

***MAPCO AUTO PARKS, AS AGENT FOR  
MONROE COUNTY AIRPORT AUTHORITY***



**Request for Quotation for Window Cleaning Service  
at the Airport Ramp Garage**

**Release Date: May 10, 2019**  
**Mandatory Pre-Bid Meeting: May 16, 2019**  
**Question Deadline: May 22**  
**Question Response: May 23**  
**Response Deadline May 30**

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**MAPCO Auto Parks**  
**Agent for Monroe County Airport Authority**  
**488 White Spruce Blvd.**  
**Rochester, New York 14623**

# Contents

SECTION 1 – INVITATION TO PARTICIPATE .....	3
1.1 Purpose and Objective .....	3
1.2 RFQ Coordinator; Issuing Office .....	3
1.3 Written Questions/Requests for Clarification .....	3
1.4 Conformance to Laws .....	3
1.5 Non-Discrimination Policy .....	3
1.6 Incurring Costs .....	4
1.7 MAPCO’s Rights and Intentions .....	4
1.8 Timeline .....	4
1.9 Background: The Greater Rochester International Airport .....	4
1.10 Background: MAPCO Auto Parks .....	5
SECTION 2 – SCOPE OF WORK .....	6
2.1 Vendor’s Obligations: The Selected Vendor to Provide .....	6
2.2 MAPCO Obligations: MAPCO to Provide the Following .....	6
2.3 Specified Quantity: .....	6
2.4 Deviations from Scope of Work: .....	6
SECTION 3 – SPECIFIC QUOTATION REQUIREMENTS .....	7
3.1 Submission of Quotation .....	7
3.2 Response Date. ....	7
3.3 Clarification of RFQ and Questions .....	8
3.4 Addenda to the RFQ .....	8
3.5 Submission Requirements – List of Required Attachments and Forms .....	8
3.6 Quotation Format and Content .....	8
3.7 Evaluation and Vendor Responsibility .....	10
3.8 Investigations .....	11
SECTION 4 - GENERAL INFORMATION FOR THE VENDOR .....	12
4.1 Term .....	12
4.2 Method of Verification of Services .....	12
4.3 Finalizing the Agreement .....	12
4.4 Acceptance of Quotation Content .....	12
SECTION 5 – SAMPLE AGREEMENT .....	13
SECTION 6 – REQUIRED FORMS .....	27
EXHIBIT A .....	40
EXHIBIT B .....	41

## **SECTION 1 – INVITATION TO PARTICIPATE**

### **1.1 Purpose and Objective**

MAPCO Auto Parks LTD (“MAPCO”), acting as Agent for the Monroe County Airport Authority is seeking Bids for Window Cleaning service at the Airport Ramp Garage at the Greater Rochester International Airport (“ROC”), 1200 Brooks Avenue, Rochester, New York 14624. The purpose of this Request for Quotation (RFQ) is to provide MAPCO with a qualified firm who has the capability to perform the tasks described in the Scope of Work.

In responding to this RFQ, Vendors must follow the prescribed format as outlined in Section 3. By doing so, each Respondent will be providing MAPCO with data comparable to that which was submitted by other Respondents and will therefore be assured of fair and objective treatment in the review and evaluation process.

### **1.2 RFQ Coordinator; Issuing Office**

This Request for Quotation (“RFQ”) is issued for MAPCO. Pursuant to Restrictions on Communications described in the paragraph above, the RFQ Coordinator, identified below, is the sole point of contact regarding this RFQ from the date of issuance until the selection of the successful Applicant.

Jillian Gauer- Purchasing Coordinator  
488 White Spruce Boulevard  
Rochester, NY 14623-1680  
Phone: 585-292-4900, Ext. 7028  
Email: Purchasing@mapcoparking.com

All respondents who have received a copy of this RFQ will receive addendums, if issued.

### **1.3 Written Questions/Requests for Clarification**

To maintain a fair and impartial competitive process, the RFQ Coordinator will respond only to written questions (including electronic mail) submitted within the specified timeframe (refer to “Timeline” below). This is the only opportunity for applicants to ask questions as to form and content and also to request additional information with regard to the quotation.

### **1.4 Conformance to Laws**

A successful Vendor shall agree to conform and be subject to all of the terms and conditions of applicable Federal, State and local laws and regulations, including but not limited to those of the Department of Transportation of which the Federal Aviation Administration (FAA) is a part, New York State, Monroe County and the Monroe County Airport Authority and MAPCO.

### **1.5 Non-Discrimination Policy**

It is the policy of MAPCO to assure that no person shall, on the basis of age, marital status, handicap or disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex, military service or national origin be excluded from participating in any activity conducted with or benefiting from funds received from the operation of the Airport. To the extent that a selected VENDOR participates in the activity of MAPCO at the Airport, the selected VENDOR shall be required to assure MAPCO that it will not discriminate in the performance of its activity at the Airport on the grounds of age, marital status, handicap or disability, genetic disposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and

that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290 – 301 of the Executive Law of the State of New York.

### **1.6 Incurring Costs**

MAPCO is not liable for any costs incurred by applicants in the preparation of their quotation or by a selected VENDOR prior to execution of an Agreement.

### **1.7 MAPCO's Rights and Intentions**

MAPCO shall have the right at any time to withdraw this RFQ, to issue amendments or addenda thereto, to issue a new RFQ, to extend or otherwise change any deadlines or time periods, to reject all or any quotations received, to interview all, any or none of the firms or individuals so responding, to invite any firm or individual specifically to respond to this RFQ, or to award one or more or no agreements for the provision of all or any portion of the services described herein on such terms and/or conditions as MAPCO may deem necessary or desirable. MAPCO's actions and decisions in this regard shall be within the sole and complete discretion and judgment of MAPCO, exercisable by MAPCO solely as it sees fit. MAPCO shall have no responsibility or liability to any individual or entity whatsoever for any claimed cost, expense, loss, judgment, damage or liability of any kind, direct or indirect, with respect to or arising out of the issuance of this RFQ, any responses thereto, any errors, omissions, or misstatements of fact contained herein or any other documents or information provided by MAPCO or any actions, inactions, decisions or omissions by MAPCO with respect thereto.

### **1.8 Timeline**

The schedule of events for this RFQ is anticipated to proceed as follows:

- This RFQ will be issued on May 10, 2019. There is a mandatory pre-quote meeting. Respondents are required to attend the pre-quote meeting prior to submitting a proposal.
- Mandatory pre-quote meeting will be held May 16, 2019, 10:00AM. Please meet at **Main Stair Tower**. This To gain a better understanding of the services which will needed to be provided as described in the "Scope of Work" section of this RFQ.
- All requests for RFQ clarification must be submitted in writing to the RFQ Coordinator at the address provided in Section 1.2 and received no later than 3:00 PM EDT on May 22, 2019.
- All questions will be answered and documented in writing as an Addenda to the RFQ. These are anticipated to be sent out to all Respondents who submit the Registration Form to Receive Addenda no later than May 23, 2019.
- **Final RFQ submissions must be received by 1:00 PM EDT on May 30, 2019** at the address shown in Section 3.1 (A). The right to withdraw will expire on this date and time. Refer to Section 3, in its entirety, for specific quotation requirements. **There will be no public opening of the quotations.**

### **1.9 Background: The Greater Rochester International Airport**

In 2018, enplanements at the Greater Rochester International Airport (ROC) were 1,287,721 and deplanements were 1,282,521. ROC Airport served a total of 2,570,242 passengers in

2018.

Many passengers are business travelers. Major businesses located in Rochester include University of Rochester/Strong Health, Eastman Kodak, Xerox Corp., Wegmans Food Markets, Inc., Bausch & Lomb, Via Health and Paychex, Inc. Rochester is a nationally recognized center of higher education and research which includes the University of Rochester and Rochester Institute of Technology.

Six airlines currently lease ticket counters and gates in the Terminal under a residual Signatory Agreement: Southwest Airlines, JetBlue Airways Corporation, Delta Air Lines, Inc., United, and American. Other airlines serving ROC as affiliate carriers for the above tenants include Allegiant, Air Wisconsin, Air Georgian Limited, CommutAir, Compass, Envoy Air, Endeavor Air, Express Jet Airlines, Kalitta Air, Mesa Airlines, Piedmont Airlines, Inc., PSA Airlines, Republic Airlines, Inc., Shuttle America, Skywest, Trans States Airlines, LLC.

The size of the terminal is approximately 375,000 square feet. The main structure is two stories high with two similar one-story concourses providing a total of 21 gates. ROC functions primarily as an Origination and Destination (O&D) Airport with major activities (except Sunday) in the early morning departure period when 17 or more flights may leave between 5:00 am and 8:00 am. In the evening hours past 10:00 pm there are typically 14 arrivals, but delays are possible pushing arrivals to the early morning hours of 2:00 am or 3:00 am. The Airport's infrastructure has the capability to handle all types of aircraft including Boeing 757 and 767s, MD-10s and Airbus 300s.

#### **1.10 Background: MAPCO Auto Parks**

MAPCO Auto Parks, Ltd. (MAPCO) is one of New York's leading full-service parking organizations. The Company currently operates and manages multiple parking facilities in the Greater Rochester area; including parking at the Greater Rochester International Airport ("ROC"), which has both surface and structured parking, an underground ramp garage ("Civic Center Garage"). We take pride in operating all our parking facilities in a first-class manner, always having customer service as our number one priority.

## **SECTION 2 – SCOPE OF WORK**

The selected Vendor will be required to wash and clean the ROC Airport Ramp Garage windows as specified on a bi-monthly basis, at times to be coordinated with MAPCO. Cleaning is to be scheduled with the Maintenance Chief, Gaetano Martini and is to be done the first week of the month. **The selected Vendor will be responsible to provide all materials necessary for the cleaning of the windows in the ramp garage**, except those specifically outlined below as MAPCO's responsibilities.

The selected Vendor will be provided with a blanket PO for one (1) year with the option to renew for two (2) successive terms of one (1) year, to be exercised at the sole discretion of MAPCO.

After cleaning is complete, MAPCO's Maintenance Chief, Gaetano Martini must be called to inspect to ensure "quality" of services performed and sign the contractor packing slip for proof of services rendered. **Prevailing wages are to be paid, MAPCO requires a certified payroll to be submitted with each invoice.**

### **2.1 Vendor's Obligations: The Selected Vendor to Provide**

1. All materials necessary for the cleaning/washing ramp garage windows, as prescribed below, but not limited to;
  - Glass/Window Cleaner
  - Sponges/squeegee/rags/paper-towels as deemed necessary for proper cleaning of the windows, ledges, and doors
  - NYS Approved Boom Lift (At least 40 Foot)
    - Must have spotter and safety harnesses
2. Clean windows inside and out, including transoms, doors, atriums and window ledges. The following windows are to be cleaned:
  - Main and West lobby areas
  - 2 Main stairway towers (1 West, 1 Main)
  - 2 West stairwells
  - 1 East Dome tower stairwell
  - 1 Main Dome tower stairwell
  - 1 Walkway Bridge

### **2.2 MAPCO Obligations: MAPCO to Provide the Following**

1. Water

### **2.3 Specified Quantity:**

During each wash day, MAPCO will need to be notified when vendor arrives on site. In addition, extra wash days may be required during periods of special events or high volumes of airport traffic. Per the "Form of Quotation", Vendor will agree to provide services for the first **6 guaranteed** washes at one rate and will be requested from time to time for additional washes at the second rate. Optional washing to be determined by MAPCO as needed. Prices will be held firm for the three year of the contract.

Wash days will take place **bi-monthly during the first week of the month**. When the contract is awarded schedules will be discussed.

### **2.4 Deviations from Scope of Work:**

Please list all your deviations for the scope of work in your proposal.

## **SECTION 3 – SPECIFIC QUOTATION REQUIREMENTS**

### **3.1 Submission of Quotation**

#### **A. Acceptance Period and Location.**

To be considered, Vendors must submit a complete response to this RFQ. Please refer to **Section 3.6** for detailed submission requirements. Vendors not responding to all information requested in this RFQ or indicating exceptions to those items not responded to may have their quotations rejected as being non-responsive.

Sealed proposal must be received at the address below on or before 1:00PM Eastern Daylight Time, on Friday, May 30, 2019

**One (1) original, with one (1) copies and one (1) electronic copy in PDF version of the complete response to this RFQ** must be received in the MAPCO Corporate Office **no later than 1:00 p.m. Eastern Daylight Time**, on May 30, 2019 addressed to:

Jillian Gauer, Purchasing Coordinator  
MAPCO Auto Parks, Agent for MCAA  
488 White Spruce Boulevard  
Rochester, NY 14623

Faxes and emails of any material other than as required above will not be accepted. The Vendors will make no other distributions of their package. An official authorized to bind the submitting entity must sign the required forms. Packages should be sealed and must be identified on the outside of the package by the words **“Statement of Quotation for Window Cleaning Service at the Airport Ramp Garage”**. Any Statement of Quotation received after the deadline date and time shall be eliminated from consideration, marked “too late” and returned to sender unopened. Any changes to and the right to withdraw a Quotation will also expire at this date and time.

#### **B. Withdrawal Notification.**

Vendors receiving this RFQ who do not wish to submit a quotation should reply with the “No Response Form” (located under required forms) to be received by the indicated contact on the form no later than the quotation submission date. This RFQ is the property MAPCO Auto Parks, Agent for the Monroe County Airport Authority and may not be reproduced or distributed for purposes other than quotation submission without the written consent of MAPCO.

#### **C. Economy of Preparation.**

Quotations should be prepared as simply as possible and provide a straightforward, concise description of the Vendor's capabilities to satisfy the requirements of the RFQ. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.** All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Vendor complies" or "Vendor understands" should be avoided.

### **3.2 Response Date.**

To be considered, sealed quotations must arrive to the location on or before the time and date specified in Section 3.1(A). Requests for extension of the submission date will

not be granted. Vendors mailing quotations should allow ample delivery time to assure timely receipt of their quotation

### **3.3 Clarification of RFQ and Questions**

Questions that arise prior to or during quotation preparation must be submitted in writing or via email pursuant to instructions in Section 1.3 of this Request for Quotation. Questions and answers will be provided to all Vendors who have received RFQs and returned the Registration Form to Receive Addenda. No contact will be allowed between the Vendor and any other member of MAPCO with regard to this RFQ during the RFQ process unless specifically authorized in writing by the RFQ Coordinator. Prohibited contact may be grounds for Vendor disqualification.

### **3.4 Addenda to the RFQ**

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all that received the original RFQ. It is the responsibility of each Vendor to be properly registered with MAPCO Auto Parks by immediately returning the enclosed (see Appendix B) **Registration Form to Receive Addenda**. An acknowledgment of such addenda, if any, must be submitted with the RFQ response.

### **3.5 Submission Requirements – List of Required Attachments and Forms**

One (1) original, with one (1) copies of the quotations shall be submitted in the form and manner set forth in section 3.6. Appendix B includes all required forms for the proposal response. In order to evaluate each set of submissions equally the forms and documents shall be included in the same order as the items listed in section 3.6 and be divided into tabbed sections. Failure to provide this required information will result in disqualification. Information provided to MAPCO that the applicant wishes to have treated as proprietary and/or confidential trade information should be identified and labeled “Confidential” or “Proprietary” on each page and should include a written request to except it from disclosure.

### **3.6 Quotation Format and Content**

All respondents are required to follow the format specified below. The contents of the submittal must be clear, concise, and complete. Each section of the submittal shall be tabbed according to the numbering system shown below to aid in expedient information retrieval (NOTE: Respondents shall base their submittals on the "Scope of Work.")

1. The letter "Form of Quotation" on Vendors business letterhead and signed by principals.
2. Brief description of the firm's experience in Window Cleaning service at an Airport Garage or similar sized locations.
3. Three financial references, at least one to include a financial institution. Each reference should include, company's name, point of contact, address and phone number.
4. Required Quotation forms, signatures and attachments, as follows;
  - An executed Offeror Disclosure of Prior Non-Responsibility Determinations in the form attached hereto.
  - An executed Affirmation of Understanding and Agreement of Permissible Agreements in the form attached hereto.
  - An executed Certification Regarding Debarment, Suspension and Responsibility in the form attached hereto.

- An executed Non-Collusion Certificate in the form attached hereto.
- An executed Statement of Quotation Acknowledgement in the form attached hereto.
- Required Insurance Form

## **Insurance Requirements**

The Vendor shall procure and maintain at their own expense until final completion of the work covered by the Contract, liability insurance for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Vendor or by their subcontractors.

The successful Vendor shall furnish to MAPCO and the Authority a certificate or certificates of insurance in a form satisfactory to the County Attorney showing that he has complied with all insurance requirements set forth in the contract for services, that certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to MAPCO and the Authority. Except for Workers' Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

- A. **WORKERS' COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Vendor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by them or by their subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Workers' Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto.
  
- B. **LIABILITY AND PROPERTY DAMAGE INSURANCE** issued to the Vendor naming MAPCO Auto Parks, Agent and Monroe County Airport Authority and Monroe County as an additional insured and covering liability with respect to all work performed by him under the Contract. The policy must be endorsed by the insurance carrier to authorize the additional insured designation. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence and \$3,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included:
  - Comprehensive Form
  - Premises-Operations
  - Products/Completed Operations
  - Contractual Insurance covering the Hold Harmless Provision
  - Broad Form Property Damage
  - Independent Respondents
  - Personal Injury
  
- C. **CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE** issued to the Vendor and covering the liability for damages imposed by law upon the said Vendor for the acts or

neglect of each of his subcontractors with respect to all work performed by said subcontractors under the Contract.

D. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of the Vendor with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate coverage.

E. MOTOR VEHICLE INSURANCE issued to the Vendor naming MAPCO Auto Parks, Ltd, Monroe County Airport Authority and Monroe County as an additional insured and covering liability and property damage on the Vendors' vehicles in the amount of \$1,000,000 per occurrence. The policy must be endorsed by the insurance carrier to authorize the additional insured designation.

If any required insurance coverage contains aggregate limits or applies to other operations of the Vendor, outside of those required by this Agreement, the Vendor shall provide MAPCO with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection of such insurance affords MAPCO. The Vendor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

Such policy or policies shall identify MAPCO, Monroe County and the Monroe County Airport Authority as additional insureds. Whenever more than \$1,000,000 liability insurance is required by this Agreement, the excess may be covered by an umbrella policy. The Vendor may elect to self-insure for all or part of the required coverage upon providing evidence of a self-insurance program satisfactory to the County Attorney

### **3.7 Evaluation and Vendor Responsibility**

**A. Method of Evaluation** the Selection Committee, composed of representatives from the Monroe County Department of Aviation and MAPCO will evaluate and consider quotations offered by qualified Vendors according to criteria MAPCO deems pertinent to these services, which may include, but may not be limited to, the following:

Quotations received by MAPCO will be evaluated according to the criteria listed below.

The clarity and organization of the response.

Vendor's prior experience washing/detailing buses of motor vehicles similar in size.

Financial references and standing.

Proposed Fee Schedule (Appendix B, "Form of Quotation")

Other pertinent criteria

In the event the Selection Committee desires further information or clarification regarding any quotation, the Selection Committee may request such information from a Vendor or, at its option, elect to interview one (1) or more of the Vendors. Interviews will be based upon the Request for Quotation and information provided in the Vendor's quotation as well as other information requested by the Selection Committee. The Selection Committee will only conduct interviews as it deems necessary.

The Selection Committee reserves the right to reject any or all quotations and takes no responsibility for the cost of preparation. Submitted Quotations are the property of MAPCO and will not be returned.

## **B. Vendor Responsibility**

**Minimum Requirements:** The execution and submission of all **Required Forms** attached hereto. Within 3 business days after the due date, the Selection Committee will review submitted Quotations to ensure minimum requirements and completeness. Any Quotation failing to meet the minimum requirements for consideration, at the sole discretion of MAPCO, may be rejected and withdrawn from further consideration.

Vendors are expected to familiarize themselves with the location of the premises. Any person, firm, entity, joint venture, or corporation desiring to submit a quotation for the Window Cleaning Service at the Airport Ramp Garage shall examine the terms of these instructions, the Sample Agreement and other materials and shall judge for themselves all the circumstances and conditions affecting their quotation. **Failure on the part of any Vendor to make such thorough examination or to investigate thoroughly the conditions of the quotation shall not be grounds for a declaration that the Vendor did not understand the quotation package.**

### **3.8 Investigations**

MAPCO reserves the right to conduct any investigations necessary to verify information submitted by the Vendor and/or to determine the Vendor's capability to fulfill the terms and conditions of the RFQ documents and the anticipated agreement document. MAPCO reserves the right to visit a prospective Vendor's place of business to verify the existence of the company and the management capabilities required to administer this agreement. MAPCO will not consider Vendors that are in bankruptcy or in the hands of a receiver at the time of tendering a quotation or at the time of entering into an agreement.



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## PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT which shall be deemed to be dated as of the date the last party executed this agreement, by and between **MAPCO Auto Parks, LTD, acting as Agent for the MONROE COUNTY AIRPORT AUTHORITY**, a company existing under the laws of the State of New York with offices at 488 White Spruce Blvd, Rochester, NY, 14623, hereinafter referred to as "MAPCO", and \_\_\_\_\_, with offices \_\_\_\_\_, hereinafter referred to as the "Contractor".

### WITNESSETH:

**WHEREAS**, MAPCO is desirous of obtaining the services of the Contractor to perform the scope of work set forth in Section II hereof; and

**WHEREAS**, the Contractor is willing, able, and qualified to perform such services,

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth the parties hereto mutually agree as follows:

#### I. REQUIRED STANDARD CLAUSES FOR COUNTY CONTRACTS

Appendix "A" contains the standard clauses for all Monroe County contracts and is attached hereto and is hereby made a part of this Agreement as set forth fully herein. Wherever the attached standard language clauses reference Monroe County or County of Monroe, included herein is the Monroe County Airport Authority. The attached standard clause concerning insurance (Section 2), shall also include MAPCO and the Monroe County Airport Authority as additional insured along with Monroe County.

#### II. SCOPE OF SERVICES

The Contractor shall provide window cleaning services for MAPCO at the Greater Rochester International Airport, 1200 Brooks Avenue, Rochester, New York 14624 as provided in Appendix B – Scope of Work attached herein and made a part of this contract.

#### III. TERM OF CONTRACT

The initial term of this Agreement shall be for a one (1) year period from \_\_\_\_\_, 2019 to \_\_\_\_\_, 2020. MAPCO reserves the right to renew for two (2) additional one-year terms beginning \_\_\_\_\_, 2020. This will be determined at the sole discretion of MAPCO, upon thirty days' notice.

This Agreement shall remain in effect for the term specified above, unless it is terminated by either party hereto, upon thirty (30) days prior written notice sent by registered or certified mail to the other party. This notice shall be sent to the respective party at the addresses first above set forth or at such other address as specified in writing by either party. Upon termination of this Agreement, the Contractor shall have no further responsibility to the MAPCO or to any other person with respect to those services specified in this Agreement. Upon termination of this Agreement, MAPCO shall be obligated to pay the Contractor for services only performed through the date of termination. Following such payment, MAPCO shall have no further obligations to the Contractor under this Contract.

III. PAYMENT FOR SERVICES

MAPCO agrees to pay the Contractor, and the Contractor agrees to be paid, a sum in full satisfaction of all expenses and compensation due. Fee schedule attached in Exhibit A.

The window cleaning budget of all expenses and compensation due the Contractor is not to exceed \_\_\_\_\_ for the initial term as defined under "Term of Contract".

The Contractor will submit to MAPCO a detailed invoice for services rendered. Detailed billing should include:

- PO#, Invoice Number
- Specified services rendered (ie. Window Cleaning)
- Cost for cleaning
- Certified Payroll for Prevailing wage

Failure to abide by these requirements could result in delay of payment to the Contractor or could result in non-payment.

MAPCO's payment terms are net 30 from the date the invoice is received.

Each submitted invoice will be approved by MAPCO, or a duly designated representative.

MAPCO may audit records relating to expenses for services provided by the Contractor pursuant to this Agreement at any time during this Agreement and through and including twelve (12) months following this Agreement.

The Contractor shall prepare and make available such statistical and financial service and other records requested by MAPCO. These records shall be subject at all reasonable times to inspection, review or audit by MAPCO, the Authority, the State of New York and other personnel duly authorized by MAPCO. These records shall be maintained for the period set forth in the State regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the last day and year written below.

**MAPCO Auto Park, Ltd.,**

By \_\_\_\_\_  
Richard Goldstein, President

**Company Name**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Contractor's Federal ID Number or  
Social Security Number

State of New York )  
County of Monroe ) ss:  
City of Rochester )

On the \_\_\_ day of \_\_\_\_\_ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **Richard Goldstein**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Signature of Notary Public  
And Stamp

State of \_\_\_\_\_)  
County of \_\_\_\_\_) ss:  
City of \_\_\_\_\_)

On the \_\_\_ day of \_\_\_\_\_ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Signature of Notary Public  
And Stamp

## APPENDIX A

### STANDARD CLAUSES FOR COUNTY CONTRACTS

The parties to the attached Agreement (hereinafter, "the Agreement") agree to be bound by the following clauses which are hereby made a part of the Agreement (the word "Contractor" herein refers to any party other than the County, whether a contractor, licensor, licensee, lessor, lessee or any other party):

#### **Section 1.           AMENDMENTS**

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

#### **Section 2.           INSURANCE**

The Contractor will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Worker's Compensation and Disability Insurance, if required by law; professional liability and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$3,000,000 aggregate coverage; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. Original certificates and endorsements evidencing such coverage shall be delivered to the County before final execution of this Agreement. The certificates shall indicate that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the County and original renewal certificates conforming to the requirements of this section shall be delivered to the County at least sixty (60) days prior to the expiration of such policy or policies of insurance. The Contractor's insurance shall provide for and name Monroe County as an additional insured. All policies shall insure the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County.

If any required insurance coverage contain aggregate limits or apply to other operations of the Contractor, outside of those required by this Agreement, the Contractor shall provide Monroe County with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection of such insurance affords Monroe County. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

#### **Section 3.           INDEMNIFICATION**

The Contractor shall defend, indemnify and save harmless the County, its officers, agents, and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, its agents or employees, the provision of any products by the Contractor, its agents or employees, arising from any act, omission or negligence of the Contractor, its agents or employees, or arising from any breach or default by the Contractor, its agents or employees under the Agreement. Nothing herein is intended to relieve the

County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

**Section 4. INDEPENDENT CONTRACTOR**

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of Monroe County nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The Contractor shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the Contractor's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Worker's Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The County shall have no responsibility for any of the incidences of employment.

**Section 5. EXECUTORY NATURE OF CONTRACT**

This Agreement shall be deemed executory only to the extent of the funding available and the County shall not incur any liability beyond the funds annually budgeted therefore. The County may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the Contractor's obligations regarding the services provided under this Agreement may be reduced correspondingly.

**Section 6. NO ASSIGNMENT WITHOUT CONSENT**

The Contractor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the County.

**Section 7. FEDERAL SINGLE AUDIT ACT**

In the event the Contractor is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A- 102, A-110 and A-133, and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Contractor expends Five Hundred Thousand and no/100 Dollars (\$500,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was

received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit  
402 County Office Building  
39 West Main Street  
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this Agreement.

The County's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this Agreement.

**Section 8. RIGHT TO INSPECT**

Designated representatives of the County shall have the right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to the Contractor's employees, reports, books, records, audits and any other material relating to the delivery of such services. The Contractor agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment.

**Section 9. JOB OPENINGS**

The Contractor recognizes the continuing commitment on the part of Monroe County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.

The Contractor agrees to notify the County when the Contractor has or is about to have a job opening within Monroe County. Such notice shall be given as soon as practicable after the Contractor has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience.)

Notice shall be given in writing to:

Employment Coordinator  
Monroe County Department of Human Services  
Room 204  
111 Westfall Road  
Rochester, New York 14620  
Fax: (585) 753-6096  
Telephone: (585) 753-1245

The Contractor recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the Contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the Contractor to hire any individual referred by or through the County shall be voluntary and based solely upon the Contractor's job requirements and the individual's qualifications for the job, as determined by the Contractor.

**Section 10. NON-DISCRIMINATION**

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

**Section 11. CONTRACTOR QUALIFIED, LICENSED, ETC.**

The Contractor represents and warrants to the County that it and its employees is duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

**Section 12. CONFIDENTIAL INFORMATION**

a. For the purpose of this Agreement, "Confidential Information" shall mean information or material proprietary to the County or designated as "Confidential Information" by the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the County. The Confidential Information includes, without limitation, the following types of information or other information of a similar nature (whether or not reduced to writing): methods of doing business, computer programs, computer network operations and security, finances and other confidential and proprietary information belonging to the County. Confidential Information also includes any information described above which the County obtained from another party which the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the County. Information publicly known and that is generally employed by the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of the Confidential

Information.

**1. Scope of Use**

- a. Contractor shall not, without prior authorization from the County acquire, use or copy, in whole or in part, any Confidential Information.
- b. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who have executed a confidentiality agreement with the County, have a need to know such Confidential Information, and who have been authorized to receive such Confidential Information.
- c. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any Confidential Information, without the prior written permission of the County.
- d. Contractor shall take all appropriate action, whether by instruction, agreement or otherwise, to insure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under this Confidentiality Agreement.

**2. Nature of Obligation**

Contractor acknowledges that the County, because of the unique nature of the Confidential Information, would suffer irreparable harm in the event that Contractor breaches its obligation under this Agreement in that monetary damages would be inadequate to compensate the County for such a breach. The parties agree that in such circumstances, the County shall be entitled, in addition to monetary relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the County.

**Section 13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations, including without limitation, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA).

**Section 14. LAW**

This Agreement shall be governed by and under the laws of the State of New York without regard or reference to its conflict of law principles. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

**Section 15. NO-WAIVER**

In the event that the terms and conditions of this Agreement are not strictly enforced by the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the County from enforcing each and every term of this Agreement thereafter.

**Section 16. SEVERABILITY**

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

**Section 17. TITLE TO WORK**

a. The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder shall become legally vested to the County upon the completion of the work required under this Agreement. The Contractor shall obtain from any subcontractors and shall transfer, assign, and/or convey to Monroe County all exclusive, irrevocable, or other rights to all work performed under this Agreement, including, but not limited to trademark and/or service mark rights, copyrights, publication rights, distribution rights, rights of reproduction, and royalties.

b. No information relative to this Agreement shall be released by the Contractor or its employees for publication, advertising or for any other purpose without the prior written approval of the County. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the County and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

**Section 18. WAGE AND HOURS PROVISIONS**

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

**Section 19. STATE FINANCE LAW PROVISIONS**

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

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

**Section 20. MISCELLANEOUS**

a. The Contractor agrees to comply with all confidentiality and access to information requirements in Federal, State and Local laws and regulations.

b. This Agreement constitutes the entire Agreement between the County and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided.

**APPENDIX B**

**SCOPE OF WORK**

\_\_\_\_\_ is to provide window cleaning services at the Airport Ramp Garage on a bi-monthly basis. Cleaning is to be scheduled with the Maintenance Chief, Gaetano Martini and is to be done the first week of the month

Work Scope: Clean windows inside and out, including transoms, doors, atriums and window ledges.

All windows are to be cleaned:

Main and West lobby areas

Total of 4 Stairwells (2 in main & 2 in West)

Total of 2 Interior Shaped Domes

Total of 1 Bridge

\_\_\_\_\_ is required to use a NYS approved JLG Lift.

After cleaning is complete, MAPCO's Maintenance Chief, Gaetano Martini must be called to inspect to ensure "quality" of services performed and sign the contractor packing slip for proof of services rendered.

Prevailing wages are to be paid, MAPCO requires a certified payroll to be submitted with each invoice.

**ATTACHMENT 1**

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND RESPONSIBILITY**

The undersigned certifies, to the best of his/her knowledge and belief, that the CONTRACTOR and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
2. Have not within a three-year period preceding this transaction/ application/proposal/contract/ agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this transaction/ application/proposal/contract/ agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Date: \_\_\_\_\_, 2019

CONTRACTOR:

By; \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Print Title/Office]

**ATTACHMENT 2**

**CERTIFICATE(S) OF INSURANCE**

**SECTION 6 – REQUIRED FORMS**

**REQUIRED FORMS**

***THE FOLLOWING FORMS ARE REQUIRED SUBMISSION DOCUMENTS. FAILURE TO COMPLETE ANY OF THESE FORMS AND SUBMIT THEM WITH YOUR QUALIFICATIONS MAY RENDER THE APPLICANT NON-RESPONSIVE AND INELIGIBLE FOR SELECTION.***

**NO RESPONSE FORM**

If you choose not to respond to this Request for Quotation, please fax this form back to MAPCO at (585) 292-4899 at your earliest convenience, to the attention of:

Jillian Gauer  
Purchasing Coordinator  
488 White Spruce Boulevard  
Rochester, NY 14623-1680  
(585) 292-4900  
purchasing@mapcoparking.com

**Name of RFQ:** Window Cleaning Service at the Airport Ramp Garage at the Greater Rochester International Airport

**Company:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Contact:** \_\_\_\_\_  
**Contact Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Reason for No-Response:**

Project capacity. \_\_\_\_\_

Cannot quote competitively. \_\_\_\_\_

Cannot meet delivery requirements. \_\_\_\_\_

Cannot meet specifications. \_\_\_\_\_

Do not want to do business with the Monroe County Airport Authority. \_\_\_\_\_

\*Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Suggested changes to RFQ**

Specifications for next \_\_\_\_\_  
Request for Quotation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\* Other reasons for not responding might include insufficient time to respond, do not offer product or service, specifications too stringent, scope of work too small or large, unable to meet insurance requirements, cannot meet delivery or schedule requirements, etc.

**MONROE COUNTY AIRPORT AUTHORITY**  
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**VENDOR DISCLOSURE OF CONTACTS**

This form must be completed and submitted with all bids/quotations. Failure to complete and submit this form may result in a determination of non-responsiveness and disqualification of the bid or quotation. Bidder/Vendor agrees to update this information during the negotiation or evaluation process of this procurement, and throughout the term of any agreement awarded to the Bidder/Vendor pursuant to this Request for Quotations/Invitation for Bids.

PROCUREMENT NAME: \_\_\_\_\_  
 VENDOR NAME: \_\_\_\_\_  
 ADDRESS: Street: \_\_\_\_\_  
                   City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 NAME OF PERSON SUBMITTING THIS FORM: \_\_\_\_\_ SIGNATURE OF PERSON SUBMITTING THIS FORM: \_\_\_\_\_

Has any individual or organization been retained, employed, or designated to attempt to influence the above-named procurement process?

YES (If YES, complete rest of form)                       NO (If NO, do not complete rest of form)

The following person or organization was retained, employed or designated by or on behalf of the Bidder/Vendor to attempt to influence the procurement process:

NAME: \_\_\_\_\_  
 ADDRESS: Street: \_\_\_\_\_  
                   City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_  
 PLACE OF PRINCIPAL EMPLOYMENT: \_\_\_\_\_  
 OCCUPATION: \_\_\_\_\_  
 Does the above-named person or organization have a financial interest in this procurement?  
 YES     NO

**DEFINITIONS:**

1. **“Attempt to influence the procurement process”** means any attempt to influence any determination of a member, officer or employee of a covered agency or authority by a person other than a member, officer or employee of a covered agency or authority with respect to:
  - (a) the solicitation, evaluation or award of a procurement agreement; or
  - (b) the preparation of specifications or request for submissions of quotations for a procurement agreement.
  
2. **“Vendor”** means bidder, offeror or Vendor for a procurement agreement and shall include any sub Vendor who may be engaged in the delivery of goods, services or construction pursuant to the procurement agreement.
  
3. **“Financial interest in the procurement” means:**
  - (a) owning or exercising direct or indirect control over, or owning a financial interest of more than one percent in, a Vendor or other entity that stands to gain or benefit financially from the award of a procurement agreement;
  - (b) receiving, expecting or attempting to receive compensation, fees, remuneration or other financial gain or benefit from a Vendor or other individual or entity that stands to benefit financially from a procurement agreement;
  - (c) being compensated by, or being a member of, an entity or organization which is receiving, expecting or attempting to receive compensation, fees, remuneration or other financial gain from a Vendor or other individual or entity that stands to benefit financially from a procurement agreement;
  - (d) receiving, expecting or attempting to receive any other financial gain or benefit as a result of the procurement agreement;
  - (e) being a relative of a person with a financial interest in the procurement, as set forth in paragraphs (a) though (d) above. For purposes of this paragraph, “relative” shall mean spouse, child, stepchild, stepparent, or any person who is a direct descendant of the grandparents of an individual listed in paragraphs (a) though (d) of this subdivision or of the individual’s spouse.

**MONROE COUNTY AIRPORT AUTHORITY**  
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**VENDOR DISCLOSURE OF PRIOR  
DETERMINATIONS OF NON-RESPONSIBILITY**

In signing this form, I certify that all information provided to the Monroe County Airport Authority with respect to State Finance Law §139-k is complete, true and accurate.

PROCUREMENT NAME: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

NAME OF PERSON SUBMITTING THIS FORM: \_\_\_\_\_  
TITLE OF PERSON SUBMITTING THIS FORM: \_\_\_\_\_

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

Has any covered agency or authority made a finding of non-responsibility regarding the Vendor in the last five (5) years?

YES                       NO

**If Yes**, was the basis for the finding of the Vendor's non-responsibility due to the intentional provision of false or incomplete information required by New York State Executive Order No. 127?

YES                       NO

**If Yes**, please provide details regarding the finding of non-responsibility below:

Covered Agency Name:	_____
Year of Non-responsibility finding:	_____
Basis of non-responsibility finding:	_____
	_____
	_____

**DEFINITIONS:**

"Covered agency or authority" shall mean any State department, office or division, or any board, commission or bureau thereof, and any public benefit corporation, public authority or commission at least one of whose members is appointed by the Governor and shall include the State University of New York and the City University of New York.

**MONROE COUNTY AIRPORT AUTHORITY**

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**AFFIRMATION OF UNDERSTANDING AND AGREEMENT  
OF PERMISSIBLE CONTACTS**

(Pursuant to State Finance Law §139-j (3) and §139-j (6) (b))

**The undersigned affirms that (s)he understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).**

Date: \_\_\_\_\_

\_\_\_\_\_ [Print Vendor Name]

\_\_\_\_\_ [Signature of Authorized Individual]

\_\_\_\_\_ [Print Name of Signer]

\_\_\_\_\_ [Print Title/Office of Signer]

\_\_\_\_\_ [Print Vendor Street Address]

\_\_\_\_\_ [Print Vendor City, State, Zip]

**MAPCO’S RIGHT TO TERMINATE**

MAPCO Auto Parks, Agent for the Monroe County Airport Authority, reserves the right to terminate a Agreement in the event it is found that the certification filed by the Vendor/Consultant, as Vendor/Offeror, in accordance with New York State Finance Law §139-k, was intentionally false or intentionally incomplete. Upon such finding, MAPCO may exercise its termination right by providing written notification to the Vendor/Consultant in accordance with the written notification terms of the Agreement/Agreement resulting from this Request for Quotations.

# MONROE COUNTY AIRPORT AUTHORITY

Greater Rochester International Airport • Rochester • New York • 14624

## Form of Quotation

### ***Proposed Fee Schedule:***

#### Base Bid Quote

(6, Bi-Monthly Washings)

Unit Price \$\_\_\_\_\_ x 6 = \$\_\_\_\_\_

#### Additional Bid Quote

(to include up to 3 additional Window Cleaning annually, as needed)

Unit Price \$\_\_\_\_\_ x 3 = \$\_\_\_\_\_

Base Bid (+) Additional Bid Total= \$\_\_\_\_\_

The undersigned hereby acknowledges receipt of the Request for Quotation and the Sample Agreement at the Greater Rochester International Airport, and that the same have been reviewed prior to the execution of this quotation; that the locations at the Greater Rochester International Airport proposed to be devoted to this privilege, and plans showing the layout of such facilities, have been inspected by the undersigned who has become thoroughly familiar herewith and with the proposed method of Services. The undersigned further:

1. acknowledges the right of the MAPCO in its sole discretion to reject any or all quotations submitted, and that an award may be made to a Vendor other than the highest monetary Vendor if all other conditions and requirements are not met;
2. acknowledges and agrees that the discretion of MAPCO in selection of the successful Vendor shall be final, not subject to review or attack, and;
3. acknowledges that this quotation is made with full knowledge of the foregoing and in full agreement thereto;

By submission of this quotation, the Vendor acknowledges that MAPCO has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the quotation and related documents and authorizes release to MAPCO of all information sought in such inquiry or investigation.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2019.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE OF VENDOR:**

If an Individual: \_\_\_\_\_  
Doing Business As: \_\_\_\_\_

If a Partnership: \_\_\_\_\_  
Doing Business As: \_\_\_\_\_  
BY: \_\_\_\_\_, General Partner

If a Corporation: \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

If a Limited Liability Company: \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**ADDRESS OF VENDOR:**

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

**TELEPHONE NUMBER:**

\_\_\_\_\_

**FAX NUMBER:**

\_\_\_\_\_

**E-MAIL ADDRESS:**

\_\_\_\_\_

Please Note: MAPCO reserves the right to request additional information or an interview during the selection process.

*Information considered "Confidential" or "Proprietary"  
has to be so stamped on each page.*

# MAPCO AUTO PARKS LTD.

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## Certification Regarding Debarment, Suspension and Responsibility

The undersigned, an authorized representative of the proposing entity, certifies, to the best of his/her knowledge and belief, that the Vendor / Proposing Entity and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
2. Have not within a three-year period preceding this quotation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this quotation had one or more public transactions (Federal, State or local) terminated for cause or default.

Date: \_\_\_\_\_

\_\_\_\_\_  
[Print Name of Proposing Entity]

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Print Title/Office]

# MAPCO AUTO PARKS LTD.

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## Non-Collusion Certificate

The undersigned, an authorized representative of the proposing entity, certifies that by submission of this quotation each Vendor and each person signing on behalf of any Vendor, and in the case of a joint venture each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this quotation 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 Vendor or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this quotation have not been knowingly disclosed by the Vendor prior to opening, directly or indirectly, to any other Vendor or to any competitor, and;
3. No attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not to submit a quotation for the purpose of restricting competition.

Company: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# MAPCO AUTO PARKS LTD.

*Greater Rochester International Airport • Rochester • New York • 14624*

## WINDOW CLEANING SERVICE AT THE AIRPORT RAMP GARAGE RFQ Acknowledgment of Quotation

The submittal of this quotation is the duly authorized official act of the Vendor and the undersigned officer of the Vendor is duly authorized by resolution of Vendor to execute this Quotation on the behalf of and as the official act of the Vendor, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Company: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# MAPCO AUTO PARKS LTD.

Greater Rochester International Airport • Rochester • New York • 14624

## Required Insurance

The Vendor shall procure and maintain at their own expense until final completion of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Vendor or by their subcontractors.

The successful Vendor shall furnish to MAPCO and the Authority a certificate or certificates of insurance in a form satisfactory to the County Attorney showing that he has complied with all insurance requirements set forth in the contract for services, that certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to MAPCO and the Authority. Except for Workers' Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

- A. **WORKERS' COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Vendor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by them or by their subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Workers' Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto.
- B. **LIABILITY AND PROPERTY DAMAGE INSURANCE** issued to the Vendor naming MAPCO Auto Parks, Ltd. and Monroe County Airport Authority and Monroe County as an additional insured and covering liability with respect to all work performed by him under the Contract. The policy must be endorsed by the insurance carrier to authorize the additional insured designation. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence and \$3,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included:

- Comprehensive Form
- Premises-Operations
- Products/Completed Operations
- Contractual Insurance covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Respondents
- Personal Injury

- C. CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE issued to the Vendor covering the liability for damages imposed by law upon the said Vendor for the acts or neglect of each of his subcontractors with respect to all work performed by said subcontractors under the Contract.
- D. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of the Vendor with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate coverage.
- E. MOTOR VEHICLE INSURANCE issued to the Vendor naming MAPCO Auto Parks, Ltd, Monroe County Airport Authority and Monroe County as an additional insured, and covering liability and property damage on the Vendor's vehicles in the amount of \$1,000,000 per occurrence. The policy must be endorsed by the insurance carrier to authorize the additional insured designation.

If any required insurance coverage contains aggregate limits or applies to other operations of the Vendor, outside of those required by this Agreement, the Vendor shall provide MAPCO with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection of such insurance affords MAPCO. The Vendor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

Such policy or policies shall identify MAPCO, Monroe County and the Monroe County Airport Authority as additional insureds. Whenever more than \$1,000,000 liability insurance is required by this Agreement, the excess may be covered by an umbrella policy. The Vendor may elect to self-insure for all or part of the required coverage upon providing evidence of a self-insurance program satisfactory to the County Attorney.

We have read, understand, and will provide the above listed insurances and their certificates as agreed to prior to the execution of the Window Cleaning Agreement.

Company: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

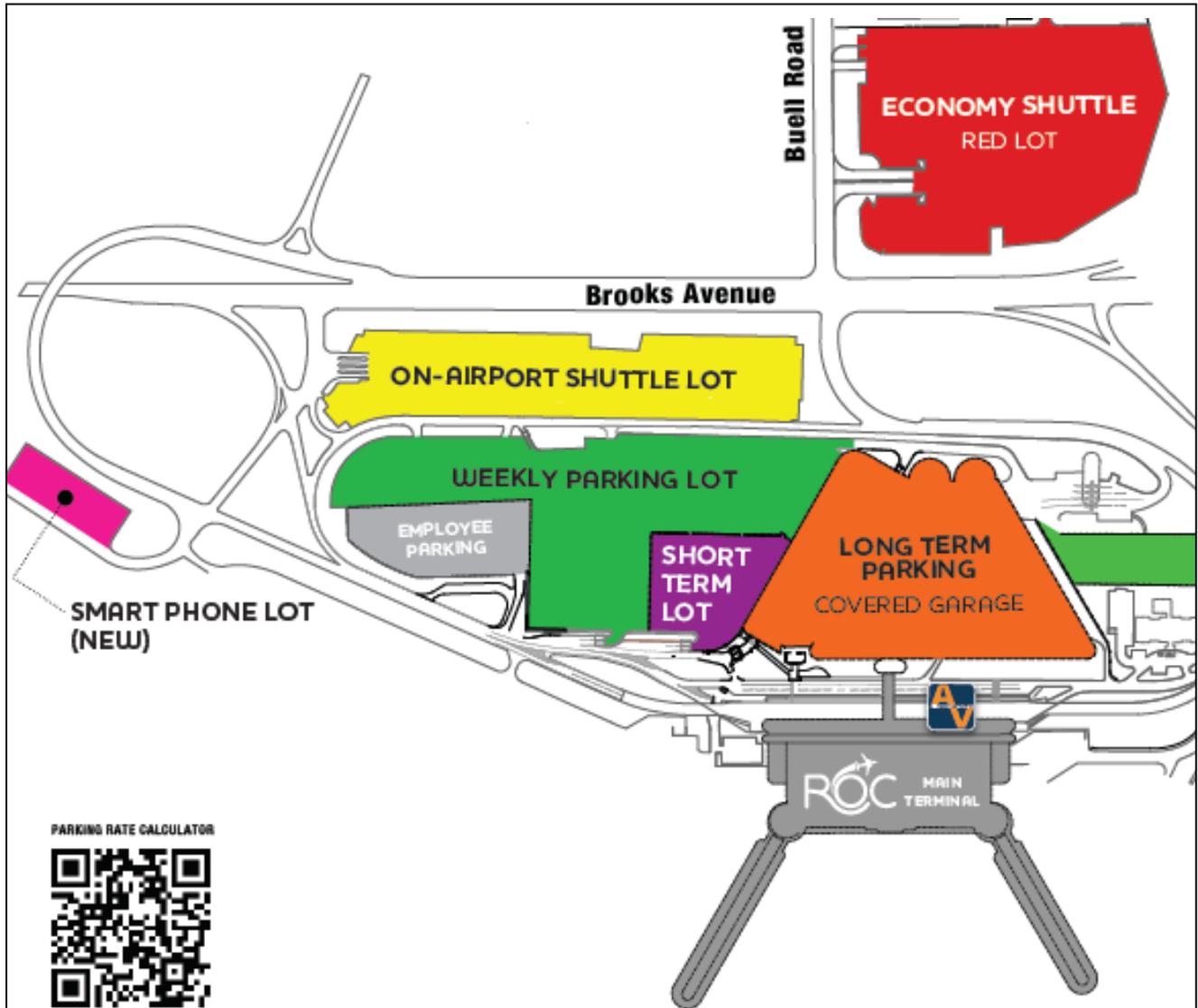
Date Signed: \_\_\_\_\_

**MAPCO Auto Parks, Agent for  
MONROE COUNTY AIRPORT AUTHORITY**

**EXHIBITS**

# EXHIBIT A

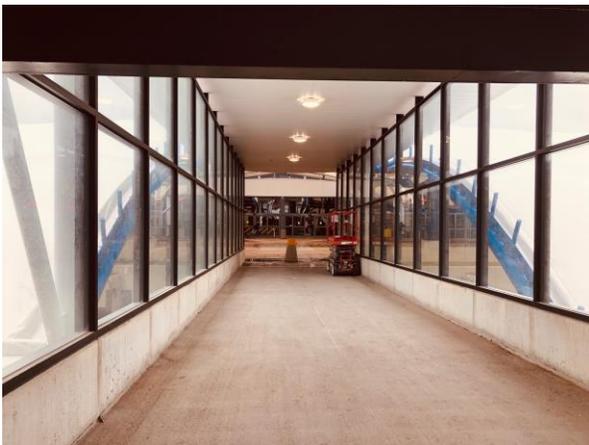
## Terminal Map



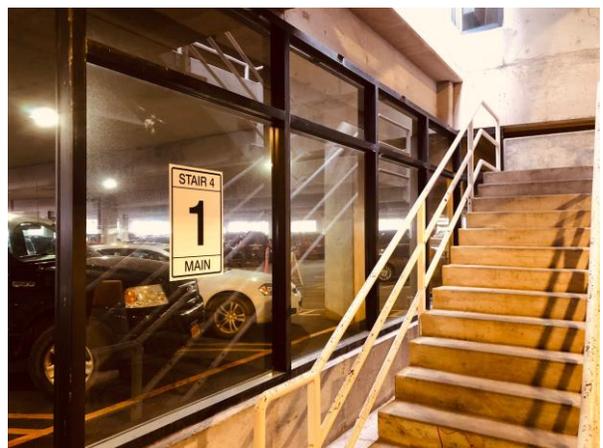
# EXHIBIT B

## Window Cleaning Areas

Main & West Lobby Areas and Bridge



Main Dome Tower Stairwell



East Dome Tower Stairwell



2 West Stair Tower (Example: West 3A & West 3)



Main Stair Tower

