1,023,603	1,042,403 1.8%
<b>AvGas Gallons</b>	5,007 -16.5%	6,012	4,181 -30.5%	35,046	31,064	26,292 -15.4%	62,761	57,596 -8.2%
<b>Deicing Consortium</b>	0	0	0	62,955	36,902	34,548	77,839	50,754
<b>Deicing sprayed/retail</b>	0	0	0	37,050	40,868	38,864	82,937	49,159
Parking Revenue	\$ 851,246	\$ 207,822	\$ 844,002	\$ 5,958,722	\$ 4,421,740	\$ 4,048,959	\$ 16,455,276	\$ 5,101,610
Revenue per enplanement		\$ 6.68	\$ 7.40		\$ 11.99	\$ 8.92	\$ 16.36	\$ 8.43
Transactions		14,046	44,699		178,635	192,143	441,937	258,873
Average transaction		\$ 14.80	\$ 18.88		\$ 24.75	\$ 21.07	\$ 37.23	\$ 19.71
<b>Concession Sales</b>								
Rental Cars		\$ 2,448,847	\$ 7,203,303		\$ 14,500,399	\$ 23,134,918	\$ 39,929,320	\$ 33,350,247
Food and Beverage		\$ 131,140	\$ 647,642		\$ 2,403,005	\$ 2,507,670	\$ 6,438,471	\$ 3,221,053
Revenue per enplanement		\$ 4.22	\$ 5.68		\$ 6.51	\$ 5.52	\$ 6.40	\$ 5.32
Retail		\$ 131,221	\$ 412,268		\$ 1,106,514	\$ 1,653,293	\$ 2,944,705	\$ 2,189,760
Revenue per enplanement		\$ 4.22	\$ 3.61		\$ 3.00	\$ 3.64	\$ 2.93	\$ 3.62

**SCHEDULED AIRLINE PASSENGER SERVICE**

Monthly Scheduled Flights are as follows:

	Airlines	Non-Stop Destination Airports	Non-Stop Destination Cities <sup>(1)</sup>	Scheduled Flights	Average Flights per Day	Monthly Seats Available	Monthly Landed Weight (lbs.)	Enplane.
Jan2020	7	17	13	1,391	44.9	141,803	147,829,062	114,119
Jul20	7	16	13	779	25.1	82,887	87,150,492	31,092
Aug20	7	17	13	937	30.2	103,399	106,554,438	29,022
Sep20	7	14	12	642	21.4	63,168	64,144,804	28,257
Oct20	7	16	13	740	23.9	67,992	68,410,190	35,274
Nov20	7	16	12	735	24.5	68,806	73,145,608	29,089
Dec20	7	16	12	693	22.4	64,017	67,995,130	29,455
Jan21	7	15	11	622	20.6	56,129	58,693,922	25,665
Feb21	7	16	11	560	20.0	50,558	52,562,092	30,538
Mar21	7	15	10	688	22.2	67,958	67,148,188	49,504
Apr21	7	14	11	841	28.0	79,363	79,959,604	66,435
May21	7	17	14	1,097	35.4	106,783	108,428,900	79,125
Jun21	7	19	14	991	33.0	97,420	96,959,934	88,614
Jul21	7	19	15	1,100	35.5	114,081	111,304,466	114,106
Aug21	7	19	15	1,165	37.9	123,051	125,168,610	125,500E
Sep21	7	17	13	1,129	37.6	120,713	116,138,848	96,570E

<sup>(1)</sup> Four (4) cities may be served by two or more airports; Chicago (ORD/MDW), Orlando (MCO/SFB), Tampa (TPA/PIE/PGD), and Washington DC (DCA/IAD).

Weekly schedule flight changes are as follows:

		<u>Year-To-Date (net)</u>									
		Week		Week		Week		Week		Week	
		#34-2021	+	(-) #38-2021	#03-2021	+	(-) #38-2021	#13-2020			
1	ATL Atlanta, GA	21	-	(1) 20	7	14	( 1) 20	20			
2	BDL Hartford, CT	-	-	- -	-	1	( 1) -	-			
3	BWI Baltimore, MD	27	-	(3) 24	14	23	(13) 24	28			
4	MDW Chicago-Midway	17	-	(5) 12	6	16	(10) 12	12			
5	ORD Chicago-O'Hare	41	8	- 49	14	51	(16) 49	46			
6	CLT Charlotte, NC	21	-	- 21	18	4	( 1) 21	28			
7	DEN Denver, CO	10	-	(3) 7	-	10	( 3) 7	6			
8	DTW Detroit, MI	24	1	- 25	19	6	- 25	25			
9	FLL Fort Lauderdale, FL	7	-	- 7	1	8	(2) 7	14			
10	RSW Fort Myers, FL	-	-	- -	-	-	- -	5			
11	MSP Minneapolis, MN	-	-	- -	-	-	- -	6			
11	MYR Myrtle Beach, SC	3	-	(1) 2	-	3	( 1) 2	-			
12	BNA Nashville, TN	2	-	(2) -	-	2	( 2) -	-			
13	EWL Newark, NJ	7	-	- 7	7	14	(14) 7	27			
14	MCO Orlando, FL	17	2	- 19	10	11	( 2) 19	24			
15	SFB Orlando/Sanford, FL	2	-	(2) -	-	5	( 5) -	3			
16	PHL Philadelphia, PA	27	-	- 27	13	15	( 1) 27	42			
17	PGD Tampa/Punta Gorda, FL	2	-	- 2	2	3	( 3) 2	2			
18	TPA Tampa, FL	2	-	(1) 1	1	2	( 2) 1	10			
19	PIE Tampa/St. Pete, FL	2	-	- 2	2	2	( 2) 2	2			
20	DCA Washington DC-Reagan	18	2	- 20	5	17	( 2) 20	33			
21	IAD Washington DC-Dulles	<u>21</u>	<u>-</u>	<u>- 21</u>	<u>12</u>	<u>18</u>	<u>( 9) 21</u>	<u>21</u>			
		<b>271</b>	<b>13</b>	<b>(18) 266</b>	<b>131</b>	<b>225</b>	<b>(90) 266</b>	<b>354</b>			

July 30, 2021

Full Time Positions

	<b>Budget Full Time</b>	<b>Budget Part Time</b>	<b>Budget Total</b>	<b>Filled Full Time</b>	<b>Vacant Full Time</b>	<b>In Process To Fill</b>
<b>AvPORTS</b>						
Feb	151	18	169	128	23	8
Mar	151	18	169	129	22	6
Apr	155 (adj)	18	173	132	23	7
May	155	19	174	131	23	7
Jun	155	19	174	132	23	7
Jul	155	19	174	132	23	7
<b>FBO</b>						
Feb	33	-	33	32	1	1
Mar	33	-	33	33	-	-
Apr	33	-	33	30	3	3
May	33	-	33	30	3	3
Jun	33	-	33	29	4	4
Jul	33	-	33	29	4	4
<b>ACAA</b>						
Feb	21	3	24	21	-	-
Mar	21	3	24	22	-	-
Apr	20 (adj)	3	23	21	-	-
May	20	3	23	20	-	-
Jun	20	3	23	20	-	-
Jul	20	3	23	20	-	-
<hr/>						
Total						
Feb	205	21	226	181	24	9
Mar	205	21	226	184	23	6
Apr	208	21	229	183	26	10
May	208	22	230	181	26	10
Jun	208	22	230	181	27	11
Jul	208	22	230	181	27	11

## **AGENDA ITEM NO. 5**

### **Project Development**



## PROJECT STATUS REPORT

September 13, 2021

### I. AIRSIDE IMPROVEMENTS

#### A) Runway 19 Obstruction Tree Removal

The FAA cited groups of trees on the Runway 19 Safety Area that had grown high enough to be listed as an obstruction, which would reduce the aircraft approach minimums. To maintain the existing approaches at 34 to 1 ratio, it was determined that there would need to be selective tree topping and tree removal in the Runway Protection Zone (RPZ) of Runway 19. The adjacent property owners have been contacted regarding the proposed work. The work will be completed by the end of September 2021.

#### B) Taxiway A Pavement Rehabilitation design (Contract S-1064)

Rifenburg Construction was the low bidder, working with McFarland Johnson Engineering doing construction inspection. Rifenburg mobilized in mid –August and began work on the north end of Taxiway A. The contractor is working nights with Airport Operations arranging nightly Taxiway closures. The Contractor is progressing southward on Taxiway A and scheduling their work to be completed in November 2021.

#### C) Replacement of Boarding Bridges A3, A5, B10, & C1 (Contract No. S-1039)

AERO Bridge worked with C & S Engineering to start installation of Gate A5 on May 10, 2021 work to install all four new bridges was completed late August. Removal of the OTW (over the wing) bridges at Gates C2 & C3 was started mid-August and completed on September 10. AERO Bridge is completing punchlist items and working on contract closeout which will be complete in October 2021.

**D) Construction of a New Hangar (Contract #S-21-1081)**

The ACAA Board approved negotiations with C & S Engineering at the July 2021 Board Meeting. C & S Engineering was the design firm selected by the review committee. C & S Engineering will submit a proposed fee based on the funding available for the project.

**II. LANDSIDE IMPROVEMENTS**

**A) Main Terminal Alarm Replacement (Contract No. 20-1075-FP)**

Contract 20-1075-FP was awarded to Hewitt & Young Electric. This project is to replace the existing Terminal alarm system, which is beyond its 20 year working life. The project will replace the existing equipment with the latest in fire and smoke detection technology, which can be upgraded to extend its working life. The contractor has completed the Terminal mapping of the existing system and created a plan to install the new equipment. The new equipment has been ordered and the contractor has been installing hangers and mounting systems while the new equipment is manufacturer.

**B) Air Traffic Control Tower (Contract 1013-R & EV)**

The FAA as part of the lease renewal, requested some upgrades to their facility. The roof replacement project (1013-R) for the facility was advertised and bid in June 2021, but the bid were extremely high due to material shortages. The roof project will be re-bid in the Spring of 2022 when materials are more available. The elevator replacement project (1013-EV) was awarded last Board meeting to Kone under NYS Contract pricing and the shop drawings are being reviewed.

**C) MDF (Main Distribution Frame) Room Fire Protection**

Condor Fire Sprinkler was awarded the contract. The work includes the installation of a new dry fire protection system in the MDF room where all the Airport computer, telephone and security system are routed back to. This project is replacing the existing sprinkler system that currently serves as fire protection, eliminating the possibility system failure due to sprinklers going off. Condor has completed the installation and is currently testing the system as required by NYS Fire Code.

**D) HVCC Aircraft Technician School**

HVCC and ACAA worked together to get the classrooms set up at 6 Jetway Drive, so classes could begin on August 30, 2021. The construction of the lab area is ongoing, HVCC and their architect submitted the plans for a Building Permit and HVCC is interviewing contractors. HVCC plans to start work in mid-September to be completed by January 1, 2022. HVCC has begun moving their equipment into the hangar area.



**E) Terminal Pre-TSA Expansion (Contract #S-21-1082)**

The ACAA Board approved negotiations with CHA Companies, the design firm selected by the review committee. CHA will submit a fee proposal once the funding has been approved. The design is to accommodate the rising number of passengers going through the Terminal while still maintaining “social distancing” in accordance with CDC guidelines. This project would extend the existing Terminal second floor over the existing Terminal drive and Commercial lanes and integrating the existing pedestrian bridge which allow for a larger Pre-TSA queueing area to accommodate the rising number of passengers using the Airport.

**AGENDA ITEM NO. 6**

**Counsel**



*Handwritten mark or signature.*

**MEMO:** September 13, 2021  
**TO:** Albany County Airport Authority Board Members  
**FROM:** Christine C. Quinn, Esq., Authority Counsel

- HERO Act Update

## **AGENDA ITEM NO. 7**

### **Concessions/Ambassador Program**



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Monday, September 13, 2021

## Concessions & Ambassador Program Report

August Minority Percentages in the Concession's Workforce

70 Concession Employees

35 Minorities

50% Participation

Date	HMSHost	OHM	Paradies	Dunkin
Sep-20	0/6=0%	9/11=82%	5/11=45%	3/6=50%
Oct-20	1/6=17%	10/12=83%	5/10=50%	3/6=50%
Nov-20	1/6=17%	14/16=88%	6/12=50%	3/5=60%
Dec-20	1/6=17%	13/17=76%	6/12=50%	2/5=40%
Jan-21	1/6=17%	12/19=63%	6/12=50%	1/4=25%
Feb-21	2/9=22%	17/23=74%	5/10=50%	2/5=40%
Mar-21	2/9=22%	12/25=48%	5/10=50%	3/5=60%
Apr-21	4/14=28.5%	12/24=50%	5/11=45%	3/6=50%
May-21	5/16=31.2%	15/25=20%	5/12=22.5%	4/7=57%
Jun-21	6/21=28.5%	15/25=60%	6/11=54.5%	4/7=57%
Jul-21	8/27=29.6%	13/25=52%	5/11=45.45%	2/7=28.5%
Aug-21	12/23=52%	14/30=46.6%	5/10=50%	4/7=57%

### Concessions

#### **HMSHost**

Silks of Saratoga – Open (10:00 a.m. – 6:00 p.m.) Daily

Starbucks – Open (4:00 a.m. – 6:00 p.m.) Daily

The Local – closed

Burger King – closed

Adirondack Lodge – closed

Hudson Valley Beer Union – Open (10:00 a.m. – 6:00 p.m.) Daily

Dunkin Donuts – Open (4:00 a.m. – 8:00 p.m.) Daily

#### **OHM**

Empire Deli – Open (11:00 a.m. - 6:00 p.m.) Daily

Wolfgang Puck Pizza - closed

Chick fil A – Open (5:00 a.m. – 6:00 p.m.) Monday - Saturday

#### **Paradies**

Gift/News on A – intermittent hours

Gift News on B – intermittent hours

Gift/News on C – open 4:30 am through to the last departure

#### **Vending**

To accomodate passengers and employees after hours Vending Machines have been installed on all three Concourses.



## Ambassador Program

<b>Tours</b>												<b>YTD</b>
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
0	0	0	0	0	0	0	0	0				0

<b>Canines</b>												
0	0	0	0	0	0	0	0	resuming				0
this month												

<b>Ambassador Hours</b>												
238	567	408	424	409	438	421	479					

<b>Guests Served</b>												
49	50	96	1569	2470	4225	4454	4628					
Airside					2722	2793	3010					
Landside					1503	1661	1618					

<b>Business Center</b>												
49	50	96	122	131	172	181	80					

## **AGENDA ITEM NO. 8**

**Public Affairs**



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## Public Affairs Report September 13, 2021

### Afghan Family Arrives

Our Airport family and local media welcomed the arrival of a family of Afghan refugees. The mother her four children ages 7-18 arrived on August 30<sup>th</sup>. Their mother had met them in Washington D.C. before flying to Albany. "Thank you," the mother repeated as she arrived at the airline gate. "We are so happy, we're floating in the sky."



Times Union Photograph

### Baseball Hall of Fame

The Airport again played host beginning on September 4<sup>th</sup> to 50 or more autograph seekers that camped out in baggage claim hoping for a chance to obtain an autograph from players arriving for the 2021 Induction Ceremony at the Baseball Hall of Fame in Cooperstown. The 2021 Induction Ceremony took place on September 8<sup>th</sup> and honored the members of the Class of 2020 including Derek Jeter, Marvin Miller, Ted Simmons and Larry Walker.



Times Union Photograph

### 9/11 Memorial Service

Each year on September 11<sup>th</sup>, the Airport Authority pays tribute to the victims of the 9-11 Attack on America and the first responders that worked tirelessly to save lives. Representatives of American Airlines and United Airlines lay a wreath at the foot out the Airport's 9-11 memorial. This year's program will feature a piper, the CBA Honor Guard as well as a bugler along with remarks from Airport CEO Philip Calderone, County Executive Daniel McCoy, Albany County Sheriff Craig Apple and Federal Security Director Bart Johnson. Rev. Kenneth Doyle, former Chairman of the Airport Authority, will offer spiritual support.



### RENSCO Chamber Panel Discussion

The Rensselaer County Chamber of Commerce will be conducting a panel discussion on regional transports needs and services on September 30<sup>th</sup>. The event will take place at the Million Air Hangar. Guest speakers include Philip, Calderone, CEO of the Albany County Airport Authority, Carmen Basile, CEO, Capital District Transportation Authority. The moderator of the event will be Casey Seiler, Editor of the Times Union.

The local news media has been invited to attend.



## **AGENDA ITEM NO. 9**

### **Economic Development**



PC

**MEMO:** September 13, 2021  
**TO:** Albany County Airport Authority Board Members  
**FROM:** Matthew J. Cannon, Director of Development & Government Affairs

- **Business Development**
- **Government Affairs**

**AGENDA ITEM NO. 10**

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

## **AGENDA ITEM NO. 10.2**

**Lease: Authorization of Lease #L-21-1095,  
Department of Transportation/Federal Aviation  
Administration (FAA) for the lease of the Air Traffic  
Control Tower (ATCT).**

AGENDA ITEM NO: 10.2  
MEETING DATE: September 13, 2021

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:** *Finance / Legal*

ACAA Approved  
09/13/2021

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

**PURPOSE OF REQUEST:**

*Lease: Authorization of Lease #L-21-1095, Department of Transportation/Federal Aviation Administration (FAA) for the lease of the Air Traffic Control Tower (ATCT).*

**CONTRACT AMOUNT:**

*Year 1: \$745,044.00  
Year 2: 759,945.00  
Year 3: 775,144.08  
Year 4: 790,647.00  
Year 5: 806,460.00  
Year 6: 822,588.96  
Year 7: 839,040.96  
Year 8: 855,821.04  
Year 9: 872,937.00  
Year 10: 890,397.00*

**BUDGET INFORMATION:**

*Anticipated in Current Budget: Yes  No  NA   
Account String: 03030 - 21*

**FISCAL IMPACT - FUNDING (Dollars or Percentages)**

*Federal  State  Airport  NA*

**JUSTIFICATION:**

*The FAA ATCT was constructed in 1999 and occupied by the FAA under a 20-year lease that expired March 15, 2019. A new ten (10) year lease has been negotiated with an annual rent starting at \$745,044.00 and will increase 2% for the next nine (9) years. The increase in rent in this first year from the current annual rent is \$79,272. The Authority will receive a \$122,205.45 lump sum payment to recognize the additional rent revenue for the period March 15, 2019 through October 1, 2020.*

AGENDA ITEM NO: 10.2  
MEETING DATE: September 13, 2021

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend affirmation and authorization of approval.*

**FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL:**

Yes:  NA:

**BACK-UP MATERIAL:**

*Please see attached draft lease.*

**STANDARD SPACE LEASE**

**Between**

**UNITED STATES OF AMERICA**

**DEPARTMENT OF TRANSPORTATION**

**FEDERAL AVIATION ADMINISTRATION**

**And**

**ALBANY COUNTY AIRPORT AUTHORITY**

**LEASE NO: 69435Z-19-L-00008**

**ALB ATCT/TRACON  
Albany, New York**

**SECTION 6.1: OPENING**

**6.1.1 Lease Preamble (09/2020)**

This Lease is hereby entered into by and between Albany County Airport Authority, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the "Government". The terms and provisions of this Lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

For purposes of this Lease, the terms Contractor and Lessor and Contract and Lease are interchangeable with each other

**6.1.2 Succeeding Contract (09/2020)**

This Real Estate Contract succeeds No. DTFA05-97-L-15354 and all other previous agreements between the parties for the property described in this document.

**6.1.3 Witnesseth (09/2020)**

Witnesseth: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

#### **6.1.4 Leased Space Description (09/2020)**

The Lessor hereby leases to the Government the following described premises;

15,852 square feet of useable space in the Air Traffic Control Tower, which excludes the cab, and the cab roof, attic, second and third floors.

The Lessor shall provide free parking privileges for Government vehicles and privately owned vehicles located closest to the ATCT, and such parking areas are to be maintained by the Albany County Airport Authority at no additional cost to the Government.

With respect to compliant accessible parking spaces, see the "Accessibility" clause.

### **SECTION 6.2: TERMS**

#### **6.2.5 Term (09/2020)**

To have and to hold, for the term commencing on October 1, 2020 and continuing through September 30, 2030 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

#### **6.2.6 Consideration (09/2020)**

The Government shall pay rent for the premises in accordance with the payment schedule below. The per square foot rate for year one is \$47.00 which is comprised of a Base Rent of \$29.50 and Operating Costs of \$17.50. Rent shall be made payable to the Albany County Airport Authority. Payment shall be in arrears, without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this Real Estate contract. Payments shall be considered paid on the day an electronic funds transfer is made. The following rental payment schedule provides a 2% annual adjustment:

10/01/2020 to 09/30/2021	\$47.00/RSF	\$745,044.00 per year or \$62,087.00 per month
10/01/2021 to 09/30/2022	\$47.94/RSF	\$759,945.00 per year or \$63,328.75 per month
10/01/2022 to 09/30/2023	\$48.90/RSF	\$775,144.08 per year or \$64,595.34 per month
10/01/2023 to 09/30/2024	\$49.88/RSF	\$790,647.00 per year or \$65,887.25 per month
10/01/2024 to 09/30/2025	\$50.87/RSF	\$806,460.00 per year or \$67,205.00 per month
10/01/2025 to 09/30/2026	\$51.89/RSF	\$822,588.96 per year or \$68,549.08 per month
10/01/2026 to 09/30/2027	\$52.93/RSF	\$839,040.96 per year or \$69,920.08 per month
10/01/2027 to 09/30/2028	\$53.99/RSF	\$855,821.04 per year or \$71,318.42 per month
10/01/2028 to 09/30/2029	\$55.07/RSF	\$872,937.96 per year or \$72,744.83 per month
10/01/2029 to 09/30/2030	\$56.17/RSF	\$890,397.00 per year or \$74,199.75 per month



The parties acknowledge that the Government owes the Lessor a one-time, lump sum payment, in settlement of any potential disputes or claims which may arise or have arisen in reference to prior lease No. DTFA05-97-L-15354 in the total amount of \$122,205.45 for the time period from March 15, 2019 to October 1, 2020.

The stabilized rental consideration is inclusive of the required ATCT upgrade outlined on the Albany International Airport ATCT Building Assessment attached herein as Exhibit E. The Lessor has agreed to perform and complete specified repairs/maintenance by January 1, 2024.

#### **6.2.7 Termination (09/2020)**

The Government may terminate this real estate contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 60 days before the effective termination date.

#### **6.2.14-1 Fixed Holdover (09/2020)**

If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis for a period not to exceed 180 days. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

#### **6.2.16 Lessor's Successors (09/2020) T**

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

#### **6.2.17 Adjustment for Vacant Premises (09/2020)**

If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, including any option periods exercised, the total rental rate shall be reduced by that portion of the costs per square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 days prior written notice to the Lessor, and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

## **SECTION 6.3: GENERAL CLAUSES**

### **3.2.5-1 Officials Not To Benefit (09/2020)**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

### **3.3.1-15A1 RE Assignment of Claims (09/2020)**

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign his rights to be paid under this lease.

### **6.3.7 Accessibility (09/2020)**

The building and the leased premises must be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et al, and all applicable state and local accessibility laws and regulations. ABAAS is available at [www.access-board.gov](http://www.access-board.gov).

Subject to the exception set forth herein, separate ABAAS compliant restroom facilities for men and women must be provided on each floor where the Government leases space. Separate ABAAS compliant restroom facilities must not be required if due to the age of the building, design layout, or other structural requirements, it is technically infeasible to do so. In the event the Lessor determines that it is technically infeasible to provide separate ABAAS compliant restroom facilities, the Lessor must provide the basis for the determination of technical infeasibility in writing to the RECO, together with all supporting documentation.

With respect to all restrooms, water closets, and urinals, they must not be visible when the exterior door is open. Each restroom must contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles, a sanitary napkin dispenser, and receptacle for each toilet in the women's restroom, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water. Two or more drinking fountains must be provided. One drinking fountain shall be a low unit commonly called a wheelchair unit and one drinking fountain shall comply with standing persons' requirements, unless sufficient space is not available to provide both a wheelchair unit and a unit for standing persons. In such instance, and subject to the approval of the RECO, a single unit able to accommodate both disabled and non-disabled persons must be provided.

In addition, compliant accessible parking spaces must be provided in accordance with the ABAAS requirements as detailed in 42 U.S.C. 4151 and as set forth in the ABAAS Scoping Requirements.

### **6.3.8 Changes (09/2020)**

A. The RECO may at any time, by written order, make changes within the general scope of this Lease in any one or more of the following:

1. Work or services;
2. Facilities or space layout; or
3. Amount of space

B. If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the RECO shall modify this Lease to provide for one or more of the following:

1. An equitable adjustment in the rental rate;
2. A lump sum equitable adjustment; or
3. An equitable adjustment of the annual operating costs per occupiable square foot.

C. The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Contract Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

D. Absent such written change order, the Government shall not be liable to the Lessor under this clause.

### **6.3.10 Maintenance of Premises (09/2020)**

The Lessor will maintain the demised premises, including the building, grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. The Lessor must ensure that all hazards associated with electrical equipment are marked in accordance with the Occupational Safety and Health Administration (OSHA) requirements and National Fire Protection Association (NFPA) 70 electrical code.

### **6.3.16 Failure in Performance (09/2020)**

In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this Lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the Government on this Lease.

### **6.3.17 No Waiver 09/2020**

No failure by the Government to insist upon strict performance of any provision of this Lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

**6.3.18 Non-Restoration (09/2020)**

It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Lease), the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this Lease, including any holdover period. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

**6.3.26 Damage By Fire or Other Casualty (09/2020)**

If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the Lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

**6.3.27 Delivery and Condition (09/2020)**

Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is ready to occupy.

**6.3.27-1 Occupancy Permit (09/2020)**

The premises offered will have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Lessor will complete and provide a certified copy of the "Real Property Safety & Environmental Checklist" form, in lieu of an occupancy permit, at the RECO's discretion.

**6.3.29 Alterations**

With the approval of the Airport CEO, which shall not be unreasonably withheld, The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, alterations or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost.

### **6.3.30 Hold Harmless (01/2021)**

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

### **6.3.31 Default By Lessor (09/2020)**

Each of the following shall constitute a default by Lessor under this Lease:

A. If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time.

B. Failure to maintain, repair, operate or service the premises as and when specified in this Lease, or failure to perform any other requirement of this Lease as and when required, provided such failure which shall remain uncured for a period of time as specified by the RECO, following Lessor's receipt of written notice thereof from the RECO.

C. Repeated failure by the Lessor to comply with one or more requirements of this Lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

If default occurs, the Government may, by written notice to the Lessor, terminate the lease in whole or in part.

### **6.3.32 Compliance with Applicable Laws (09/2020)**

The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.

### **6.3.33 Covenant Against Contingent Fees (09/2020)**

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

### **6.3.34 RE Anti-Kickback (09/2020)**

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

### **6.3.35 Examination of Records (09/2020)**

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

### **6.3.36 Subordination, Nondisturbance and Attornment (09/2020)**

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this contract is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this contract. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as the contractor may reasonably request to evidence further the subordination of this contract to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by the contractor if such easement does not interfere with the full enjoyment of any right granted the Government under this contract.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this contract so long as the Government is not in default under this contract. Contractor will include in any future mortgage, deed of trust or other security instrument to which this contract becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Contractor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the contractor under this contract, so as to establish direct privity of estate and contract between Government and such purchasers or

transferees, with the same force, effect and relative priority in time and right as if the contract had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this contract, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

#### **6.3.38 Sublease**

With the approval of the Airport CEO, which shall not be unreasonably withheld, The Government reserves the right to sublease the space covered under this Lease to another agency or private party. In subleasing this space to another party the Government is not relieved from its responsibilities under the terms of this Lease, unless otherwise agreed upon with the Lessor.

#### **6.3.39 Integrated Agreement (09/2020)**

This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Lease.

#### **6.3.40 Equal Opportunity (Real Property) (09/2020)**

The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-

#### **6.3.41 Affirmative Action for Special Disabled and Vietnam Era Veterans (09/2020)**

The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

#### **6.3.42 Affirmative Action for Disabled Workers (Real Property) (09/2020)**

The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

#### **6.3.43 Unauthorized Negotiating (09/2020)**

In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with anyone other than the RECO or his/her designee.

#### **6.3.44 Inspection (09/2020)**

The Government reserves the right, at any time after the Lease is signed and during the term of the Lease, to inspect the leased premises and all other areas of the building to which access is necessary, to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this Lease. The Government shall have the right to perform sampling and evaluation of suspected hazardous conditions.

#### **6.3.45 RE Lease Contract Disputes (09/2020)**

All contract disputes arising under or related to this Lease will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted.

All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70  
Federal Aviation Administration  
800 Independence Avenue, S.W., Room 323  
Washington, DC 20591  
Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

#### **6.3.54 Excusable Delays (09/2020)**

A. The Lessor shall not be in default because of any failure to perform this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor. Examples of these causes are: (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor. 'Default' includes failure to make progress in the work so as to endanger performance.

B. The RECO shall ascertain the facts and extent of the failure. If the RECO determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.



## **SECTION 6.4: FINANCIAL CLAUSES**

### **6.4.1 System for Award Management - Real Property (SAM Waiver) (09/2020)**

The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.

### **6.4.2 Payment by Electronic Funds Transfer (09/2020)**

All payments by the Government under this Lease will be made by electronic funds transfer (EFT). The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the Government. If the Lessor's EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.

## **SECTION 6.5- DESIGN AND CONSTRUCTION CLAUSES**

### **6.5.2 Work Performance (09/2020)**

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the RECO. The RECO retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated unacceptable performance in connection with work carried out in conjunction with this Lease. In the event of such rejection, the Lessor shall offer substitute/replacement workers, subject to the approval of the RECO.

### **6.5.17 Construction Coordination (09/2020)**

A pre-construction meeting shall be held at the facility prior to the commencement of any construction, renovation, remodeling, or repair within the leased premises and areas connected to or integrated with the leased premises. If any items on the checklist are questionable or undone, full resolution of the issues will be expected before the project starts. The pre-construction meeting will be planned, scheduled, and coordinated with the RECO and the Government's supervisor or manager responsible for the facility, at least one week before the execution of the work.

#### **6.5.21 Wiring For Telephones (09/2020)**

The Government reserves the right to provide its own telephone service in the space to be leased. It may have inside wiring and telephone equipment installed by the local telephone company or a private contractor. Alternately, the FAA may wish to consider using inside wiring installed by the Lessor, if available. However, the final decision will be made by the Government.

#### **6.5.22 Installation Of Antennas, Cables & Other Appurtenances (09/2020)**

The FAA shall have the right to install, operate and maintain antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

### **SECTION 6.6- GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS CLAUSES**

#### **6.6.1 Doors (09/2020)**

Exterior doors must be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The Lessor must furnish the Government at least two master keys and two keys for each lock. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors must conform to NFPA Standard No. 80. As designated by the Government, doors must be equipped with non-removable hinge pins, and locks with 7-pin removable cores. The Government shall provide cores. Locks, locking arrangements and latches must be in accordance with local building and fire codes, as well as OSHA 29 CFR 1910.

#### **6.6.2 Lighting (09/2020)**

Modern, diffused, energy efficient fixtures must be provided that maintain a uniform lighting level of 50 foot candles at working surfaces. Emergency lighting must provide at least 0.5 foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building. Additionally, normal and emergency egress lighting must comply with the requirements of local building and fire codes, as well as, the Life Safety Code NFPA 101.

#### **6.6.3 Adhesives and Sealants (09/2020)**

The Lessor shall use adhesives and sealants that contain no formaldehyde, asbestos or heavy metals.

#### **6.6.4 Ceilings (09/2020)**

Ceilings must have acoustical treatment with a flame spread of 25 or less and smoke development rating of 50 or less.

#### **6.6.5 Floor Load**

All adjoining floor areas shall be:

- A. Of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards,
- B. Non-slip, and
- C. Accepted by the RECO.

Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per square foot plus 20 pounds per square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required by the RECO. Calculations and structural drawings may also be required.

#### **6.6.6 Painting (09/2020)**

All surfaces must be newly painted with non-lead based paints in colors acceptable to the Government. All surfaces must be repainted after working hours at Lessor's expense at least once every 5 years. Such repainting includes the moving and returning of the furniture, including dismantling, moving and re-assembling the Government's systems furniture, if directed by the Government, at the Lessor's expense. Any existing lead based paint must be properly maintained and managed per existing federal, state, and local regulatory requirements. If there is chipping, flaking, or peeling paint in the leased premises during the period of Government occupancy, it must be sampled for lead at the Lessor's expense. If the paint contains lead, it must be abated at the Lessor's expense. This could be performed either by removal or sealing with an encapsulating material.

#### **6.6.7 Display Advertising (09/2020)**

If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the RECO.

#### **6.6.8 Erection of Signs (09/2020)**

The Government shall have the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility. Said signs so erected will remain the property of the Government and shall be removed from the premises upon termination of the lease.

#### **6.6.9 Window and Floor Covering (09/2020)**

All exterior windows shall be equipped with window covering. Floors will be carpeted with a commercial grade of carpet acceptable (carpet tiles or carpet broadloom) to the Government. Existing floor and window coverings may be accepted at the discretion of the RECO; however, prior to occupancy all carpeting and window coverings shall be cleaned.

At no additional cost to the Government, the Lessor shall replace carpeting at least every 5 years during Government occupancy or any time during the lease when:

- A. Backing or underlayment is exposed,
- B. There are noticeable variations in surface color or texture, and/or
- C. The condition of the carpet is such that it presents a clear and present danger to pedestrians.

Replacement includes moving and return of furniture including dismantling, moving and re-assembling the Government's systems furniture if directed by the Government.

#### **6.6.10 Seismic Safety for Existing Building (09/2020)**

All existing buildings leased by the Government under this contract must meet the minimum acceptable performance seismic standard of 'Life Safety' as specified in Section 2.2 of Standards of Seismic Safety for Existing Federally Owned or Leased Buildings and Commentary issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP-8, Seismic Standards for Existing Federally Owned and Leased Buildings, Dec 2011. RP-8 is available online and in print from the National Institute of Standards and Technology as NISTIR GCR 11-917-12.

Compliance with Life Safety: The Lessor shall provide proof of compliance in the form of a written certification by an independent licensed structural engineer that the building was designed, built and maintained to the requirements of RP-8. The structural engineer certification shall be in the format of the Government-provided "Life Safety Compliance/ Seismic Certification" form. If the building cannot be certified in accordance with RP-8, the structural engineer must evaluate the building using the American Society for Civil Engineers (ASCE) 31-03, Seismic Evaluation of Existing Buildings and attach the evaluation to the "Life Safety Compliance/Seismic Certification" form. Buildings meeting the requirements of ASCE31-03 using a safety objective of 'Life Safety' are considered to meet the Government's requirement. Alternatively, if the building qualifies as a Benchmark Building in accordance with RP-8 and as certified on the "Life Safety Compliance/Seismic Certification" form, it will be deemed to meet minimum seismic requirements.

In the event a building with a certification of life safety/seismic compliance is occupied by the Government and is later determined to not meet the standard indicated on the certification form, the Government at its discretion may require the Lessor to meet the agreed upon standard or may terminate this Lease upon giving written notice, with no cost accruing to the Government, notwithstanding any other agreements contained in this Lease.

#### **6.6.12 Seismic Safety for Equipment (09/2020)**

The Lessor shall ensure that building installed equipment is properly anchored to protect personnel during a seismic event, in accordance with DOT Specification FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5, Personnel Safety and Health, and requirements for the seismic zone in which the facility is located.

## **SECTION 6.7: SERVICES, UTILITIES, AND MAINTENANCE CLAUSES**

### **6.7.1 Service, Utilities, and Maintenance of Premises (09/2020)**

The Lessor shall maintain the leased premises, including but not limited to, the building, grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in a good, clean and tenantable condition. The Lessor shall provide the labor, materials, equipment and supervision necessary to ensure good repair and tenable condition. Services, utilities, and maintenance will be provided daily, extending from 6:00 a.m. to 6:00 p.m. except Saturday, Sunday, and federal holidays. Services supplied to technical equipment will be supplied twenty-four (24) hours a day, and seven (7) days a week.

The Government will have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment. The Lessor shall provide the following, in addition to such services as are set forth elsewhere in this Lease:

- A. Electricity
- B. Water (hot and cold) and sewer
- C. Chilled drinking water
- D. Restroom cleaning and supplies, daily
- E. Window washing twice yearly
- F. Initial and replacement lamps, tubes and ballasts
- G. Exterior and interior door locks and hardware – designed to accept 7-pin removable cores supplied by the Government.

### **6.7.2 Janitorial Services**

The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and shall provide replacement of supplies.

A. Selection of Cleaning Products and Equipment - The Lessor must use environmentally preferable janitorial cleaning products, such as those that meet or are equivalent to Green Seal Standard GS-37 and/or the EPA Safer Choice label.

1. The Lessor shall provide to facility management the FAA Safety Data Sheets (SDS) for all chemicals used for cleaning purposes prior to their use at the facility.

B. Selection of Paper Products - The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to the Environmental Protection Agency's (EPA) Comprehensive Procurement Guidance (CPG).

C. Schedule of Cleaning - Cleaning shall be performed during normal business hours of 6:00 am to 6:00 pm, unless cleaning during official duty hours is specified as a special requirement. The Lessor shall provide the schedule for the required cleaning services and their frequencies. A schedule is set forth below:

**1. Daily:**

- a. Sweep floors using chemically treated absorbent or dusting tools (such as DEX or equal).
- b. Vacuum all carpeted areas, as needed.
- c. Empty waste baskets and containers; dispose of waste paper, trash, and other extraneous materials.
- d. Clean restrooms:
  - i. Clean restroom fixtures and chrome fittings.
  - ii. Clean and refill all dispensers (including deodorant material)
  - iii. Wet mop restroom floors.
  - iv. Sanitize sinks, toilets, toilet seats, and urinals.
  - v. Spot wash walls, partitions, and doors.
- e. Furnish and maintain constant supply of deodorant material and paper products.
- f. Wash all drinking fountains.
- g. Refill hand sanitizer dispensers in common areas, where applicable.

**2. Weekly:**

- a. Dust counters, file cabinets, and telephones, and surfaces of all office furniture, fixtures, and window sills (except desk tops).
- b. Damp mop all non-carpeted floors.
- c. Vacuum all carpeted areas.

**3. Monthly:**

- a. Wash waste baskets.
- b. Wax and buff all non-carpeted floors.
- c. Clean or wash walls as needed to present a neat appearance.
- d. Dust all ledges and flat surfaces within reach.
- e. Dust and clean all light fixtures.
- f. Dust and clean all window blinds.
- g. Wash restroom walls, partitions, and doors.

#### 4. Annually

- a. Strip old wax from all floor space and rewax.
- b. Shampoo all carpeted floors.

#### 6.7.3 HVAC (09/2020)

All heating, ventilation and air-conditioning systems that service the leased space must maintain a temperature range of 68-72 degrees Fahrenheit year-round or as dictated in the most recent version of ASHRAE Standard 62, "Ventilation for Acceptable Indoor Air Quality" and ASHRAE Standard 55, "Thermal Environmental Conditions for Human Occupancy". These temperatures must be maintained during hours of operation (as dictated by the lease) throughout the leased premises and service areas regardless of outside temperatures.

In order to ensure that there is no degradation of air quality or air flow in the leased premises during the term of the lease, Lessor agrees to perform preventative maintenance on all HVAC units in accordance with the corresponding manufacturers operations and maintenance manuals (e.g. check for defects, lubricate, make adjustments, change the filters, cleaned and make other necessary service requirements). Lessor also agrees to service the VAV boxes annually (on or before each lease anniversary date) and provide the service data to the RECO and FAA facility manager. Such service will include checking the temperature ranges, checking all speeds on each fan, cleaning the fans and other components, replacing defective parts and completing other necessary repairs and maintenance.

#### 6.7.4 Maintenance of Grounds, Walkways and Parking Areas (09/2020)

The Lessor shall maintain in good condition landscape plants, lawns, walkways and parking areas. The Lessor shall also remove snow, ice and any other obstructions from the entrances, walkways and parking areas around the premises, prior to and during the normal business hours set forth in the "Service, Utilities, and Maintenance of Premises" clause.

#### 6.7.5 Landscaping (09/2020)

A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

B. Landscape management practices shall prevent or minimize pollution by:

1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates;
- and 3. Composting/recycling all yard waste.

C. The Lessor shall use landscaping products with recycled content required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

### **6.7.6 Pest Control (09/2020)**

Pesticide application to exterminate and control pests within the leased premises can be performed per periodic schedule for preventative maintenance and according to need with 24-hour notification to the FAA facility management. Prior to any addition/change in type of pesticides or other chemical pest control, Lessor must provide 48-hour written notice with applicable Safety Data Sheet(s) (SDS) to be provided to the FAA facility management. Herbicides/pesticides are not to be applied near the outside air intakes of the building when the HVAC system is in operation, nor within the leased premises during normal working hours or when the HVAC system is in operation.

## **SECTION 6.8: ENVIRONMENTAL OCCUPANCY SAFETY AND HEALTH CLAUSES**

### **6.8.3 Fire and Life Safety Requirements (09/2020)**

The facility, its systems and appurtenances must be in compliance with the following fire and life safety (FLS) requirements: A. Construction features of the building must comply with state and local building codes in effect at the time of construction or most recent modification.

B. Maintenance and operations of the building must comply with the current edition of state and local fire safety and fire prevention codes.

C. Construction features, maintenance and operations of the building must meet or exceed the minimum level of fire and life safety specified by OSHA 29 CFR 1910.

Where compliance with the literal requirements of these standards has not been achieved, the Lessor must document, in writing to the Government, the specific deviation(s) from these standards and the equivalencies or alternative methods use by the Lessor as alternative methods of compliance. Each approach used as alternative method of compliance must be documented in accordance with the Equivalency and Technical Documentation requirements of NFPA 101, signed by a Fire Protection Engineer, licensed in the subject property's state, and a copy must be provided to the RECO.

As provided in this section, all codes, standards, orders and directives refer to the current edition in place at the signing of this. If construction or modifications to the leased premises are undertaken at any time during the term of this lease, fire protection and life safety systems must be brought into compliance where required by applicable codes and standards according to the then-current edition of local codes and standards and all requirements of OSHA 29 CFR 1910. The party initiating the construction or modifications is responsible for funding the upgrade of fire and life safety systems, construction or modification to the leased facility must never decrease the level of fire and life safety provided.

Regardless of local code requirements, when the leased space (including garage areas under lease by the Government) is on the 6th floor or above, or below grade, automatic sprinklers are required. All Airport Traffic Control Towers must meet the requirements of OSHA's Alternate Standard for Fire Safety in Airport Traffic Control Towers and the NFPA 101. Furthermore, leased buildings serving the



National Airspace System (NAS) air traffic control operations and constructed after June 2012, must be fully protected with an automatic, electrically supervised sprinkler system designed and installed in accordance with the requirements of NFPA 13.

When leased space is located in multi-tenant buildings, the Lessor is responsible for the following:

- A. Development of a building Emergency Action Plan (EAP) and Fire Prevention Plan.
- B. Publishing and making copies of the EAP and Fire Prevention Plan, and making them available to all FAA leased space occupants.
- C. Conducting fire or other emergency evacuation drills, at least annually.
- D. Conducting review and modification of the EAP and Fire Prevention Plan at least annually.
- E. Inviting FAA representation to develop, review and modification of the EAP and Fire Prevention Plan.

#### **6.8.4 Fall Protection (09/2020)**

The Lessor must ensure proper fall protection safety systems are in place for all work areas where Government personnel are required to perform work at four feet or more above the next lowest level on fixed ladders and within access points to elevated work areas in accordance with FAA Order 3900.19, FAA Occupational Safety and Health Program, 29 CFR 1910, Occupational Safety and Health Standards (General Industry), 29 CFR 1926 Subpart M, Safety and Health Regulations for Construction, and applicable regulatory required American National Standard Institute (ANSI) Standards. All such elevated work surfaces (platforms, catwalks, roofs, etc.) must have OSHA compliant guardrails, railings, toe boards and/or parapets where applicable to meet OSHA and ANSI requirements as referenced herein.

#### **6.8.6-1 Environmental and Occupational Safety Health (EOSH) Requirements for ATCT (09/2020)**

The Lessor must provide space, services, equipment, and conditions that comply with the following EOSH standards:

- A. 29 CFR 1910, Occupational Safety and Health Administration (OSHA) Standards (General Industry)
- B. 29 CFR 1926, Safety and Health Standards (Construction)
- C. OSHA The Alternate Standard for Fire Safety in Airport Traffic Control Towers (For ATCTs only)
- D. National Fire Protection Association (NFPA) 101
- E. FAA Order 3900.19, FAA Occupational and Health Program
- F. FAA Standard HF-STD-001, Human Factors Design Standard
- G. National Fire Protection Association (NFPA) 70, National Electrical Code, and NFPA 70E, Electrical Safety in the Workplace
- H. Local and state EOSH regulations
- I. Local and state fire codes and building codes.

J. Federal, state and local EOSH (OSHA and EPA) standards and building codes must be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance activities or testing done in or on the leased premises and areas connected to or integrated with the leased premises. Additionally, whenever FAA standards require work processes or precautions to be provided, the Lessor will coordinate with the FAA before and during the work so that the proper requirements are met.

Any equipment designed, installed, or used that presents a potential safety hazard must be marked with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags, FAA HF-STD-001, Human Factors Design Standard, Chapter 12.16, Safety Labels and Placards, American National Standards Institute (ANSI) Standard Z535.4, Product Safety Signs and Labels, and FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4.

#### **6.8.7 Recycling (09/2020)**

Where state or local law, code, or ordinance requires recycling programs (including those for mercury containing lamps) for the leased space, the Lessor shall comply with state and/or local law, code, or ordinance. In all other cases, the Lessor must establish a recycling program for paper, corrugated cardboard, glass, plastics, and metals to the extent practicable and where local markets for those recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space after lease execution.

#### **6.8.8 Indoor Air Quality (09/2020)**

The Lessor must control contaminants at the source and/or operate the space in such a manner that the indicator levels are not exceeded for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (CH<sub>2</sub>O). The indicator levels for office area are as follows: CO less than 5 parts per million (PPM); CO<sub>2</sub> - 700 PPM above outdoor air; CH<sub>2</sub>O - 0.027 PPM. All indoor air contaminant levels in leased space must be kept below appropriate OSHA regulations or OSHA required consensus standards. Air quality systems cleaning is required to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water must be controlled to prevent the growth of these.

During working hours, ventilation must be provided in accordance with the latest edition of ANSI/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 62, Ventilation for Acceptable Indoor Air Quality and ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy.

The Lessor must promptly investigate indoor air quality (IAQ) complaints and must implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining heating, ventilation and air conditioning (HVAC) systems, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

The Lessor must provide SDS to FAA facility management for all chemicals and cleaning solutions at least 24 hours prior to their use in the FAA spaces or other areas of the buildings that might affect air quality in the FAA space(s). Materials should contain low or no Volatile Organic Compounds (VOC) and additional ventilation may be required when using chemicals and cleaning solutions.

#### **6.8.9 Mold Growth Identification and Control (09/2020)**

The Lessor must control mold growth and their sources including excessive levels of moisture and humidity. Adequate air quality, moisture control and facility cleaning are required to prevent the growth of mold, mildew, and bacteria. Any visual evidence requires immediate sampling and remediation by the Lessor.

Following a water-intrusion event, the Lessor must identify the water source and immediately implement water-extraction and -drying efforts. Once the water source is identified, the Lessor must take action to prevent additional water damage and ensure that permanent fixes are in place prior to build-back and restoring building materials. Within 24-48 hours of water damage from clean water sources (e.g., water supply lines, rainwater, and snowmelt from rooftops), all building materials must be thoroughly dried to a moisture level that will prevent mold growth.

All porous materials contaminated with sewage or other Category 2 (e.g., washing machine overflows, toilet overflows, and non-feces waters) or 3 (sewage backups and overflows from beyond toilet traps, feces, floodwaters, and groundwater intrusion) water sources must be discarded. All non-porous material must be cleaned and disinfected.

Mold remediation and cleaning must be conducted using recognized industry methods and practices (e.g. Institute of Inspection, Cleaning and Restoration Certification (IICRC) S500 Standard and Reference Guide for Professional Water Damage Restoration, IICRC-S520 Standard and Reference Guide for Professional Mold Remediation, 2008, and National Air Duct Cleaners Association (NADCA): Assessment, Cleaning and Restoration of HVAC Systems, ACR 2006). State requirements concerning mold remediation contractors training and licensing must be followed.

The Lessor must coordinate with the FAA facility management and RECO regarding all mold remediation operations. The FAA must be afforded the opportunity to provide input in the mold remediation process. Biocides must be used cautiously and in accordance with EPA requirements. A Certified Industrial Hygienist (CIH) must pre-approve the use of EPA-approved biocides in air conveyance systems.

#### **6.8.10 Drinking Water 09/2020**

The Lessor must ensure that drinking water provided in the leased space meets the standards prescribed in the Safe Drinking Water Act, 42 U.S.C. 300. The Lessor must test the sources of drinking water in the leased space (faucets, drinking water fountains, ice machines, etc.) on a periodic basis, but no less than every three (3) years, to ensure water quality (e.g., lead, copper, total coliforms). If the Lessor performs plumbing and/or renovation work in the leased space that impacts the drinking water (i.e., replacement of water lines), the Lessor must test the drinking water in the system affected by the plumbing and/or renovation work. The Lessor must implement corrective actions if the drinking water test results are not acceptable under the Safe Drinking Water Act criteria. The Lessor must notify the Government prior to performing all tests and provide a copy of any test report to the RECO and facility management.

**6.8.11 Halon (09/2020)**

Halon must not be used as a fire extinguishing system in any FAA leased space.

**6.8.12 Radon (09/2020)**

Lessor must provide the FAA with a Radon Evaluation Report for the leased facility when requested. Radon air levels in FAA leased premises must not exceed the level of 4.0 picocuries per liter (pCi/L). If radon levels are found to be at or above 4.0 pCi/L, the Lessor must immediately notify the RECO and FAA facility management of its finding and its plan of corrective action, including testing, to ensure radon air levels are maintained below 4.0 pCi/L at all times. Radon testing shall be done by a radon professional certified according to state and local requirements using US EPA approved testing methods.

**6.8.13 Asbestos (09/2020)**

The Lessor must ensure that FAA personnel are protected from asbestos hazards, in accordance with:

- A. 29 CFR 1910.1001, Asbestos (General Industry)
- B. 29 CFR 1926.1101, Asbestos (Construction)
- C. 40 CFR 763, Subpart E, Asbestos Containing Materials in Schools, Asbestos Hazard Emergency Response Act (AHERA)
- D. 40 CFR 61, Subpart M, National Emissions Standards for Hazardous Air Pollutants (NESHAP)
- E. State and local asbestos regulations

The Lessor warrants that, notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, all leased space under this lease, including, but not limited to;

- Space above suspended ceilings in the leased space,
- Air plenums elsewhere in the building which service the leased space,
- Engineering spaces in the same ventilation zone as the leased space, and
- Public spaces and common use space (e.g., lobbies, hallways)

Will, at the time of acceptance and during the term of this Lease, including all extensions thereof, comply with asbestos regulatory requirements.

The RECO must notify the Lessor in writing of any failure to comply with asbestos requirements, within five (5) days after the discovery thereof. All facilities are required to have a current and thorough asbestos building survey or an asbestos free certification (in accordance with federal, state or local regulations, and including sampling of all materials that have the potential to contain asbestos) conducted by a qualified inspector, including a visual examination and build sampling. All asbestos containing materials (ACM) survey reports must be send to the RECO and FAA facility management.

If ACMs are found to be in the leased space, either prior to acceptance or during the course of the lease agreement, the Government reserves the right to require the Lessor, at no cost to the Government, to take corrective action as required by OSHA, EPA, state and local requirements. In accordance with these regulations, the Lessor must post asbestos warning labels and signs in accordance with OSHA regulations.

In addition, all construction by the Lessor is required to comply with OSHA, EPA, state and local requirements for asbestos. Prior to the start of any construction, renovation or maintenance activities that impact building materials, the Lessor must determine whether ACM will be impacted as part of the work. If ACM will be impacted, the Lessor must notify the FAA and take corrective actions to prevent FAA employees from exposure to asbestos fibers. Corrective actions must be coordinated with the FAA at least 30 days prior to the start

After ACM remediation is performed, the Lessor must adhere to regulatory required post-asbestos abatement air monitoring program requirements. As a part of this process, the Lessor must provide the RECO and the FAA facility manager with an asbestos re-inspection report indicating the location and condition of all remaining ACM in the FAA leased areas and common areas of the facility. If the Lessor supplies the janitorial or maintenance contracts, those employees must be informed of the presence and location of asbestos at the facility.

"Corrective Action", as used in this clause, means the removal, encapsulation or enclosure of ACM. All corrective actions must be conducted by qualified, licensed asbestos abatement contractors in accordance with OSHA, EPA, state, local and FAA requirements.

#### **6.8.14 Warranty of Space (09/2020)**

The Lessor warrants that all space leased to the Government under this contract must comply with federal, state, and local regulations. The space lease is not limited to that set forth in this Lease, but which also shall include spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways).

#### **6.8.15 Electrical Safety (09/2020)**

The Lessor must ensure electrical safety requirements are met, including grounding, bonding, shielding, control of electrostatic discharge (ESD), and lightning protection requirements, in accordance with:

- A. 29 CFR 1910, Subpart S, Electrical
- B. FAA Standard HF-STD-001, Human Factors Design Standard, Chapter 12.4, Electrical Hazards
- C. DOT Specification FAA-G-2100H, Electronic Equipment, General Requirements
- D. National Fire Protection Association (NFPA) 70, National Electrical Code
- E. NFPA 70E, Electrical Safety in the Workplace

F. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) Standard 1100-2005, Recommended Practice for Powering and Grounding Electrical Equipment

G. DOT Standard FAA-STD-019E, Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Equipment

The Lessor must ensure that electrical equipment and infrastructure meets minimum clear working space requirements in accordance with 29 CFR 1910.303 and NFPA 70 Article 110.26, and is properly maintained and documented in accordance with NFPA 70E. Any change in the electrical equipment requires review of the current arc flash warning labels to determine if the arc flash warning labels posted meet the current safety requirements. Contact FAA facility manager for procurement of electronic equipment for applications in the National Airspace System (NAS).

## **SECTION 6.9: SECURITY CLAUSES**

### **6.9.1 Facility Security (09/2020)**

Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this Lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this Lease. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this Lease agreement:

1. All exterior and restricted access interior doors must be equipped with latch guards or astragals (for double doors) as required by the FAA.
2. Lighting shall provide average illumination levels (based on a 4:1 average to minimum illuminant ratio) for the following areas.
  - a. Outside parking area: Not less than 0.8 FC
  - b. Building entrances: Not less than 5 FC
  - c. General exterior facility lighting: Not less than 0.5 FC
3. The lock system must be any grade 1 system that accepts the Stanley Universal Lock Company, Inc., universal 7-pin core that can be changed without disassembling the entire lock.
4. Perimeter walls for the FAA leased space will be true floor to ceiling walls (i.e., demising walls)
5. Exterior doors and any interior door through which access is restricted by the FAA will comply with these guidelines:
  - a. Have heavy duty builders' hardware used throughout.
  - b. Have non-removable pin (NRP) hinges on perimeter doors and critical area doors

or have other exterior mounted hinges modified to prevent removal.

- c. Be made of solid material or metal-clad.
  - d. Have substantial door frames in keeping with door construction.
  - e. Perimeter doors equipped with electronic or electro-mechanical entry systems will use a latch guard to protect any exposed electric strike or electric bolt. These systems must be designed to remain locked from the outside (to prevent ingress) during power loss, but still allow emergency exit for personnel. Designers must adhere to local and national fire and safety codes.
  - f. Glass doors will have tempered glass or American National Standards Institute rated burglary resistant glass used or an equivalent film or laminate applied (glass embedded with wire mesh may also be used).
6. Windows. All windows, their supporting frames and wall attachments, and all hardware will be heavy duty builder's material and use like construction techniques. Windows that are within 18 feet of the ground will:
- a. have any exterior hinges and mounts modified to prevent removal,
  - b. have an effective latching or locking mechanism,
  - c. be locked when the room or surrounding area is not attended.
7. Facility mounted exterior ladders that access critical equipment, lead to facility access points or allow access to roofs or ledges, will be secured when not in use.

The Lessor shall provide maintenance services to the security upgrades installed by the Lessor within the leased premises and covered under this Lease.

#### **6.9.2 Foreign Nationals as Contractor Employees (09/2020)**

A. Definition. "Foreign National" is any citizen or national of a country other than the United States who has not immigrated to the United States and is not a Legal Permanent Resident (LPR) of the United States.

B. Each contractor or subcontractor employee under this contract, having access to FAA facilities, sensitive information, or resources must be a citizen of the United States, or a foreign national who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

C. Foreign Nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

1. Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;

2. A risk or sensitivity level designation can be made for the position; and
3. The appropriate security-related background investigation/inquiry can be adequately conducted.

D. Foreign Nationals proposed under this contract must meet the following additional conditions:

1. Provide a current unexpired passport and Place of Birth in order to attain a favorably adjudicated Security background check in accordance with the FAA Order 1600.72A, Contractor and Industrial Security Program; and,

2. Successfully pass an export control review as outlined in FAA Order 1240.13 FAA Export Control Compliance.

E. Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

### **6.9.3 Lessor Personnel Suitability Requirements (09/2020)**

1. No Lessor employee, subcontractor, or consultant will be allowed a) unescorted access to any FAA facility; b) access to FAA sensitive information; or c) access to FAA systems or resources, unless they have been authorized by the FAA Office of Personnel Security (AXP).

2. Consistent with FAA Order 1600.72A, AXP must approve designated risk levels for the positions under the lease, to be determined by the FAA Operating Office (the organization with the requirement) using the OPM Position Designation Automated Tool (PD Tool).

3. For all Lessor employees, subcontractors, or consultants requiring access to FAA facilities, sensitive information, systems, or resources, the Lessor must submit to their responsible AXP office a point of contact (POC) who will be responsible for entering all Lessor applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov).

4. If an applicant has had a previous US Government conducted background investigation, which meets the investigative requirements for the position and meets established reciprocity guidelines, it will be accepted by the FAA. The FAA reserves the right to conduct further investigations, including requesting additional information from the applicant, if necessary.

5. If no previous investigation exists, or if the previous investigation does not meet investigative requirements for the position, AXP will:

- a. Send the applicant an e-mail (this step may be delegated to VAP POC) stating that the applicant must complete a form through the electronic Questionnaires for Investigations Processing (eQIP) system;

- b. Instruct the applicant how to enter and complete the eQIP form;

- c. Provide where to send/fax applicable forms; and

- d. Provide instructions regarding fingerprinting.



The applicant must complete the eQIP form and submit other required material, within fifteen (15) days of receiving the e-mail from AXP. For items to be submitted outside eQIP, the Lessor must submit the required information, referencing the lease number to their responsible AXP office identified below:

For Headquarters Contracts:

Manager, Personnel Security Suitability Branch, AXP-320  
800 Independence Avenue, S.W., Room 315  
Washington, D.C. 20591

Regional and Center Contracts:

Federal Aviation Administration  
Office of Security and Hazardous Materials Safety (ASH)  
East Personnel Security Division  
1 Aviation Plaza  
Jamaica, New York 11434  
Personnel Security Specialist, AXP-410 (718-553-3119)

6. No Lessor employee, subcontractor, or consultant will work in any position unless AXP has authorized them to begin work. Authorization will be in the form of an Interim or Final Suitability email notification from AXP to the VAP POC and RECO.

7. No Lessor employees, subcontractor, or consultant will be issued a FAA Personal Identity Verification (PIV) card unless they have been granted an Interim or Final Suitability from AXP.

8. The Lessor must update the VAP within twenty-four (24) hours after any Lessor employee is terminated or transferred from the contract. If the FAA issued the Lessor employee a PIV card, the Lessor must collect the card and return it to AXP within five (5) business days of the employee's termination or transfer.

9. The RECO will provide notice to the Lessor within 24-hours after receipt of a determination that the Lessor or its employee has not complied with security-related lease requirements, security related FAA Orders, or if a Lessor employee's conduct is objectionable or contrary to the public interest, or inconsistent with the best interest of national security. The notice will instruct the Lessor to remove its employee's access to FAA premises or networks, or otherwise remedy the employee's performance.

10. The Lessor must immediately comply with the RECO's direction to remedy its security performance at the Lessor's expense, including removing the employee from FAA premises and networks. If the Lessor's employee is working under an interim suitability authorization, the Lessor must take appropriate action, including the removal of the Lessor employee from working under the FAA lease, at their own expense. Once action has been taken, the Lessor must report the action via the VAP within the timeframe prescribed in paragraph 8 of this clause.

11. After coordination with AXP, the RECO may require Lessor employees to submit any other security information deemed reasonably necessary to protect the interests of the FAA. This includes submitting to additional fingerprinting and background reinvestigations required under Federal Investigative Standards. In this event, the Lessor must provide, or cause each of its employees to provide, such

security information to AXP. Failure to cooperate with security processing will result in an unfavorable suitability determination.

12. Lessor employees subject to the requirements of this clause must take the FAA Security Awareness Virtual Initiative (SAVI) training within 90 days of reporting to work and annually thereafter. This training is available on the FAA's Electronic Learning Management System (eLMS). Lessors without access to eLMS please see <https://my.faa.gov/org/linebusiness/ash/programs/savi.html> for instructions.

13. The Lessor and/or subcontractor(s) must contact the RECO and AXP within one business-day in the event an employee is arrested (i.e., taken into custody by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the Lessor becomes aware of any information that may raise a question about the suitability of a Lessor employee.

14. Failure to submit information required by this clause within the time required may be determined by the RECO a material breach of the lease, and may result in suspension or revoked access to FAA assets for the Lessor's employee.

15. If subsequent to the effective date of this lease, the security classification or security requirements under this lease are changed by the Government and if the changes cause an increase or decrease in direct lease costs or otherwise affect any other term or condition of this lease, the lease will be subject to an equitable adjustment.

16. The Lessor agrees to insert terms that conform substantially to the language of this clause, excluding any reference to the Changes clause of this lease, in all subcontracts under this lease that involve access and where the exceptions under FAA Order 1600.72 do not apply.

#### **6.9.4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) Cards, and Vehicle Decals (09/2020)**

A. It may become necessary for the Government to grant access to FAA systems or issue Government property or sensitive information to Lessor's employees. Prior to or upon completion or termination of the work required hereunder, the Lessor must return all such Government property and sensitive information and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the RECO. When Lessor's employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

B. In the event such Government property or sensitive information are lost, stolen, or not returned, the Lessor understands and agrees that the Government may, in addition to any other withholding provision of the lease, withhold the value of the asset for each item of Government property or sensitive information not returned. If the Government Property or sensitive information are not returned within thirty (30) calendar days from the date the withholding action was initiated, any amount so withheld is forfeited by the Lessor. Regarding FAA Personally Identifiable Information (PII) contained within portable devices that are lost, stolen, or not returned, the Lessor must additionally report such a loss,

theft, or non-return within one (1) hour to the FAA Security Operation Center (phone 1(866)580-1852 (Option 1) or email 9-AWA-SOC@faa.gov).

C. Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, with a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

D. The Government retains the right to inspect inventory, or audit Government property or sensitive information issued to the Lessor in connection with the lease and do so at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section B apply.

E. All Government property must be approved by the facility manager who will require the Lessor employee to sign a receipt for each item. Lost or stolen Government property or sensitive information must immediately be reported concurrently to the facility manager and the FAA SOC at the telephone number and email address listed under section B above.

F. Each Lessor employee, during all times of on-site performance onboard a facility, must prominently display his/her current and valid FAA Personal Identity Verification (PIV) card on the front portion of his/her body between the neck and waist. Each FAA PIV card holder must not affix pins, stickers, or other items to the card.

G. Prior to any Lessor's employee obtaining a FAA PIV Card or other Government property, in accordance with FAA Order 1600.78 the Lessor is required to:

- a. Enter data for each employee into the VAP as described in AMS clause 6.9.3, Lessor Personnel Suitability Requirements.
- b. The Office of Personnel Security (AXP) will determine whether final suitability can be granted due to:
  - i. Existence of a previous investigation that meets reciprocity requirements, or
  - ii. Initiate the Lessor's applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms.
- c. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the AXP.
- d. Authorization for the Lessor employee to begin work will be an Interim or Final Suitability notification from AXP.

H. To obtain the PIV card, in accordance with FAA Order 1600.78 Lessor's employee must:

1. Submit an identification Card/Credential Application (DOT 1681) using the automated system located at <https://idms.faa.gov/1681>. The application must be approved by the RECO.
2. The Lessor's employee will be notified when the identification card application has been approved and is ready for processing by the FAA Identification Card issuer (e.g., PIV Administrator).
3. The Lessor must contact the AXP to obtain the procedures for obtaining their PIV Card.

I. The Lessor is responsible for ensuring final off-boarding is accomplished for all departing employees. This includes termination, resignation, retirement, death, change of employment status (i.e., transferring from a Lessor employee to a FAA employee), transfer to another FAA lease, and extended leave of absence. The Lessor may appoint an off-boarding coordinator oversee the off-boarding process.

a. For each departing employee having access to FAA facilities and/or Information Technology (IT) systems, the Lessor employee must submit a completely filled out and signed "FAA Contractor Employee Off-Boarding Checklist" (located in FAA Procurement Forms) to the Facility Manager no later than thirty (30) calendar days after the employee's departure. The Lessor must ensure that the Checklist confirms that all applicable Government property and sensitive information (including Classified National Security Information (CNSI)) has been collected and access to all FAA assets has been terminated.

b. When the Lessor is not collocated or within local driving distance of the responsible AXP office, the Lessor must collect the Personal Identity Verification (PIV) Card and any other tokens and provide to the Facility Manager within one (1) business day of receiving the Card/tokens from the departing employee.

c. In event that the Lessor employee departs without completing the Checklist, the Lessor is responsible for completing and submitting the Checklist on the employee's behalf.

d. The VAP must be updated within twenty-four (24) hours for the departing employee.

e. The Lessor must also comply with any local Employee Off-Boarding Checklists in use at FAA facilities.

#### **6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (01/2021)**

CLAUSE:

(a) Definitions. As used in this clause--

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibitions.

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4 A 16.e.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4A.16.e. This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

#### **6.9.5-1 Covered Telecommunications Equipment or Services- Representations (01/2021)**

**PROVISION/CLAUSE:**

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning per the clause 6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment”.

(b) *Procedures.* The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) *Representations.*

- (1) The offeror represents that it \_\_\_\_\_ does, \_\_\_\_\_ does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it \_\_\_\_\_ does, \_\_\_\_\_ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

#### **6.9.5-2 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (01/2021)**

**NOTE:** The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in provision 6.9.5-1 Covered Telecommunications Equipment or Services – Representation (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in provision 6.9.5-1 Covered Telecommunications Equipment or Services – Representation (c)(2).

**PROVISION/CLAUSE:**

(a) *Definitions.* As used in this provision--  
*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibitions.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in this prohibition will be construed to—

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government. Nothing in this prohibition will be construed to-

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it does [ ] does not [ ] USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision- If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;



- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**SECTION 6.10- CLOSING**

**6.10.1 Notices (09/2020)**

All notices/correspondence must be in writing, reference this lease number, and be addressed as follows:

TO THE LESSOR:

TO THE GOVERNMENT:

Albany County Airport Authority  
Chief Financial Officer  
Administration Building, Suite 205  
737 Albany Shaker Road  
Albany, New York 12212

Federal Aviation Administration  
Real Estate & Utilities Group, AAQ-910  
1 Aviation Plaza  
Jamaica, New York 11434

**6.10.3 Signature Block (09/2020)**

This Lease shall become effective when it is fully executed by all parties.

In witness whereof, the parties hereto have signed their names.

**ALBANY COUNTY AIRPORT AUTHORITY**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Real Estate Contracting Officer  
Date: \_\_\_\_\_

**SECTION 6.11- ATTACHMENTS/EXHIBITS/SPECIAL STIPULATIONS**

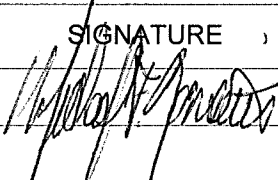
<b>Number</b>	<b>Title</b>	<b>Date</b>	<b>Number of Pages</b>
1	Exhibit A-Lessor's Annual Cost Statement	8/26/2021	2
2	Exhibit B-FAA Safety and Environmental Checklist	2/3/2020	2
3	Exhibit C-Exemption from Seismic Certification	2/3/2020	2
4	Exhibit D-Certificate of ABASS Compliance	2/3/2020	2
5	Exhibit E -Building Improvements	9/2/2021	2
6	Exhibit F-Evidence of Compliance with water, radon, asbestos	9/18/2020	38
7	Certificate of Authorization	8/26/2021	1
8	Notary Acknowledgement	8/26/2021	1
9			
10			

FEDERAL AVIATION ADMINISTRATION		1. REQUEST FOR LEASE PROPOSALS		2. STATEMENT DATE 08/30/21	
<b>LESSOR'S ANNUAL COST STATEMENT</b>  IMPORTANT - Read attached "Instructions"		3. RENTABLE (SQ. FT.) 18,639		3A. ENTIRE BUILDING 21,278	
				3B. LEASED BY GOV'T 15,852	
4. BUILDING NAME AND ADDRESS (No., street, city, state, and zip code)					
FAA ALB Air Traffic Control Tower/TRACON 128 Sicker Road Latham, NY 12211					
<b>SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES</b>  <b>FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION</b>					
		LESSOR'S ANNUAL COST FOR		<b>FOR GOVERNMENT USE ONLY</b>	
SERVICES AND UTILITIES		(a) ENTIRE BUILDING	(b) GOV'T-LEASED AREA	(c)	
A. CLEANING, JANITOR AND/OR CHAR SERVICE					
5. SALARIES		\$150,400	\$150,400		
6. SUPPLIES ( <i>Wax, cleansers, cloths, etc.</i> )		10,640	10,640		
7. CONTRACT SERVICES ( <i>Window washing, waste and snow removal</i> )		32,270	32,270		
B. HEATING					
8. SALARIES					
9. FUEL					
( <i>"x" one</i> ) OIL GAS COAL ELECTRIC					
10. SYSTEM MAINTENANCE AND REPAIR		22,670	22,670		
C. ELECTRICAL					
11. CURRENT FOR LIGHT AND POWER ( <i>Including elevators</i> )		83,410	83,410		

**2.6.5 Lessors Annual Cost Statement**

Revised April 2010

OMB Control No. 2120-0595

30. BUILDING MAINTENANCE AND RESERVES FOR REPLACEMENT			
31. LEASE COMMISSION			
32. MANAGEMENT			
<b>33. TOTAL</b>	<b>\$325,870</b>	<b>\$325,870</b>	<b>\$</b>
LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities and ownership.	34. SIGNATURE OF " OWNER " LEGAL AGENT		
TYPED NAME AND TITLE	SIGNATURE		DATE
34A. Michael F. Zonsius	34B. 	34C. 8/20/11	
35A.	35B.	35C.	

**2.6.5 Lessors Annual Cost Statement**

Revised April 2010

OMB Control No. 2120-0595

## INSTRUCTIONS FOR LESSOR'S ANNUAL COST STATEMENT

In acquiring space by lease, it is the established policy of FAA to enter into leases only at rental charges which are consistent with prevailing scales in the community for comparable facilities.

### HEADER Information

1. Enter the Government lease or Request For Lease Proposals number, if available.
2. Enter the date that your statement was prepared and signed.
3. A. Enter in this block a computation of the rentable area (multiple tenancy basis) for the entire building. The rentable area shall be computed by measurement to the inside finish of permanent outer building walls to the inside finish of corridor walls (actual or proposed) or to other permanent partitions, or both. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.  
  
B. Enter in this block a computation of the rentable area to be rented to the Government. For this area, follow the procedure as outlined above, except that measurements are to be made only to the center of the partitions which separate the area to be rented by the Government from adjoining rented or rentable areas.
4. Identify the property by name and address.

### SECTION I

#### ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES

5. - 26. The services and utilities listed in this section are required in most of our rented space whether furnished by the Government or the Lessor. Carefully review the Request For Lease Proposals and/or the proposed lease to identify those services and utilities to be furnished by you as part of the rental consideration. Then enter your best cost estimate, or the actual cost from the previous year, for each of these services and utilities in column (a) for the entire building and in column (b) for the area to be rented to the Government. If any service or utility furnished for the space rented by the Government is not furnished throughout the building, or the cost of a service or utility furnished to the Government space exceeds the cost of the same service or utility furnished to other rented space, explain on a separate sheet. For convenience, each major category has been divided into separate items such as salaries and supplies so that they may be entered when applicable. However, in the event that your records are not maintained for each item contained in Section I, 5 through 26, the total for a major category (A through F) may be entered under the category heading in columns (a) and (b) in lieu of the specific items. System maintenance and repairs includes the annual cost of such items as oiling, inspecting, cleaning, regulating, and routine replacement costs.

### SECTION II

#### ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES

Items 28 through 32 will be useful in the Government's determination of the fair market value of the space to be rented and shall be completed irrespective of whether Section I is applicable, as follows:

28. Include all applicable real estate taxes imposed upon the property.
29. Enter the annual cost of fire, liability, and other insurance carried on the real estate.
30. Enter the annual cost of wages, materials, and outside services used in repairs and maintenance of the building itself and all similar repairs and maintenance costs not included in Section I above (Heating, Electrical, Plumbing, Air Conditioning, and Elevators). This includes major repairs and changes in the nature of a permanent improvement such as annual cost to replace relatively short-lived items such as boilers, compressors, elevators, and roof coverings.

### 2.6.5 Lessors Annual Cost Statement

Revised April 2010

OMB Control No. 2120-0595

31. Enter any lease commission which you may be responsible for due to the Government leasing action.

32. Include administrative expenses such as agency fees, legal fees, auditing, and advertising. Do not include financial charges such as income or corporate taxes or organization expense.

34./35. Complete Lessor certification.

---



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## CHECKLIST: FAA SAFETY AND ENVIRONMENTAL CERTIFICATION

**INSTRUCTIONS: Complete the following information that applies to the building being offered for lease to the Government.**

Building Name: Albany ATCT

Street Address: 128 Sicker Road

City: Albany, State: NY Zip Code 12212

Square footage of building \_\_\_\_\_, Square footage of proposed space 16,864

Total number of floors in building 9, Floors proposed space is on base-cab

Year building constructed 1999, Year of last major renovation: presently ongoing

ITEM	CONDITION	YES	NO
SECURITY	Secure access provided (check all that apply): <input checked="" type="checkbox"/> Controlled Entry <input type="checkbox"/> Alarm System <input type="checkbox"/> Guard <input type="checkbox"/> Other _____	X	
FIRE AND LIFE SAFETY	The building has obtained an Occupancy Permit from the local authority having jurisdiction (provide copy of permit). <div style="text-align: right; margin-right: 50px;">Albany County Codes Division working on obtaining original C.O.</div> OR Reply to the items below:	X	
	Two means of egress are provided from the space offered for lease	X	
	Exits are clearly marked with illuminated exit signs	X	
	If space is above or below grade level, stairwell doors open in direction of egress discharging outside or into a protected fire corridor that discharges outside.	X	
	Automated sprinklers are provided ( <i>Sprinklers are mandatory if any portion of the offered space is on or above the sixth floor or below grade.</i> )	X	
	Operable employee alarm system is provided – Unknown – need to confirm		X



ITEM	CONDITION	YES	NO
SEISMIC PROTECTION	<p>Space is designed, built and maintained to the requirements of seismic standards (check relevant standard and provide supporting documentation, including government-provided "Life Safety Compliance/Seismic Certification" form):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> ICSSC RP-8, Seismic Standards for Existing Federally Owned and Leased Buildings, Dec 2011</li> <li><input type="checkbox"/> American Society for Civil Engineers (ASCE) 31-03, Seismic Evaluation of Existing Buildings</li> <li><input type="checkbox"/> Building qualifies as "Benchmark Building" under RP-8</li> </ul> <p>Building built in 1999 and met seismic codes at that time. FAA provided exemption.</p> <p><i>If answer is no, LOB concurrence will be required prior to lease execution.</i></p>	X	
ASBESTOS	<p>Space is free of all asbestos-containing materials (check basis of statement and provide supporting documentation):</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Asbestos survey</li> <li><input checked="" type="checkbox"/> Asbestos-free construction certification</li> </ul> <p>See attached: Asbestos containing material survey prepared by C.T. Male Associates dated December 2019 updated January 2020.</p> <p>If building is known or presumed to contain asbestos, the lessor has an asbestos management program in place and asbestos locations have proper signage.</p>	X	
RADON	The space has been tested for radon and found to test under 4.0 picocuries per milliliter (provide copy of radon test results).	X	
DRINKING WATER	Building drinking water has been tested and found to meet the standards prescribed in Safe Drinking Water Act (provide copy of water test results).		
GENERAL SUSTAINABILITY	<p>Building has third-party sustainability certification. If yes, check which applies:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> LEED</li> <li><input type="checkbox"/> Energy Star</li> <li><input type="checkbox"/> Green Globes</li> <li><input type="checkbox"/> Other, describe <u>Building met Energy Codes in place when built in 1999. All improvements meet current energy codes.</u></li> </ul>		X
ENERGY CONSERVATION	<p>Building/space uses EnergyStar appliances (e.g., heating and air conditioning equipment, refrigerators, etc.)</p> <p>Other energy conserving measures have been implemented (such as occupancy sensors, energy efficient lighting, weatherization, solar water heaters). If yes, please describe measures below: Lessor will bid project in Spring of 2020 which will include LED lighting replacement and energy efficient HVAC equipment.</p> <p>Space is separately metered to track tenant energy usage</p>	X	X
WATER CONSERVATION	<p>Building/space uses WaterSense or other water conserving fixtures (e.g., faucets, toilets, etc.)</p> <p>Building landscaping uses native vegetation and/or no irrigation is provided</p> <p>Space is separately metered to track tenant water usage</p>	X	X
OTHER ENVIRONMENTAL CONCERNS	<p>Waste recycling is provided</p> <p>If janitorial services are provided, green cleaning products are specified and used</p>	X	X

**Owner or Authorized Representative Signature**

The information provided by the offeror on this form is material facts and representations upon which the Government relies for making an award. The Government has the right to require remedy if the information is in any way misrepresented, or inaccurate. The owner or authorized representative certifies that all the features described above are in operating order and properly maintained. Owner/authorized representative acknowledges that this document in no way commits the Government to enter into any agreement or contract with this offeror with respect to this or any other property. The information provided will be used by the Government to evaluate potential properties.

OWNER OR AUTHORIZED REPRESENTATIVE NAME AND ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

### EXEMPTION/EXCEPTION FROM SEISMIC CERTIFICATION

Building Address: 128 Sicker Road, Albany International Airport

City: Albany State: New York Zip Code 12212

Square footage of building 18,641 Square footage of proposed space 16,864

Total number of floors in building: 9 with attic Year Building constructed: 1999

**INSTRUCTIONS:** RECO to check applicable exemption or exception below. If an exemption is checked, RECO to sign and place a copy in file. If the best available exception is checked, RECO to obtain LOB concurrence, sign form, and place a copy in file.

#### RP 8 EXEMPTION

The above building is EXEMPT from seismic certification based on the following RP-8 Section 1.3 exemption(s): **(RECO to check applicable exemption.)**

The building is located in a low seismic risk zone (*SDS < 0.33g and SDI < 0.133g*) as shown in the green areas on the attached map from the U.S. Geological Survey dated May 2012. (RECO to attach map from U.S. Geological Survey with building location identified on map.)

The building is located in a risk zone as shown in the yellow areas on the attached map from the U.S. Geological Survey dated May 2012 *and* the total space leased in the building by the Federal Government is less than 10,000 square feet. (RECO to attach map from U.S. Geological Survey with building location identified on map.)

The remaining useful life of the building or the agency's requirement for the building is less than five years (short term lease).

The building is one story, constructed of a light steel frame or wood, and is under 3,000 square feet. (RECO to obtain written verification from Lessor and attach to form.)

FAA's use of the building is intended only for incidental human occupancy of less than 2 hours per day. (RECO to obtain written verification from LOB and attach to form.)

**Real Estate Contracting Officer:**

2/3/2010

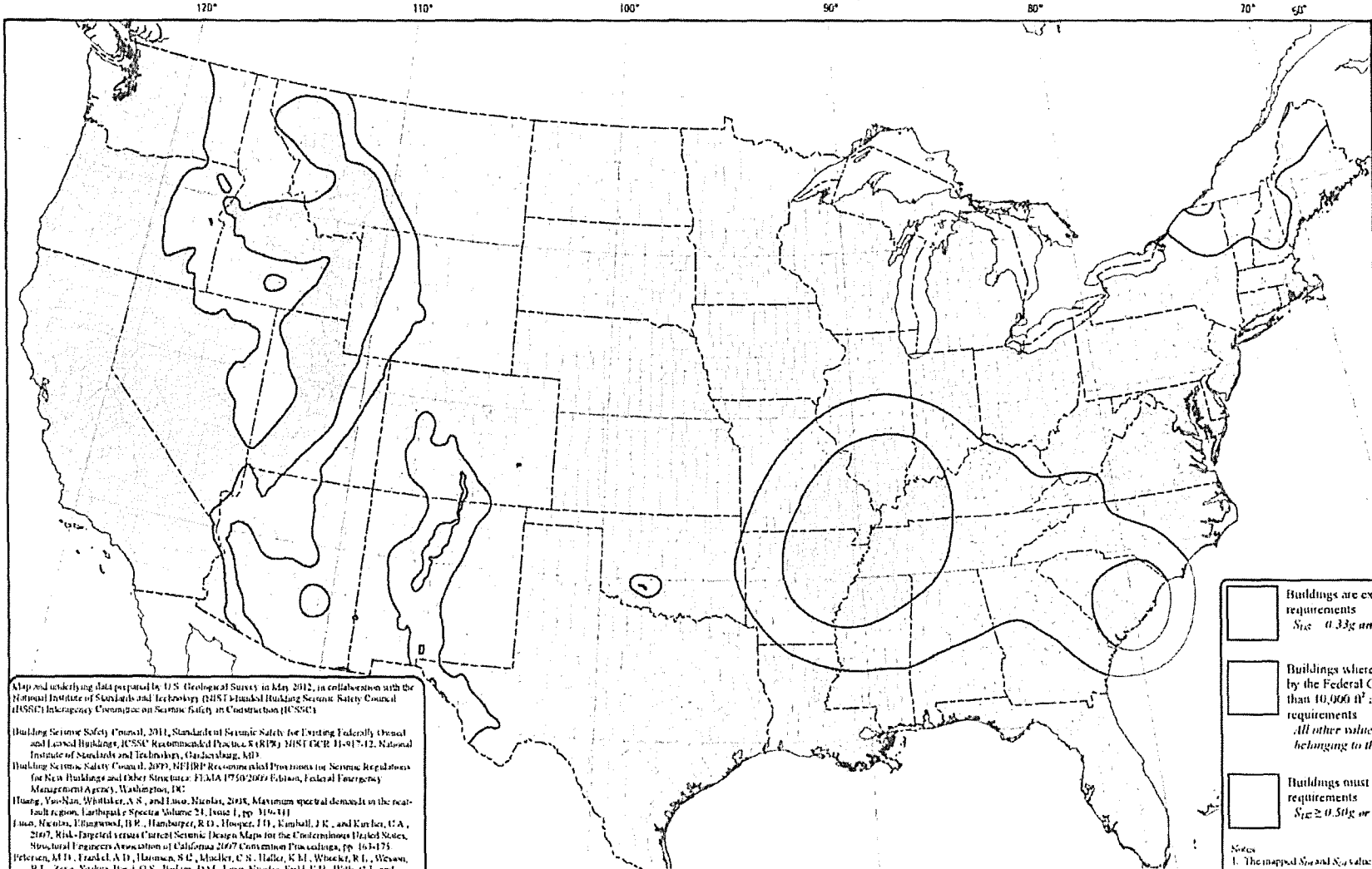
Toni Lopes

Toni Lopes, Real Estate Contracting Officer  
(Signature)

Exhibit C

### Seismic Leasing Requirements Federally Leased Buildings Complying with RPS Conterminous United States

Attachment to Form 2.6.4.1 Exemption from Seismic Certification



Map and underlying data prepared by U.S. Geological Survey, in May, 2012, in collaboration with the National Institute of Standards and Technology (NIST)-funded Building Seismic Safety Council (BSSC) Interagency Committee on Seismic Safety in Construction (ICSSC).

Building Seismic Safety Council, 2011, Standards of Seismic Safety for Existing Federally Owned and Leased Buildings, ICSSC Recommended Practice R (RPS) BSSC GCR 11-017-12, National Institute of Standards and Technology, Gaithersburg, MD.

Building Seismic Safety Council, 2009, NEHRP Recommended Provisions for Seismic Regulations for New Buildings and Other Structures, FEMA 450/2009 Edition, Federal Emergency Management Agency, Washington, DC.

Huang, Yao-Nan, Whitaker, A.S., and Liao, Nicolas, 2008, Maximum spectral demands in the near-fault region, Earthquake Spectra Volume 24, Issue 1, pp. 319-331.

Liao, Nicolas, Engwood, B.R., Hamburger, R.D., Hooper, J.D., Kimball, J.R., and Kirley, C.A., 2007, Risk-Targeted versus Current Seismic Design Maps for the Conterminous United States, National Engineering Association of California 2007 Conference Proceedings, pp. 16-17.

Petersen, M.D., Tranel, A.D., Harmsen, S.C., Mueller, C.S., Haller, K.H., Wisniewski, R.L., Wesen, R.L., Zeng, Yachua, Boyd, G.S., Perkins, D.M., Leon, Nicolas, Field, E.H., Wald, C.J., and Rukstalis, K.S., 2008, Documentation for the 2008 Update of the United States National Seismic Hazard Maps. U.S. Geological Survey Open-File Report 2008-1126, n1 p.

	Buildings are exempt from RPS requirements $S_{10} \leq 0.33g$ and $S_{10} \leq 0.133g$
	Buildings where the total area leased by the Federal Government is less than 10,000 $m^2$ are exempt from RPS requirements <i>All other values of <math>S_{10}</math> and <math>S_{10}</math> not belonging to the other two categories</i>
	Buildings must meet RPS requirements $S_{10} \geq 0.50g$ or $S_{10} \geq 0.20g$ 25°

*Notes:*  
1. The mapped  $S_{10}$  and  $S_{10}$  values are the design spectral accelerations for the default soil classification, Site Class D.  
2. See RPS Section 1.1 for full details of exemptions.

**2.6.4.2 Attachment to Form 2.6.4.1 Exemption from Seismic Certification**  
October 2014  
OMB Control No. 2120-0595

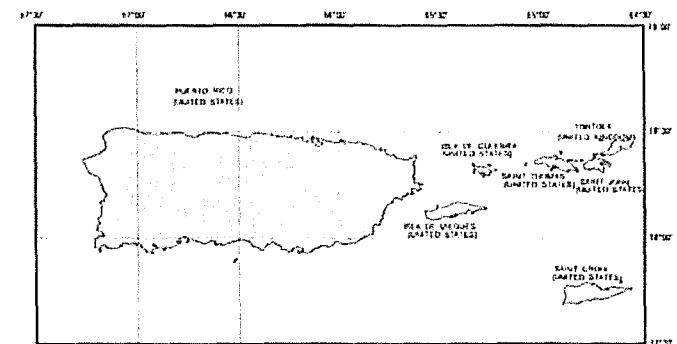
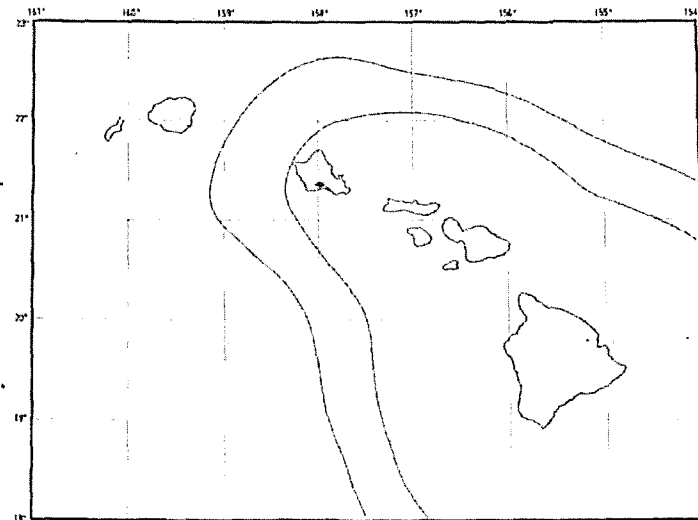
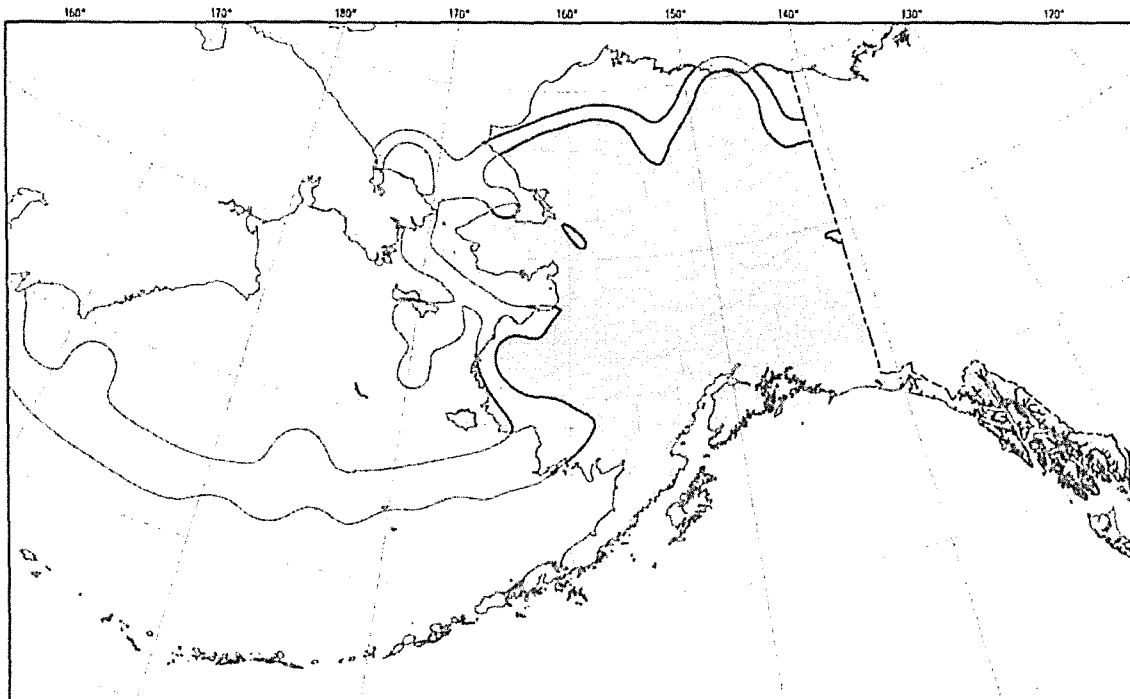
Exhibit C

### Seismic Leasing Requirements (continued)

Federally Leased Buildings Complying with RP8

Alaska, Hawaii, and Puerto Rico

Attachment to Form 2.6.4.1 Exemption from Seismic Certification



### 2.6.4.2 Attachment to Form 2.6.4.1 Exemption from Seismic Certification

October 2014

OMB Control No. 2120-0595



U.S. Department  
of Transportation  
Federal Aviation  
Administration

### CERTIFICATION OF ABAAS COMPLIANCE

Lease No.: 69435Z-19-L-00008  
Location/Facility: Albany, New York ATCT

In accordance with the AMS Accessibility Clause, the Lessor and the FAA are committed to compliance with the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standard (ABAAS), which impacts the building and premises identified as the Logan International Airport ATCT. ABAAS requirements are available at [www.access-board.gov](http://www.access-board.gov).

Choose one option below:

\_\_\_\_\_ Leased building and premises are fully compliant with ABAAS section F202.6, *Leases* (for construction and alterations on or after 5/9/2006)

\_\_\_\_\_ Leased building and premises are fully compliant with ABAAS section F203.2, *Existing Elements* (for construction and alterations prior to 5/9/2006)

\_\_\_\_\_ Leased building and premises will be compliant with ABAAS section F202.6 by \_\_\_\_\_ (date). Include specific details on the improvements that are to be made for compliance.

Albany County Airport Authority

\_\_\_\_\_

\_\_\_\_\_ Date

**EXHIBIT E**  
ATCT Improvements

Reference Paragraph	Base Building	Description	Estimated cost
3.1	Base	Doors-Replace Exterior Doors and Hardware	\$ 15,000
3.1	Base	Doors-Replace Hardware and Closer	3,100
3.1	Base	Doors-Replace Door Closers at Doors	4,300
3.4	Base	Full Roof Replacement - EPDM, flashings	\$ 82,000
3.14.2	Base	Fix Men's Lavatory Drains	2,300
3.7	Base	Remove and Replace Concrete Slabs at Ext Doors	33,000
3.8	Base	Metal Canopies - Scrape and Re-coat Metal Canopies	1,800
3.8	Base	Metal Canopies - Replace Metal Canopies Post	4,800
3.3	Base	Sealnt - Replace Exterior Sealant at Windows, Doors and Metal Panels	22,200
3.6	Base	Flooring-Remove and Replace Rubber Flooring Panels	5,000
3.6	Base	Panels	44,000
3.6	Base	Flooring - Remove and Replace Carpet Tile	33,000
3.9	Base	Paint - Paint Interior Walls	15,000
3.12.1	Base	Exterior Lighting Improvements	13,300
3.12.1	Base	Interior Lighting Improvements	72,000
3.12.1	Base	Site Lighting - Poles	59,800
3.12.1	Base	Site Lighting - Replace Bollards	21,800
3.15.1	Base	Replace Boilers	98,000
3.15.2	Base	Refurbish AHU-1, Replace CU-1	115,000
3.15.2	Base	Refurbish AHU-2,-3, Repplace CU-2,-3	69,000
3.15.6	Base	Provide CRAC unit for Tracon Room 118	86,000
3.15.8	Base	Replace Ductless Split in Telco Room 109	6,900
3.15.10	Base	Replace humidifiers in AHU-1, -2, -3	50,600
3.13.2	Base	Replace/refurbish fire pump	86,000
			<u>\$ 921,500</u>
	<b>Control Tower</b>		
3.1	Control Tower	Doors-Replace Hardware and closer	\$ 3,100
3.3	Control Tower	Sealant-Remove/Replace Exterior Wall Panel Joints	38,000
3.4	Control Tower	Full Roof Replacement-EPDM, flashings	20,700
3.6	Control Tower	Floorig - Remove and Repalce Rubbber Flooring	76,000
3.15.7	Control Tower	Replace PTAC in Room 21 and 14	6,900
3.6	Control Tower	Flooring - Remove and Repace Tile at Ground Leblv	8,400
3.9	Control Tower	Paint - Paint Interior Walls	11,000
3.12.1	Control Tower	Interior Lighting Improvements	5,800
3.12.1	Control Tower	Fire alarm strobes in bathrooms	2,070
3.12.1	Control Tower	Replace Floodlights	36,800
3.15.2	Control Tower	Refurbish AHU-4/-5, Replace CU-4/-5	82,800
3.15.2	Control Tower	Refurbish AHU-6, Repalce CU-6/-6a	55,000
3.15.4	Control Tower	Replace (2) CRAC units in equipment room	138,000
3.15.10	Control Tower	Replace humidifiers in AHU-4/-5/-6	76,000
3.15.9	Control Tower	Replace Cab Ductless Split Systems	10,300
3.10.11	Control Tower	Provide Fixed Stair Outside Door CA1	1,700
			<u>569,470</u>
			<u>\$ 1,490,970</u>

**PUBLIC AUTHORIZATION CERTIFICATE**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I \_\_\_\_\_  
[insert name]

certify that I am the \_\_\_\_\_ of the  
[insert title]

\_\_\_\_\_ named in the attached agreement; that  
[insert name of State, County, Municipality, or other Public Authority]

\_\_\_\_\_ who signed said agreement on behalf of the  
[insert name of person who signed the agreement]

\_\_\_\_\_ is  
[insert name of State, County, Municipality, or other Public Authority]

\_\_\_\_\_ of said  
[insert title of person who signed the agreement]

\_\_\_\_\_ ; and that said agreement was duly signed  
[insert name of State, County, Municipality, or other Public Authority]

for and on behalf of \_\_\_\_\_ by authority of  
[insert name of State, County, Municipality, or other Public Authority]

its governing body, and is within the scope of its powers.

Signed \_\_\_\_\_



**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,  
[insert notary name]

the undersigned Notary Public, personally appeared \_\_\_\_\_,  
[insert name of individual who signed the agreement]

known to me to be the person whose name is subscribed to the foregoing instrument and

acknowledge that he/she executed the same for the purposes therein contained.

\_\_\_\_\_  
Notary Public Signature  
Affix Seal Below

**AGENDA ITEM NO. 10.3**

**Approval to issue five (5) Annual Purchase Orders for  
Uniform Rental Services, subject to annual  
CEO approval.**

AGENDA ITEM NO: 10.3  
MEETING DATE: September 13, 2021

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

ACAA Approved  
09/13/2021

**DEPARTMENT:** *Finance*

Contact Person: *Michael F. Zonsius, Chief Financial Officer*

**PURPOSE OF REQUEST:**

*Approval to issue five (5) Annual Purchase Orders for Uniform Rental Services, subject to annual CEO approval.*

**CONTRACT AMOUNT:**

*Total Contract Amount: \$39,634 annually/\$198,169 over the life of the contract  
(based upon estimated usage)*

**BUDGET INFORMATION:**

*Anticipated in Current Budget: Yes  No  NA   
Funding Account Number: 25000.XX.0000 /various departments*

**JUSTIFICATION:**

*The Authority issued a Request for Proposal (Contract #SC-21-1084) for uniform rental services for Airfield, Vehicle, Glycol, Building, Parking Maintenance and Million Air (FBO) on 7/1/2021. Twelve companies downloaded the RFP. Unifirst Corporation was the only proposal received. The uniforms specified and quantities required were changed since the last purchase but overall pricing is generally favorable to the last agreement which had a weekly average cost based upon estimated usage of \$729.44 versus a weekly average cost of \$762.19 under the proposed contract.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

**FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL:** YES  NA

*A standard purchase order will be issued.*

**BACK-UP MATERIAL:**

*Please refer to the attached evaluation summary and Request for Proposal issued specifying scope of service required additional terms and conditions imposed.*

**Contract # SC-21-1084**  
**Uniform Rental Services**

<b>Vendor:</b>	<b>Unifirst</b>	
Meet or Exceed Specs	Yes	
<b>Rental Fees w/ Laundering Per Employee Per Week</b>		<b>Estimated # of Employees</b>
Airfield Maint / Vehicle Maint	\$8.71	x29=\$252.59
Building Maint	\$8.38	x8=\$67.04
Parking Maint	\$7.68	x4=\$30.72
Million Air	\$2.53	x27=\$68.31
Custodial	\$4.07	x26=\$105.82
Parking Cashiers/Shuttle Drivers/Curbside	\$4.07	x53=215.71
Operations / Seucirty	\$2.20	x10=\$22.00
Weekly Estimated Costs		\$762.19

**ALBANY COUNTY AIRPORT AUTHORITY**  
**Albany International Airport**  
**Main Terminal, Third Floor**  
**Albany, NY 12211-1057**



**ALBANY**  
INTERNATIONAL AIRPORT

**REQUEST FOR COMPETITIVE PROPOSALS**  
**UNIFORM RENTAL SERVICES**  
**CONTRACT NO. SC-21-1084**

**Issue Date**

**July 1, 2021**

**Return Date**

**August 3, 2021 at 1:00 PM (EST)**

## ALBANY COUNTY AIRPORT AUTHORITY

### NOTICE OF REQUEST FOR PROPOSALS UNIFORM RENTAL SERVICES CONTRACT NO. SC-21-1084

The Albany County Airport Authority (“Authority”), Albany New York is seeking proposals from qualified proposers to provide Uniform Rental Services at Albany International Airport. The Authority seeks excellent affordable quality uniforms and services.

A formal Request for Proposals (“RFP”) will be available **July 1, 2021**, at the Office of the Albany Airport Purchasing Agent, Albany International Airport, Main Terminal, Third Floor, Albany, New York 12211-1057 or by downloading the document from Bid Net Direct. ([www.bidnetdirect.com//albany-county-airport-authority](http://www.bidnetdirect.com//albany-county-airport-authority)). No Proposal shall be considered unless the organization making the proposal has first obtained a copy of the RFP. Specific Detail of the qualification and scope of services are provided in the RFP.

The Proposer’s qualifications, proposed fee, and compliance with the requirements of the Authority will be used during the evaluation of the proposal selection. Participation by Minority and Women Business Enterprises and Service Disabled Veteran Owned Business is encouraged.

The response to this RFP must be received no later than 1:00 P.M.(EST) on **August 3, 2021**, in the Office of the Albany County Airport Authority Purchasing Agent, Albany International Airport, Main Terminal, Third Floor, Albany, New York 12211.

The Authority reserves the right to reject any or all proposals, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional proposals.

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**SECTION I: INTRODUCTION**

The Albany County Airport Authority hereby solicits sealed competitive proposals from Vendors to provide to the Albany International Airport (“the Airport”) Uniform Rental Services.

It is the purpose of this Request for Proposals (RFP) to select a vendor (or vendors) to provide the service(s) that will best satisfy the current and future requirements of the Airport.

This RFP does not commit the Authority to pay any costs incurred in the preparation of proposals. Further, the Authority reserves the right to accept or reject any or all proposals or any part of a proposal, if it is in its best interest to do so.

Any factual information contained in this RFP is for informational purposes only, and is subject to independent verification by the proposer.

**SECTION II: SCHEDULE**

The anticipated schedule of key events with regard to this RFP process is as follows:

RFP Issued	July 1, 2021
Proposal Due Date	August 3, 2021 at 1:00 PM (EST)

- (1) The Authority reserves the right to revise these dates as needed.

### **SECTION III: OVERVIEW OF ALBANY AIRPORT**

#### **A. The Airport**

The Airport is owned by the County of Albany (the “County”) and is occupied and operated by the Authority under an Airport Lease Agreement with the County, pursuant to which the County has leased the Airport to the Authority through December 31, 2049.

#### **B. The Authority**

The Authority is a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act, constituting Title 32 of Article 8 of the New York State Public Authorities Law. The State of New York created the Authority in 1993 and empowered it, among other things, to promote the strengthening and improvement of the Airport and to facilitate the financing and construction of the Terminal Improvement Program (TIP) and other capital programs, and gave the Authority the power to manage, operate, maintain, and improve the Airport.

#### **C. Air Transportation Area Served**

The Airport is the sole provider of commercial air transportation serving the eastern upstate region of New York State, including the City of Albany, the Capital of the State of New York. The Airport’s primary air trade area (the area from which the Airport draws the majority of its passengers) encompasses 11 counties in eastern New York State, which include the Albany-Schenectady-Troy and Glens Falls Metropolitan Statistical Areas, as well as Berkshire County, Massachusetts and Bennington County, Vermont. As of December 31, 2019, the Airport had scheduled passenger service provided by seven of the nation’s major airlines and two all-cargo carriers. In addition, the Airport provides service to military aircraft and general aviation, including recreational and corporate users. The Airport serves primarily origin and destination (“O&D”) passenger traffic. In 2019, 3.0 million passengers used the Airport.

### **SECTION IV: RFP PROCESS**

**A. Interpretation of Proposal Document**

1. If discrepancies or omissions are found by any prospective proposer or if there is doubt as to the true meaning of any part of this RFP, a written request for a clarification or interpretation shall be submitted to the Authority in writing or by fax (518-242-2640).

All questions about the meaning or intent of the RFP documents shall be submitted to the Purchasing Department in writing. Replies will be issued by Addenda.

This procurement is being conducted pursuant to State Finance Law Sections 139-j and 139-k(see Exhibit A), which includes and imposes certain restrictions on communications between the Authority and Proposer during the procurement process. A proposer is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the contract by the Authority (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law Section 139-j(3)(a). Designated staff, as of the date hereof, is the Purchasing Agent, Bobbi Matthews. Authority employees are also required to obtain certain information when contacted during the restricted period and the Authority will make a determination of the responsibility of the offerer/bidder. A determination of non-responsibility can lead to a proposer becoming ineligible to participate in governmental procurement contracts. Further information about these requirements can be found by examining the New York State Procurement Lobbying Law.

2. The Airport is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addendum. A copy of each addendum will be mailed, faxed, or delivered to each person that received an RFP. Any addenda so issued are to be considered a part of this RFP document.

**B. Addenda**

Any interpretation, corrections and changes to this RFP and requirements or extensions to the acknowledgment/submittal date will be made by addenda. Sole issuing authority of addenda shall be vested in the Purchasing Office as entrusted by the Authority. Addenda will be posted on Bid Net Direct. Any proposer receiving a copy of the RFP from the Purchasing Office will be emailed the addendum and asked to acknowledge receipt.

**C. Proposals Due Date**

Each qualified proposer is required to submit one (1) Master Copy of their proposal and five (5) copies in its entirety in the manner specified in the RFP. The proposal must be signed by a person authorized to legally bind the entity submitting the proposal, enclosed in a sealed

envelope or package marked **CONTRACT NO. SC-21-1084 UNIFORM RENTAL SERVICES** and be received by mail or hand delivered to the Purchasing Office no later than **August 3, 2021 at 1:00 PM (EST)** at the address shown below. All proposals will be dated and time stamped with the official time by the Purchasing Office upon receipt. Any proposals received after this stipulated time will be returned unopened.

**Proposals are to be sent or delivered to:**

Albany County Airport Authority  
Purchasing Office  
Albany International Airport  
Main Terminal, Third Floor  
Albany, New York 12211-1057

**D. Late Proposals**

Proposals received in the Authority Purchasing Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. The Authority is not responsible for lateness of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt.

**E. Altering Proposals**

Proposals cannot be altered or amended after submission deadline. Any interlineation, alteration or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

**F. Withdrawal of Proposal**

A proposal may not be withdrawn or canceled by the proposer without forfeiture of the Bond or Letter of Credit following the date designated for the acknowledgment of proposals and proponent so agrees upon submittal of their proposal.

**G. Exclusion**

No oral, telegraphic, telephonic or facsimile proposals will be considered.

**H. No Submittal**

Should the proposer not wish to submit at this time but wishes to remain on the list for future procurements, please submit a "NO SUBMITTAL" by the same time and at the same location as stated for acknowledgment. If response is not received in the form of a "PROPOSAL" or "NO SUBMITTAL" for three (3) consecutive RFP's proposer shall be removed from service commodity list. If, however, you choose to "NO BID" this product and/or service and wish to remain on the commodity/service list for other commodities and/or services, please state the particular product and/or service under which you wish to be

classified.

The Authority is always conscious and appreciative of the time and effort expended to submit a proposal. We would appreciate your indicating on your "NO SUBMITTAL" response any requirements of this proposal which may have influenced your decision for a "NO SUBMITTAL".

Proponents desiring a copy of the submittal acknowledgment may request same by enclosing a self-addressed, stamped envelope with the proposal. SUBMITTAL ACKNOWLEDGMENTS WILL NOT BE GIVEN BY TELEPHONE. If you have any questions, please contact the Albany County Airport Authority Purchasing Office at (518) 242-2213.

## **I. Performance**

1. After completion of the evaluation process and selection of the successful Proposer by the Authority, the Authority will provide a letter of award to the successful Proposer.
2. A cash deposit or other acceptable security equal to \$2,000 shall be delivered with each proposal submitted. Within seven (7) days following notice of award, the awarded proposer shall submit to the Authority a performance bond for the amount of \$5,000. No contract authorizing services will be issued until an acceptable performance bond is received by the Authority.
3. The Authority has the right to retain the Proposal deposit if the Proposer does not provide a performance bond within the time period required in this RFP.
4. The performance bond will be retained by the Authority throughout the term of the contract period. No interest shall be paid to the proposers on this deposit. The bond will be returned to proposer as soon as practicable upon termination of the contract.
5. No information derived from inspection of Authority records or reports of investigation concerning the Agreements will in any way relieve the Proposer from its responsibility from properly performing its obligations under such Agreement. Available Authority reports are provided as a convenience to the Proposer without any warranty whatsoever by the Authority. The Proposer shall make its own conclusions and interpretations from the data supplied by the Authority and from information available from other sources.

## **SECTION V: RFP EVALUATION PROCESS**

### **A. Evaluation Criteria**

Evaluation criteria have been established to assist the Authority in determining which proposers will provide the best overall mix of products, service, choice, and quality at Albany International Airport. Evaluation shall include, but not be limited to the following:

1. Overall cost of service to the Airport. (35 Points)
2. Services and uniforms offered are in compliance with the intent of the specifications. (30 Points)
3. Proposers experience and performance in providing services to other similar facilities or customers. (30 Points)
4. Proposers submittal of required documents. (5 Points)

### **B. Evaluation of Proposals**

1. Each proposal submitted will be evaluated by a Review Panel designated by the Authority.
2. During the RFP evaluation period all communication must be directed to the Purchasing Agent, Bobbi Matthews.
3. Each proposal will be evaluated according to the following process to determine if it meets the evaluation criteria outlined in this RFP.
  - a. First will be to determine whether the necessary documents included in EXHIBIT D have been submitted with the proposal package. Proposal packages failing to submit the necessary documentation shall be rejected without further evaluation and the bidder will be so informed in writing.
  - b. Second will be to determine the degree by which the proposal package is responsive to the Minimum Qualifications for consideration.
  - c. Third will be to determine whether the service proposed meets the needs of the Authority.
  - d. Each proposal will be scored. Proposals offering superior services and lower costs will be rated higher than proposal offering minimal services and higher costs.

### **C. Disqualification of a Proponent & Rejection of a Proposal**

Any one or more of the following, among others, may be considered sufficient for the disqualification of a proponent and the rejection of the proposal.

1. Evidence of collusion among proposers.
2. Failure to satisfy the requirements of the RFP.
3. Lack of responsibility as shown by past work, reference, or other factors.
4. Default or termination of other contracts or agreements.
5. Other causes as the Authority deems appropriate at the Authority's sole and absolute discretion.

**D. Rights To Accept Or Reject**

It is understood that the Authority reserves the right to accept or reject any and all proposals for any/or all products and/or services covered in this proposal and to waive irregularities or technical deficiencies that, in the judgment of the Authority, best meet the requirements of the Authority.

**E. Final Selection**

The final selection will be made on the basis of the Authority's determination of which proposer(s) best meets the Authority's needs set forth in the evaluation criteria in this RFP.

The Authority reserves the right to interview some, none or all firms as part of the evaluation process. The Authority reserves the right to accept more than one proposal if in the best interests of the Authority.

## **SECTION VIII: PROPOSAL SUBMISSION REQUIREMENTS**

### **A. Important Notice**

The New York State Freedom of Information Law (FOIL), as set forth in Public Offerers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, proposers should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

The information or data on pages \_\_\_\_\_ of this proposal, 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.

In the event the Authority receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the Authority in making its determination as to whether disclosure is required under the law.

### **B. Minimum Qualifications**

The Authority desires that all proposers possess certain experience and qualifications to ensure a high quality of Services at the Albany Airport. Therefore, proposers must meet the following minimum requirements to be considered for these services:

1. Proposer(s) must have successfully provided services of similar size and specifications to that to be provided at the Albany Airport prior to the submission of the Proposal.
2. Proposer must be able to comply with the performance schedule.



3. Proposer must be otherwise qualified and eligible to receive an award.
4. Proposer must submit completed documents listed in Exhibit D, including Financial Statements.

**C. Submittal**

Proposers are encouraged to submit sufficient information that is pertinent and would assist the Authority in making its decision in the award of services. In order to aid in the evaluation of proposals, issues shall be referenced in the submittal by section and item order and properly marked for evaluation referencing.

**D. Submittal Requirements**

The proposal submittal shall consist of the following documents in the sequence shown below. A set of tabs to identify each part of the proposal should be inserted to facilitate quick reference. Proposer shall submit six (6) bound sets including one (1) Master and five (5) identical copies.

1. **Cover Letter:** (Limit 1 page) Cover letter to identify proposer, the proposer's business organization, and the personnel the Authority should contact concerning the proposal including names, addresses, telephone numbers and fax numbers
2. **Executive Summary:** (Limit 3 pages) Executive Summary of important features of the Proposal, including a statement of minimum qualifications that should be highlighted for review by the Authority.
3. **Experience:** (Limit 3 pages) Set forth the specific experience the proposer has had with providing similar 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.
4. **Proposed Services Information to include:**
  - A) A detailed work plan showing the services to be performed, the frequency, the anticipated staffing, and the materials and equipment to be utilized.
  - B) Organizational Chart specific to Albany International Airport operations, including the level of experience of your on-site management team.
  - C) Pricing
5. **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.

**6. Documents Required To Be Submitted With Proposal:**

In addition to the information set forth above, proponents are required to provide all documents listed in this RFP, Exhibit D with the proposal submittal. Failure to provide this information may result in rejection of the proposal.

**7. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

**8. ALL PROPOSALS MUST BE RECEIVED IN AIRPORT PURCHASING OFFICE BEFORE ACKNOWLEDGMENT DATE AND TIME.**

**9. Signatures**

Proposals must be signed in ink by an authorized officer, all partners, or all joint venture members of the company,

**10. Collusion**

The Authority will reject a company's proposal if more than one proposal is received from that company or if it is found that collusion exists between or amongst proposers.

**11. Incomplete proposals will be rejected.**

**E. Documentation**

Proponent shall provide with the proposal submittal all documentation required by this REQUEST FOR PROPOSAL (RFP). Failure to provide this information may result in rejection of the proposal.

Responses to the requests in this section should be in full and complete answer form, numbered consecutively, with all requested information attached. Provide as much written text as you feel is necessary to effectively communicate your concept, qualifications, etc.

**F. Late Proposals**

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responsible for lateness of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt.

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**I. Exclusion**

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The Authority is always conscious and appreciative of the time and effort expended to submit a proposal. We would appreciate your indicating on your "NO SUBMITTAL" response any requirements of this proposal which may have influenced your decision for a "NO SUBMITTAL".

Proponents desiring a copy of the submittal acknowledgment may request same by enclosing a self-addressed, stamped envelope with the proposal. SUBMITTAL ACKNOWLEDGMENTS WILL NOT BE GIVEN BY TELEPHONE. If you have any questions, please contact the Albany County Airport Authority Purchasing Office at (518) 242-2213.

**K. Performance**

1. After completion of the evaluation process and selection of the successful Proposer by the Authority, the Authority will provide a letter of award to the successful Proposer.

2. No information derived from inspection of Authority records or reports of investigation concerning the Agreements will in any way relieve the Proposer from its responsibility from properly performing its obligations under such Agreement. Available Authority reports are provided as a convenience to the Proposer without any warranty whatsoever by the Authority. The Proposer shall make its own conclusions and interpretations from the data supplied by the Authority and from information available from other sources.

**L. Vendor Protest Policy & Procedures**

Vendors may obtain a copy of the Airport Authority's Protest Policy and Procedures by requesting a copy of the policy from the Albany County Airport Authority Purchasing Office in writing by email to [bmatthews@albanyairport.com](mailto:bmatthews@albanyairport.com).

**Exhibit "A"**  
**New York State Finance Law**  
**Sections 139-j and 139-k**

\* § 139-j. Restrictions on contacts during the procurement process. 1. For the purposes of this section, the following terms will have the following meanings unless specified otherwise.

a. "Governmental entity" shall mean: (1) any department, board, bureau, commission, division, office, council, committee or officer of the state, whether permanent or temporary; (2) each house of the state legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the legislative law; or (7) a subsidiary or affiliate of such a public authority.

b. "Article of procurement" shall mean a commodity, service, technology, public work, construction, revenue contract, the purchase, sale or lease of real property or an acquisition or granting of other interest in real property, that is the subject of a governmental procurement.

c. "Contacts" shall mean any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entity's conduct or decision regarding the governmental procurement.

d. "Proposal" shall mean any bid, quotation, offer or response to a governmental entity's solicitation of submissions relating to a procurement.

e. "Governmental procurement" shall mean: (i) the public announcement, public notice, or public communication to any potential vendor of a determination of a need for a procurement, which shall include, but not be limited to, the public notification of the specifications, bid documents, request for proposals, or evaluation criteria for a procurement contract, (ii) solicitation for a procurement contract, (iii) evaluation of a procurement contract, (iv) award, approval, denial or disapproval of a procurement contract, or (v) approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the procurement contract as it was finally awarded or approved by the comptroller, as applicable), renewal or extension of a procurement contract, or any other material change in the procurement contract resulting in a financial benefit to the offerer.

f. "Restricted period" shall mean the period of time commencing with the earliest posting, on a governmental entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from offerers intending to result in a procurement contract with a governmental entity and ending with the final contract award and approval by the governmental entity and, where applicable, the state comptroller.

g. "Procurement contract" shall mean any contract or other agreement, including an amendment, extension, renewal or change order to an existing contract (other than amendments, extensions, renewals, or change orders that are authorized and payable under the terms of the contract as it was finally awarded or approved by the comptroller, as applicable), for an article of procurement involving an estimated annualized expenditure in excess of fifteen thousand dollars. Grants, article eleven-B state finance law contracts, program contracts between not-for-profit organizations, as defined in article eleven-B of this chapter, and the unified court system, intergovernmental agreements, railroad and utility force accounts, utility relocation project agreements or orders, contracts governing organ transplants, contracts allowing for state participation in trade shows, and eminent domain transactions shall not be deemed procurement contracts.

h. "Offerer" shall mean the individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement whether or not the caller has a financial interest in the outcome of the procurement; provided, however, that a governmental agency or its employees that communicates with the procuring agency regarding a governmental procurement in the exercise of its oversight duties shall not be considered an offerer.

i. "Revenue contract" shall mean any written agreement between a governmental entity, as that term is defined in subparagraphs one, four, five, six or seven of paragraph a of this subdivision, and an offerer whereby the governmental entity gives or grants a concession or a franchise.

j. "Unified court system" shall, for the purposes of this section only, mean the unified court system of the state of New York, or the office of court administration, where appropriate, other than town and village justice courts in jurisdictions with a population under fifty thousand, when it acts solely in an administrative capacity to engage in governmental procurements and shall not include the unified court system or any court of the state judiciary when it acts to hear and decide cases of original or appellate jurisdiction or otherwise acts in its judicial, as opposed to administrative, capacity.

2. Every governmental entity that undertakes a governmental procurement shall:

a. at the same time that a restricted period is imposed, designate, with regard to each governmental procurement, a person or persons who are knowledgeable about the procurement and who may be contacted by offerers relative to the governmental procurement;

b. make any determinations on any governmental procurement: (1) in a manner consistent with the principles provided for under subdivision two of section one hundred sixty-three of this chapter, or, if the governmental entity is a public benefit corporation, as that term is defined in section sixty-six of the general construction law, and the majority of the members consist of persons either appointed by the governor or who serve as members by virtue of holding a civil office of the state, the procurement guidelines adopted pursuant to section twenty-eight hundred seventy-nine of the public authorities law, and (2) free from any conduct that would be prohibited by subdivision five of section seventy-three or section seventy-four of the public officers law, or of other applicable ethics code provisions that are equivalent to subdivision five of section seventy-three or section seventy-four of the public officers law where the public officials that are involved in

the governmental procurement are not subject to subdivision five of section seventy-three or section seventy-four of the public officers law;

3. Each offerer that contacts a governmental entity about a governmental procurement shall only make permissible contacts with respect to the governmental procurement, which shall mean that the offerer:

a. shall contact only the person or persons who may be contacted by offerers as designated by the governmental entity pursuant to paragraph a of subdivision two of this section relative to the governmental procurement, except that the following contacts are exempted from the provisions of this paragraph and do not need to be directed to a designated contact pursuant to section one hundred thirty-nine-k of this article:

(1) the submission of written proposals in response to a request for proposals, invitation for bids or any other method for soliciting a response from offerers intending to result in a procurement contract;

(2) the submission of written questions by a method set forth in a request for proposals, or invitation for bids, or any other method for soliciting a response from offerers intending to result in a procurement contract, when all written questions and responses are to be disseminated to all offerers who have expressed an interest in the request for proposals, or invitation for bids, or any other method for soliciting a response from offerers intending to result in a procurement contract;

(3) participation in a demonstration, conference or other means for exchange of information in a setting open to all potential bidders provided for in a request for proposals, invitation for bids, or any other method for soliciting a response from offerers intending to result in a procurement contract;

(4) complaints by an offerer regarding the failure of the person or persons designated by the procuring governmental entity pursuant to this section to respond in a timely manner to authorized offerer contacts made in writing to the office of general counsel of the procuring governmental entity, provided that any such written complaints shall become a part of the procurement record;

(5) offerers who have been tentatively awarded a contract and are engaged in communications with a governmental entity solely for the purpose of negotiating the terms of the procurement contract after being notified of tentative award;

(6) contacts between designated governmental entity staff of the procuring governmental entity and an offerer to request the review of a procurement contract award;

(7) (a) contacts by offerers in protests, appeals or other review proceedings (including the apparent successful bidder or proposer and his or her representatives) before the governmental entity conducting the procurement seeking a final administrative determination, or in a subsequent judicial proceeding; or

(b) complaints of alleged improper conduct in a governmental procurement to the attorney general, inspector general, district attorney, or court of competent jurisdiction; or

(c) protests, appeals or complaints to the state comptroller's office during the process of contract approval, where the state comptroller's approval is required, provided that the state comptroller shall make a record of such communications and any response thereto which shall be entered into the procurement record pursuant to section one hundred sixty-three of this chapter; or

(d) complaints of alleged improper conduct in a governmental procurement conducted by a municipal agency or local legislative body to the state comptroller's office;

(8) communications between offerers and governmental entities that solely address the determination of responsibility by a governmental entity of an offerer;

(9) Any communications relating to a governmental procurement made under section one hundred sixty-two of the state finance law undertaken by (i) the non-profit-making agencies appointed pursuant to paragraph e of subdivision six of section one hundred sixty-two of the state finance law by the commissioner of the office of children and family services, the commissioner for the blind, or the commissioner of education, and (ii) the qualified charitable non-profit-making agencies for the blind, and qualified charitable non-profit-making agencies for other severely disabled persons as identified in subdivision two of section one hundred sixty-two of this chapter; provided, however, that any communications which attempt to influence the issuance or terms of the specifications that serve as the basis for bid documents, requests for proposals, invitations for bids, or solicitations of proposals, or any other method for soliciting a response from offerers intending to result in a procurement contract with a state agency, the state legislature, the unified court system, a municipal agency or local legislative body shall not be exempt from the provisions of this paragraph;

provided, however, that nothing in this subdivision shall be construed as recognizing or creating any new rights, duties or responsibilities or abrogating any existing rights, duties or responsibilities of any governmental entity as it pertains to implementation and enforcement of article eleven of this chapter or any other provision of law dealing with the governmental procurement process, and that nothing in this subdivision shall be interpreted to limit the authority of a governmental entity involved in a government procurement by exercise of an oversight function from providing information to offerers regarding the status of the review, oversight, or approval of a governmental procurement that has been submitted to or is under review by that governmental entity.

b. shall not attempt to influence the governmental procurement in a manner that would result in a violation or an attempted violation of subdivision five of section seventy-three or section seventy-four of the public officers law, or of other applicable ethics code provisions that are equivalent to subdivision five of section seventy-three or section seventy-four of the public officers law where the public officials that are involved in the governmental procurement are not subject to subdivision five of section seventy-three or section seventy-four of the public officers law;

4. Violations of paragraph a of subdivision three of this section shall include any contacts during the restricted period of a governmental procurement between the offerer and any member, officer or employee of any governmental entity other than the entity conducting the governmental procurement; provided, however, that nothing in this section shall be deemed to prohibit an offerer from communicating with a member of the state legislature or legislative staff about a governmental procurement being conducted by a governmental entity other than the state legislature, or a member of the state legislature or legislative staff contacting a governmental entity about a governmental procurement being conducted by a governmental entity other than the state legislature, provided that the member of the state legislature or legislative staff is acting in his or her official capacity.



5. Governmental entity staff may consult the model guidelines that may be established by the advisory council on procurement lobbying pursuant to section one-t of the legislative law in implementing this section.

6. a. Every governmental entity shall incorporate a summary of the policy and prohibitions regarding permissible contacts during a governmental procurement pursuant to subdivision three of this section, and copies of rules and regulations and applicable governmental entity guidelines and procedures regarding permissible contacts during a governmental procurement pursuant to subdivision three of this section into their solicitation of proposals or bid documents or specifications for all procurement contracts.

b. Every governmental entity shall seek written affirmations from all offerers as to the offerer's understanding of and agreement to comply with the governmental entity's procedures relating to permissible contacts during a governmental procurement pursuant to subdivision three of this section. Such a written affirmation by an offerer shall be deemed to apply to any amendments to a procurement submitted by the governmental entity after an initial affirmation is received with an initial bid.

7. Notwithstanding any law to the contrary, prior to conducting an award of a procurement contract, a governmental entity conducting a governmental procurement shall make a final determination of responsibility of the proposed awardee in accordance with paragraph f of subdivision nine of section one hundred sixty-three of this chapter, or, if the governmental entity is a public benefit corporation, as that term is defined in section sixty-six of the general construction law, and the majority of the members consist of persons either appointed by the governor or who serve as members by virtue of holding a civil office of the state, according to the procurement guidelines adopted pursuant to subparagraph (iii) of paragraph (b) of subdivision three of section twenty-eight hundred seventy-nine of the public authorities law; provided, however, that nothing in this subdivision shall be construed as abrogating or diminishing any existing rights, duties or responsibilities of any governmental entity as it pertains to determinations of responsibility.

8. Any member, officer or employee of a governmental entity who becomes aware that an offerer has violated the provisions of subdivision three of this section with regard to permissible contacts during any governmental procurement shall immediately notify the ethics officer, inspector general, if any, or other official of the procuring governmental entity responsible for reviewing or investigating such matters. If an offerer violates the provisions of subdivision three of this section with regard to permissible contacts at a governmental entity other than the governmental entity conducting the governmental procurement, the member, officer or employee who becomes aware of the violation shall notify the ethics officer, inspector general, if any, or other official of the governmental entity responsible for reviewing or investigating such matters where that member, officer or employee works, who shall in turn notify the ethics officer, inspector general, if any, or other official of the procuring governmental entity responsible for reviewing or investigating such matters at the procuring governmental entity.

9. Every governmental entity shall establish a process for review by its ethics officer, inspector general, if any, or other official responsible for reviewing or investigating any allegations of violations of the provisions of subdivision three of this section with regard to permissible contacts on governmental procurements, and for the

imposition of sanctions if such violations have been found to exist.

10. a. Upon notification of any allegation of a violation of the provisions of subdivision three of this section with regard to permissible contacts on governmental procurements, the governmental entity's ethics officer, inspector general, if any, or other official of the procuring governmental entity responsible for reviewing or investigating such matters shall immediately investigate such allegation and, if sufficient cause exists to believe that such allegation is true, shall give the offerer reasonable notice that an investigation is ongoing and an opportunity to be heard in response to the allegation.

b. A finding that an offerer has knowingly and willfully violated the provisions of subdivision three of this section shall result in a determination of non-responsibility for such offerer, and such offerer and its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders (hereinafter, for the purposes of this paragraph "offerer"), shall not be awarded the procurement contract, unless the governmental entity finds that the award of the procurement contract to the offerer is necessary to protect public property or public health or safety, and that the offerer is the only source capable of supplying the required article of procurement within the necessary timeframe, provided, that the governmental entity shall include in the procurement record a statement describing the basis for such a finding. Any subsequent determination of non-responsibility due to violation of this section within four years of a determination of non-responsibility due to a violation of this section shall result in the offerer being rendered ineligible to submit a proposal on or be awarded any procurement contract for a period of four years from the date of the second final determination. Every governmental entity shall ensure that its solicitations of proposals for procurement contracts require offerers to disclose findings of non-responsibility due to violations of the provisions of subdivision three of this section within the previous four years by any governmental entity. The failure of offerers to timely disclose accurate and complete information or otherwise cooperate with the governmental entity in administering this provision shall be considered by the governmental entity in its determination of responsibility; provided, further, that the governmental entity shall not award a contract to an offerer who fails to timely disclose accurate and complete information or otherwise cooperate with the governmental entity in administering this provision unless the governmental entity finds that the award of the procurement contract to the offerer is necessary to protect public property or public health or safety, and that the offerer is the only source capable of supplying the required article of procurement within the necessary timeframe, provided, that the governmental entity shall include in the procurement record a statement describing the basis for such a finding. Upon a determination of non-responsibility or debarment due to a violation of this section, the governmental entity shall notify the office of general services, which shall keep a list of all offerers who have been determined to be nonresponsible bidders or debarred due to violations of this section; the office of general services shall make publicly available such list and shall publish such list on its web site.

c. If a violation of the provisions of subdivision three of this section is found to have knowingly and willfully occurred, then the ethics officer or inspector general, if any, or other official of the procuring governmental entity responsible for reviewing or investigating such matters shall report instances of employee violation of the

guidelines and procedures regarding implementation of subdivision two of this section to the governmental entity's head.

11. Nothing in this section shall be deemed to prevent: (a) contacts by offerers in protests, appeals or other review proceedings (including the apparent successful bidder or proposer and his or her representatives) before the governmental entity conducting the procurement seeking a final administrative determination, or in a subsequent judicial proceeding; or

(b) complaints of alleged improper conduct in a governmental procurement to the attorney general, inspector general, district attorney, or court of competent jurisdiction; or

(c) written protests, appeals or complaints to the state comptroller's office during the process of contract approval, where the state comptroller's approval is required by law, and where such communications and any responses thereto are made in writing and shall be entered in the procurement record pursuant to section one hundred sixty-three of this chapter; or

(d) complaints of alleged improper conduct in a governmental procurement conducted by a municipal agency or local legislative body to the state comptroller's office;

provided, however, that nothing in this subdivision shall be construed as recognizing or creating any new rights, duties or responsibilities or abrogating any existing rights, duties or responsibilities of any governmental entity as it pertains to implementation and enforcement of article eleven of this chapter or any other provision of law dealing with the governmental procurement process.

## **EXHIBIT B: CONTRACTUAL TERMS AND CONDITIONS**

**This EXHIBIT to be attached to the Contract or is hereby incorporated into the Contract by reference)**

### **A. Contract/Agreement**

**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 successful proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the Authority.**

### **B. Contract Administrator**

**The Authority will designate a contract administrator with designated responsibility to ensure compliance with all the Contractual Term and Conditions, including, but not limited to, the inspection and acceptance of the service provided. The Contract Administrator will serve as liaison between the Authority and the successful proposer.**

### **C. Performance Terms and Conditions:**

- 1. The Contract shall designate the location of services. There will be scheduled hours for the performance of services and a specific locations for equipment/supply deliveries which do not conflict with the Airport's peak traffic times. Services should cause little or no interference with Airport Operations.**
- 2. Authority personnel will conduct a full visual inspection of completed work before accepting the services performed. The Authority shall have the right to request any improvements necessary so the services meet the specifications set forth in the RFP and the proposers response before accepting the services performed. Inspection and/or testing may be performed at the request of the Authority, with concurrence of the proposer, by an agent so designated, without expense to the Airport.**

**If after inspection, problem areas that are not corrected immediately (within one (1) working day) of notification by the Authority, unless involving an emergency where work shall occur (within one (1) hour), and 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.**

- 3. Successful proposer warrants that all services conform to the proposed specifications, drawings, descriptions listed in the proposal invitation, 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 shall not limit or exclude any implied warranties and any attempt to do so may render the contract and purchase order null and void at the option of and at no expense to the Airport. In case of conflict between the specifications, drawings and descriptions, the specifications shall govern.**

4. **The Authority shall retain and enforce the Performance bond if the successful proposer does not perform acceptable services by the performance date specified.**

**D. Payments:**

1. **The Authority will make payment only after the proposer's performance and the acceptance of services by the Authority subject to the Minimum Fee Payment as set forth in the Request for Proposal.**
2. **Along with vendor invoices, a complete log showing the date, time of service, driver and truck number should be submitted to the Authority.**
3. **Vendor invoices shall show the contract number and shall be accompanied by a signed Authority Claim Form. Invoices and Claim Forms shall be mailed to: Albany County Airport Authority, Albany International Airport. Main Terminal, Third Floor, Albany, New York, 12211-1057. ATTN: Accounts Payable.**
4. **The vendors invoice shall state any prompt payment discounts available.**
5. **The Authority shall not pay any freight and/or delivery charges not specifically authorized and included on the purchase order.**
6. **The Authority is exempt from the State Sales Tax.**
7. **The Authority requires the vendor and the vendor agrees to pay suppliers/ subcontractors within ten (10) days after the vendor receives payment from the Authority.**
8. **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.**
9. **There will be no increases paid due to an escalation in any cost of materials, labor, fuel or other cost of any kind.**

**E. Insurance**

Before commencing services, the successful proposer shall be required at their own expense to furnish the Authority within ten (10) days of notification to proceed with certified copies of all insurance requirements to be in force throughout the term of the contract as follows:

	Required Minimum Coverage
General Liability, including automobile and property damage	\$1,000,000
Worker's Compensation and Disability	New York Requirements

The Authority or the Authority's insurance underwriters may require higher or approve deviations from these suggested minimums. The Authority and the County shall be named as additional insured on all insurance policies and, as a general rule, the above reflects the types and range of required coverage.

Offeree's Insurance agent is requested to complete the Insurance Requirement Affidavit in Section VI, of this Proposal and return as part of offer.

**F. Contract Term**

It is the intention of the Authority to award to the successful proposer a contract for the term of one year. The Authority reserves the option to renew, with mutual written consent, up to four (4) additional one year terms.

**G. Disadvantaged Business Enterprise / Minority & Woman Owned Business Enterprise Goals**

It is the Authority's policy to provide the maximum practicable opportunity for participation at the Airport by minorities and women in accordance with 41 CFR Part 23 and all other applicable federal, state and local requirements. The Authority has adopted a DBE and MWBE Plan (the "Plan"). Copies of the complete Plan are available upon request to the Authority's Purchasing Office. Proposers should show a good faith effort in working toward the attainment of those goals. Proposers that are DBE or MWBE must provide a copy of their certification.

**H. Other Terms and Conditions:**

**1. Conflict Of Interest**

No public official from the State of New York, County of Albany, or any local governmental unit located within the County of Albany shall have interest in the Agreement.

**2. Venue**

The Proposer and the Authority explicitly agrees that this RFP will be governed and

**construed according to the laws of the State of New York and the parties further agree that the Supreme Court, State of New York, County of Albany, the United States District Court, Northern District of New York shall be the forum for any actions brought under this RFP.**

**3. Silence of Requirements**

**The apparent silence of these Terms and Conditions as to any detail or to the apparent omission from it of the description concerning any point, shall be regarded as meaning that only the best business practices are to prevail. All interpretations of these requirements shall be made on the basis of this statement.**

**4. Advertising**

**The successful proposer shall not advertise or publish, without the Authority's prior written approval, the fact that the Authority has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.**

**5. Interference**

**There shall be no interference with Albany Airport operations in the performance of the services herein.**

**6. Termination Rights By The Authority**

**The Authority may terminate the contract for cause upon thirty (30) days written notice, should the successful bidder be in default of the contract. In such instances, the Authority is not required to purchase the bidder's equipment/supplies, if any, and the bidder may be required to remove all equipment/supplies at its own expense in a timely manner.**

**7. Representations**

**No 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. The successful proposer make its own conclusions and interpretations from the data supplied by the Authority and from information available from other sources.**

**8. Cumulative Rights**

**The rights and remedies provided by this Agreement is cumulative and the use of one right or remedy by a party shall not preclude or waiver the right to use any or all of the remedies.**

**9. Indemnification**

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).

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.

The provisions of this Section shall survive the expiration or sooner termination of this Agreement.

**10. Default**

If the successful proposer is in default, the Authority may, in its discretion, do all things necessary to effect compliance with the laws, regulation, by laws, directives, rules and conventions 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.

**11. Patents/Copyrights**

The successful proposer agrees to protect the Authority from claims involving infringements of patents and/or copyrights. By submission of this bid and as part of the awarded contract for sale, the proposer agrees to ascertain whether services performed to the specifications will cause the rightful claim of any third person by way of infringement or the like. The Authority makes no warranty that the performance of services meeting the specifications will not cause such a claim, and in no event shall the Authority be liable to proposer for indemnification should the proposer be sued on the grounds of infringement or the like. If the proposer is of the opinion that an infringement or the like will result, the proposer will notify the Authority to this effect in writing within two (2) weeks after the award of the contract. If the Authority does not receive notice and is subsequently held liable for the infringement or the like, proposer will save the Authority harmless. If the proposer in good faith ascertains that the performance of series according to the specifications will result in infringement or the



like, the awarded contract shall be null and void.

**12. Remedies**

The successful proposer and the Authority agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**13. Ethics**

The proposer shall not accept or offer gifts or anything of value nor enter any business arrangement with any employee, official or agent of the Authority. Any contact by a proposer with Authority members, Airport consultants, the Chief Executive Officer, the Airport Manager or other Authority or Airport staff, other than with the Purchasing Office and the Review Panel, shall be grounds for disqualification.

**14. Compliance**

All equipment used in the performance of this contract must comply with all federal, state, county and local laws concerning this type of equipment and the fulfillment of all ADA (American with Disabilities Act) requirements.

**15. Drug/Smoke Free**

Albany International Airport maintains a drug and smoke free work place. Use, possession or under the influence of drugs and / or alcohol or smoking while in performance of the services is strictly prohibited.

**16. Non Discrimination Requirements**

In accordance with Article 5 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional, non-discrimination provisions, the Proposer agrees that neither it nor its subcontractors shall be reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Agreement.

**17. Warranty**

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.

**18. Safety Warranty**

Successful proposer warrants that the services provided shall conform to the standards declared by the U.S. Department of Labor under the Occupation Safety and Health Act of 1970, as amended. In the event the services provided do not conform to OSHA standards, the Authority may require the services conform at no additional expense to the Airport. In the event the successful proposer fails to make the appropriate correction within a reasonable time, any corrections made by the Authority shall be at the successful proposer's expense.

**19. Right to Supply**

Albany County Airport Authority reserves the right, but shall not be obligated, to provide to the successful proposer, at Proposer's expense, any or all materials and supplies required in connection with the performance of services hereunder. The successful proposer shall provide any materials or supplies required concerning the performance of services at Proposer's expense.

**20. Inspection and Audit**

The successful proposer shall keep, or cause to be kept, at its principle 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 access, during normal business hours, to such books and records for the purposes of inspection, extraction and audit.

**21. Liability for Taxes, License and Fees**

The successful proposer shall pay taxes, license and permit fees, and assessment (including without limitation, all taxes, assessments and charges based upon gross receipts, and fees required paid under any applicable licenses, leases or agreements), and any interest and penalties thereon, in any manner levied assessed, or imposed upon the successful proposer by any government or agency or instrumentality thereof having jurisdiction, arising out of, resulting from or related in the performance of any services by Successful proposer under this Agreement.

**22. Price Redetermination:**

A price redetermination may be considered by Albany International Airport only at anniversary date of the contract and shall be substantiated in writing (Federal/State minimum wage law; Federal/State unemployment taxes; F.I.C.A.; Insurance Coverage Rates; etc.). All requests for price redetermination with written substantiation must be submitted to the Airport in writing at the time of notification of extension. The

**proposer's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Albany County Airport Authority reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the Airport.**

**23. Waste Disposal**

**The successful proposer shall dispose of all refuse, rubbish and waste resulting from performance of services, to the satisfaction of Albany County Airport Authority.**

**24. Recycling**

**The successful proposer must comply with all State, County and Town recycling regulations. Any fines incurred will be the successful proposer's responsibility.**

**25. Option to Add or Delete**

**Albany County Airport Authority may, at its sole option, by notice to the proposer, add or delete portions of Albany County Airport facility in which successful proposer performs services hereunder. The charges or credits given by the successful proposer for such added or deleted areas based upon the addition of or they shall calculate reduction in the unit of measurement at the appropriate price per unit of measurement as requested as part of this bid.**

## EXHIBIT C: SCOPE OF SERVICES

### A. Objective

The purpose of this RFP is to enable the Authority to analyze and compare proposals for Uniform Rental Services for employees at Albany International Airport.

### B. Scope of Services

It is the intent of the Authority to obtain expert Uniform Rental Services as described below. Pricing proposed shall include the cost of all garments, maintenance, sizing, repair, pickup/delivery and equipment needed such as lockers and hampers (at each location-sufficient to accommodate the number of persons per location). Laundering of uniforms must be included in all pricing. The Authority reserves the right to award this contract for the service that best meets the needs of the Airport. Delivery and laundering pick up of each department will be on a weekly basis. Delivery must be made on a weekday during normal business hours.

All garments MUST be new when issued to employees at the start date of the contract. The awarded contractor must provide garments that are clean and approved by the assigned Airport personnel for each department. If a garment becomes damaged or worn is NOT acceptable.

Samples MUST be provided with each proposal. Samples are to be marked with your company name and the department the sample is being proposed for.

Example:

Vendor Name: Company ABC

Sample for: All Maintenance Departments

Samples should be submitted on hangars or neatly folded in a sealed container, i.e. a durable box with a lid. Only one sample of each garment is required. Samples must be in the color stated in the detailed scope for each garment.

Service will begin on **October 15, 2021** with the awarded contractor.

## **RENTAL WITH LAUNDRY SERVICES**

**All Maintenance Departments (Airfield, Vehicle, Glycol, Building, Parking Maintenance) and Million Air (FBO)**

1. Provide new and unused garments as specified herein. Service shall include all repairs, maintenance and laundering of garments.

2. Garments shall be maintained to reflect a professional appearance. Faded and worn out garments are not acceptable.
3. Garments that require repairs shall be subject to approval by the Department Head or assigned person prior to returning the garment to service.
4. Garments that become worn, faded, or visibly tattered shall be replaced with new and unused garments. Slightly used garments may be acceptable on a case by case basis at the discretion of the Department Head.
5. Provide laundry hampers to each pick-up location.
6. Provide seven (7) day turn around on garment laundering service.
7. Provide seven (7) day turn around on garment repairs.
8. Provide seven (7) day turn around for new hires from date of order.
9. Provide for the accurate sizing of each employee at the start of the contract and as needed for new employees or the re-sizing of current employees. Only one manufacturer so that there is uniformity in sizing. Please provide a size scale for the garments.
10. Provide for discounts for vacation days taken by employees.
11. Employees that are added after the initial start of the service contract shall receive NEW and UNUSED CLOTHING within seven (7) days from the day the order is placed.
12. Provide the application of logos on all shirts that may require them.
13. Number of employees given for each department is approximate and subject to change.

**\*\*AIRFIELD MAINTENANCE/VEHICLE MAINTENANCE/GLYCOL\*\***

Approximate Employee Count: 18 Airfield, 11 Vehicle

Pants with Reflective Striping:

Poly/Cotton Cargo – 8 oz. 65% Poly/35% poly/cotton twill, cured for Durable Press.

Color: **Navy**

Industrial Shirt with Reflective Striping:

4.25 oz. 65%/35% Poly/Cotton with retro-reflective striping on the front, back and sleeves, convertible collar with stays, two chest pockets.

Airport Logo on Front Left Breast / Patch or direct embroidered is acceptable

Color: **Light Blue**

Ike Jackets with Reflective Striping:

Red Cap Style JT20NV or equal

65% Poly/35% Cotton with 2 ½ “ enhanced visibility trip around chest and sleeves, 7 ½ oz. Twill, pre-cured durable press, slack pockets with patch

pocket or sleeve, waist length, zip out liner.  
Airport Logo on Front Left Breast / Patch or direct embroidered is acceptable  
Color: **Navy**

Coveralls:

Red Cap Style CT12NV or equal  
65% Poly/35% Combed Cotton Twill, One Piece Topstitched, Concealed Zipper Front, Sized to be worn over clothing.  
Color: **Navy**

<u>To Be Issued:</u>	<u>Changes Weekly:</u>
11 Pair of Pants	5 Pants
5 Short Sleeve Shirts	3-5 Short Sleeve Shirts
5 Long Sleeve Shirts	3-5 Long Sleeve Shirts
2 Ike Jackets w/1 Zipout Liner	1 Ike Jackets
2 Pair Coveralls	1 Coverall

**\*\*BUILDING MAINTENANCE\*\***

Approximate Employee Count: 8

Pants with Reflective Striping:

Red Cap Style PT20NV or equal, 65/35 combed cotton, 7 ½ oz. twill, Post-cure, durable  
Color: **Navy**

Industrial Shirt with Reflective Striping:

4.25 oz. 65%/35% Poly/Cotton with retro-reflective striping on the front, back and sleeves, convertible collar with stays, two chest pockets.  
Airport Logo on Front Left Breast / Patch or direct embroidered is acceptable  
Color: **Navy**

Ike Jackets with Reflective Striping:

Red Cap Style JT20NV or equal  
65% Poly/35% Cotton with 2 ½ “ enhanced visibility trip around chest and sleeves, 7 ½ oz. Twill, pre-cured durable press, slack pockets with patch pocket or sleeve, waist length, zip out liner.  
Airport Logo on Front Left Breast / Patch or direct embroidered is acceptable  
Color: **Navy**

Coveralls:

Red Cap Style CT12NV or equal

65% Poly/35% Combed Cotton Twill, One Piece Topstitched, Concealed Zipper Front, Sized to be worn over clothing.

Color: **Navy**

<u>To Be Issued:</u>	<u>Changes Weekly:</u>
11 Pair of Pants	5 Pants
5 Short Sleeve Shirts	3-5 Short Sleeve Shirts
5 Long Sleeve Shirts	3-5 Long Sleeve Shirts
2 Ike Jackets w/1 Zipout Liner	1 Ike Jackets
2 Pair Coveralls	1 Coverall

## **\*\*PARKING MAINTENANCE\*\***

Approximate Employee Count: 4

### Pants with Reflective Striping:

Red Cap Style PT20NV or equal, 65/35 combed cotton, 7 ½ oz. twill, Post-cure, durable

Color: **Navy**

### Industrial Shirt with Reflective Striping:

4.25 oz. 65%/35% Poly/Cotton with retro-reflective striping on the front, back and sleeves, convertible collar with stays, two chest pockets.

Airport Logo on Front Left Breast / Patch or direct embroidered is acceptable

Color: **Light Blue**

### Ike Jackets with Reflective Striping:

Red Cap Style JT20NV or equal

65% Poly/35% Cotton with 2 ½ “ enhanced visibility trip around chest and sleeves, 7 ½ oz. Twill, pre-cured durable press, slack pockets with patch pocket or sleeve, waist length, zip out liner.

Airport Logo on Front Left Breast / Patch or direct embroidered is acceptable

Color: **Navy**

<u>To Be Issued:</u>	<u>Changes Weekly:</u>
11 Pair of Pants	5 Pants
5 Short Sleeve Shirts	3-5 Short Sleeve Shirts
5 Long Sleeve Shirts	3-5 Long Sleeve Shirts
2 Ike Jackets w/1 Zipout Liner	1 Ike Jackets

**\*\*MILLION AIR (FBO) UNIFORMS\*\***

Approximately 27 employees- Pants Only  
Rental & Laundry Services for the following:

Pleated Pants

Womens': 65% / 35% Soft Twill, 8 oz.

Mens': 65% / 35% Soft Twill, 8 oz.

Color: **Khaki / Tan** (for Both Men & Women)

To Be Issued:

11 Pair of Pants

Changes Weekly:

5 Pants

**\*\*CUSTODIAL\*\***

Approximate Employee Count: 26

Shirts

Golf / Polo Style Shirt, Pocket less, Moisture Wick/Moisture Management Technology.  
Wrinkle Resistant.

Color: **Navy Blue**, White Airport Logo Embroidered on Front Left Breast

Pants

Womens': 65% / 35% Soft Twill, 8 oz.

Mens': 65% / 35% Soft Twill, 8 oz.

Color: Khaki / Tan (for Both Men & Women)

To Be Issued:

11 Pair of Pants

5 Short Sleeve Shirts

5 Long Sleeve Shirts

Changes Weekly:

5 Pants

3-5 Short Sleeve Shirts

3-5 Long Sleeve Shirts



**\*\*PARKING CASHIERS / SHUTTLE BUS DRIVERS/ CURBSIDE \*\***

Approximate Employee Count: 53

Shirts

Golf / Polo Style Shirt, Pocket less, Moisture Wick/Moisture Management Technology. Wrinkle Resistant.

Color: **Navy Blue** with White Airport Logo Embroidered on Front Left Breast

Pants

Womens': 65% / 35% Soft Twill, 8 oz.

Mens': 65% / 35% Soft Twill, 8 oz.

Color: Khaki / Tan (for Both Men & Women)

<u>To Be Issued:</u>	<u>Changes Weekly:</u>
11 Pair of Pants	5 Pants
5 Short Sleeve Shirts	3-5 Short Sleeve Shirts
5 Long Sleeve Shirts	3-5 Long Sleeve Shirts

**\*\*OPERATIONS / SECURITY \*\***

Approximate Employee Count: 10 / Shirts only

Shirts

Dress Shirt , Long Sleeve, Light Blue, Button Down fused collar, 70/30 Cotton/Poly with White Airport Logo Embroidered on Front Left Breast

<u>To Be Issued:</u>	<u>Changes Weekly:</u>
10 Shirts	5 Shirts

**All proposers are required to submit samples of each item they submit a proposal for.**

**All proposals must include ALL charges. Any additional costs must be given and details of these fees must be included in all submittals. For example; resignation or termination of an employee resulting in the return of uniforms. Any related fee must be explained in your submittal, if applicable.**

**This contract is for a term on one year (1) with four optional one (1) year renewals. If any costs/fees are to be paid at the end of this contract, all fees must be stated in your proposal.**

**C. Exception/Substitutions**

All proposals meeting the requirement of this RFP will be considered for the award. Proposers taking exceptions to the specifications shall do so at their own risk. By offering substitutions, the proposer shall state these exceptions in Exhibit D or by attachment as part of the proposal. Exception/substitution, if accepted, must meet or exceed specifications stated herein. The absence of such a list shall indicate that the proposer has not taken exceptions and shall hold the proposer responsible for performing in strict accordance with the specifications of the solicitation. The Authority reserves the right to accept any and/or all/none of the exceptions/substitutions deemed to be in the best interest of the Airport.

References are to be supplied with your proposal with Exhibit D.

**EXHIBIT D: DOCUMENTS REQUIRED TO BE SUBMITTED WITH PROPOSAL**

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

Signature of Authorized Person: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address of Proposer: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**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 \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_ on this day personally appeared \_\_\_\_\_ who after being by me duly sworn did depose and say: I, \_\_\_\_\_ am a duly authorized officer of/agent for \_\_\_\_\_ 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: \_\_\_\_\_  
\_\_\_\_\_

Telephone and Fax Numbers: \_\_\_\_\_

By: \_\_\_\_\_ Name & Title \_\_\_\_\_  
Signature

SUBSCRIBED AND SWORN to before me by the above-named on this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ .

\_\_\_\_\_  
Notary Public in and for the State of NY

**Exhibit D: Proposal C**

**Offerer Disclosure of Prior Non-Responsibility Determinations**

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

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

\_\_\_\_\_

Contract Procurement Number: \_\_\_\_\_

Date: \_\_\_\_\_

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: \_\_\_\_\_ Date: \_\_\_\_\_

Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Exhibit D: Proposal D

### PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, a corporation chartered and existing under the laws of the State of \_\_\_\_\_, and fully authorized to do business in the State of New York, and hereby held and firmly bound unto Albany International Airport Authority, as Owner in the sum of \$ \_\_\_\_\_ dollars and no cents in good and lawful money of the United States of America, to be paid upon demand to the Albany County Airport Authority 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
By

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond of said Corporation is the 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)

**Exhibit D: Proposal E**

**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 Agent

Name of Insurance Carriers: \_\_\_\_\_

Address of Agency: \_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_  
Notary Public in and for  
State of New York

**Exhibit D: Proposal F-1**

**CORPORATION/LIMITED LIABILITY COMPANY STATEMENT**

IF A CORPORATION, answer the following:

1. When incorporated/formed?

\_\_\_\_\_

2. Where incorporated/formed?

\_\_\_\_\_

3. Is the corporation/LLC authorized to do business in New York?

\_\_\_\_\_ Yes          \_\_\_\_\_ No

If New York is not state of incorporation/formation:

- 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/LLC is held: \_\_\_\_\_ Publicly          \_\_\_\_\_ Privately

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

<b>Officer's Name</b>	<b>Address</b>	<b>Position</b>	<b>%</b>
-----------------------	----------------	-----------------	----------

\_\_\_\_\_



**Principal  
Shareholders / Members**

**Address**

**Percentage  
Ownership**

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**Exhibit D: Proposal F-2**

**PARTNERSHIP STATEMENT**

IF A PARTNERSHIP, answer the following:

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 Of Share	General Limited Partner
------	---------	---------------------	-------------------------------

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**Exhibit D: Proposal F-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 an Independent 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 ( )
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 ( )
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 ( )
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 ( ) If Yes, please explain

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**Exhibit D: Proposal G**

**WORK FORCE COMPOSITION**

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**Name of Firm** **Phone Number**

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**Address** **City** **State** **Zip Code**

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**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						
Sales Workers						
Office Workers						
Semiskilled Workers						
Unskilled Workers						
Apprentices						
Seasonal Temporary Part Time						
<b>TOTAL</b>						

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

**Remarks:** \_\_\_\_\_

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**Exhibit D: Proposal H**

**REFERENCES**

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

- 1. Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
**Street/P.O. Box                      City                      State                      Zip Code**

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_
  
- 2. Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
**Street/P.O. Box                      City                      State                      Zip Code**

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_
  
- 3. Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
**Street/P.O. Box                      City                      State                      Zip Code**

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**EXHIBIT D: Proposal I**

**PROPOSAL SUBMITTAL FORM**

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

**The bidder can meet or exceed required specifications as required in SCOPE OF SERVICES?**

**YES**

**NO**

**PRICING:**

***RENTAL WITH LAUNDERING***

**\*AIRFIELD MAINTENANCE/VEHICLE MAINTENANCE/GLYCOL\***

Approximate Employee Count: 18 Airfield, 11 Vehicle

COST PER EMPLOYEE PER WEEK \$ \_\_\_\_\_

**\*BUILDING MAINTENANCE\***

Approximate Employee Count: 8

COST PER EMPLOYEE PER WEEK \$ \_\_\_\_\_

**\*PARKING MAINTENANCE\***

Approximate Employee Count: 4

COST PER EMPLOYEE PER WEEK \$ \_\_\_\_\_

**\*MILLION AIR\***

Approximate Employee Count: 32

COST PER EMPLOYEE PER WEEK \$ \_\_\_\_\_

**\*CUSTODIAL\***

Approximate Employee Count: 26

COST PER EMPLOYEE PER WEEK \$ \_\_\_\_\_



**AGENDA ITEM NO. 10.4**

**Authorization to award Contract #21-1079, Security &  
Driver Training Computer System.**

AGENDA ITEM NO: 10.4  
MEETING DATE: September 13, 2021

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

ACAA Approved  
09/13/2021

**DEPARTMENT:**

Contact Person: *Michael Zonsius, Chief Financial Officer*

**PURPOSE OF REQUEST:**

*Authorization to award Contract #21-1079, Security & Driver Training Computer System.*

**CONTRACT AMOUNT:**

*Annual contract cost \$104,300.00  
Annual cost, per year, for the next four years, \$8,800.00*

**BUDGET INFORMATION:**

*Anticipated in Current Budget: Yes X No \_\_\_\_\_ NA \_\_\_\_\_*

**FISCAL IMPACT - FUNDING (Dollars or Percentages)**

*Federal \_\_\_\_\_ State \_\_\_\_\_ Airport \_\_\_\_\_ NA ✓*

**JUSTIFICATION:**

*Authorization is requested to award Contract #21-1079, Security & Driver Training Computer System. As an air carrier airport, ALB must comply with the provisions of CFR Part 1542.213, Training, whereby "... an airport operator may not authorize any individual unescorted access to the secured area or Secured Identification Display Area ... unless that individual has successfully completed training in accordance with TSA-approved curriculum...". Currently, this training is conducted in a classroom setting and Staff desires to migrate to a computer-based system, in part due to COVID-19 concerns, to improve training availability with a web based-on demand training program, and to improve the consistency/standardization of training.*

*An RFP was issued on April 29, 2021 and there were two respondents: American Association of Airport Executives (AAAE) and Safety & Security instruction. An evaluation committee reviewed both submittals and recommended AAAE.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

AGENDA ITEM NO: 10.4  
MEETING DATE: September 13, 2021

**FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL:** YES  NA

**BACK-UP MATERIAL:** *Please see attached pricing proposals.*





### Proposal Pricing

Please see below pricing for AAAE's IET-LS.

#### Itemized Summary of Costs for License, Course Development, and Support

Software	Description	Price
<b>Enterprise License</b>	Learning Suite (database) license for training records and reporting via web-based application.	\$10,000.00
<b>Online URL Configuration</b>	Labor required to configure IET-LS online site to the airport's specific credential requirements to host the airport's courses.	\$6,000.00
<b>Multi-Factor Authentication - Email</b>	Users are required to login to a personal email account provided to airport administration to verify their identity prior to completing their compliance training.	Optional -- Included
		<b>\$16,000.00</b>

#### Itemized Summary of Costs for Course Development (with Captions and iOS Compatible)

Courses	Description	Price
Active Shooter (Non-Custom)	This training course provides basic information to help airport employees in the event of an active shooter situation. The course instructs airport staff how to react to threats, escape or fight, what to expect with the police response, and how to get to safety.	Included
Authorized Signatory (Non-Custom)	This course covers the basic requirements and responsibilities of company employees who are designated under to TSA 49 CFR Part 1542 as signatory authorities. All organizations with personnel working at an airport requiring identification media must have individuals or designated representatives who are authorized to sponsor or request airport identification media.	Included
Cybersecurity Awareness for Airport Workers (Non-Custom)	This training course provides airport employees a review of best cybersecurity hygiene practices and outlines online threats and how to mitigate intrusions. Topics include best practices for password protection, awareness of "phishing" emails, common cybersecurity threats, and real-world examples of attacks that amplify the importance of cyber protection.	Included
Human Trafficking Prevention at Airports (Non-Custom)	This training course provides airport employees information on how to identify the warning signs and behaviors of human trafficking activity in various parts of the airport. It instructs employees on what to do should they suspect human trafficking activity at their airport.	Included



<b>Courses</b>	<b>Description</b>	<b>Price</b>
Airport Insider Threat Training (Non-Custom)	Developed in collaboration with the TSA, this training course is designed to help badged airport employees recognize behavior and activities that could indicate a threat to airport safety and security.	Included
Movement Area Driver Training (Customized)	<b>Initial and Recurrent Training Versions</b> These courses review FAA 14 CFR Part 139 airport certification requirements for driving on the Movement Area of the airfield. The course reviews proper vehicle safety, definitions and causes of incidents, prevention of accidents and runway incursions, how to communicate with the tower and a review of all Movement Area signage, marking and lighting.	\$25,000.00
ALB Movement Area Module for Taxi Authorization	Customized movement area driver training module for ALB aimed at mechanics reviewing airport rules and policies.	\$5,000.00
Non-Movement Area Driver Training (Customized)	<b>Initial and Recurrent Training Versions</b> These courses review FAA 14 CFR Part 139 airport certification requirements for driving on the Non-Movement Area of the airfield.	\$22,000.00
SIDA Training (Customized)	<b>Initial and Recurrent Training Versions</b> This course covers requirements related to TSA 49 CFR Part 1542 Airport Security. Airport employees will learn definitions of secured/SIDA areas of the airport, badge types across the airport, access privileges, regulations regarding proper display of badges, rules associated with challenging, piggybacking, and escorting and definitions and procedures regarding sensitive security information.	\$22,000.00
Sterile Area Worker Training (Non-Custom)	This course is designed for individuals needing an airport issued security badge with access to the Sterile Area only as described under TSA 49 CFR Part 1542.	Included
Travel Expenses for Filming Crew	AAAE prefers to film all courses at one time. Should more than one trip be required, the following per trip expense will be applied.	\$5,500.00
		<b>\$79,500.00</b>

**Fees for Support of the IET-LS Solution**

The airport shall pay \$8,800.00 annually.



**Summary of Total Development and Support Costs of IET-LS**

Description	Total Price
IET-LS Software License	\$10,000.00
IET-LS Online Configuration with optional Multifactor Authentication	\$6,000.00
IET-LS Course Production	\$79,500.00
IET-LS Annual Support and Maintenance Plan	\$8,800.00
	<b>\$104,300.00</b>

**Payment Milestones**

Description	Milestone
Approval of customized course scripts used in production of the training courses (50%)	\$47,750.00
Installation of approved courses for User Acceptance Testing (50%)	\$47,750.00
IET-LS Annual Maintenance and Service Plan – Due 30 days after deployment	\$8,800.00

**Summary Costs of Contract Term with Options**

Year	Cost
Year One - Development and Support	\$104,300.00
Year Two - Support with 16 hours of AAAE labor included for training course updates	\$8,800.00
Year Three – Support with 16 hours of AAAE labor included for training course updates	\$8,800.00
Year Four - Support with 16 hours of AAAE labor included for training course updates	\$8,800.00
Year Five - Support with 16 hours of AAAE labor included for training course updates	\$8,800.00
	<b>\$139,500.00</b>

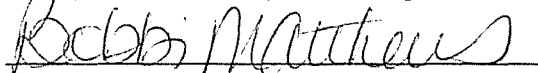
**Contract #S-21-1079**  
**Security & Driver Training Computer Program**

Company Name	ssi Safety & Security Instruction	AAAE
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I, Bobbi Matthews, certify that this proposal acknowledgment is a true copy of the submittals received for the proposal (RFP) above.

Albany Airport Authority Purchasing Department



Bobbi Matthews,  
Purchasing Agent

Sworn to before me this 1<sup>st</sup> day of July 20 21.

  
Notary Public

JENNIFER A. MUNGER  
Notary Public, State of New York  
No. 01MU6246332  
Qualified in Schenectady County  
Commission Expires Aug. 08, 2023

Proposal for Security & Driver Training Computer System Contract

C. Pricing

Line Item Description	Option 1	Option 2
Security Identification Display Area - SIDA	\$ 25,000.00	\$ 25,000.00
SIDA Recurrent module	\$ 12,500.00	
Non-Movement Area Driver Training	\$ 21,000.00	\$ 21,000.00
Recurrent Non-Movement Area Driver Training	\$ 10,500.00	
Movement Area Driver Training	\$ 22,000.00	\$ 22,000.00
Recurrent Movement Area Driver Training	\$ 10,500.00	
Movement Area Driver Training Module for Mechanic Taxi	\$ 20,000.00	\$ 20,000.00
Authorized Signer Training (stnd wo portal)	\$ 1,300.00	\$ 1,300.00
Sterile Area Training	\$ 1,200.00	\$ 1,200.00
Surviving an Active Shooter_RunHideFight	\$ -	\$ -
Insider Threat Awareness Module-add-on	\$ -	\$ -
Airport Active Threat / Terminal Evacuation Training	\$ -	\$ -
To Be Welcoming: Diversity Awareness Training	\$ -	\$ -
Simple Course Builder: The SCB tool is a feature with templates that allow for creating slide-based courses that record scores to the iLS.	\$ -	\$ -
Staff Training on System Functionality through screen-sharing online	\$ 700.00	\$ 700.00
Software setup by IT department - Configuration of client's system by Project Manager to set up roles and workgroups	\$ 1,200.00	\$ 1,200.00
iLS Enterprise Subscription	\$ 17,000.00	\$ 17,000.00
SaaS LMS with Standard or Custom Courses		
Travel Costs for Project	\$ 8,000.00	\$ 8,000.00
<b>Total Cost Year 1</b>	<b>\$ 150,900.00</b>	<b>\$ 117,400.00</b>
<u>Budgeting Purposes</u>		
Annual Hosted Subscription Fee	\$18,000.00	\$ 18,000.00


SSi PM will work with ALB for acceptance of each Line Item of the deliverables for the project. Typically, projects will be invoiced in phases based upon the deliverable portion related to the progress-of the schedule similar to those listed below.

Courseware Deliverable	Pay Point #1 - 30%	Pay Point #2 - 30%	Pay Point #3 - 30%	Pay Point #4 - 10%
Line Item / Course	At Syllabus Approval	Onsite Videography /Workshop	At Beta Course delivery	At Final Course Approval

Additional Chargeable Deliveries	Pay Point #1 - 50%	Pay Point #2 - 40%	Pay Point #3 - 10%
i.e.: Integration	NTP	Onsite Visit / Initial Testing	Final Acceptance

SSi can also accept other payment options. On the next page, SSi has appended its standard rates for incremental edits and changes should these be requested during the contract term.

Proposal for Security & Driver Training Computer System Contract

<b>SSi Fee Schedule</b>		
<i>Flat Fee Statement of Work for Instructional Design is Preferred</i>		
Online Course Development Changes / Level of Effort ***	Days of Production	Base Fee
<b>MINOR EDIT</b>		
	7 - 10	\$ 1,200.00
<p>Changes limited to 10 on-screen Text and/or 5 Still Graphic images or entire Final Quiz edit            No voiceover, video, animation, or functional changes included            Course changes may be completed within 7 business days of receipt of client approved edits. ***</p>		
<b>INTERMEDIATE EDIT</b>		
	15 - 25	\$ 5,800.00
<p>Restricted to 30 on-screen Text and/or 15 Still Graphic images, and Limited Voiceover of 750 words (approx. 5 minutes)            Up to 3 minutes of Video or animation revisions to come from file footage or provided by the client            Course changes may be completed within 15 business days of receipt of client approved edits. ***</p>		
<b>MAJOR EDIT</b>		
	25 - 30	\$ 9,900.00
<p>Allow up to 30 on-screen Text and/or 15 Still Graphic images, and Voiceover of 1500 words (approx. 10 minutes)            Up to 6 minutes of video or animation revisions.            Requires up to 1 day onsite videotaping on a per course basis (travel+).            Course changes may be completed within 25 business days of receipt of client approved script edits and onsite videotaping. ***</p>		
<b>ENTIRE COURSE New or Redevelopment</b>		
	40 - 45	**
<p>Custom course or complete newly formatted content script, voiceover, video, animation and graphics. Redeveloped course seat-time must not exceed the length of the original course.            Requires 1 -2 days videotaping onsite (travel+).            Beta review course may be delivered within 40 business days of receipt of client approved scripts and onsite videotaping. ***</p>		
<b>Secondary Change Order ***</b>		
	2 - 5	\$ 500.00
<p>Once a client approved script is placed into production additional edits will be subject to change fees.            Course module will be rescheduled for production upon receipt of client approved changes.</p>		
** Seat time less than 30 minutes if new course.		*** Production is based on the client approved scripts and the Level of Effort. After production starts additional EDITS will be subject to fees and a revised delivery schedule.
<p><b>eLearning Online Course News:</b> SSI develops all elearning using HTML5 technology. Course Redevelopment mitigates any risk of non-functional courseware. Clients benefit by deploying new content during redevelopment. Adobe will stop updating and</p>		
<b>Instructor-Led Training (ILT) Workshop Fees</b>		
Based upon a minimum of 6 students and includes all classroom supplies and materials.		\$ 2,500.00
Additional Students (over 6 min.)		\$ 285.00
<b>Hourly Fee for Assigned Staff</b>		 <p style="text-align: center;"><b>SSi</b> safety &amp; security instruction</p>
Graphics (design/animation)	\$ 63.00	
Administrative Support	\$ 67.00	
Scriptwriter / Curriculum Researcher	\$ 79.00	
Facilitator / Instructor	\$ 111.00	
Project Management	\$ 114.00	
Curriculum Designer / Producer	\$ 126.00	
System Support (on-call maintenance)	\$ 130.00	
Programming L1 (front-end)	\$ 142.00	
Subject Matter Expert Consultant / Researcher	\$ 189.00	
Subject Matter Expert Consultant / Manager	\$ 237.00	
Voiceover Talent	\$ 189.00	
Expert Witness Assistance	\$ 285.00	
Programming L2 (back-end, Full Stack)	\$ 290.00	
<b>Internal Client Reference Only</b>		

## **AGENDA ITEM NO. 10.5**

**Issue Purchase Order for Purchase of Materials at  
Fixed Cost Option**

AGENDA ITEM NO: 10.5  
MEETING DATE: September 13, 2021

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

ACAA Approved  
09/13/2021

**DEPARTMENT:** *Finance Department*

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: *\$1,368,750 (estimated usage)*

**BUDGET INFORMATION:**

Anticipated in Current Budget: Yes √ 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 covers 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 only one vendor who supplies Type I and Type IV glycol. One vendor who consistently quotes every year for the last five years declined to bid due to the uncertainty in the market. 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. The prices for this current year doubled for the Type I product and the Type IV product increased by 66% due to the supply shortage of the raw material used to make the Type I and Type IV products. Even with the supply shortage, DOW has assured Ascent that supply will be available. Attached is an email from Ascent explaining the reasons for the increase in price.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*



AGENDA ITEM NO: 10.5  
MEETING DATE: September 13, 2021

**FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL:** YES \_\_\_\_\_ N/A

*A standard purchase order will be issued.*

**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 quote summary, quote form issued with response from Ascent Aviation Group, Inc.*

REQUEST FOR QUOTATION

**ALBANY COUNTY AIRPORT AUTHORITY**

PURCHASING OFFICE  
737 ALBANY SHAKER ROAD  
MAIN TERMINAL, THIRD FLOOR  
ALBANY, NEW YORK 12211-1057  
PHONE (518)242-2213 FAX (518)242-2640

TAX EXEMPT ID # 14-1768979

Quotation Request Number: 21-0818 dated August 18, 2021

Quote MUST be submitted: NO LATER THAN: September 2, 2021 / 2:00 P.M. (EST)

ITEMS REQUESTED: Qualified Deicing/Anti-Icing Fluids per FAA Table 7 - Heavy Snow  
Procedures for Winter: 2021-2022/ 2022-2023.

	Estimated Quantity	Fixed Pricing One Year Ending May-2022 Including Freight	Fixed Pricing Two Years Ending May-2023 Including Freight
1) TYPE I Concentrate - Cost to the Airport Identify Fluid Product Name:	100,000 gals	\$ 11.44 ea	\$ N/A ea
	<u>DOW UCAR PG Concentrate ADF</u>		
2) TYPE IV - Cost to the Airport Identify Fluid Product Name:	25,000 gals	\$ 8.99 ea	\$ N/A ea
	<u>DOW Flightguard AD-49 AAF</u>		

Delivery to Airport: 48 Hours after receipt of order (Maximum 2 Days).

Do you meet or exceed required FAA specifications YES  NO   
(Submit supporting documentation)

COMPANY SUBMITTING QUOTE:

Name: Ascent Aviation Group, Inc.  
Address: One Mill St  
Parish, ny 13131  
Contact Person: April Andrews  
Telephone: 315-440-7360  
Fax: None  
E-Mail: aandrews@wfs corp.com

\*\* If vendor would like to also submit a variable price structure, please explain how prices will be determined and a base price for the beginning of the season on a separate page.

All questions should be directed to Margaret Herrmann at (518) 242-2226.

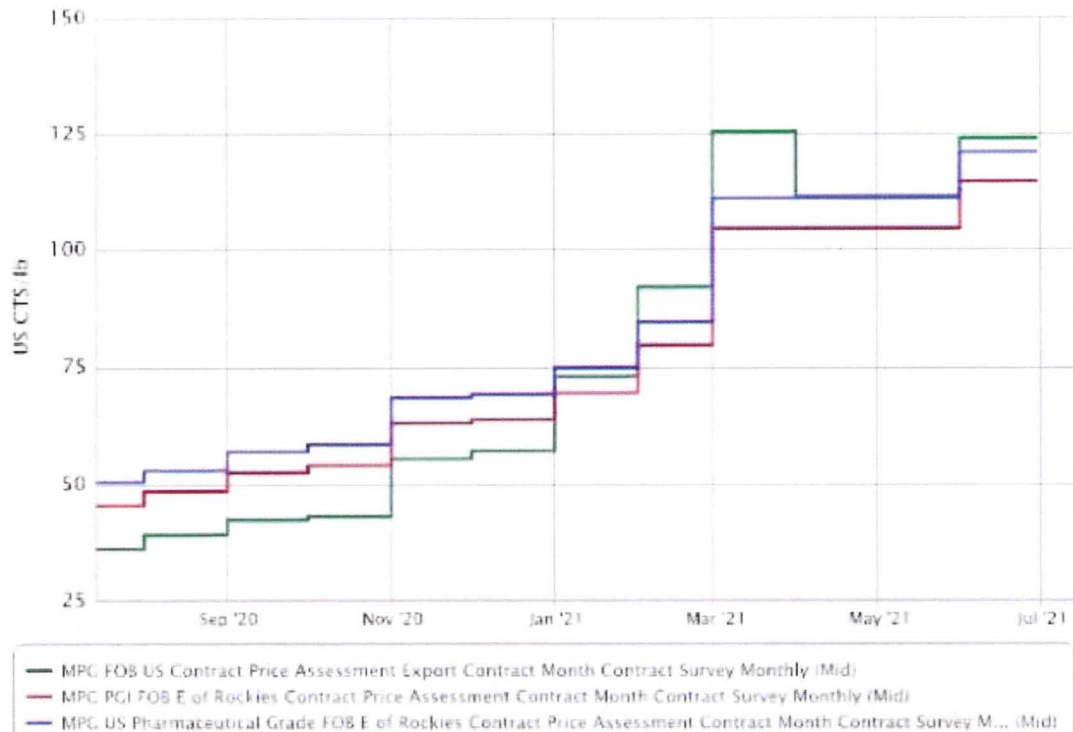
**From:** [April Andrews](#)  
**To:** [Margaret Herrmann](#)  
**Subject:** FW: ADF/AAF Price increase  
**Date:** Tuesday, August 31, 2021 3:09:32 PM  
**Attachments:** [image001.png](#)

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Margaret,  
Here is something a little more official than my last explanation.

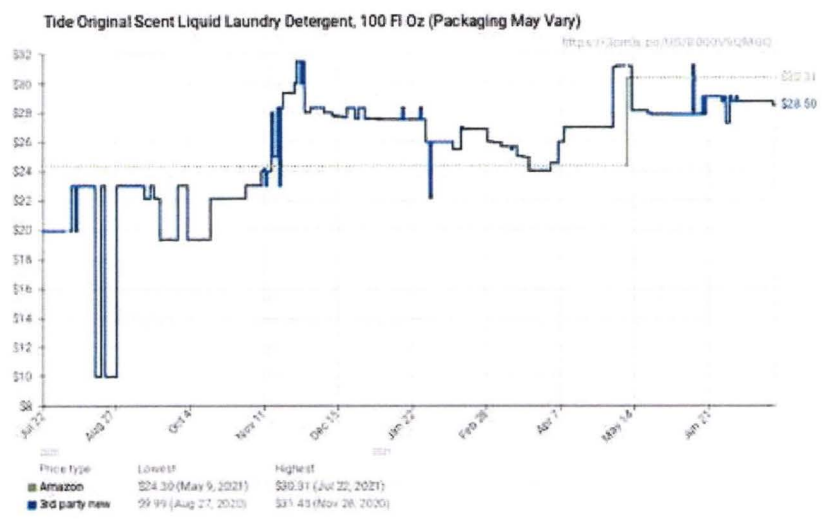
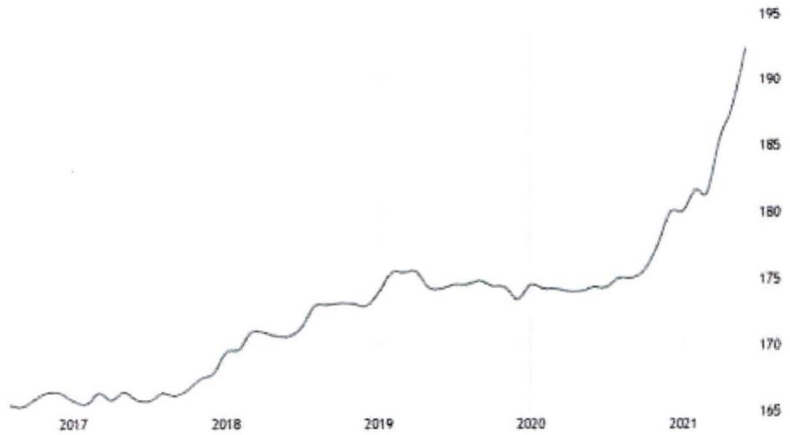
- **PO/PG market supply / demand Imbalance**

- Demand is extremely strong and growing greater than double digits in all key derivative markets for PO and PG – some examples include construction, food and flavors, cosmetics / personal care, polyurethanes, paints / coatings, and antifreeze ... and deicing demand is expected to get back to pre-pandemic levels this season
- Supply has been short since the Feb freeze, and producers have not been able to recover / rebalance ...
  - Dow remains on external order control and we have a planned turnaround in Sept for 2-3 weeks
  - Another key PG supplier remains on external order control and also has a turnaround coming in Oct for a few weeks
  - A PG supplier had a fire at their plant and is on force majeure ... they are also in a 3 week turnaround presently.
  - Another supplier is struggling in the Midwest as well – likely due to raw material supply challenges
- Market PG price increase announcements total near \$1.00/lb. since Oct '20 (most of this is since Jan '21) with more likely to come.
- All producers have nominated significant price increases due to supply / demand dynamics
- ICIS recent PG price history:



- Name of the game right now is securing supply in the market, first and foremost ... not cost. Everyone is going to be short on supply. Many producers looking to cut contract obligations across the board on PO / PG to increase flexibility given the limited supply.
- **Competition on the asset / reinvestment economics**
  - We need to compete for the PO / PG molecules vs. other derivative markets
- **Additional info / reminders**
  - We all saw what happened last season when the extreme weather in Feb hit ... in “normal” times the domestic PG network has not proven to be able to handle peak ADF season demand
  - We again proved ourselves as the most reliable supplier in the market through tough times last season – while competition shut down multiple locations, we did not
  - We are the only producer who has two PG production sites in NAA and the only producer who is back-integrated
  - This is a great time to renew the EG discussions again ... it checks all of the boxes – cheaper, more effective, better for the environment ... there is much more EG capacity (~5 + x) than PG capacity to swallow deicing season spikes and sustained demand ... especially in the unique environment we are walking into for this upcoming season. We still need Airlines for America member airlines to help with leadership of that group to take on the petition that we started to the EPA / work to put it in front of them
  - If there is anywhere where an end-user is not seeing price increases ... it’s likely only due to a previous contractual arrangement with an inability to raise price – in those scenarios supply will likely be limited – everyone will be raising price everywhere they can
- **A few practical examples of PG derivative prices that an average consumer could understand** *(there are more examples ... via a simple google search for anything that PG goes into)*
  - Fiberglass reinforced plastics (come from unsaturated polyester resins – one of the largest end-use markets for PG) – price history curve first below
  - Tide Laundry detergent (PG goes into this application – just one brand example from the largest producer) – price history curve second below

- Cost of paint is increasing significantly this summer – there is plenty out there about this – just one article for example ... <https://www.cnn.com/2021/06/09/business/paint-prices-sherwin-williams/index.html>



Price Type	Lowest	Highest
Amazon	\$24.30 (May 9, 2021)	\$30.31 (Jul 22, 2021)
3rd party new	\$9.99 (Aug 27, 2020)	\$31.45 (Nov 28, 2020)

General Business

\*\*\* This communication has been sent from World Fuel Services Corporation or its subsidiaries or its affiliates for the intended recipient only and may contain proprietary, confidential or privileged information. If you are not the intended recipient, any review, disclosure, copying, use, or distribution of the information included in this communication and any attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to this communication and delete the communication, including any attachments, from your computer. Electronic communications sent to or from World Fuel Services Corporation or its subsidiaries or its affiliates may be monitored for quality assurance and compliance purposes.\*\*\*

## Margaret Herrmann

---

**From:** Kathryn Kane  
**Sent:** Thursday, August 19, 2021 1:09 PM  
**To:** Margaret Herrmann  
**Subject:** FW: Request for Quote #21-0818

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

FYI...

## Katie Kane

Deputy Purchasing Agent

---



Phone: (518) 242-2214

Fax: (518) 242-2640

Email: [KKane@albanyairport.com](mailto:KKane@albanyairport.com)

[AlbanyAirport.com](http://AlbanyAirport.com)

---

**From:** Alex Meyers <[Alex.Meyers@clariant.com](mailto:Alex.Meyers@clariant.com)>  
**Sent:** Wednesday, August 18, 2021 3:09 PM  
**To:** Kathryn Kane <[KKane@albanyairport.com](mailto:KKane@albanyairport.com)>  
**Subject:** RE: Request for Quote #21-0818

Hi Katie,

I am sorry, but due to the uncertainty in the PG market, I cannot submit a quote this year.

Regards,

**Alex Meyers**  
Regional Account Manager-Aviation

Clariant Corporation | 625 East Catawba Ave | Mt Holly, NC 28120  
Phone: 201.417.2420 | Fax: 704.822.2193 | E-Mail: [Alex.Meyers@clariant.com](mailto:Alex.Meyers@clariant.com)  
[www.clariant.com](http://www.clariant.com)

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**From:** Kathryn Kane <[KKane@albanyairport.com](mailto:KKane@albanyairport.com)>  
**Sent:** Wednesday, August 18, 2021 1:12 PM  
**To:** Alex Meyers <[Alex.Meyers@clariant.com](mailto:Alex.Meyers@clariant.com)>  
**Subject:** Request for Quote #21-0818

## **AGENDA ITEM NO. 10.6**

**Heavy Equipment Contract: Authorization to Award  
Contract E-20-1071: Purchase of One 2021 Cab  
Forward Chassis with 18-Foot Front Mount Broom  
Including a Forced Air Blast Blower System; Airport**

AGENDA ITEM NO: 10.6  
MEETING DATE: September 13, 2021

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

**DEPARTMENT:**

*Planning and Engineering*

ACAA Approved  
Contingent on  
Grant Issuance  
09/13/2021

*Contact Person:*

*Stephen Iachetta, AICP, Airport Planner*

**PURPOSE OF REQUEST:**

*Heavy Equipment Contract: Authorization to Award Contract E-20-1071:  
Purchase of One 2021 Cab Forward Chassis with  
18-Foot Front Mount Broom Including a Forced Air  
Blast Blower System; Airport*

**CONTRACT AMOUNT:**

*\$580,635*

**BUDGET INFORMATION:**

*Anticipated in Current ALB Capital Plan: Yes  No  NA  
Funding Account No.: 00390-90-2008*

**FISCAL IMPACT - FUNDING (Dollars or Percentages)**

Federal 90% State 5% Airport/PFC 5%  
Term of Funding: 2021-2023  
Grant No.: 3-36-0001-147-2021; STATE PIN: 1A00.

**JUSTIFICATION:**

*Authorization is requested to award Contract E-20-1070 Purchase of One 2021 Cab forward Chassis with 18-Foot Front Mount Broom Including a Forced Air Blast Blower System Airport Carrier Vehicle with High-Speed Snow Blower to qualified low-bidder M-B Companies, Inc. of Chilton, WI, in the amount of \$580,635 as recommended by Project Engineer, Chris Brubach, P.E. in the attached post-bid analysis letter. The bid follows extensive advertising of the Notice to Bidders. This procurement is necessary to replace fleet #M40, a 2001 Oshkosh MB Broom which is beyond functional utility. This equipment procurement is programmed with FAA as one of three units for FY 2021 Discretionary Airport Improvement Program funding with 90% FAA and 5% State and Airport share allocations respectively. Award is contingent on FAA grant issuance as programmed.*

**CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:**

*Recommend approval.*

**FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES  NA**



AGENDA ITEM NO: 10.6  
MEETING DATE: September 13, 2021

**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 Certified Bid Table, Engineer's letter of recommendation for award, Notice to Bidders and FAA Concurrence in Award with Categorical Exclusion Approval.*



C&S Companies  
499 Col. Eileen Collins Blvd.  
Syracuse, NY 13212  
p: (315) 455-2000  
f: (315) 455-9667  
www.cscos.com

March 1, 2021

Mr. Stephen Iachetta  
Albany County Airport Authority  
Albany International Airport  
Main Terminal Suite 300  
737 Albany Shaker Road  
Albany, New York 12212-1057

Re: Snow Removal Equipment Procurement  
Albany International Airport  
Recommendation of Award Letter  
Contract #E-20-1071\_Broom

File: Q23.006.002

Dear Mr. Iachetta:

Three bids for the above referenced project were received on or prior to February 25, 2021 at 2:00 pm. The bids were opened and tabulated by the Albany County Airport Authority (ACAA) purchasing department. The low bidder is as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
M-B Companies, Inc. 201 MB Lane Chilton, WI 53014 Attn: Doug Blada, CEO Phone: 920-898-1005	\$580,635.00

The low bid was reviewed by C&S Engineers, Inc. and found to be in order. For a complete breakdown of the bid amounts and the remaining bidders, please refer to the bid tabulation prepared by ACAA.

The low bid submitted is in-line with the next highest bids and is considered reasonable. A review of M-B bid reveals the following:

- No exceptions or deviations were listed, the machine is in full compliance with the technical specifications.
- Standard warranty meets the minimum requirements
- Buy American type III waiver paperwork is included and M-B is pending approval on the FAA's Buy American website. The final assembly form is missing and should be requested from M-B. 93.4% of the machines parts cost is produced from US materials and final assembly is done in the USA.

March 1, 2021

Page 2

- Approximately 50 machines were delivered in 2020, many to large hub airports.
- DBE due diligence was completed, although no DBE participation has been found.

The Federal Aviation Administration is expected to issue a grant to the ACAA for the equipment subject to available funds.

Based on our review of information submitted, we recommend award of the Contract in the amount of \$580,635.00 for one 18-foot front mounted broom to M-B Companies, Inc. in accordance with the conditions of award stipulated in the bid and contingent upon Federal Aviation Administration concurrence.

By copy of this letter, ACAA is requesting FAA concurrence of award.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

C&S ENGINEERS, INC.



Christopher D. Brubach, P.E.  
Principal Engineer

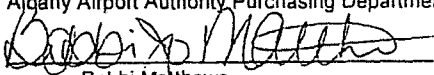
Enclosures

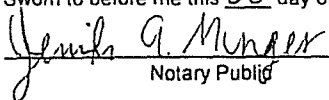
**CONTRACT #E-20-1071**

**Cab Forward Chasis with 18 Foot Front Mount Broom Including a Forced Air Blast Blower System**

Company Name	MB Companies	Beyer Bros.	Kodiak America
Minimum Specs and Standards Met	YES	YES	YES
Make/Model		Oshkosh HB2923	
Base Bid Price	\$570,313.00	\$668,203.76	\$571,000.00
Shipping/Delivery Cost	\$10,322.00	\$9,169.00	\$16,000.00
Total Equipment Price Including Delivery	\$580,635.00	\$677,372.76	\$587,000.00
Bid Acknowledgement	X	X	X
Offerer Disclosure	X	X	X
Non-Collusion	X	X	X
References	X	X	X

I, Bobbi Matthews, certify that this bid tabulation is a true copy of the prices submitted by each bidder for the commodity shown above.

Albany Airport Authority Purchasing Department  
  
 Bobbi Matthews  
 Purchasing Agent

Sworn to before me this 26<sup>th</sup> day of February, 2021.  
  
 Notary Public

JENNIFER A. MUNGER  
 Notary Public, State of New York  
 No. 01MU6246332  
 Qualified in Schenectady County  
 Commission Expires Aug. 08, 2023

## ALBANY COUNTY AIRPORT AUTHORITY

### INVITATION FOR BID

Sealed bids are hereby requested by the Albany County Airport Authority for **Contract No. E-20-1071 for the Purchase of one (1) 2021 Cab Forward Chassis with 18 Foot Front Mount Broom Including a Forced Air Blast Blower System for use at Albany International Airport.** DOCUMENTS MAY BE OBTAINED beginning at 10:00 AM on **February 4, 2021**, from Bid Net Direct by visiting [www.bidnetdirect.com//albany-county-airport-authority](http://www.bidnetdirect.com//albany-county-airport-authority) or AT THE ALBANY COUNTY AIRPORT AUTHORITY PURCHASING OFFICE for a non-refundable fee of \$20.00. No bid shall be considered unless the organization making the bid has first obtained a copy of the IFB. In accordance with State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the Airport Authority and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers by this solicitation through final award and approval of the Procurement Contract by the Authority (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is Bobbi Matthews, Purchasing Agent. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found by request to the designated staff and the New York State Office of General Services Advisory Council on Procurement Lobbying Web site at: <https://www.ogs.ny.gov/acpl/> . Only those bids in the hands of the ALBANY COUNTY AIRPORT AUTHORITY, PURCHASING OFFICE, MAIN TERMINAL, THIRD FLOOR, ALBANY, NEW YORK 12211 available to read at **2:00 P.M. (EST) February 25, 2021**, shall be considered. Bids shall be verbally acknowledged at such time in the Albany County Airport Authority Conference Room, Main Terminal, Third Floor, Albany, New York. This acknowledgment will be recorded and available upon request to the Airport Authority Purchasing Department. Proposer may listen via telephonic mean. Instructions will be distributed to bidders. DBE RESPONSES ARE ENCOURAGED.



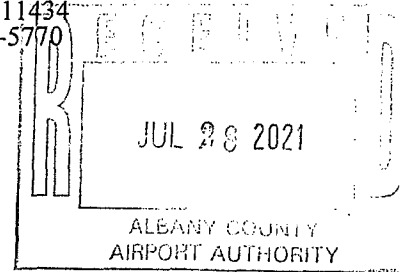
U. S. Department  
of Transportation

**Federal Aviation  
Administration**

July 28, 2021

Mr. Mr. Philip F. Calderone, CEO  
Albany County Airport Authority  
Albany International Airport  
Administration Building, Suite 300  
747 Albany Shaker Road  
Albany, NY 12211-10577

New York Airports District Office  
1 Aviation Plaza  
Jamaica, New York 11434  
Telephone: 718-995-5770  
Fax: 718-995-5790



ALBANY INTERNATIONAL AIRPORT, ALBANY, NY  
AIP Project Number 3-36-0001-147-2021; Replace Snow Removal Equipment -  
(SRE); One Class VI Snow Blower (M22); One 18' Broom (M40); One Wheeled  
Loader with Snow Plow (M56) - Award Concurrence, Kodiak, MB & John Deere

Dear Mr. Calderone:

In response to your letter request dated June 8, 2021, we hereby give our written concurrence with your award of a purchase contract for the procurement of the proposed 2021 Kodiak CR700D Class 6 Snow Blower, specified via ACAA's Bid Solicitation E-20-1070 (Rebid) and subsequent April 15, 2021 receipt of bids under the above mentioned project at Albany International Airport, in the total amount of \$583,000.00, subject to an appropriate FAA Grant Offer, ACAA's proper execution thereof, and applicable grant conditions to the following firm:

Kodiak America LLC, Inc.  
1350 Pomerelle Ave  
Burley, Idaho 83318  
Attn: Scott Pilling, General Manager  
Phone: 208-417-0486  
Email: [kent@kodiakamerica.us](mailto:kent@kodiakamerica.us)

In response to your letter request dated April 22, 2021, we hereby give our written concurrence with your award of a purchase contract for the procurement of the proposed MB, Cab Forward Chassis with 18' Front Mount Broom and Forced Air Blower System as specified via ACAA's Bid Solicitation E-20-1071 and subsequent February 25, 2021 receipt of bids under the above mentioned project at Albany International Airport, in the total amount of \$580,635.00, subject to an appropriate FAA Grant Offer, ACAA's proper execution thereof, and applicable grant conditions to the following firm:

MB Companies, Inc.  
201 MB Lane  
Chilton, WI 53014  
Doug Blada, CEO  
Phone: 920-898-1005  
Email: [doug.blada@aebi-schmidt.com](mailto:doug.blada@aebi-schmidt.com)

In response to your letter request dated July 26, 2021, we hereby give our written concurrence with your award of a purchase contract for the procurement of the proposed John Deere 744L Wheeled Loader with Henke ARP44-30 Reversible Snow Plow meeting the requirements of ACAA's Bid Solicitation E-20-1069 (rebid) and subsequent April 15, 2021 receipt of bids under the above mentioned project at Albany International Airport, in the total amount of \$369,000.00, subject to an appropriate FAA Grant Offer, ACAA's proper execution thereof, and applicable grant conditions to the following firm:

Nortrax Inc.  
14 The Crossing Blvd.  
Clifton Park, NY 12065  
Attn: Chris Hunter, General Manager  
Phone: 518-371-5111  
Email: [Chris.Hunter@Nortrax.com](mailto:Chris.Hunter@Nortrax.com)

As soon as the procurement contract documents have been signed, please forward a PDF copy for our records, including all appropriate bonds and insurance certificates. Grant payment drawdowns are conditioned upon receipt by the NYADO of acceptable evidence of equipment delivery; satisfactory on-site testing and acceptance of the vehicle. This letter serves to acknowledge our receipt of your October 30, 2020 Sponsor Certifications submitted via email. Copies of this letter are being sent to the New York State Department of Transportation and your consultant, C&S.

Sincerely,

RALPH A  
GATTO

Digitally signed by  
RALPH A GATTO  
Date: 2021.07.28  
11:29:13 -04'00'

Ralph Gatto  
Airport Engineer

Cc: C Bruback, C&S (via email)  
D. Gerald, NYSDOT (via email)



**FEDERAL AVIATION ADMINISTRATION**

**EASTERN REGION  
AIRPORTS DIVISION**

**CATEGORICAL EXCLUSION FORM**

Airport: Albany International Airport (ALB)

Project: Purchase Replacement Snow Removal Equipment: (1) one Loader with plow, (1) one 18' Broom, and (1) One High Speed Blower.

FAA has determined that the listed project qualifies for a categorical exclusion under FAA Order 1050.1F, paragraph:

- 5-6.1h. Approval of an airport's sponsor request to impose Passenger facility Charges or approval to impose and use Passenger Facility Charges for planning studies.
- 5-6.1m FAA administrative actions associated with transfer of ownership or operation of an existing airport, for acquisition or long-term lease as long as the transfer is limited to ownership, right of possession, and/or operating responsibility.
- 5-6.1n Issuance of grants to prepare noise exposure maps and noise compatibility programs.
- 5-6.1o Issuance of planning grants which do not imply a project commitment, such as airport planning grants and grants to states participating in the state block grant program
- 5-6.3h Acquisition of equipment required by rule or regulation for the safety or security of personnel and property on the airport or snow removal equipment.

**Madelyn Terese  
Sheehan**

Digitally signed by  
Madelyn Terese Sheehan  
Date: 2020.10.28 11:59:53  
-04'00'

Signature of Responsible FAA Official

Date



**AGENDA ITEM NO. 10.7**

**Heavy Equipment Contract: Authorization to Award  
Contract E-20-1070: Purchase of One  
2021 Airport Carrier Vehicle  
with High Capacity Snow Blower;**

AGENDA ITEM NO: 10.7  
MEETING DATE: September 13, 2021

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

ACAA Approved  
Contingent on  
Grant Issuance  
09/13/2021

**DEPARTMENT:** *Planning and Engineering*

**Contact Person:** *Stephen Iachetta, AICP, Airport Planner*

**PURPOSE OF REQUEST:**

**Heavy Equipment Contract:** *Authorization to Award Contract E-20-1070: Purchase of One 2021 Airport Carrier Vehicle with High Capacity Snow Blower;*

**CONTRACT AMOUNT:** \$583,000

**BUDGET INFORMATION:**

**Anticipated in Current ALB Capital Plan:** Yes J No \_\_\_ NA  
**Funding Account No.:** 00390-90-2009

**FISCAL IMPACT - FUNDING** (Dollars or Percentages)

Federal 90% State 5% Airport/PFC 5%  
**Term of Funding:** 2021-2023  
**Grant No.:** 3-36-0001-147-2021; STATE PIN: 1A00.

**JUSTIFICATION:**

*Authorization is requested to award Contract E-20-1070 Purchase of One 2021 Airport Carrier Vehicle with High-Speed Snow Blower to qualified low-bidder Kodiak America, LLC of Burley, ID in the amount of \$583,000 as recommended by Project Engineer, Chris Brubach, P.E. in the attached post-bid analysis letter. The bid follows extensive advertising of the Notice to Bidders. This procurement is necessary to replace fleet #M22, a 1995 Schmidt snow blower which is beyond functional utility. This unit is programmed with FAA as one of three units for FY 2021 Discretionary Airport Improvement Program funding with 90% FAA and 5% State and Airport share allocations respectively. Award is contingent on FAA grant issuance as programmed. Award is contingent on FAA grant issuance as programmed.*

**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 \_\_\_\_\_*

AGENDA ITEM NO: 10.7  
MEETING DATE: September 13, 2021

**BACK-UP MATERIAL:**

*Please refer to the attached Certified Bid Table, Engineer's letter of recommendation for award, Notice to Bidders and FAA Concurrence in Award with Categorical Exclusion Approval.*



**C&S Companies**  
 499 Col. Eileen Collins Blvd.  
 Syracuse, NY 13212  
 p: (315) 455-2000  
 f: (315) 455-9667  
 www.cscos.com

April 29, 2021

Mr. Stephen Iachetta  
 Albany County Airport Authority  
 Albany International Airport  
 Main Terminal Suite 300  
 737 Albany Shaker Road  
 Albany, New York 12212-1057

Re: Snow Removal Equipment Procurement  
 Albany International Airport  
 Recommendation of Award Letter  
 Contract #E-20-1070, Snow blower

File: Q23.006.002

Dear Mr. Iachetta:

Five bids for the above referenced project were received on or prior to April 15, 2021 at 2:00 pm. The bids were opened and tabulated by the Albany County Airport Authority (ACAA) purchasing department. The low bidder, meeting the technical specifications, is as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Kodiak America, LLC 1350 Pomerelle Ave. Burley, ID 83318 Attn: Scott Pilling Phone: 208-417-0486 <u>scott@kodiakamerica.us</u>	\$583,000.00  Unit: 2021 CR770D

The lowest bid by JA Larue, Inc. was reviewed by C&S Engineers, Inc. and found not to be in compliance with the minimum standards. The “no” box was checked in Exhibit D, compliancy section. The first exception noted is in regards to the single helical ribbon drive, which is not allowed by the technical specifications. The second exception noted is in regards to the one-speed reduction gear system, whereas the technical specification require a two-speed system. In addition, the JA Larue has not provided the minimum standard warranty period requested and the requested Buy-American forms were not provided with the proposal.

The second low bidder is Kodiak America and the bid was found to be in order. For a complete breakdown of the bid amounts and the remaining bidders, please refer to the attached bid tabulation.

The conforming low bid submitted is in-line with the next highest bids and is considered reasonable. A review of Kodiak bid reveals the following:

- No exceptions or deviations were listed, the machine is in full compliance with the technical specifications.
- Standard warranty meets the minimum requirements
- Buy American type III waiver paperwork is included and Kodiak's machine is listed on the FAA's Buy American website, with a waiver granted on 10/10/2012. 72.3% of the machine parts are of US origin and final assembly is performed in the USA.

The Federal Aviation Administration is expected to issue a grant to the ACAA for the equipment subject to available funds.

Based on our review of information submitted, we recommend award of the Contract in the amount of \$583,000.00 for the snow blower to Kodiak America in accordance with the conditions of award stipulated in the bid and contingent upon Federal Aviation Administration concurrence.

By copy of this letter, ACAA is requesting FAA concurrence of award.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

C&S ENGINEERS, INC.



Christopher D. Brubach, P.E.  
Principal Engineer


Enclosures

**CONTRACT #E-20-1070 REBID  
2021 Airport Carrier Vehicle with High Speed Snow Blower**

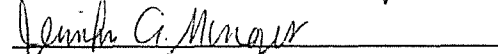
Company Name	JA Larue, Inc.	Wausau Equipment	Kodiak America, Inc.	M-B Companies	Beyer Bros
Addendum 1	X				X
Minimum Specs and Standards Met	No	Yes	Yes	Yes	Yes
Make/Model	Larue T95R52H2022	Wausau SNODOZER/RFR 5923S	2021 Kodiak America CR770D		Oshkosh H2723BAWS
Base Bid Price	\$557,948.00	\$610,631.00	\$573,000.00	\$615,360.00	\$613,168.00
Shipping/Delivery Cost	\$5,000.00	\$6,655.00	\$10,000.00	\$6,594.00	\$5,832.00
Total Equipment Price Including Delivery	\$562,948.00	\$617,286.00	\$583,000.00	\$621,954.00	\$619,000.00
Delivery	365 Calendar Days	360 Calendar Days	365 Calendar Days	300 Calendar Days	
Bid Acknowledgement	X	X	X	X	X
Offerer Disclosure	X	X	X	X	X
Non-Collusion	X	X	X	X	X
References	X	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 commodity shown above.

Albany Airport Authority Purchasing Department

  
Bobbi Matthews  
Purchasing Agent

Sworn to before me this 19<sup>th</sup> day of April 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, 2023

## ALBANY COUNTY AIRPORT AUTHORITY

### INVITATION FOR BID

Sealed bids are hereby requested by the Albany County Airport Authority for **Contract No. E-20-1070 for the Purchase of one (1) 2021 Airport Carrier Vehicle With High Speed Snow Blower for use at Albany International Airport.** DOCUMENTS MAY BE OBTAINED beginning at 10:00 AM on **February 4, 2021**, from Bid Net Direct by visiting [www.bidnetdirect.com//albany-county-airport-authority](http://www.bidnetdirect.com//albany-county-airport-authority) or AT THE ALBANY COUNTY AIRPORT AUTHORITY PURCHASING OFFICE for a non-refundable fee of \$20.00. No bid shall be considered unless the organization making the bid has first obtained a copy of the IFB. In accordance with State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the Airport Authority and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers by this solicitation through final award and approval of the Procurement Contract by the Authority (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is Bobbi Matthews, Purchasing Agent. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found by request to the designated staff and the New York State Office of General Services Advisory Council on Procurement Lobbying Web site at: <https://www.ogs.ny.gov/acpl/> . Only those bids in the hands of the ALBANY COUNTY AIRPORT AUTHORITY, PURCHASING OFFICE, MAIN TERMINAL, THIRD FLOOR, ALBANY, NEW YORK 12211 available to read at **2:00 P.M. (EST) February 25, 2021**, shall be considered. Bids shall be verbally acknowledged at such time in the Albany County Airport Authority Conference Room, Main Terminal, Third Floor, Albany, New York. This acknowledgment will be recorded and available upon request to the Airport Authority Purchasing Department. Proposer may listen via telephonic mean. Instructions will be distributed to bidders. **DBE RESPONSES ARE ENCOURAGED.**



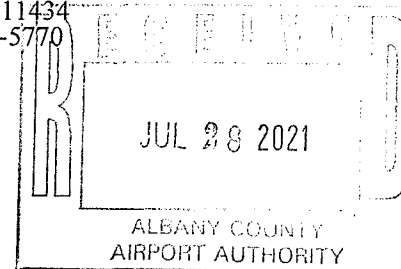
U. S. Department  
of Transportation

**Federal Aviation  
Administration**

July 28, 2021

Mr. Mr. Philip F. Calderone, CEO  
Albany County Airport Authority  
Albany International Airport  
Administration Building, Suite 300  
747 Albany Shaker Road  
Albany, NY 12211-10577

New York Airports District Office  
1 Aviation Plaza  
Jamaica, New York 11434  
Telephone: 718-995-5770  
Fax: 718-995-5790



ALBANY INTERNATIONAL AIRPORT, ALBANY, NY  
AIP Project Number 3-36-0001-147-2021; Replace Snow Removal Equipment -  
(SRE); One Class VI Snow Blower (M22); One 18' Broom (M40); One Wheeled  
Loader with Snow Plow (M56) - Award Concurrence, Kodiak, MB & John Deere

Dear Mr. Calderone:

In response to your letter request dated June 8, 2021, we hereby give our written concurrence with your award of a purchase contract for the procurement of the proposed 2021 Kodiak CR700D Class 6 Snow Blower, specified via ACAA's Bid Solicitation E-20-1070 (Rebid) and subsequent April 15, 2021 receipt of bids under the above mentioned project at Albany International Airport, in the total amount of \$583,000.00, subject to an appropriate FAA Grant Offer, ACAA's proper execution thereof, and applicable grant conditions to the following firm:

Kodiak America LLC, Inc.  
1350 Pomerelle Ave  
Burley, Idaho 83318  
Attn: Scott Pilling, General Manager  
Phone: 208-417-0486  
Email: [kent@kodiakamerica.us](mailto:kent@kodiakamerica.us)

In response to your letter request dated April 22, 2021, we hereby give our written concurrence with your award of a purchase contract for the procurement of the proposed MB, Cab Forward Chassis with 18' Front Mount Broom and Forced Air Blower System as specified via ACAA's Bid Solicitation E-20-1071 and subsequent February 25, 2021 receipt of bids under the above mentioned project at Albany International Airport, in the total amount of \$580,635.00, subject to an appropriate FAA Grant Offer, ACAA's proper execution thereof, and applicable grant conditions to the following firm:

MB Companies, Inc.  
201 MB Lane  
Chilton, WI 53014  
Doug Blada, CEO  
Phone: 920-898-1005  
Email: [doug.blada@aebi-schmidt.com](mailto:doug.blada@aebi-schmidt.com)



In response to your letter request dated July 26, 2021, we hereby give our written concurrence with your award of a purchase contract for the procurement of the proposed John Deere 744L Wheeled Loader with Henke ARP44-30 Reversible Snow Plow meeting the requirements of ACAA's Bid Solicitation E-20-1069 (rebid) and subsequent April 15, 2021 receipt of bids under the above mentioned project at Albany International Airport, in the total amount of \$369,000.00, subject to an appropriate FAA Grant Offer, ACAA's proper execution thereof, and applicable grant conditions to the following firm:

Nortrax Inc.  
14 The Crossing Blvd.  
Clifton Park, NY 12065  
Attn: Chris Hunter, General Manager  
Phone: 518-371-5111  
Email: [Chris.Hunter@Nortrax.com](mailto:Chris.Hunter@Nortrax.com)

As soon as the procurement contract documents have been signed, please forward a PDF copy for our records, including all appropriate bonds and insurance certificates. Grant payment drawdowns are conditioned upon receipt by the NYADO of acceptable evidence of equipment delivery; satisfactory on-site testing and acceptance of the vehicle. This letter serves to acknowledge our receipt of your October 30, 2020 Sponsor Certifications submitted via email. Copies of this letter are being sent to the New York State Department of Transportation and your consultant, C&S.

Sincerely,

RALPH A  
GATTO

Digitally signed by  
RALPH A GATTO  
Date: 2021.07.28  
11:29:13 -04'00'

Ralph Gatto  
Airport Engineer

Cc: C Bruback, C&S (via email)  
D. Geraldi, NYSDOT (via email)



**FEDERAL AVIATION ADMINISTRATION**

**EASTERN REGION  
AIRPORTS DIVISION**

**CATEGORICAL EXCLUSION FORM**

Airport: Albany International Airport (ALB)

Project: Purchase Replacement Snow Removal Equipment: (1) one Loader with plow, (1) one 18' Broom, and (1) One High Speed Blower.

FAA has determined that the listed project qualifies for a categorical exclusion under FAA Order 1050.1F, paragraph:

- 5-6.1h. Approval of an airport's sponsor request to impose Passenger facility Charges or approval to impose and use Passenger Facility Charges for planning studies.
- 5-6.1m FAA administrative actions associated with transfer of ownership or operation of an existing airport, for acquisition or long-term lease as long as the transfer is limited to ownership, right of possession, and/or operating responsibility.
- 5-6.1n Issuance of grants to prepare noise exposure maps and noise compatibility programs.
- 5-6.1o Issuance of planning grants which do not imply a project commitment, such as airport planning grants and grants to states participating in the state block grant program
- 5-6.3h Acquisition of equipment required by rule or regulation for the safety or security of personnel and property on the airport or snow removal equipment.

**Madelyn Terese  
Sheehan**

Digitally signed by  
Madelyn Terese Sheehan  
Date: 2020.10.28 11:59:53  
-04'00'

Signature of Responsible FAA Official

Date

**AGENDA ITEM NO. 10.8**

**Heavy Equipment Contract: Authorization to Award  
Contract E-20-1069: Purchase of One  
2021 Front End Loader with  
Front Mounted 30-Foot Reversible  
Airport Snow Plow;**

AGENDA ITEM NO: 10.8  
MEETING DATE: September 13, 2021

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

ACAA Approved  
Contingent on  
Grant Issuance  
09/13/2021

**DEPARTMENT:** *Planning and Engineering*

*Contact Person: Stephen Iachetta, AICP, Airport Planner*

**PURPOSE OF REQUEST:**

*Heavy Equipment Contract: Authorization to Award Contract E-20-1069: Purchase of One 2021 Front End Loader with Front Mounted 30-Foot Reversible Airport Snow Plow;*

**CONTRACT AMOUNT:** \$369,000

**BUDGET INFORMATION:**

*Anticipated in Current ALB Capital Plan: Yes  No  NA  
Funding Account No.: 00390-90-2006*

**FISCAL IMPACT - FUNDING (Dollars or Percentages)**

*Federal 90% State 5% Airport/PFC 5%  
Term of Funding: 2021-2023  
Grant No.: 3-36-0001-147-2021; STATE PIN: 1A00.*

**JUSTIFICATION:**

*Authorization is requested to award Contract E-20-1069 Purchase of One 2021 Front End Loader with Front Mounted 30-Foot Reversible Airport Snow Plow to qualified low-bidder Nortrax Inc. of Clifton Park, NY in the amount of \$369,000 as recommended by Project Engineer, Chris Brubach, P.E. in the attached post-bid analysis letter. The bid follows extensive advertising of the Notice to Bidders. This procurement is necessary to replace fleet #M56, a 1990 Michigan L90 which is beyond functional utility. This unit is programmed with FAA as one of three units for FY 2021 Discretionary Airport Improvement Program funding with 90% FAA and 5% State and Airport share allocations respectively. Award is contingent on FAA grant issuance as programmed.*

**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*

AGENDA ITEM NO: 10.8  
MEETING DATE: September 13, 2021

**BACK-UP MATERIAL:**

*Please refer to the attached Certified Bid Table, Engineer's letter of recommendation for award, Notice to Bidders and FAA Concurrence in Award with Categorical Exclusion Approval.*



**C&S Companies**  
 499 Col. Eileen Collins Blvd.  
 Syracuse, NY 13212  
 p: (315) 455-2000  
 f: (315) 455-9667  
 www.cscos.com

July 21, 2021

Mr. Stephen Iachetta  
 Albany County Airport Authority  
 Albany International Airport  
 Main Terminal Suite 300  
 737 Albany Shaker Road  
 Albany, New York 12212-1057

Re: Snow Removal Equipment Procurement  
 Albany International Airport  
 Recommendation of Award Letter, **REVISION #1**  
 Contract #E-20-1069 (rebid), Front End Loader with 30-foot plow

File: Q23.006.002

Dear Mr. Iachetta:

Three bids for the above referenced project were received on or prior to April 15, 2021 at 2:00 pm. The bids were opened and tabulated by the Albany County Airport Authority (ACAA) purchasing department. The low bidder is as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Nortrax Inc. 14 The Crossing Blvd. Clifton Park, NY 12065 Attn: Chris Hunter, General Manager Phone: 518-371-5111 <a href="mailto:Chris.Hunter@Nortrax.com">Chris.Hunter@Nortrax.com</a>	\$369,000.00

Unit: (1) John Deere 744L w/ Henke APR44-30 reversible snow plow

The low bid from Monroe Tractor & Implement Company, Inc. was reviewed and found to be in order, however our first recommendation of award letter is rescinded as requested by the FAA. Our first ROA letter was contingent upon receipt and approval of the Buy American paperwork, which was subsequently rejected by the FAA. The FAA has confirmed a type IV waiver will not be granted, thereby requiring a type III waiver with a minimum 60% US content.

The second low bid was reviewed by C&S Engineers, Inc. and found to be in order. For a complete breakdown of the bid amounts and the remaining bidders, please refer to the attached bid tabulation.

The low bid submitted is in-line with the next highest bid and is considered reasonable. A review of Nortrax Inc. bid reveals the following:

- The “yes” box was checked for meeting the minimum specifications and standards. No exceptions were noted in in Exhibit D, Section 4.
- Standard warranty (3/5 year) meets the minimum requirements with warranty extension available.
- Buy American type III waiver paperwork has been received from the manufacturer and attached to this letter. The forms show 64.7% US origin and final assembly in the US. The equipment complies with a type III wavier expected from the FAA.
- After bid question follow-up email correspondence is attached. The vendor’s responses are acceptable to the questions asked as approved by Airport Operations.

The Federal Aviation Administration is expected to issue a grant to the ACAA for the equipment subject to available funds.

Based on our review of information submitted, we recommend award of the Contract in the amount of \$369,000.00 for the front end loader to Nortrax Inc. in accordance with the conditions of award stipulated in the bid and contingent upon Federal Aviation Administration concurrence.

By copy of this letter, ACAA is requesting FAA concurrence of award.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

C&S ENGINEERS, INC.



Christopher D. Brubach, P.E.  
Principal Engineer

Enclosures

# CONTRACT #E-20-1069 REBID

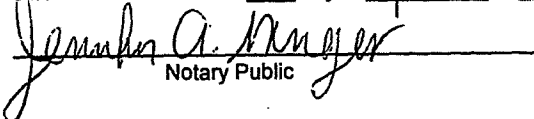
## 2021 Front End Loader with Front Mounted 30-Foot Reversible Snow Plow

Company Name	Nortrax	Milton Cat	Monroe Tractor
Addendum 1	X	X	X
Minimum Specs and Standards Met	Yes	Yes	NO
Make/Model	2021 John Deere 744L w/Henk 30" Snow Plow	Caterpillar 972M w/ Henke APR44-30 Reversible Snow Plow w/ Shield	
Base Bid Price	\$369,000.00	\$398,963.00	\$367,500.00
Shipping/Delivery Cost	\$0.00	Included	0
Total Equipment Price Including Delivery	\$369,000.00	\$398,963.00	\$367,500.00
Delivery	90 Calendar Days	120-180 Calendar Days	180 Calendar Days
Bid Acknowledgement	X	X	X
Offerer Disclosure	X	X	X
Non-Collusion	X	X	X
References	X	X	X

I, Bobbi Matthews, certify that this bid tabulation is a true copy of the prices submitted by each bidder for the commodity shown above.

Albany Airport Authority Purchasing Department

  
 Bobbi Matthews  
 Purchasing Agent

Sworn to before me this 19<sup>th</sup> day of April, 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, 2023



## ALBANY COUNTY AIRPORT AUTHORITY

### INVITATION FOR BID

Sealed bids are hereby requested by the Albany County Airport Authority for **Contract No. E-20-1069 for the Purchase of one (1) 2021 Front End Loader with Front Mounted 30-Foot Reversible Airport Snow Plow for use at Albany International Airport.** DOCUMENTS MAY BE OBTAINED beginning at 10:00 AM on **February 4, 2021**, from Bid Net Direct by visiting [www.bidnetdirect.com//albany-county-airport-authority](http://www.bidnetdirect.com//albany-county-airport-authority) or AT THE ALBANY COUNTY AIRPORT AUTHORITY PURCHASING OFFICE for a non-refundable fee of \$20.00. No bid shall be considered unless the organization making the bid has first obtained a copy of the IFB. In accordance with State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the Airport Authority and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers by this solicitation through final award and approval of the Procurement Contract by the Authority (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is Bobbi Matthews, Purchasing Agent. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found by request to the designated staff and the New York State Office of General Services Advisory Council on Procurement Lobbying Web site at: <https://www.ogs.ny.gov/acpl/> . Only those bids in the hands of the ALBANY COUNTY AIRPORT AUTHORITY, PURCHASING OFFICE, MAIN TERMINAL, THIRD FLOOR, ALBANY, NEW YORK 12211 available to read at **2:00 P.M. (EST) February 25, 2021**, shall be considered. Bids shall be verbally acknowledged at such time in the Albany County Airport Authority Conference Room, Main Terminal, Third Floor, Albany, New York. This acknowledgment will be recorded and available upon request to the Airport Authority Purchasing Department. Proposer may listen via telephonic mean. Instructions will be distributed to bidders. **DBE RESPONSES ARE ENCOURAGED.**



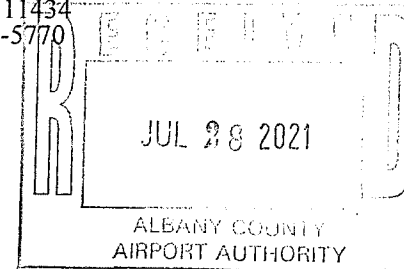
U. S. Department  
of Transportation

**Federal Aviation  
Administration**

July 28, 2021

Mr. Mr. Philip F. Calderone, CEO  
Albany County Airport Authority  
Albany International Airport  
Administration Building, Suite 300  
747 Albany Shaker Road  
Albany, NY 12211-10577

New York Airports District Office  
1 Aviation Plaza  
Jamaica, New York 11434  
Telephone: 718-995-5770  
Fax: 718-995-5790



ALBANY INTERNATIONAL AIRPORT, ALBANY, NY  
AIP Project Number 3-36-0001-147-2021; Replace Snow Removal Equipment -  
(SRE); One Class VI Snow Blower (M22); One 18' Broom (M40); One Wheeled  
Loader with Snow Plow (M56) - Award Concurrence, Kodiak, MB & John Deere

Dear Mr. Calderone:

In response to your letter request dated June 8, 2021, we hereby give our written concurrence with your award of a purchase contract for the procurement of the proposed 2021 Kodiak CR700D Class 6 Snow Blower, specified via ACAA's Bid Solicitation E-20-1070 (Rebid) and subsequent April 15, 2021 receipt of bids under the above mentioned project at Albany International Airport, in the total amount of \$583,000.00, subject to an appropriate FAA Grant Offer, ACAA's proper execution thereof, and applicable grant conditions to the following firm:

Kodiak America LLC, Inc.  
1350 Pomerelle Ave  
Burley, Idaho 83318  
Attn: Scott Pilling, General Manager  
Phone: 208-417-0486  
Email: [kent@kodiakamerica.us](mailto:kent@kodiakamerica.us)

In response to your letter request dated April 22, 2021, we hereby give our written concurrence with your award of a purchase contract for the procurement of the proposed MB, Cab Forward Chassis with 18' Front Mount Broom and Forced Air Blower System as specified via ACAA's Bid Solicitation E-20-1071 and subsequent February 25, 2021 receipt of bids under the above mentioned project at Albany International Airport, in the total amount of \$580,635.00, subject to an appropriate FAA Grant Offer, ACAA's proper execution thereof, and applicable grant conditions to the following firm:

MB Companies, Inc.  
201 MB Lane  
Chilton, WI 53014  
Doug Blada, CEO  
Phone: 920-898-1005  
Email: [doug.blada@aebi-schmidt.com](mailto:doug.blada@aebi-schmidt.com)

In response to your letter request dated July 26, 2021, we hereby give our written concurrence with your award of a purchase contract for the procurement of the proposed John Deere 744L Wheeled Loader with Henke ARP44-30 Reversible Snow Plow meeting the requirements of ACAA's Bid Solicitation E-20-1069 (rebid) and subsequent April 15, 2021 receipt of bids under the above mentioned project at Albany International Airport, in the total amount of \$369,000.00, subject to an appropriate FAA Grant Offer, ACAA's proper execution thereof, and applicable grant conditions to the following firm:

Nortrax Inc.  
14 The Crossing Blvd.  
Clifton Park, NY 12065  
Attn: Chris Hunter, General Manager  
Phone: 518-371-5111  
Email: [Chris.Hunter@Nortrax.com](mailto:Chris.Hunter@Nortrax.com)

As soon as the procurement contract documents have been signed, please forward a PDF copy for our records, including all appropriate bonds and insurance certificates. Grant payment drawdowns are conditioned upon receipt by the NYADO of acceptable evidence of equipment delivery; satisfactory on-site testing and acceptance of the vehicle. This letter serves to acknowledge our receipt of your October 30, 2020 Sponsor Certifications submitted via email. Copies of this letter are being sent to the New York State Department of Transportation and your consultant, C&S.

Sincerely,

RALPH A  
GATTO

Digitally signed by  
RALPH A GATTO  
Date: 2021.07.28  
11:29:13 -04'00'

Ralph Gatto  
Airport Engineer

Cc: C Bruback, C&S (via email)  
D. Geraldi, NYSDOT (via email)



**FEDERAL AVIATION ADMINISTRATION**

**EASTERN REGION  
AIRPORTS DIVISION**

**CATEGORICAL EXCLUSION FORM**

Airport: Albany International Airport (ALB)

Project: Purchase Replacement Snow Removal Equipment: (1) one Loader with plow, (1) one 18' Broom, and (1) One High Speed Blower.

FAA has determined that the listed project qualifies for a categorical exclusion under FAA Order 1050.1F, paragraph:

- 5-6.1h. Approval of an airport's sponsor request to impose Passenger facility Charges or approval to impose and use Passenger Facility Charges for planning studies.
- 5-6.1m FAA administrative actions associated with transfer of ownership or operation of an existing airport, for acquisition or long-term lease as long as the transfer is limited to ownership, right of possession, and/or operating responsibility.
- 5-6.1n Issuance of grants to prepare noise exposure maps and noise compatibility programs.
- 5-6.1o Issuance of planning grants which do not imply a project commitment, such as airport planning grants and grants to states participating in the state block grant program
- 5-6.3h Acquisition of equipment required by rule or regulation for the safety or security of personnel and property on the airport or snow removal equipment.

Madelyn Terese Sheehan  
Digitally signed by  
Madelyn Terese Sheehan  
Date: 2020.10.28 11:59:53  
-04'00'

Signature of Responsible FAA Official

Date

## **AGENDA ITEM NO. 10.9**

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

AGENDA ITEM NO: 10.9  
MEETING DATE: September 13, 2021

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

ACAA Approved  
09/13/2021

**DEPARTMENT:** *Finance/Legal*

Contact Person: *Christine C. Quinn, Chief Counsel  
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 \$4,400,000 (for 1 year based upon estimated usage fuel prices change weekly)*

**BUDGET INFORMATION:**

Anticipated in Current Budget: Yes  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 EPIC Aviation, LLC for up to three (3) one-year periods.*

*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. Five 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 EPIC Aviation, LLC 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 EPIC Aviation, LLC proposed the lowest overall cost to the Authority when all categories are combined.*

**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.*

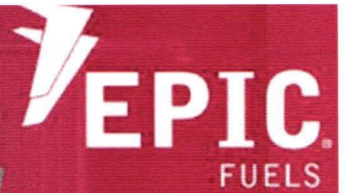
AGENDA ITEM NO: 10.9  
MEETING DATE: September 13, 2021

**PROCUREMENT DEPARTMENT APPROVAL:**

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

**BACK-UP MATERIAL:**

*Please see attached proposal from EPIC Aviation, LLC.*



## **Aviation Fuel Supplier for:**

### **CONTRACT NO 21-1091-F AVIATION FUEL SUPPLIER**

**Presented to:**

**Albany County Airport Authority, Albany International Airport**

**Presented by:**

**Thomas Mahoney**

Regional Sales Manager

EPIC Fuels

tmahoney@epicfuels.com, 201-587-4720

August 4, 2021

**Proprietary and Confidential**



The information or data on pages 3, 6, 8, 9, 14, 18, 19 and RFP forms 51, 53, 54, 55, 56, 57,58 of this proposal, 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.

In the event the Authority receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the Authority in making its determination as to whether disclosure is required under the law

**Tab 1 - Cover Letter**

August 4, 2021

Albany County Airport Authority  
Purchasing Office  
Albany International Airport  
Administration Building, Second Floor, Room 204  
Albany, NY 12211

Re: Request for Competitive Proposals for Contract No. 21-1091-F-- Aviation Fuel Supplier

Thank you for the opportunity to submit our proposal for aviation fuel supply and support services to the Albany County Airport Authority. We look forward to discussing this proposal with you and the possibility to partner with you.

Business Organization:

EPIC Aviation, LLC, 222 West Las Colinas Blvd, Suite 1425N, Irving, TX 75039

Contact Person:

Thomas Mahoney, Regional Sales Manager  
Phone: 201-587-4720  
Email: tmahoney@epicfuels.com

EPIC Aviation, LLC (EPIC) is an independent supplier of high aviation fuels and services. EPIC supplies aviation fuel needs of airlines, cargo operators, corporate and general aviation, fixed base operators (FBOs) and resellers. In addition, EPIC has a long history of meeting the fueling needs of airports, municipalities, aerial firefighting and agribusiness needs as well as our military through the Defense Logistics Agency (DLA). EPIC specializes in innovative customer solutions and industry leading fuel quality assurance programs.

Our past performance has been exemplary with both our branded and unbranded customers, many of which have been with us for years. We have the proven capacity, knowledge and integrity to exceed your expectations.

Thank you,

*Thomas Mahoney*

Thomas Mahoney  
Regional Sales Manager  
EPIC Fuels

## QUALIFICATIONS

EPIC Fuels is qualified to partner with Albany County Airport Authority. We are more than a fuel supplier. We believe in partnering with you to help you succeed in growing your business. EPIC Fuels partners with our customers to maintain a high level of service, fuel supply and quality control. Our proposal will demonstrate our qualifications and experience in successfully implementing, servicing and completing all stages of Scope of Work as outlined in your RFP.

As an independent aviation fuel supplier with primary operations throughout the U.S. and Canada, EPIC Fuels' supply system utilizes a broad network of refineries, terminals, pipelines, and railcars to serve hundreds of diverse customers across North America and beyond. Not tied to just a single supplier, our long-standing relationships with more than 30 domestic and international suppliers offers multi-supplier convenience and flexibility to ensure our customers have a continuous supply of aviation jet fuel, avgas, ground fuels and related services. Our position in the marketplace with multiple suppliers, along with a robust distribution network, offers our customers flexibility, dependability and access to cost-effective and reliable fuel supply worldwide.

EPIC Fuels opened its doors in 1940 as a heating oil distributor and has principally focused on aviation fuel supply for the last 43 years, representing national brands such as British Petroleum, Texaco, Exxon and Phillips 66. We serve the fuel supply needs of airlines, cargo operators, corporate and general aviation, FBOs, and resellers. In addition, we have a long history of meeting the fuel supply needs of airports, municipalities, aerial firefighting and agribusiness needs as well as our military through the Defense Logistics Agency (DLA). EPIC Fuels specializes in innovative customer solutions and industry-leading fuel quality assurance programs and is ready to help fuel your success. We are headquartered in Irving, Texas with support staff in Salem, Oregon and Regional Risk and Sales Managers throughout the United States.

### Signature Aviation

Signature Aviation (formerly known as BBA Aviation) acquired EPIC Aviation, LLC's parent company, Downstream Aviation on July 1, 2018, along with its other wholly-owned subsidiary, QTpod. Signature Aviation is a market-leading, global aviation support and aftermarket services provider, primarily focused on servicing the Business and General Aviation (B&GA)



market. Signature Aviation and its family of companies has operations on 5 continents, with headquarters in, Orlando, FL and Irving, TX.

Signature Aviation is the world's largest infrastructure investor and diverse service organization within the B&GA industry and **EPIC is proud to be part of the Signature family**. Between Signature Flight Support and EPIC Fuels, Signature Aviation provides fuel and services at hundreds of FBO locations globally, including the most traveled markets for B&GA. **"The Most Traveled Network"** features the world's largest, most diverse B&GA customer base –a customer base that relies on Signature Aviation's global network day in and day out to support their operations.

The vetting process includes reviewing a carrier's safety training, vehicle condition and maintenance, as well as the financial stability of the carrier company. All drivers are required to attend recurrent training and each carrier company is subject to annual safety audits by the Road Transport Carrier Management Team. Unlike some fuel suppliers, our carrier audit team and audit protocols are specific to the safe transportation of clean and dry aviation fuels. We utilize recurrent online training to ensure our carrier partners meet and exceed both industry and our own fuel transport standards. It is also our requirement that the carrier have the Bill of Lading of the last product hauled on board and documented on the Release Certificate.

Patriot Tanks Lines, your preferred carrier, is approved by EPIC.

### **Convenient fuel dispatch whenever you need it**

For your convenience, fuel can be ordered 24 hours per day, 7 days a week, 365 days per year. Standard hours of operation for the dispatch team are between the hours of **7:00 am to 12:00 am on weekdays** and 10:00 am to 8:00 pm on weekends (all times Eastern).

Outside of standard hours of operation, calls will be routed to an on-call representative.

The dispatch team is located in Irving, TX. (Central time zone)

Fuel can be ordered via email, through a form on our website, or on the phone. If there is a specific request for date and time of delivery, it should be provided at this time. Fuel will be delivered within 24 to 48 hours of time of order with Consideration for national holidays.

### **YOUR DISPATCH TEAM**

**Erik Polley, Dispatcher:** Erik has been with EPIC for 18 years and the dedicated dispatcher for the North East. He has developed trusted relationships with customers and carriers. Proactive planning as well as experience in the territory with the seasonal and terminal demands are very important when it comes to keeping fuel on the road and in your tanks. With Erik's knowledge of the geographic territory, he is able to coordinate timely dispatching and fuel deliveries while prioritizing emergency loads during periods of increased demand. Erik started with helicopter & kerosene sales and has dispatched in all territories across the United States.

**Lani Martin, Dispatch Manager:** Lani has been actively involved in aviation for 13 years and has dispatched in all territories across the United States and Canada. With FBO, flight department, and fuel dispatch experience, she understands the importance of accuracy and rapid response. Her ability to think outside the box, and anticipate the customer's needs, has served her carriers and customers well.

**Tab 4. Proposed Services Information to include:**

- a) A detailed work plan showing the services to be performed and equipment to be utilized.

**IMPLEMENTATION AND START-UP PLAN**

EPIC Fuels will work closely with Albany County Airport Authority to ensure a smooth transition from your current fuel provider with no interruptions in service.

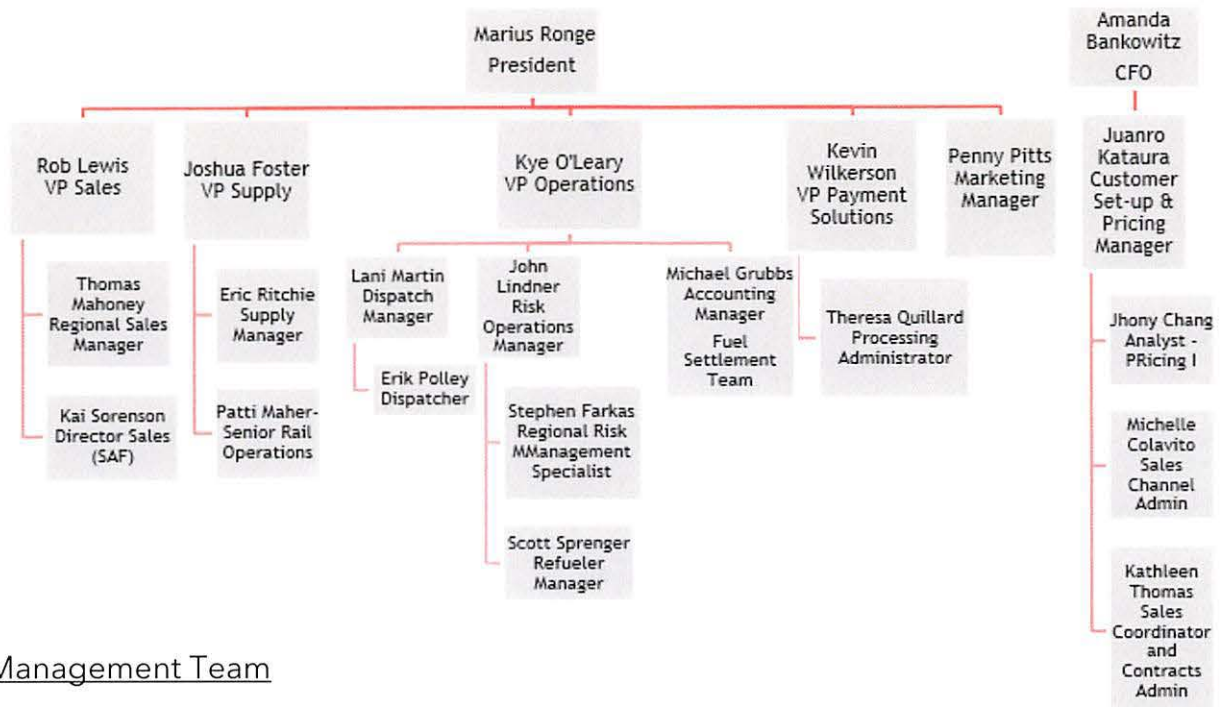
- **Delivery and completion of set-up documents, agreements and certificates**
  - Timely review and execution of agreements
    - Albany County Contract
    - EPIC Card Services Card Processing Agreement (for merchant account)
    - Refueler Lease Agreement if applicable
  - Insurance documents and performance bond to be provided by EPIC
  - Business application and account set up forms to be completed by Authority
  - Fuel account and merchant account will be confirmed
- **Refuelers**
  - EPIC will begin working with you immediately upon notification of successful bidder to complete confirmation of refueler specifications and preliminary order with Skymark Refuelers should you decide to lease the two avgas refuelers
  - Upon execution of contracts, the preliminary order will be confirmed with Skymark Refuelers to complete the units and arrange for shipping approximately 120 from order date
  - Delivery of refuelers and training by Skymark certified technicians to be scheduled.
    - Delivery of refuelers
    - Meter calibration (Authority will schedule)
    - Schedule training with Skymark Certified trainers with selected personnel to receive training
- **Quality Assurance**
  - Schedule and perform site audits by EPIC's Risk Management Specialist, Steve Farkas
  - Plan to address discrepancies if needed
  - Schedule Hands-on Quality Control Training
  - NATA Safety 1<sup>st</sup> registration with EPIC subsidized rates

- **Card Processing**
  - Confirm merchant account has been established and ready to process all credit cards through your preferred software
  - Establish pricing and tiers
  - Set up weekly price notifications (emailed and uploaded to secure website)
  - Run test transactions
  - Provide training on EPIC Card Services website
- **EPIC Direct** -Processing resellers, NetJets, ad-hoc transactions
  - Provide log-in account information
  - Identify all resellers and establish fuel releases and set up account for reimbursements
  - Establish pricing tiers, maintain organized access for your staff and clients.
  - Provide introduction to key EPIC staff and provide training.
- **Marketing**
  - Implement change in branding including logos to use for your online listings, websites, uniforms, etc.
  - Set-up co-op account
  - Set-up Pilot Rewards Program - Bravo
- **Customer Service and Dispatch**
  - Make introductions with fuel ordering team to EPIC's Dispatch key team members
    - Lani Martin - Customer Service and Dispatch Manager
    - Erik Polley - Main point of contact for fuel load ordering for the North East
  - Determine dispatch plan with proactive scheduling with carriers
- **SAF Delivery Schedule**
  - Establish schedule for the delivery of SAF via truck loads

Fuel supplier transition implementation and oversight will be provided by primary point of contact, Thomas Mahoney who is located in New Jersey

**Tab 4. Proposed Services Information to include:**

**b) Organizational Chart specific to Albany International Airport operations, including the level of experience of your management team.**



Management Team

Marius Ronge, President of EPIC Fuels and Signature Select: Marius is an aviation-industry enthusiast, who had consulted with Signature Aviation on matters of strategy, fuel procurement and FBO operations since 2010. Previously, he served as Interim COO for Hertz’s North American operations. Marius holds a Commercial Pilot rating.

Rob Lewis, Vice President of Sales: Rob is responsible for the growth of the EPIC Fuels and Signature Select networks. Rob has nearly 19 years’ experience in senior leadership roles within the business aviation sector. He has been President of Everest Fuel Management, SVP of Sentient Jet’s FBO Division, CEO of Pentastar Aviation, VP of CAE’s Business Aviation and Helicopter Training divisions and VP of Erickson’s Airplane business. Rob holds a private pilot’s license, has a BS in Physics from the US Naval Academy and an MBA from Columbia University.

Thomas Mahoney, Regional Sales Manager: Tom is responsible for managing the relationship between your Airport and EPIC. With over 30 years in the aviation industry, he understands the unique needs of our customers. His experience includes VP of Sales at XOJet, Partner at Aircraft Services Group, VP, Government Relations at Flight Safety International, Inc. He is a passionate, lifelong aviation professional (Falcon 900EX and helicopter pilot, skydiver and former Sky Diving School founder/owner).

Additional team member’s experience is noted throughout specific sections of this proposal.



**Tab 4**  
**c) Pricing**

EPIC is offering pricing for Jet A, Avgas and SAF fuel to the Authority based on a fixed differential, plus freight and applicable taxes and fees.

Please refer to the individual pricing sheets in Exhibit D, Proposal J - PROPOSAL SUBMITTAL FORM

## PRODUCT LIABILITY INSURANCE

As an EPIC Fuels location, you would be eligible to participate in our **extended product liability** coverage with limits of \$50,000,000. In this program, you would become a Certificate Holder and Additional Insured, but only for liabilities arising out of the sale, handling, or distribution of dedicated fuel by the Authority. This coverage would be excess over insurance carried by you. In order to participate in this extended product liability coverage, you must agree to maintain a minimum primary aviation products liability limit of \$1,000,000 for any one occurrence and in the aggregate annually. In addition, EPIC Fuels must be included as an Additional Named Insured on your policy. The excess coverage shall be null and void if the Authority does not maintain this primary insurance, fuel is co-mingled, or if you cease to be an authorized EPIC Fuels location.

In addition to the no-cost extended product liability coverage provided by EPIC, you may be able to realize insurance cost savings by becoming a part of our branded fuel insurance program with Starr Aviation Agency (Atlanta, GA). Please contact your insurance broker to check rates.

## QUALITY CONTROL PROGRAM

**We offer an industry-leading quality assurance program** leveraging the resources of the world's largest and most sophisticated FBO chain for you. Prior to the beginning of operation, our Risk Management Specialist will inspect the fuel farm and related equipment to ensure that everything is up to specification. At this time, employees can also be trained on performing fuel tests, the safe acceptance of a fuel load, inspecting the fuel farm, and maintaining records.

### **Risk Management team available for regularly scheduled QC and safety audits**

As an EPIC Fuels branded location, you will be assigned a Risk Management Specialist who will perform regularly scheduled QC and safety audits. This ensures the highest level of safety and compliance with industry standards in your day to day operations. Risk Management Specialists are also available to assist in troubleshooting equipment issues, assist in incident response or for consultation on other technical and line service issues.

Inspections are performed annually (not to exceed 18 months between inspections) and are performed at no charge to customer.

**Guidance documents ensure safe and compliant operation**

To help ensure the aviation products delivered to our customers meet specification when delivered into the tanks of an aircraft, the EPIC Fuels Risk Management Team has developed the Manual of Operational Guidelines and Best Practices. Our underlying goal in the development of this manual is to help our customers recognize the applicable industry standards for their operation. By applying these standards, you will ensure that you have a safe and compliant operation.

**Emergency response support provided by our team**

We will provide support in addition to training included in our Manual of Operational Guidelines and Best Practices that includes procedures for emergency response. The following are examples of emergencies which should be (but not limited to) considered: aircraft incidents, fuel spills, fuel quality issues, fires, equipment failures or breakdowns, power outages, and serious injuries to employees or third parties.

In the event you suspect off-spec product, your local Risk Management Specialist will help you perform tests, take samples, and arrange for testing when needed.

**YOUR TECHNICAL TEAM**

**Stephen Farkas, Risk Management Specialist:** Steve will support the fuel quality and technical aspects for your location. He has over 30 years in the aviation industry, including the last 14 with EPIC. Steve is based in Columbus, Ohio.

**John Lindner, Risk Operations Manager:** John has 44 years of experience in the aviation industry, including 25 years with EPIC Fuels. John manages our Risk Management Specialists team and is focused on ensuring our stringent fuel quality control standards and processes are maintained from the time the product leaves the refiner until it is delivered into the aircraft wing. John is a member of ASTM, PEI and NFPA. He is based in our Salem, Oregon office.

**Scott Sprenger, Refueler Manager:** Scott manages our refueler fleet and procurement of new and used refuelers. Scott has been with the company for 21 years in a variety of roles, including supervision of refueler and GSE assets, transportation manager and experience in both dispatch and customer service in our DLA segment. Scott has relationships with most major refueler companies and repair and maintenance shops in order to fully support our customer needs.

## LINE PERSONNEL TRAINING ASSISTANCE

### **EPIC is proud to offer NATA's new Safety 1st Training Center program to our dealers**

EPIC works with the National Air Transportation Association (NATA) to bring you their new and improved approach to training through the NATA Safety 1st Training Center and subscription program. EPIC Fuels branded dealers who are active NATA members now have access to exciting features, content, and flexibility at a special negotiated rate. Additionally, the NATA Safety 1st Training Center shifts the focus of your training program from simple compliance to true employee learning and development - an advantage in employee recruitment and retention.

Offered through an annual subscription, users can receive unlimited use of the entire NATA Safety 1st Program. There are no more added costs for employee turnover, simply mark the outgoing employee inactive and add in the new replacement hire. The Safety 1st Training Center offers a new approach to training that focuses on employee learning and development rather than just simple compliance. This training is approved by the FAA to meet the requirements of both 139.321(e)(1)- Fuel Safety Supervisor and Line Fuel Service 139.321 (e)(2).

The training utilizes a ratings-based approach to training that removes the emphasis on achieving a single certificate and refocuses your team on the individual, functional areas of their jobs.

The cost of NATA Safety 1st is subsidized by EPIC Fuels and is available to the Authority and FBO employees at a price of \$78 per slot per year; (a 60% savings off the retail price of \$195 per year.)

### **Hands-On Quality Control Training**

Annual Hands-on Fuel Safety Training is held on location where attendees learn how to properly receive fuel, inspect a fuel farm, audit a fuel truck, and complete their fire training requirement by using a fire extinguisher. This training is provided at no cost.

**Tab 6. Documents Required To Be Submitted With Proposal:****Exceptions to be included as stated in Exhibit D**

EPIC's proposal and offer to your RFP is very strong and responsive to your RFP's stated requirements. Pricing, terms and conditions of our offer are based on the package as described, including projected Jet-A, Avgas and SAF volume requirements and processing of payment for all general aviation fuel-sale transactions through EPIC. Should there need to be changes to your requirements we are happy to work with you subject to renegotiation of pricing.

Exceptions to fuel and freight pricing terms are noted on each pricing page.

In addition, we note the following:

Section D, #7 Payments: There will be no increases paid due to an escalation in any cost of materials, labor, fuel or other cost of any kind.

Exception: Any increase to our costs will need to be passed on strictly as a pass through and with notice. Pricing is based on primary terminals, and while we do not anticipate increases in cost of fuel, we will notify you with 30 days' notice with a full explanation of the changes and the effective date.

Section H, Other Terms and Conditions; #19. Inspection and Audit:

The successful proposer shall keep, or cause to be kept, at its principle 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 access, during normal business hours, to such books and records for the purposes of inspection, extraction and audit.

Exception: EPIC is happy to provide records specific to the work of this contract, however we request more than 24 hours and a more specific and targeted request for records. Payroll records are confidential and not applicable.

Section H, Other Terms and Conditions; #21. Option to Add or Delete

Albany County Airport Authority may, at its sole option, by notice to the proposer, add or delete portions of Albany County Airport facility in which successful proposer performs services hereunder. The charges or credits given by the successful proposer for such added or deleted areas based upon the addition of or they shall calculate reduction in the unit of measurement at the appropriate price per unit of measurement as requested as part of this bid.

Exception: Pricing, terms and conditions of our offer to you is based on the package of all products and services as described herein, including Jet-A, Avgas and SAF as well as processing of all general aviation fuel transactions through EPIC. Should there need to be changes to your requirements we are

happy to work with you subject to renegotiation of pricing. We understand your annual requirements to be 65,000 gallons avgas, 1,200,000 gallons Jet-A, of which 120,000 to 180,000 will be SAF blended Jet A, which we currently offer at a 70 (Jet-A) / 30 (neat SAF) ratio.

Exhibit C;

Scope of Services, Section B:

All Jet A and AvGas fuel ordered will generally be delivered to Albany International Airport within 24 hours from the time an order is placed. In the event delivery is not made within 36 hours to the airport, the Authority reserves the right to place the order with the next available vendor and the awardee shall be liable for any increase in price as liquidated damages, it being agreed that said sum is a fair and reasonable estimate of actual damages the Authority will incur. SAF deliveries will be outlined by proposer in Section VI: D, 3. (b) of this RFP.

Exception: Typical fuel deliveries are made within 24 to 48 hours of time of order. Due to the competitive nature of our fuel pricing, we cannot agree to be liable for any costs the Authority incurs if ordering from an alternate vendor. We will work with the Airport Authority in a proactive manner to avoid and address any delivery delays.

It is preferred that THE PROPOSED PRICE DIFFERENTIAL PER GALLON AND TRANSPORTATION COST PER GALLON FOR JET A AND AVGAS SHALL BE GUARANTEED FOR THE TERM OF THE FUEL SUPPLY AGREEMENT but Proposers may request an adjustment to the freight charges with a 30 day approval by the Authority based upon variables such as a change in the price of Highway Diesel Fuel based upon a change in an independent index for Highway Diesel Fuel:

(e.g. <http://www.eia.doe.gov/tools/faqs/faq.cfm?id=2&t=5>).

Exception: Any increase to our costs will be passed on strictly as a pass-through and with notice. Pricing is based on primary terminals, and while we do not anticipate increases in cost of fuel, we will notify you with 30 days' notice with a full explanation of the changes and the effective date. Should we need to procure from a back-up terminal, additional costs of fuel and freight will be passed on at cost.

The fuel surcharge which is part of the transportation cost is a variable fee as you have indicated and based on the changes in the price of highway diesel. These changes are updated live and part of your weekly notification or can be listed as a line item on your fuel invoices for full transparency. We have attached our applicable fuel-surcharge table as Exhibit E.

### **Exhibit D. Proposal G-3**

#### **A. Financial Statements**

Proponents shall attach 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.

Exception: EPIC is submitting a proposal bond, and we will provide a performance bond. In general, we do not disclose financials. If this information is required to substantiate our ability to perform under this contract, we may do so subject to management approval and execution of a Non-Disclosure Agreement.

**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: EPIC Aviation, LLC

Signature of Authorized Person: 

Title: Chief Financial Officer

Business Address of Proposer:  
222 West Las Colinas Blvd. Ste 1425N, Irving, TX 75039

Business Phone Number: 866-501-3742 (main) Bid contact: 201-587-4720 - Thomas Mahoney

Date: July 29, 2021

Subscribed and sworn to before me this 29 day of July, 2021.

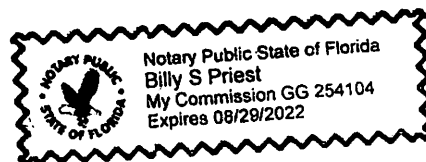


Exhibit D: Proposal A

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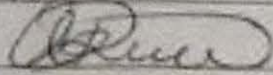
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I, the undersigned, guarantee our proposal meets or exceeds specifications contained in the RFP document. Any exceptions are described in detail and all requested information has been submitted as requested.

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: EPIC Aviation, LLC

Signature of Authorized Person: 

Title: Chief Financial Officer

Business Address of Proposer:

222 West Las Colinas Blvd. Ste 1425N, Irving, TX 75039

Business Phone Number: 866-501-3742 (main) Bid contact: 201-587-4720 - Thomas Mahoney

Date: July 29, 2021

Subscribed and sworn to before me this 29 day of July, 2021.



**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 Florida COUNTY OF Orange

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Florida on this day personally appeared Amanda Bankowitz who after being by me duly sworn did depose and say: I, Amanda Bankowitz am a duly authorized officer of/agent for EPIC Aviation, LLC 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: EPIC Aviation, LLC

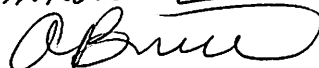
222 West Las Colinas Blvd, Suite 1425N, Irving, TX 75039

Telephone and Fax Numbers: 866-501-3742 (phone) and 503-566-2390 (fax)

By:  Name & Title Amanda Bankowitz, CFO

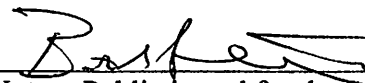
AMANDA BANKOWITZ

Signature



SUBSCRIBED AND SWORN to before me by the above-named on this  
29 day of July 2021.



  
Notary Public in and for the State of ~~NY~~ FL

purpose of restricting competition.

Name and Address of Preparer: EPIC Aviation, LLC

222 West Las Colinas Blvd, Suite 1425N, Irving, TX 75039

Telephone and Fax Numbers: 866-601-3742 (phone) and 503-566-2390 (fax)

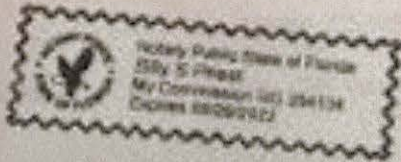
By: *[Signature]* Name & Title Amanda Bankowitz, CFO

AMANDA BANKOWITZ

Signature

*[Signature]*

SUBSCRIBED AND SWORN to before me by the above-named on this  
27 day of July 2021.



*[Signature]*  
Notary Public in and for the State of NY FL

**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.

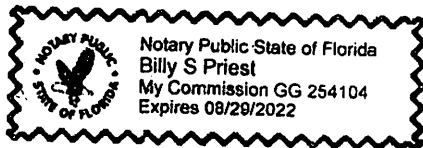
  
Signature \_\_\_\_\_ Amanda Bankowitz, CFO  
Agent


Print or Type Name: EPIC Aviation, LLC

Address 222 West Las Colinas Blvd. Ste 1425N  
Irving, TX 75039

Phone: 866-501-3742 (main) Bid contact: 201-587-4720 - Thomas Mahoney

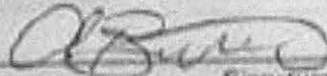
SUBSCRIBED AND SWORN to before me by the above named on this 29  
day of July, 2021.



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

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

Amanda Bankowitz, CFO  
Agent

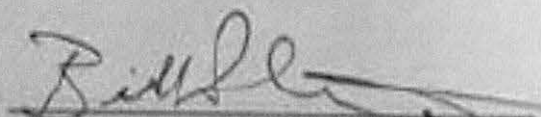
Firm or Type Name: EPIC Aviation, LLC

Address: 222 West Las Colinas Blvd. Ste 1425N  
Irving, TX 75039

Phone: 866-501-3742 (main) Bid contact: 201-587-4720 - Thomas Mahoney

SUBSCRIBED AND SWORN to before me by the above named on this 29  
day of July, 2021.





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

**Exhibit D: Proposal D**

**Offerer Disclosure of Prior Non-Responsibility Determinations**

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

EPIC Aviation, LLC

Address: 222 West Las Colinas Blvd, Suite 1425N, Irving, TX 75039

Name and Title of Person Submitting this Form: Amanda Bankowitz, CFO

Contract Procurement Number: 21-1091-F

Date: \_\_\_\_\_

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: \_\_\_\_\_

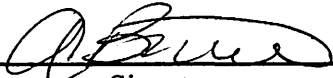
Date of Termination or Withholding of Contract: \_\_\_\_\_

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:  Date: July 29, 2021  
Signature

Name: Amanda Bankowitz

Title: Chief Financial Officer

(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)

Offeror 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: July 29, 2021

Name: Amanda Bankowitz

Title: Chief Financial Officer

**Exhibit D: Proposal E**

**PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, Epic Aviation, LLC as Principal, and Atlantic Specialty Insurance Company as Surety, a corporation chartered and existing under the laws of the State of New York, 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 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 27th day of July, 2021.

Epic Aviation, LLC

Principal

*[Handwritten Signature]*  
By

Atlantic Specialty Insurance Company

Surety

*[Handwritten Signature]*  
By Debra A. Deming, Attorney-in-Fact



CERTIFICATE AS TO CORPORATE PRINCIPAL

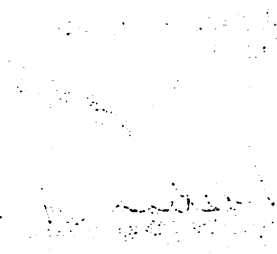
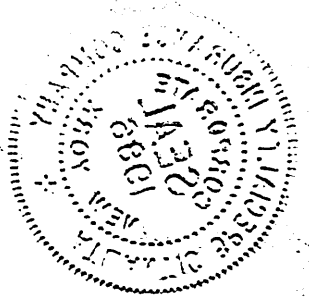
I, Lindsey Davis, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Priscilla Kehoe, who signed the said bond of said Corporation is the <sup>vice</sup>President of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for in behalf of said Corporation by authority of its governing body.

*[Handwritten Signature]*



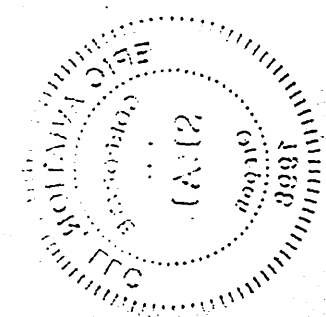
(Corporate Seal)

100



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Faint, illegible handwritten text.



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**ACKNOWLEDGEMENT OF SURETY**

---

STATE OF     NEW YORK            )  
CITY OF       NEW YORK           )     SS:  
COUNTY OF   KINGS                )

On July 27, 2021 before me, Francesca Kazmierczak  
Notary Public, personally appeared Debra A. Deming who proved  
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on  
the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.



Notary Public or Commissioner of Deeds  
Francesca Kazmierczak  
Commission Expires: 2/13/2025

FRANCESCA KAZMIERCZAK  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01KA6354599  
Qualified in Kings County  
Commission Expires February 13, 2025



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Debra A. Deming, Sandra Diaz, Cynthia Farrell, Anne Potter, Peter Healy, Susan A. Welsh, Frances Rodriguez, Aklima Noorhassan, Francesca Kazmierczak, Jennifer Jakaitis, Nancy Schnee, Kemal Brkanovic**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

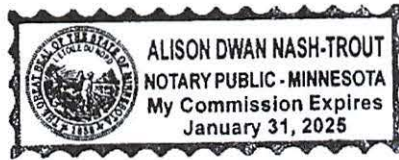
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*  
Notary Public

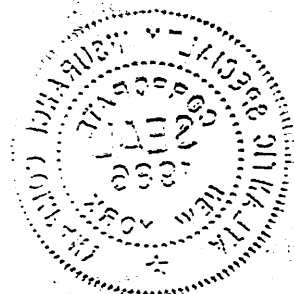
I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 27th day of July, 2021.



This Power of Attorney expires  
January 31, 2025

*Kara Barrow*  
Kara Barrow, Secretary







**Atlantic Specialty Insurance Company**  
Period Ended 12/31/2020

Dollars displayed in thousands

<b>Admitted Assets</b>		<b>Liabilities and Surplus</b>	
Investments:		<b>Liabilities</b>	
Bonds	\$ 1,500,023	Loss Reserves	\$ 878,884
Preferred Stocks	-	Loss Adjustment Expense Reserves	272,666
Common Stocks	775,825	<b>Total Loss &amp; LAE Reserves</b>	<u>1,151,550</u>
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	593,461
Contract Loans	-	Total Reinsurance Liabilities	13,171
Derivatives	-	Commissions, Other Expenses, and Taxes due	54,583
Cash, Cash Equivalents & Short Term Investments	147,406	Derivatives	-
Other Investments	23,375	Payable to Parent, Subs or Affiliates	-
<b>Total Cash &amp; Investments</b>	<u>2,446,629</u>	All Other Liabilities	<u>237,942</u>
		<b>Total Liabilities</b>	<u>2,050,707</u>
Premiums and Considerations Due	276,120		
Reinsurance Recoverable	59,375	<b>Capital and Surplus</b>	
Receivable from Parent, Subsidiary or Affiliates	29,538	Common Capital Stock	9,001
All Other Admitted Assets	62,330	Preferred Capital Stock	-
		Surplus Notes	-
<b>Total Admitted Assets</b>	<u>2,873,992</u>	Unassigned Surplus	91,944
		Other Including Gross Contributed	722,341
		<b>Capital &amp; Surplus</b>	<u>823,286</u>
		<b>Total Liabilities and C&amp;S</b>	<u>2,873,992</u>

State of Minnesota  
County of Hennepin

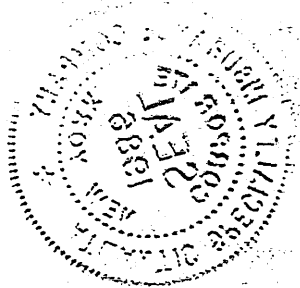
I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31<sup>st</sup> day of December, 2020, according to the best of my information, knowledge and belief.

  
 \_\_\_\_\_  
 Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 2<sup>nd</sup> day of March, 2021.

  
 \_\_\_\_\_  
 Notary Public





**STATE OF NEW YORK  
DEPARTMENT OF FINANCIAL SERVICES**

**CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE  
LAW**

It is hereby certified that

**Atlantic Specialty Insurance Company  
of New York, New York**

a corporation organized under the laws of New York and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$820,615,432. (Capital \$9,000,546), as is shown by its sworn financial statement for the quarter ending, March 31, 2021, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have here-  
unto set my hand and affixed the  
official seal of this Department  
at the City of Albany, this 2nd  
day of June, 2021.

Linda A. Lacewell  
Superintendent

By

A handwritten signature in black ink, appearing to read "Colleen M. Draper".

Colleen M. Draper  
Special Deputy Superintendent

**State of New York**  
**Insurance Department**

**Whereas it appears that**  
**Atlantic Specialty Insurance Company**

**Home Office Address**                      New York, New York

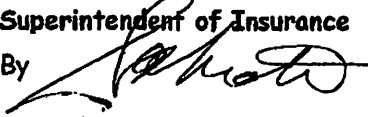
**Organized under the Laws of**        New York

**has complied with the necessary requirements of or pursuant to law, it is hereby**  
**licensed to do within this State the business of**

accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity, gap, prize indemnification, service contract reimbursement, and legal services insurance, as specified in paragraph(s) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 26(A)(B)(C)(D), 27, 28, and 29 of Section 1113(a) of the New York Insurance Law. and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended) and as authorized by Section 4102(c), reinsurance of every kind or description,



**In Witness Whereof, I have hereunto set**  
**my hand and affixed the official seal of this**  
**Department at the City of Albany, New York, this**  
**15th day of February, 2002**

Gregory V. Serio  
Superintendent of Insurance  
By   
Special Deputy Superintendent

**Exhibit D: Proposal E**

**PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, <sup>Epic Aviation, LLC</sup> \_\_\_\_\_ as Principal, and Atlantic Specialty Insurance Company as Surety, a corporation chartered and existing under the laws of the State of New York, 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 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,

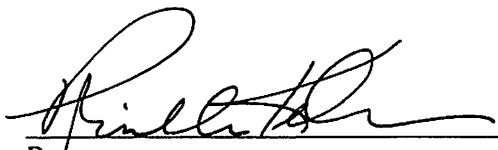
- A. If said Proposal shall be rejected, or in the alternate;
- B. If said Proposal shall be accepted and the Principal shall, within fourteen (14) calendar days after receipt of written notification from the Authority of the Notice of Award, execute and deliver such contract and shall furnish sufficient 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.

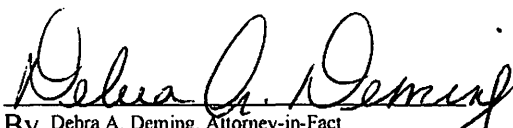
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have cause their corporate seals to be hereto affixed and these presents to be signed by their proper officers.

Signed, this 27th day of July, 2021.

Epic Aviation, LLC  
Principal

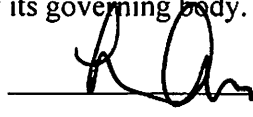
  
By

Atlantic Specialty Insurance Company  
Surety

  
By Debra A. Deming, Attorney-in-Fact

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Lindsey Davis, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Priscilla Kehoe, who signed the said bond of said Corporation is the <sup>vic</sup>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)

**ACKNOWLEDGEMENT OF SURETY**

STATE OF NEW YORK )  
CITY OF NEW YORK ) SS:  
COUNTY OF KINGS )

On July 27, 2021 before me, Francesca Kazmierczak  
Notary Public, personally appeared Debra A. Deming who proved  
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on  
the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

*Francesca Kazmierczak*

Notary Public or Commissioner of Deeds  
Francesca Kazmierczak  
Commission Expires: 2/13/2025

FRANCESCA KAZMIERCZAK  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01KA6354599  
Qualified in Kings County 2025  
Commission Expires February 13, 2025



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Debra A. Deming, Sandra Diaz, Cynthia Farrell, Anne Potter, Peter Healy, Susan A. Welsh, Frances Rodriguez, Aklima Noorhassan, Francesca Kazmierczak, Jennifer Jakaitis, Nancy Schnee, Kemal Brkanovic**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

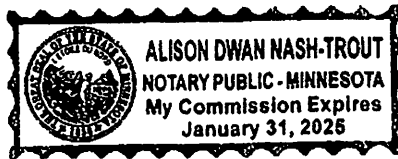
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 27th day of July, 2021.



This Power of Attorney expires  
January 31, 2025

*Kara Barrow*  
Kara Barrow, Secretary





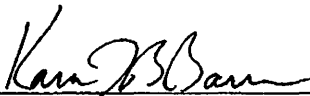
**Atlantic Specialty Insurance Company**  
Period Ended 12/31/2020

*Dollars displayed in thousands*


<b>Admitted Assets</b>		<b>Liabilities and Surplus</b>	
Investments:		<b>Liabilities</b>	
Bonds	\$ 1,500,023	Loss Reserves	\$ 878,884
Preferred Stocks	-	Loss Adjustment Expense Reserves	<u>272,666</u>
Common Stocks	775,825	<b>Total Loss &amp; LAE Reserves</b>	<b>1,151,550</b>
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	593,461
Contract Loans	-	Total Reinsurance Liabilities	13,171
Derivatives	-	Commissions, Other Expenses, and Taxes due	54,583
Cash, Cash Equivalents & Short Term Investments	147,406	Derivatives	-
Other Investments	<u>23,375</u>	Payable to Parent, Subs or Affiliates	-
<b>Total Cash &amp; Investments</b>	<b>2,446,629</b>	All Other Liabilities	<u>237,942</u>
		<b>Total Liabilities</b>	<b>2,050,707</b>
Premiums and Considerations Due	276,120		
Reinsurance Recoverable	59,375	<b>Capital and Surplus</b>	
Receivable from Parent, Subsidiary or Affiliates	29,538	Common Capital Stock	9,001
All Other Admitted Assets	<u>62,330</u>	Preferred Capital Stock	-
		Surplus Notes	-
<b>Total Admitted Assets</b>	<b>2,873,992</b>	Unassigned Surplus	91,944
		Other Including Gross Contributed	<u>722,341</u>
		<b>Capital &amp; Surplus</b>	<b>823,286</b>
		<b>Total Liabilities and C&amp;S</b>	<b>2,873,992</b>

State of Minnesota  
County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31<sup>st</sup> day of December, 2020, according to the best of my information, knowledge and belief.

  
 \_\_\_\_\_  
 Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 2<sup>nd</sup> day of March, 2021.

  
 \_\_\_\_\_  
 Notary Public



**STATE OF NEW YORK  
DEPARTMENT OF FINANCIAL SERVICES**

**CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE  
LAW**

It is hereby certified that

Atlantic Specialty Insurance Company  
of New York, New York

a corporation organized under the laws of New York and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$820,615,432. (Capital \$9,000,546), as is shown by its sworn financial statement for the quarter ending, March 31, 2021, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have here-  
unto set my hand and affixed the  
official seal of this Department  
at the City of Albany, this 2nd  
day of June, 2021.

Linda A. Lacewell  
Superintendent

By

A handwritten signature in black ink, appearing to read "Colleen M. Draper", is written over a faint, larger signature that is partially obscured.

Colleen M. Draper  
Special Deputy Superintendent

**State of New York**  
**Insurance Department**

**Whereas it appears that**  
**Atlantic Specialty Insurance Company**

**Home Office Address**                      New York, New York

**Organized under the Laws of**        New York

**has complied with the necessary requirements of or pursuant to law, it is hereby**  
**licensed to do within this State the business of**

accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity, gap, prize indemnification, service contract reimbursement, and legal services insurance, as specified in paragraph(s) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 26(A)(B)(C)(D), 27, 28, and 29 of Section 1113(a) of the New York Insurance Law. and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended) and as authorized by Section 4102(c), reinsurance of every kind or description,



**In Witness Whereof, I have hereunto set**  
**my hand and affixed the official seal of this**  
**Department at the City of Albany, New York, this**  
**15th day of February, 2002**

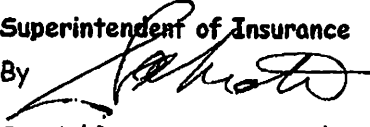
Gregory V. Serio  
**Superintendent of Insurance**  
By   
**Special Deputy Superintendent**

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] AON RISK SERVICES  
Signature Agent

Name of Insurance Carriers: ALLIANZ GLOBAL RISKS US INSURANCE, STARR INDEMNITY LIABILITY

Address of Agency: ONE LIBERTY PLAZA, 165 BROADWAY, NY, NY 10006

Phone Number Where Agent May Be Contacted: (617) 457-7653

Offerer's Name (Print or Type) ANDREW G. WAUGH

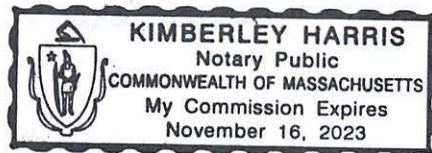
SUBSCRIBED AND SWORN to before me by the above named on this 28<sup>th</sup> day of JULY, 2021.

My commission expires NOV 16 2023

[Signature]

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

Kimberley Harris



**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]* ADN RISK SERVICES  
Signature Agent

Name of Insurance Carriers: ALLIANCE GLOBAL RISKS US INSURANCE, STARR INDEMNITY LIABILITY

Address of Agency: ONE LIBERTY PLAZA, 165 BROADWAY, NY, NY 10006

Phone Number Where Agent May Be Contacted: (617) 457-7653

Offerer's Name (Print or Type) ANDREW G. WAUGH

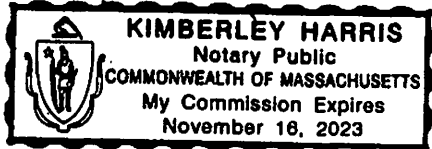
SUBSCRIBED AND SWORN to before me by the above named on this 28<sup>th</sup> day of JULY, 2021.

My commission expires NOV, 16 2023

*[Signature]*

Notary Public in and for State of ~~Massachusetts~~ Massachusetts

Kimberley Harris





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/28/2021

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).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	<b>CONTACT NAME:</b> PHONE (A.C. No. Ext): (866) 283-7122      FAX (A.C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Epic Fuels P.O. Box 12249 Salem OR 97309 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Starr Indemnity & Liability Company		38318
	<b>INSURER B:</b> Allianz Global Corporate & Specialty SE		AA1344102
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570088597394      **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,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			AVLON2001404 Aviation Liability	12/31/2020	12/31/2021	EACH OCCURRENCE	\$10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$200,000
							PERSONAL & ADV INJURY	\$10,000,000
							GENERAL AGGREGATE	\$10,000,000
							PRODUCTS - COMPIOP AGG	\$10,000,000
							Fire Legal	\$1,000,000
B	X AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRE AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AVLON2001404 On-Airport Premises Autom	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident)	\$10,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1000002963 AOS 1000002962 1000002961 FL & MA	12/31/2020 12/31/2020 12/31/2020	12/31/2021 12/31/2021 12/31/2021	X PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 \$2,000,000 \$2,000,000 \$2,000,000

Certificate No : 570088597394

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is included as Additional Insured in accordance with the policy provisions of the Aviation Liability policy. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Aviation Liability policy.  
Insurance evidenced herein is Primary / Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

**CERTIFICATE HOLDER****CANCELLATION**

Albany County Airport Authority  
 Albany International Airport  
 Administration Building,  
 Second Floor, Room 204  
 Albany NY 12211-1057 USA

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

AUTHORIZED REPRESENTATIVE





AGENCY CUSTOMER ID: 570000035015

LOC #:

# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Epic Fuels	
POLICY NUMBER See Certificate Numbe 570088597394			
CARRIER See Certificate Numbe 570088597394	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**Special Provisions**

\*Aviation Coverage:  
 Policy: AVLON1901404  
 Carrier: Allianz Global Corporate & Specialty; various Lloyd Syndicates  
 Term: 12/31/2020-12/31/2021  
 58% of coverage

Policy: 1000189062-03  
 Carrier: Starr Indemnity & Liability Company  
 Term: 12/31/2020-12/31/2021  
 17.5% of coverage.

Policy: PL001853168-18  
 Carrier: National Union Fire Insurance Company of Pittsburgh, PA  
 Term: 12/31/2020-12/31/2021  
 19.5% of coverage

Policy: 100011507  
 Carrier: QBE Insurance Corporation  
 Term: 12/31/2020-12/31/2021  
 5% of coverage

\*As respects to these policies, Aon Risk Solutions (U.S.) is generating and distributing this certificate in an administrative capacity. Aon UK Limited is the broker for the defined policies.





AGENCY CUSTOMER ID: 570000035015

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Epic Fuels	
POLICY NUMBER See Certificate Numbe 570088597394		EFFECTIVE DATE:	
CARRIER See Certificate Numbe 570088597394	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Special Provisions Continued

**SPECIAL PROVISIONS:**

Solely as respects: (i) the Insurance coverages noted above (ii) the Contract(s) and only to the extent of the insurance requirements of the Contract(s) provided all policy terms, conditions, limitations, deductibles, warranties, and exclusions remain paramount, (iii) the Equipment (if applicable) and (iv) the operations of the Named Insured, subject to all policy terms, conditions, limitations, deductibles, warranties, and exclusions, the following provisions apply:

Geographical Limits are Worldwide.

Comprehensive General Aviation Liability including inter alia, On-Airport Premises Automotive Liability, Premises, Products and Completed Operations Liabilities, Hangarkeepers Liability, Aircraft Liability, Contractual Liability, Cargo Liability, Baggage Liability, Advertisers Liability and Fire Legal Liability.

**SEVERAL LIABILITY NOTICE:** The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and is limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscriptions of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. LSW 1001 (Insurance)

Each of the above Insurers, individually for its policy only, has authorized the undersigned to issue this certificate on its behalf as a matter of convenience. The undersigned is not an insurer and has no liability of any sort under the above policies nor as a result of this certification.



AGENCY CUSTOMER ID: 570000035015

LOC #:

# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Epic Fuels	
POLICY NUMBER See Certificate Numbe 570088597394		EFFECTIVE DATE:	
CARRIER See Certificate Numbe 570088597394	NAIC CODE		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insured Includes:

Advanced Aviation, LLC dba Signature Flight Support  
Bradley Pacific Aviation, Inc dba Signature Flight Support  
Encore Asheville FBO, LLC dba Signature Flight Support  
Encore FBO Acquisition, LLC dba Signature Flight Support  
Encore FBO SAS dba Signature Flight Support  
Encore FBO, LLC dba Signature Flight Support  
Encore FBO, LLC dba Signature Technicair  
Encore MAP SAS dba Signature Flight Support  
ERA FBO, LLC dba Signature Flight Support  
Fresno FBO, LLC dba Signature Flight Support  
First Aviation Services, LLC dba Signature Flight Support  
First Aviation Services, Inc. dba Signature Technicair  
Galvin Flying Services, Inc. and Galvin Aviation LLC dba Signature Flight Support  
Landmark Aviation GSO-SAN, LLC dba Signature Flight Support  
Landmark Aviation GSO-SAN, LLC dba Signature Technicair  
Landmark Aviation Miami, LLC dba Signature Flight Support  
Landmark FBO, LLC dba Signature Technicair  
Laredo Aero Center, Inc dba Signature Flight Support  
Miami Executive Aviation, LLC dba Signature Flight Support  
Midlantic Jet Aviation, LLC dba Signature Flight Support  
Piedmont Hawthorne Aviation, LLC dba Signature Flight Support  
Piedmont Hawthorne Aviation, LLC dba Signature Technicair  
Ross Baton Rouge, LLC dba Signature Flight Support  
Ross Chester County, LLC dba Signature Flight Support  
Ross Denver Air, LLC dba Signature Flight Support  
Ross Midland, LLC dba Signature Flight Support  
Ross Pilot Drive, LLC dba Signature Flight Support  
Ross Spokane LLC dba Signature Flight Support  
Ross Tradition, LLC dba Signature Flight Support  
Ross Trenton, LLC dba Signature Flight Support  
RSS Jet Center Ltd dba Signature Flight Support  
Southwest Airport Services, Inc dba Signature Flight Support  
Williston Air Center JV, LLC dba Signature Flight Support



# ADDITIONAL REMARKS SCHEDULE

<small>AGENCY</small> Aon Risk Services Northeast, Inc.		<small>NAMED INSURED</small> Epic Fuels	
<small>POLICY NUMBER</small> See Certificate Numbe 570088597394			
<small>CARRIER</small> See Certificate Numbe 570088597394	<small>NAIC CODE</small>	<small>EFFECTIVE DATE:</small>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Special Provisions Continued:**

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein, unless otherwise noted above. Notwithstanding any requirement, term or condition of any contract or other document with respects to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies subscribed herein is subject to all terms, exclusions and conditions of such policies.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/28/2021

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).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Epic Fuels P.O. Box 12249 Salem OR 97309 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Starr Indemnity & Liability Company		38318
	<b>INSURER B:</b> Allianz Global Corporate & Specialty SE		AA1344102
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:** 570088597394      **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested	
							LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			AVLON2001404 Aviation Liability	12/31/2020	12/31/2021	EACH OCCURRENCE	\$10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$200,000
							PERSONAL & ADV INJURY	\$10,000,000
							GENERAL AGGREGATE	\$10,000,000
							PRODUCTS - COM/PROP AGG	\$10,000,000
							Fire Legal	\$1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AVLON2001404 On-Airport Premises Autom	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident)	\$10,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			1000002963 AOS	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
A				1000002962	12/31/2020	12/31/2021	E.L. EACH ACCIDENT	\$2,000,000
A				1000002961 FL & MA	12/31/2020	12/31/2021	E.L. DISEASE-EA EMPLOYEE	\$2,000,000
							E.L. DISEASE-POLICY LIMIT	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder is included as Additional Insured in accordance with the policy provisions of the Aviation Liability policy. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Aviation Liability policy.  
 Insurance evidenced herein is Primary / Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

<b>CERTIFICATE HOLDER</b>  Albany County Airport Authority Albany International Airport Administration Building, Second Floor, Room 204 Albany NY 12211-1057 USA	<b>CANCELLATION</b>  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>Aon Risk Services Northeast, Inc.</i>
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Holder Identifier :

Certificate No : 570088597394



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Epic Fuels	
POLICY NUMBER See Certificate Numbe 570088597394			
CARRIER See Certificate Numbe 570088597394	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL. INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
A		N/A		1000002960 WI	12/31/2020	12/31/2021	



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Epic Fuels	
POLICY NUMBER See Certificate Numbe 570088597394			
CARRIER See Certificate Numbe 570088597394	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Special Provisions**

\*Aviation Coverage:  
 Policy: AVLON1901404  
 Carrier: Allianz Global Corporate & Specialty; various Lloyd Syndicates  
 Term: 12/31/2020-12/31/2021  
 58% of coverage

Policy: 1000189062-03  
 Carrier: Starr Indemnity & Liability Company  
 Term: 12/31/2020-12/31/2021  
 17.5% of coverage.

Policy: PL001853168-18  
 Carrier: National Union Fire Insurance Company of Pittsburgh, PA  
 Term: 12/31/2020-12/31/2021  
 19.5% of coverage

Policy: 100011507  
 Carrier: QBE Insurance Corporation  
 Term: 12/31/2020-12/31/2021  
 5% of coverage

\*As respects to these policies, Aon Risk Solutions (U.S.) is generating and distributing this certificate in an administrative capacity. Aon UK Limited is the broker for the defined policies.



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Epic Fuels	
POLICY NUMBER See Certificate Numbe 570088597394			
CARRIER See Certificate Numbe 570088597394	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Special Provisions Continued**

**SPECIAL PROVISIONS:**

Solely as respects: (i) the Insurance coverages noted above (ii) the Contract(s) and only to the extent of the insurance requirements of the Contract(s) provided all policy terms, conditions, limitations, deductibles, warranties, and exclusions remain paramount, (iii) the Equipment (if applicable) and (iv) the operations of the Named Insured, subject to all policy terms, conditions, limitations, deductibles, warranties, and exclusions, the following provisions apply:

Geographical Limits are Worldwide.

Comprehensive General Aviation Liability including inter alia, On-Airport Premises Automotive Liability, Premises, Products and Completed Operations Liabilities, Hangarkeepers Liability, Aircraft Liability, Contractual Liability, Cargo Liability, Baggage Liability, Advertisers Liability and Fire Legal Liability.

SEVERAL LIABILITY NOTICE: The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and is limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscriptions of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. LSW 1001 (Insurance)

Each of the above Insurers, individually for its policy only, has authorized the undersigned to issue this certificate on its behalf as a matter of convenience. The undersigned is not an insurer and has no liability of any sort under the above policies nor as a result of this certification.



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Epic Fuels	
POLICY NUMBER See Certificate Numbe 570088597394			
CARRIER See Certificate Numbe 570088597394	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Named Insured Includes:**

- Advanced Aviation, LLC dba Signature Flight Support
- Bradley Pacific Aviation, Inc dba Signature Flight Support
- Encore Asheville FBO, LLC dba Signature Flight Support
- Encore FBO Acquisition, LLC dba Signature Flight Support
- Encore FBO SAS dba Signature Flight Support
- Encore FBO, LLC dba Signature Flight Support
- Encore FBO, LLC dba Signature Technicair
- Encore MAP SAS dba Signature Flight Support
- ERA FBO, LLC dba Signature Flight Support
- Fresno FBO, LLC dba Signature Flight Support
- First Aviation Services, LLC dba Signature Flight Support
- First Aviation Services, Inc. dba Signature Technicair
- Galvin Flying Services, Inc. and Galvin Aviation LLC dba Signature Flight Support
- Landmark Aviation GSO-SAN, LLC dba Signature Flight Support
- Landmark Aviation GSO-SAN, LLC dba Signature Technicair
- Landmark Aviation Miami, LLC dba Signature Flight Support
- Landmark FBO, LLC dba Signature Technicair
- Laredo Aero Center, Inc dba Signature Flight Support
- Miami Executive Aviation, LLC dba Signature Flight Support
- Midlantic Jet Aviation, LLC dba Signature Flight Support
- Piedmont Hawthorne Aviation, LLC dba Signature Flight Support
- Piedmont Hawthorne Aviation, LLC dba Signature Technicair
- Ross Baton Rouge, LLC dba Signature Flight Support
- Ross Chester County, LLC dba Signature Flight Support
- Ross Denver Air, LLC dba Signature Flight Support
- Ross Midland, LLC dba Signature Flight Support
- Ross Pilot Drive, LLC dba Signature Flight Support
- Ross Spokane LLC dba Signature Flight Support
- Ross Tradition, LLC dba Signature Flight Support
- Ross Trenton, LLC dba Signature Flight Support
- RSS Jet Center Ltd dba Signature Flight Support
- Southwest Airport Services, Inc dba Signature Flight Support
- williston Air Center JV, LLC dba Signature Flight Support





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Epic Fuels	
POLICY NUMBER See Certificate Numbe 570088597394			
CARRIER See Certificate Numbe 570088597394	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Special Provisions Continued:

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein, unless otherwise noted above. Notwithstanding any requirement, term or condition of any contract or other document with respects to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies subscribed herein is subject to all terms, exclusions and conditions of such policies.

N/A not a corporation

**Exhibit D: Proposal G**

**CORPORATION STATEMENT**

IF A CORPORATION, answer the following:

1. When incorporated?

N/A, EPIC Aviation LLC is not a corporation. We have been in business since 1939

2. Where incorporated?

\_\_\_\_\_

3. Is the corporation authorized to do business in New York?

\_\_\_\_\_ 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: \_\_\_\_\_ 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	%
_____			
_____			

\_\_\_\_\_

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**Director's Name**

**Address**

**Principal Business  
Affiliation Other  
Than Proposer's  
Directorship**

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**Exhibit D: Proposal G-2**

**PARTNERSHIP STATEMENT**

IF A PARTNERSHIP, answer the following:

- 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 Of Share	General Limited Partner
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- 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 (X) No ( )
2. If Yes, identify the agreement(s), its purpose, and its term.
  - 1.) Card Processing Agreement / EPIC Card Services, for processing card transactions through M4000 at self serve. Term began on Feb 14, 2020, and auto renews on an annual basis each January 1.
  - 2.) Fuel Purchase Contract for the purchase of Aviation fuel. September 1, 2015, term of 1~~4~~ year

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

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

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## REFERENCES

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

1. **Company Name:** North Coast Air - Erie International Airport (ERI)

**Address:** 4645 W 12th Street, Erie, PA 16505  
**Street/P.O. Box                      City                      State                      Zip Code**

**Contact Person:** Joe Ceresa **Title:** General Manager

**Phone:** 814-836-9220 **Fax:** 814-835-4089
  
2. **Company Name:** San Bernardino International Airport - Luxivair (SBD)

**Address:** 1601 East 3rd Street, San Bernardino, CA 92408  
**Street/P.O. Box                      City                      State                      Zip Code**

**Contact Person:** Wendy Bechtel **Title:** FBO Manager

**Phone:** 909-638-5106 **Fax:** 909-382-7309
  
3. **Company Name:** Orange County Airport (MGJ)

**Address:** 500 Dunn Road, Montgomery, NY 12549  
**Street/P.O. Box                      City                      State                      Zip Code**

**Contact Person:** Ed Magryta **Title:** Airport Manager

**Phone:** 845-457-4925 **Fax:** 914-457-4928



**AGENDA ITEM NO. 10.10**

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

AGENDA ITEM NO: 10.10  
MEETING DATE: September 13, 2021

ALBANY COUNTY AIRPORT AUTHORITY  
REQUEST FOR AUTHORIZATION

ACAA Approved  
09/13/2021

**DEPARTMENT:**        *Legal Department*

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

**PURPOSE OF REQUEST:**

*Lease Amendment: License Agreement – License 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 \$6,000 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. 11**

**Authorization of Change Orders**

**AGENDA ITEM NO. 12**

**Authorization of Federal and State Grants**

**AGENDA ITEM NO. 13**

**Emergency Procurement Approvals by CEO –  
Informational Only**

## **Old Business**

## **New Business**



## **Executive Session**

## **Attorney-Client Privilege Matters**