

*MAPCO AUTO PARKS LTD AS AGENT FOR  
THE MONROE COUNTY AIRPORT AUTHORITY*



Frederick Douglass  
greater rochester international airport

**REQUEST FOR PROPOSAL**

**Network and Server Infrastructure Upgrade  
at the Frederick Douglass  
Greater Rochester International Airport**

**Release Date: May 12, 2023  
Response Deadline: June 20, 2023**

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

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

MAPCO Auto Parks LTD (“MAPCO”), acting as Agent for the Monroe County Airport Authority is preparing to modernize its server infrastructure, with the purpose of achieving greater efficiency and resource usage. The purpose of this Request for Proposal (RFP) is to provide MAPCO with a qualified and experienced firm who has the capability to perform the tasks described in the Proposed Specifications.

In responding to this RFP, Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing MAPCO with data comparable to that which was submitted by other Respondents and, thus, be assured of fair and objective treatment in the review and evaluation process. Interested parties may download the Request for Proposals from the MAPCO website: [www.mapcoparking.com](http://www.mapcoparking.com) under Procurement.

### **RFP Coordinator; Issuing Office**

The RFP Coordinator, identified below, is the sole point of contact regarding this RFP from the date of issuance until the selection of the successful Respondent.

Jillian Gauer  
Purchasing Coordinator  
E-mail: [purchasing@mapcoparking.com](mailto:purchasing@mapcoparking.com)

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

**Only those Respondents who have registered for this RFP by emailing their contact information to [purchasing@mapcoparking.com](mailto:purchasing@mapcoparking.com) will receive addenda, if issued.**

### **Presentation and Clarification of the Authority’s Intentions**

As a result of this RFP, MAPCO intends to enter into a contract with the selected Respondent to supply the services described in Section 3. However, this intent does not commit MAPCO to award a contract to any responding Respondent, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. MAPCO reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of MAPCO to do so; (b) award one or more contracts to one or more qualified Respondents if necessary, to achieve the objectives of this RFP and if it is in the best interest of MAPCO to do so. MAPCO maintains the option to expand these types of services to other projects, departments, and divisions as needed.

### **Timeline**

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

- This RFP will be distributed to registered emails on May 12, 2023, by 10:30AM EST. A copy of the RFP will be posted on <https://www.mapcoparking.com/procurement/>
- All requests for RFP clarification must be submitted in writing to the RFP Coordinator at the email address provided in Section 1 and received no later than 3:00 PM EST on May 23, 2023.

- All questions will be answered and documented in writing as an Addendum to the RFP and posted on the County website along with MAPCO's website. Addenda will be sent out to all Respondents who received the original RFP and all Respondents who reached out with an interest of the RFP on or before May 31, 2023.
- **Final RFP submissions must be received by 1:30 PM EST on June 20, 2023**, at the address shown in Section 4. The right to withdraw will expire on this date and time.
- A Monroe County Airport Authority Board Meeting will be conducted to approve the contract on a date to be determined.

## **Background**

### **MAPCO Auto Parks, As Agent for Monroe County Airport Authority**

MAPCO Auto Parks Ltd as Agent for the Monroe County Airport Authority (hereinafter called the "Authority"), owner and operator of the Frederick Douglass Greater Rochester International Airport (hereinafter called the "Airport") in Rochester, New York.

Since 1936, MAPCO Auto Parks has operated as a private family business. We are one of Upstate New York's leading full-service parking organizations and are proud to be among the nation's oldest in the industry. MAPCO has been the parking management company at the Frederick Douglass Greater Rochester International Airport (ROC) since 1982.

### **Monroe County Airport Authority**

The Monroe County Airport Authority (the Authority) is a public benefit corporation created to finance, construct, develop, operate, and maintain aviation and other related facilities and services within the County of Monroe (the County). The Authority is organized under the Public Authorities Law of the State of New York. The Authority leases the Greater Rochester International Airport (the Airport) from the County

The Authority's primary operating responsibility is to promote and maintain safe, secure, efficient, and economical air transportation with the County for the benefit of the community, the surrounding region, and the air transportation industry.

The purposes of the Authority as defined in Chapter 43-A, Article 8, Title 31 of the Public Authorities Law Section 2751 Statement of legislative findings and purpose are as follows:

- (i) to stimulate and promote economic development, trade, and tourism.
- (ii) to acquire, construct, reconstruct, continue, develop, equip, expand, improve, maintain, finance, and operate aviation and other related facilities and services within Monroe County.
- (iii) to promote safe, secure, efficient, and economical air transportation by preserving and enhancing airport capacity.
- (iv) to form an integral part of a safe and effective nationwide system of airports to meet the present and future needs of civil aeronautics and national defense and to assure inclusion of the

authority's facilities in state, national and international programs for air transportation and for airport or airway capital improvement, all in accordance with the provisions of this title; and

(v) to ensure that aviation facilities authorized pursuant to this title shall provide for the protection and enhancement of the natural resources and the quality of the environment of the state and the western New York area.

### **The Greater Rochester International Airport (ROC)**

In 2019 enplanements were 1,293,719 and deplanements were 1,285,035 serving a total of 2,578,754 passengers. In 2020, due to the Covid-19 Pandemic, enplanements dropped to 417,548 and deplanements were 412,548, for a total of 830,197 passengers. In 2021 traffic has been on a steady increase with enplanements at 770,637 and deplanements at 769,339 for a total of 1,539,976 passengers.

The majority of 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, American and Frontier. Other airlines serving ROC as affiliate carriers for the above tenants include Allegiant, Air Wisconsin, Air Georgian Limited, CommutAir, Endeavor Air, Envoy, Express Jet Airlines, GoJet, Mesa Airlines, Piedmont Airlines, Inc., PSA Airlines, Republic Airlines, Inc., Shuttle America, Skywest, Trans States Airlines, LLC.

Six car rental companies have counters in the Terminal: Avis, Budget, Enterprise, Hertz, National and Dollar. Other concessions with long-term agreements include SSP America, Dunkin Donuts, Subway and Hudson News Corporation.

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.

**NO RESPONSE FORM**

If you choose not to respond to this Request for Proposal, please email this form back to MAPCO [purchasing@mapcoparking.com](mailto:purchasing@mapcoparking.com) at your earliest convenience.

Jillian Gauer  
Purchasing  
488 White Spruce Boulevard  
Rochester, NY 14623-1680  
[purchasing@mapcoparking.com](mailto:purchasing@mapcoparking.com)

**Name of RFP:** Network and Server Infrastructure Upgrade

**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 RFP** \_\_\_\_\_

Specifications for next \_\_\_\_\_

Request for Proposal \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\* 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.

## Definitions

“Airport”	Frederick Douglass Greater Rochester International Airport
"Agent"	MAPCO Auto Parks, Ltd as Agent for the Monroe County Airport Authority
“Agreement”	the document allowing the company to provide merchant services and credit card services for the Authority
“Authority”	the Monroe County Airport Authority
“County”	Monroe County
“Company”	the successful company
“Proposal”	document submitted by Respondent(s) to be considered for the agreement; the overall proposal shall include Respondents’ required information (Section 3) including Exhibits 5 and 6
“Respondent”	any company or organization submitting a Proposal for the services requested in this RFP
“RFP”	Request for Proposals
“ROC”	Frederick Douglass Greater Rochester International Airport
Vendor”	Any company or organization submitting a Proposal for the services requested in this RFP

## SECTION 2 – CURRENT INFRASTRUCTURE

The majority of MAPCO's servers and network equipment are housed in a centralized data center. These systems provide critical services and operate 24 hours a day, 365 days a year.

### **Server Environment**

MAPCO's current data center includes 4 Dell PowerEdge R720 servers, 1 Dell EqualLogic PS6100E storage array, and 1 Nexsan SATABeast storage array.

(3) R720 servers are running VMware 6.7 with 22 virtual machines/servers running Windows 10, 2003, 2008, 2012. (1) R720 server is running Windows 10 IoT Enterprise for an IP Camera System.

(3) R720 servers and (1) PS6100E storage array are connected via HP/Aruba 3810M-48G, 2810-48G, and 2520-24G switches. (1) R720 server is connected via fiber channel to the Nexsan SATABeast storage array.

MAPCO also has an administration office which is directly connected to the data center via a 1GB fiber line. This office has a Dell EqualLogic PS6100E storage array and an HP 2810-24G switch. Data is replicated on a nightly basis to this storage array from the data center.

### **Servers**

(Quantity: 3) Dell PowerEdge R720 Server (VMware Servers):

- Intel Xeon CPU E5-2670 @ 2.6GHz (32 Logical Processors per Server).
- 128GB RAM per Server.
- VMware 6.7.

(Quantity: 1) Dell PowerEdge R720 Server (Camera Server):

- Intel Xeon CPU E5-2609 @ 1.9GHz.
- 24GB RAM.
- Windows 10 IoT Enterprise.

### **Storage**

Data Center: Primary Dell EqualLogic PS6100E:

- 48 TB Raw and 34 TB Usable.

Administration Office: Secondary Dell EqualLogic PS6100E:

- 24 TB Raw and 17 TB Usable.

Nexsan SATABeast for IP Camera Storage:

- 24 TB Raw and 20 TB Usable.

### **Data Backup**

MAPCO currently uses a Dell DR4100 Backup Appliance to perform daily backups.

- 12 TB Raw and 9 TB Usable.
- Veeam Backup & Replication software.

### **Battery Backup**

Data Center: Liebert GXT2-10000RT208, (2) APC Smart-UPS 2200 Rack Mount.

Administration Office: APC Smart-UPS 2200 Rack Mount.

## SECTION 3 – SCOPE OF SERVICES

### **Scope of Design**

#### **Servers**

- The successful solution will assist in upgrading MAPCO's physical servers, virtual servers, data storage, and network switches. The current fr environment (VMware) will need to be migrated to the new hardware, without client disruption.
- The vendor will work with MAPCO IT Staff on installing new virtual servers with Windows Server 2022 and migrating existing services including Domain Controllers (Active Directory, DHCP, DNS), File Server (DFS), SQL Server, VCenter, Exchange Server (Hybrid Environment with Microsoft 365). Prior to the install, the vendor will have to confirm that all the existing applications and services that MAPCO currently uses, will continue to function on Windows Server 2022.
- Vendors should quote rack mount servers (Dell) and data storage, sufficient to accomplish the requirements of the new system. Proposed servers and data storage are to be fully redundant in all parts to eliminate any single point of failure.
- The proposed solution should be capable of handling the failure of one physical server by moving all affected VMs to another physical server and all affected storage locations without interruption of existing applications and services.
- A clear and detailed list of all hardware and software proposed must be provided.
- Vendors should also quote professional services for setup and migration of current VMware environment onto the new servers and data storage. The vendor will work with MAPCO IT Staff during this process, to provide hands-on training.

#### **Storage**

- Migrate existing VMware environment to a single, tiered, virtualized storage system with hot-swap capacity to assure continual storage function in the event of the loss of two physical drives.
- VM's will be stored on an iSCSI SAN in the data center, which will be replicated to a secondary iSCSI SAN located at MAPCO's administration office and backed up to a deduplication appliance in the data center.
- Migrated camera storage from the existing Nexsan SATABeast SAN to a new storage system and integrate with new server hardware.

#### **Network Firewall and Switches**

- MAPCO's existing network switches will need to be upgraded (similar functionality/newer model HP/Aruba switches and FortiGate Firewall should be quoted), which includes the following:  
Data Center:
  - (Quantity: 1) FortiGate 300E (Firewall).
  - (Quantity: 1) HP 3810M-48G PoE+ (Main Layer 3 Switch).
  - (Quantity: 2) HP 2810-48G.
  - (Quantity: 1) HP 2530-24G PoE+.

Red Lot:

- (Quantity: 1) HP 2530-48G PoE+.

Yellow Lot:

- (Quantity: 1) HP 2530-48G PoE+.

Exit Plaza:

- (Quantity: 2) HP 2530-48G PoE+.
- (Quantity: 2) HP 2530-24G PoE+.

Maintenance:

- (Quantity: 1) HP 2530-24G PoE+.

Command Center:

- (Quantity: 1) HP 2530-48G PoE+.

Administration Office:

- (Quantity: 2) HP 2530-24G PoE+.

- MAPCO's current data center utilizes 1GB links to interconnect switches and servers/data storage. While the IP Camera server is directly connected to the Nexsan SATABeast SAN via a Fiber Channel connection.
- The successful solution will propose HP/Aruba network switches with similar specs; 10GB links between servers and storage will also be considered if cost/performance is beneficial over the current 1GB links.

### **Data Protection, Backup and Disaster Recovery**

- The successful solution will integrate the new hardware with the existing Veeam Backup and Replication software, to provide full server and individual file backups.
- The successful design will provide for the automated movement of a failing server to another physical host.
- The capacity of the system to lose an entire physical host with the resulting load being picked up by associated physical servers without perceived loss of service to the end-users.
- A deduplication appliance will be installed in MAPCO's data center for backup and disaster recovery purposes and should be fully compatible with Veeam Backup and Replication software.
  - We will continue to use a secondary iSCSI SAN in our administration office (distance of 3 miles served by a 1GB line) for replication of our VM's, serving as a backup to the primary SAN.
- The successful solution will implement new battery backups, which will provide the necessary power, in the event of power loss, to failover to generator power.

### **Management**

- Vendor will list the management applications proposed with their user interfaces and describe the administrative capabilities that MAPCO IT staff will use to manage the data center environment.
- Ease of use, integration of features, and functionality are critical factors in selection of management application solutions.

**Supply**

- Vendors must provide a complete list and description of the hardware, software and services included in the RFP response.
- MAPCO is seeking proposals from qualified manufacturer authorized vendors to provide a solution including servers, software, storage area network, backup solution, professional services, and training.

**Installation**

- Proposed solutions will include an installation plan which addresses on-site delivery to MAPCO, installation into MAPCO's data center, and any integration with existing network with zero business hour downtime.
- Clear details about which portions of the installation will be carried out by bidder personnel and which by MAPCO personnel will be included.

**Training**

- Successful bidder will work with MAPCO IT Staff during the entire installation and configuration process.
- The proposer will provide sufficient training for MAPCO to take over system management at the completion of this project.

**Support - Warranties**

- The successful proposal will include a support plan for a minimum of 36 months with the option for extension. This will detail MAPCO IT staff access to telephone, online support, and technician/parts dispatch provided by the Proposer and each equipment manufacturer.
- Proposers will clearly indicate the level, time window, duration and support detail for hardware, software, and system management/configuration tools.

**Documentation**

- The successful proposal will include a graphic design indicating capacities, speeds, protocols, and configurations of the servers, storage area network, and backup solution.
- Accompanying documentation will demonstrate the performance of the recommended solution under normal operating conditions and failover conditions using existing system performance as a baseline.

## SECTION 4 – SPECIFIC PROPOSAL REQUIREMENTS

### **Submission of Proposal**

- A. Acceptance Period and Location.** To be considered, Respondents must submit a complete response to this RFP. Respondents not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected as being non-responsive.

Sealed proposals must be received at the address below on or before 3:00 PM Eastern Time, on October 13, 2022.

Jillian Gauer  
Purchasing Coordinator  
MAPCO Auto Parks as Agent for the Monroe County  
Airport Authority  
488 White Spruce Blvd  
Rochester, New York 14623

Refer to Section 4 for further detail regarding response formats and requirements. There will be no public opening of the proposals.

- B. Required copies.** Required copies. Respondents must submit one (1) signed original proposal and two (2) complete copied sets of the signed original document. Proposals should be clearly marked as “**Proposal for Network and Server Infrastructure Upgrade at the Frederick Douglass Greater Rochester International Airport.**” The Respondent must also include a copy of its full proposal on a USB Flash Drive. Faxes and emails of any material other than as required above will not be accepted. The Respondent will make no other distribution of proposals. An official authorized to bind the Respondent to its provisions must sign the proposal.
- C. Withdrawal Notification.** Proposers receiving this RFP who do not wish to submit a proposal should reply with the “No Response Form” [page 6 of this RFP] to be received by the indicated contact on the form no later than the proposal submission date. This RFP is the property MAPCO Auto Parks, Agent for the Monroe County Airport Authority and may not be reproduced or distributed for purposes other than proposal submission without the written consent of MAPCO.
- D. Pricing Period.** For this RFP, the proposal must remain valid for a minimum of 120 days past the due date for receipt of RFPs.
- E. Economy of Preparation.** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. 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 "Respondent complies" or "Respondent understands" should be avoided.

## Response Date

To be considered, sealed proposals must arrive at the location on or before the time and date specified in Section 4. **Requests for extension of the submission date will not be granted.** Respondents mailing proposals should allow ample delivery time to assure timely receipt of their proposals.

## Clarification of RFP and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing or via email** pursuant to the instructions in Section 1 of this RFP. Questions and answers will be provided to all registered Respondents who have received RFPs and must be acknowledged in the RFP response. No contact will be allowed between the Respondent and any other member of the County or Agent about this RFP during the RFP process unless specifically authorized in writing by the RFP Coordinator. Prohibited contact may be grounds for Respondent disqualification.

## Addenda to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all Respondents that received the original RFP and registered their contact information. **An acknowledgment of such addenda, if any, must be submitted with the RFP response. Only those Respondents who have registered for this RFP by emailing their contact information to [purchasing@mapcoparking.com](mailto:purchasing@mapcoparking.com) will receive addenda, if issued.** Addendums will also be posted on <https://www.mapcoparking.com/procurement/>

## Organization of Proposal

This section outlines the information that must be included in your response. Please respond with your information in the same order as the items in the section. Each section shall be tabbed according to the numbering system shown below to aid in expedient information. Information considered “confidential” or “proprietary” must be stamped so on each page.

- A. Transmittal Letter.** Each response to the RFP should be accompanied by a letter of transmittal not exceeding two (2) pages that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Respondent to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the Respondent's contact person.
- B. Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.
- C. Company Information.** Provide information related to your company and any companies you are proposing to use as sub-contractors. Specifically address the following:
  1. Year the company was organized.
  2. Identification of company ownership.
    - a. Functions and location of your nearest regional office to Monroe County. Identify the location of your company's headquarters.
    - b. Documentation of Minority and Women-Owned Business Enterprise (MWBE) and/or Disadvantaged Business Enterprise (DBE) ownership status.
    - c. Both the State and Federal governments have programs for the certification of small businesses that are owned by Veterans or Service-Disabled Veterans.

The Federal program certifies Veteran-Owned Small Business (VOSB) and Service-Disabled Veteran-Owned Small Business (SDVOSB), and the New York state program certifies Service-Disabled Veteran-Owned Business (SDVOSB). The goal of this requirement is to acknowledge local businesses that have achieved these designations. Respondents should provide documentation of certification, if applicable.

3. Total gross revenues of the company covering the last three years. The County reserves the right to request additional financial information during the proposal review process.
4. Anticipated growth of your organization including expansion of the client base and acquisitions.
5. Any conflicts of interest that may affect the County's potential selection of, or entering into an agreement with, your organization, i.e., your organization currently holds an agreement with the County for other services, a relative of any employee of the Respondent is a member of the selection committee, etc.
6. Any disputes or litigations as a result of services provided for Monroe County, either through a direct contract with Monroe County or as a subcontractor to another entity contracting with Monroe County.

**D. Experience.** Provide information that clearly demonstrates your organization's prior experience and background (both business and technical) in engagements similar to this project. This section must include:

1. A list of all public sector clients in the State of New York. Include the following information for each public sector client:
  - a. Name and address of the client;
  - b. Dates of engagement for the client;
  - c. Approximate annual budget;
  - d. Name, telephone number and email address of contact person;
2. A list of all agreements either directly with Monroe County, or as a subcontractor for another agency's agreement with Monroe County. Include the following information:
  - a. Name and address of the agency or Monroe County Department;
  - b. Services provided;
  - c. Dates of engagement;
  - d. Approximate annual budget;
  - e. Name, telephone number and email address of contact person;
3. Résumés for the key personnel to be involved in providing services to the County.

**E. Qualifications.** Provide information that clearly demonstrates your organization is qualified and competent to provide the requested services:

1. Résumés for the key personnel to be involved in providing services to MAPCO.

2. List any licenses, certifications, or education required to perform this work.
3. Availability and method(s) of contact of account representative(s) and/or customer service

**F. References.** A list of at least three (3) references (name, title, business, address, telephone number, e-mail address) each of whom can confirm the applicant's ability to provide the Scope of Services listed in this RF.

**G. Schedule and Work Plan.** Respondent must submit a detailed Project Narrative and Work Plan that describes:

1. Its expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed;
2. how its proposed services and proposed work plan will meet the tasks and deliverables as described in Section 2 of this Request for Qualifications;
3. proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.

**H. Cost Sheet (Exhibit 1)** A detailed sheet specifying all fees and/or unit costs that are associated with the scope of design. The proposal should be itemized, and pricing information should not appear in any other section of the proposal. this RFP's Scope described herein for the initial two-year Agreement, as well as each of the two (2) potential one-year options.

**I. Exceptions to the Standard Professional Services Contract (Exhibit 2).** For all exceptions to the Standard Professional Services Contract, the Respondent must indicate the section number of any requirement to which an exception is being taken and an explanation of their position. It is not intended that new contract wording be proposed by the Respondent, but rather that the Respondent explain their position so that the conflict can be evaluated. If no exceptions are noted, the Respondent is presumed to have agreed with all sections of the standard contract.

**J. Insurance Requirements.** The Proposer shall procure and maintain at its own expense, the following coverage and provide proof of current coverage in the form of Certificate(s) of Insurance or other document(s) acceptable to the County Attorney: insurance the type and 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 Proposer or by its subcontractors.

The successful Proposer shall furnish to MAPCO a certificate or certificates of insurance in a form satisfactory to the Monroe County Attorney showing that it 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. Except for Worker's 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:** The Proposer agrees to provide MAPCO with proof of New York State Workers' Compensation Insurance in the form of a Certificate provided to MAPCO or provide evidence of a self-insurance program satisfactory to the County Attorney. "ACORD" forms are not accepted as proof of Workers' Compensation. Acceptable forms are C-105.2 (insurance carrier), U-26.3 (State Insurance Fund), SI-12 or GSI-105.2 (if self-insured).

The Proposer 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 insurance, if required by law; professional and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 and \$2,000,000 aggregate; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage and \$2,000,000 aggregate. Original certificates evidencing such coverage and indicating that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to MAPCO, shall be delivered to MAPCO the final award and original renewal certificates conforming to the requirements of this section shall be delivered to MAPCO at least sixty (60) days prior to the expiration of such policy or policies of insurance.

The Contractor's general liability and professional liability insurance and automobile liability insurance shall provide for and name MAPCO and the Monroe County Airport Authority as an additional insured. 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 MAPCO.

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

All insurance policies required to be carried under this Agreement by the Proposer shall provide that (and any certificate evidencing the existence of any insurance policies shall certify that) unless MAPCO shall have been given thirty (30) days written notice of any cancellation, failure to renew, or material change as the case may be, the insurance shall not be canceled and shall continue in full force and effect, and no material change may be made in the insurance policy.

- b. CASUALTY INSURANCE If the Proposer has property insurance coverage covering their own property or the property of others, then all such policies shall include a waiver by the insurer of all right of subrogation against MAPCO and the County in connection with any damage or injury thereby insured against, even if such damage or injury shall be brought about by the fault or negligence of MAPCO or the County, or their respective employees, agents or patrons, as long as the same is attainable.

Such policy or policies shall identify MAPCO, Monroe County and the Monroe County Airport Authority as additional insured. Whenever more than \$1,000,000 liability insurance is required by this Agreement, the excess may be covered by an umbrella policy. The Proposer 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.

- K. MWBE Utilization Plan.** Each Respondent shall prepare and submit a Utilization Plan (Appendix D) in connection with its proposal and the proposed Contract. The Utilization Plan shall identify Certified Businesses, if known, that have committed to perform work in connection with the proposed Contract as well as any such Certified Businesses, if known, which the Respondent intends to use in connection with the Respondent's performance of the proposed Contract. The Utilization Plan shall specifically contain a list, including the name, address and telephone number, of each Certified Business with which the Respondent intends to subcontract. The attached MWBE Solicitation Log, found in the Monroe County Airport Required Forms section, Appendix E, can be used to document good faith efforts.

- L. An executed **Offerer Disclosure of Prior Non-Responsibility Determinations** in the form attached hereto.
- M. An executed **Affirmation of Understanding and Agreement of Permissible Contracts** in the form attached hereto.
- N. An executed **Certification Regarding Debarment, Suspension and Responsibility** in the form attached hereto.
- O. An executed **Monroe County Equal Pay Certification** in the form attached hereto.

**Evaluation and Respondent Responsibility**

**Method of Evaluation**

- A. **Evaluation Committee.** Selected personnel from MAPCO and Authority will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFP and make a recommendation for the award.
- B. **Evaluation and Selection Criteria.** All properly prepared and submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Respondent with whom a contract may be signed. Responses to this RFP will be evaluated according to criteria that MAPCO and the Authority deem pertinent to these services and each criteria will be weighted 1-3 (3 being the highest weight and most important). Each criteria will be rated on a scale of 0/1 to 5, with 5 being the highest score. Criteria may include, but not be limited to, the following:
  - Understanding of and Approach to the Project (weight 2)
  - Specific Experience on Similar Projects (weight 3)
  - General Technical and Professional Competence (weight 3)
  - Capacity and Availability to Perform All Services (weight 2)
  - Local Office/Support (weight 1)
  - Proposed Fees (Cost Sheet) (weight 2)
  - MWBE/DBE Utilization (weight 2)
  - Veteran Owned Business (VOSB/SDVOSB) (weight 2)

The selection committee may consider other pertinent criteria if it deems appropriate. Weights will be assigned by the selection committee. Examples of other pertinent criteria include the following:

- Previous Performance Record (County Projects)
  - Knowledge of County Facilities and Operations
  - Other Pertinent Criteria
- C. **Contract Approval Process.** Respondents must be aware that any contract resulting from this request for proposals is subject to prior approval by the Monroe County Airport Authority.

**Oral Presentation**

Respondents who submit a proposal may also be required to make an oral presentation of their proposal. These presentations will provide an opportunity for the Respondent to clarify their proposal to ensure a thorough mutual understanding. At the same time, MAPCO is under no obligation to offer any Respondent the opportunity to make such a presentation.

**Investigations**

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

## SECTION 5 – MWBE REQUIREMENTS

### **MWBE Goals and Utilization Plan**

The successful Respondent shall employ its best efforts to subcontract at least twelve percent (12%) of the total cost of services to Minority-Owned Business Enterprises that are Certified Businesses (“MBE”) and three percent (3%) of the total cost of services to Women-Owned Business Enterprises that are Certified Businesses (“WBE”) each year of the Contract. Each prospective Respondent shall submit with its proposal a Utilization Plan identifying with whom the Respondent would subcontract and the dollar amount of such subcontract. This Section and the successful Respondent’s Contract shall be subject to the requirements of Chapter 26 of the Monroe County Code (Gantt’s Law for Utilization of Minority and Women-Owned Businesses).

In the event a Respondent is a MBE, such Respondent shall remain subject to the goal of subcontracting at least three percent (3%) of the total cost of services to a WBE. In the event a Respondent is a WBE, such Respondent shall remain subject to the goal of subcontracting at least twelve percent (12%) of the total cost of services to a MBE. In the event a Respondent is both a MBE and WBE, the Respondent shall choose one of the two designations and shall remain subject to the subcontracting best efforts requirement for the designation not chosen.

### **Definitions**

**“Certified Business”** – shall mean a business verified as a Minority or Women-Owned Business Enterprise pursuant to § 26-4 of the Monroe County Code and/or a business certified by New York State pursuant to Article 15-a of the New York State Executive Law.

**“Minority Group Members”** – shall mean a United States citizen or permanent resident alien who has and can demonstrate membership in one of the following groups:

1. Black persons having origins in any of the Black African racial groups;
2. Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American Descent of either Indian or Hispanic origin, regardless of race;
3. Native American or Alaskan native persons having origins in any of the original peoples of North America;
4. Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

**“Minority-Owned Business Enterprise”** – shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

1. at least fifty-one percent owned by one or more minority group members;
2. an enterprise in which such minority ownership is real, substantial and continuing;
3. an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
4. an enterprise authorized to do business in the State of New York state and independently

owned and operated.

**“Utilization Plan”** - shall mean a plan prepared by each Respondent and submitted in connection with its proposal and the proposed Contract. The utilization plan shall identify certified businesses, if known, that have committed to perform work in connection with the proposed Contract as well as any such certified businesses, if known, which the Respondent intends to use in connection with the Respondent’s performance of the proposed Contract. The plan shall specifically contain a list, including the name, address and telephone number, of each Certified Business with which the Respondent intends to subcontract.

**“Women-Owned Business Enterprise”** – shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

1. at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
2. an enterprise in which the ownership interest of such women is real, substantial and continuing;
3. an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
4. an enterprise authorized to do business in the State of New York state and independently owned and operated.

### **Waivers**

Any requests for waivers from these requirements shall be governed by § 26-12 of the Monroe County Code. Notwithstanding the foregoing, the County reserves the right to determine, in its sole discretion: (1) to waive the requirements of Section 4.1, above, for municipal corporations, school districts, district corporations, boards of cooperative educational services, utilities, not-for-profit corporations, and publicly traded companies, and/or (2) that it is not in the County’s interest to permit subcontracting under the proposed Contract.

### **Disqualification of Proposal**

Without limiting other grounds for the disqualification of proposals on the basis of no responsiveness and/or non-responsibility, the County may disqualify a Respondent’s proposal as nonresponsive and/or non-responsible for failure to provide a complete Utilization Plan and/or remedy noted deficiencies in the Respondent’s Utilization Plan within ten days after receiving notification of such failure and/or deficiencies from the County.

### **Enforcement of Contract**

Upon receipt of a complaint that the successful Respondent has violated § 26-12 of the Monroe County Code, including but not limited to a failure or refusal to comply with Minority and Women-Owned Business Enterprise participation requirements as set forth in the County Contract, the County’s Director of Diversity, Equity and Inclusion shall send a notice of deficiency to said successful Respondent setting forth the facts and circumstances giving rise to the complaint. If the successful Respondent fails to cure or otherwise address the complaint within fifteen (15) days of receiving notice thereof, the County shall have the right to cancel, terminate, or suspend the Contract in whole or in part, and/or seek any other remedy afforded to the County in law or in equity.

## SECTION 6 - GENERAL INFORMATION FOR THE RESPONDENT

### Reservation of Rights

MAPCO reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Respondent proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of MAPCO. MAPCO is not committed, by virtue of this solicitation, to award a contract, or to procure or contract for services. The proposals submitted in response to this solicitation become the property of MAPCO. If it is in its best interest to do so, the MAPCO reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Respondents. The Respondent selected will be chosen on the basis of greatest benefit to MAPCO as determined by an evaluation committee.
- B. Negotiate contracts with the selected Respondents.
- C. Award a contract to more than one Respondent.

### Contract Negotiation

Negotiations may be undertaken with those Respondents whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this solicitation. The contract that may be entered into will be the most advantageous to MAPCO, price and other factors considered. MAPCO reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the Authority.

### Acceptance of Proposal Content

The contents of the proposal of the successful Respondent may become contractual obligations, should a contract ensue. Failure of a Respondent to accept these obligations may result in cancellation of the award. The awarded Respondent will be required to provide MAPCO with a *Word* version of its final proposal.

### Prime Responsibilities

**The selected Respondent will be required to assume responsibility for all services offered in its proposal whether or not provided by them.** The selected Respondent will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors. Further, the MAPCO shall approve all subcontractors and will consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### Property Rights

For purposes of this document and for the contract, the term "Work" is defined as all data, records, files, information, work products, discs or tapes developed, produced or generated in connection with the services to be provided by the Respondent. The Authority and the Respondent intend the contract to be a contract for services and each considers the Work and all documentation or other products and results of the services to be rendered by the Respondent to be a work made for hire. In submitting a proposal in response to this solicitation, the Respondent acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the Authority.

The Respondent and the Respondent's employees shall have no rights in or ownership of the Work and all documentation or other products and results of the services or any other property of the Authority.

Any property or Work not specifically included in the Contract as property of the Respondent shall constitute property of the Authority.

In addition to compliance with the right to audit provisions of the contract, the Respondent must deliver to the Authority, no later than the twenty-four (24) hours after receipt of the Authority's written request for same; all completed, or partially completed, Work and any and all documentation or other products and results of the services under such contract. The Respondent's failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of the Authority, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, work or other such information, if such extension is in the best interests of the Authority.

The Respondent will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of Mapco.

### **Contract Payment**

Actual terms of payment will be the result of agreements reached between Mapco and the Respondent selected.

### **News Release**

News releases pertaining to this RFQ or the services to which it relates will not be made without prior approval by the Authority.

### **Notification of Respondent Selection**

All Respondents who submit proposals in response to this solicitation will be notified by the Coordinator of acceptance or rejection of their proposal.

### **Independent Price Determination**

- A. By submission of a proposal, the Respondent certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:
  - (1) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, with any other Respondent or competitor for the purpose of restricting competition; and
  - (2) No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- B. Each person signing the proposal certifies that:
  1. They are the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal and they have not participated and will not participate in any action contrary to A.1 and A.2 above; or
  2. They are not the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to A.1 and A.2 above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to A.1 and A.2 above.

- C. A proposal will not be considered for award if the sense of the statements required in the proposal has been altered to delete or modify A.1 and A.2 above.

### **Incurring Costs**

MAPCO and the Authority are not liable for any costs incurred by Respondent prior to the effective date of the contract.

### **Material Submitted**

All right, title and interest in the material submitted by the Respondent as part of a proposal shall vest in Authority upon submission of the Respondent's proposal to Authority without any obligation or liability by Authority to the Respondent. Authority has the right to use any or all ideas presented by a Respondent.

Authority reserves the right to ownership, without limitation, of all proposals submitted. However, because Authority could be required to disclose proposals under the New York Freedom of Information Law (Public Officers Law §§ 84 – 90), Authority will, to the extent permitted by law, seek to protect the Respondent's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law § 87, Authority will deny public access to Respondent's proposal to the extent the information constitutes a trade secret, which if disclosed would cause substantial harm to the Respondent's competitive position, provided the Respondent identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Respondent's competitive position.

### **Indemnification**

The Respondent shall defend, indemnify and save harmless the Authority, the County, its officers, agents, servants 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 Authority 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 Respondent, its agents or employees, the provision of any products by the Respondent, its agents or employees, arising from any act, omission or negligence of the Respondent, its agents or employees, or arising from any breach or default by the Respondent, its agents or employees under the Agreement resulting from this RFQ. Nothing herein is intended to relieve the Authority from its own negligence or misfeasance or to assume any such liability for the Authority by the Respondent.

## **Proposal Certification**

The Respondent must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the Authority must be borne by the Respondent. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Respondent.

## **Addenda to RFP: Additional Information, Clarification and/or Revision**

Other than the information contained in this Request for Proposal, all other information will be issued to Vendors of record in the form of Addenda hereto. It is the responsibility of each Responder to be properly registered with MAPCO Auto Parks, Agent for the Monroe County Airport Authority by contacting [purchasing@mapcoparking.com](mailto:purchasing@mapcoparking.com).

Questions, comments and requests regarding this RFP must be submitted in writing or e-mail to:

Jillian Gauer  
Purchasing Coordinator  
488 White Spruce Boulevard  
Rochester, NY 14623-1680  
Fax: (585) 292-4899  
[purchasing@mapcoparking.com](mailto:purchasing@mapcoparking.com)

All questions, requests and comments must be received no later than 3:00 p.m. on September 27, 2022. Questions received by the deadline shall be responded to by a written Addenda issued on or before October 3, 2022, providing the response is substantive to the RFP.

For clarifications a copy of both the question(s) and response(s) will be sent and, if there are any revision(s) to the RFP, the applicable revised page(s) will be sent to all registered Vendors. It is strongly advised that respondents provide an e-mail address to ensure that Addenda will be received in a timely manner. No oral responses shall be made by MAPCO or its agents on substantive questions nor should any oral responses be relied upon by any Vendors with respect to any request for clarification.

MAPCO reserves the right to waive the time period within which to receive and respond in writing to requests for clarification when it is in the best interest of MAPCO. An acknowledgment of each Addenda, if any, must be submitted with the RFP proposal.

EXHIBITS

**Exhibit 1 – Cost Sheet**

See Sections 3 for Scope of Designs

<b>Description</b>	<b>Price</b>
<b>A. Servers:</b>	\$
<b>B. Storage:</b>	\$
<b>C. Data Protection, Backup &amp; Disaster Recovery:</b>	\$
<b>D. Management:</b>	\$
<b>E. Supply:</b>	\$
<b>F. Installation:</b>	\$
<b>G. Training:</b>	\$
<b>H. Support – Warranties:</b>	\$
<b>I. Documentation:</b>	\$

Use additional sheet if required

**Total of all items: \$ \_\_\_\_\_**



## APPENDIX SECTIONS

A: SAMPLE PROFESSIONAL SERVICES AGREEMENT

B: STANDARD CLAUSES FOR COUNTY CONTRACTS

C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND RESPONSIBILITY

D: MONROE COUNTY EQUAL PAY CERTIFICATION

E: MWBE UTILIZATION PLAN

F: MONROE COUNTY AIRPORT AUTHORITY REQUIRED FORMS

**APPENDIX A.**

**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

The Authority contemplates that, in addition to all terms and conditions described in this RFQ, final agreement between the Authority and the selected Respondent will include, without limitation, the terms contained in this Appendix A, Sample AVIATION RELATED LEGAL SERVICES Agreement.

Respondents should note that, at a minimum, all the contractual provisions included in the sample contract herein will automatically be deemed part of the final Contract. Although such provisions will govern all proposals as submitted, the Authority may later amend such provisions. The sample contract is included so that all proposals will be governed by the same contractual terms.

THIS AGREEMENT, which shall be deemed to be dated as of the date the last party executed this agreement, by and between MONROE COUNTY AIRPORT AUTHORITY, a New York public benefit corporation, with offices at 1200 Brooks Avenue, Rochester, New York 14624, hereinafter referred to as the "MCAA" and \_\_\_\_\_, with offices at \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH:**

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

**WHEREAS**, the Authority issued a Request for Qualifications ("RFQ") concerning title on \_\_\_\_\_, which shall be incorporated into this Agreement and in the event of a conflict in terms of language the Agreement shall prevail; and

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

**WHEREAS**, the Administrative Director of the Monroe County Airport Authority is authorized to execute this Contract pursuant to Resolution No. \_\_ of 202\_, adopted by the Authority on \_\_\_\_\_; and

**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 the Monroe County Airport Authority as additional insured along with Monroe County.

**II. SCOPE OF SERVICES**

The Contractor shall provide \_\_\_\_\_ for the Authority at the Greater Rochester International Airport (ROC), 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 **term**.

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 Authority or to any other person with respect to those services specified in this Agreement. Upon termination of this Agreement, the Authority shall be obligated to pay the Contractor for services only performed through the date of termination. Following such payment, the Authority shall have no further obligations to the Contractor under this Contract.

### **IV. PAYMENT FOR SERVICES**

The Authority agrees to pay the Contractor, and the Contractor agrees to be paid, a sum in full satisfaction of all expenses and compensation due the Contractor a sum not to exceed \_\_\_\_\_ for Year 1 of the initial term as defined under “Term of Contract”.

For the initial term and any renewal(s), the Contractor will be paid in accord with each respective year’s Fee Schedule as first submitted in the Contractor’s Statement of Qualifications which is attached hereto and made part of this contract as Appendix “C”.

The Contractor will submit properly completed and executed Monroe County Airport Authority claim vouchers setting forth in detail the services provided by the Contractor, supported with information and/or documentation necessary to substantiate the voucher. Failure to abide by these requirements could result in delay of payment to the Contractor or could result in non-payment.

Each submitted invoice and voucher will be approved by the Director of Aviation or his duly designated representative and audited by the Monroe County Controller. Invoices will be processed monthly at the end of the month with the term of net 30.

The Authority 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 the Authority. These records shall be subject at all reasonable times to inspection, review or audit by the Authority, the State of New York and other personnel duly authorized by the Authority. These records shall be maintained for the period set forth in the State regulations.

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

**MONROE COUNTY AIRPORT AUTHORITY**

By\_\_\_\_\_

Andrew G. Moore

Administrative Director

**CONTRACTOR**

By\_\_\_\_\_

Name:

Title:

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 202\_, before me, the undersigned, a Notary Public in and for said State, personally appeared **Andrew G. Moore**, 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 New York )  
County of Monroe ) ss:  
City of Rochester )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 202\_, 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 B**

### **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, licenser, 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 AND FAMILY LEAVE BENEFITS**

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. Such coverage may be fulfilled via a combination of primary and excess or umbrella liability policies. 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.

The Contractor will also provide proof duly subscribed by an insurance carrier in a form satisfactory to the Chair of the Worker's Compensation Board that the payment of family leave benefits for all its employees required under New York law to receive such benefits has been secured.

**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 employees, agents or subcontractors, the provision of any products by the Contractor, its employees, agents or subcontractors, arising from any act, omission or negligence of the Contractor, its employees, agents or subcontractors, or arising from any breach or default by the Contractor, its employees, agents or subcontractors 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 as, 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 therefor. 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 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Uniform Grant Guidance) Subpart F 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 Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) 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 Uniform Grant Guidance) 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 Uniform Grant Guidance) to the County.

If on a cumulative basis the Contractor expends less than Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) 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 303 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. Contractor may retain all pertinent records in electronic format provided written notice is provided to the County that such method will be used. Retention of electronic records shall be for a period of ten (10) years after final payment.

## **Section 9. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN**

- a. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, and will undertake or continue taking steps to ensure that minority group members and women are afforded equal employment opportunities without discrimination, including but not limited to recruitment, employment, job assignments, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- b. At the request of the County, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status.
- d. The Contractor shall include the provisions of Subsections a. through c. of this Section 9 in every subcontract in such a manner that the provisions will be binding upon each subcontractor as to all work done in connection with the Agreement.
- e. 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 further agrees that neither it, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall, by reason of race, creed, color, disability, sex, or national origin: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) 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, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall by reason of race, creed, color,

national origin, age, sex or disability: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) discriminate against or intimidate any employee hired for the performance of work under this contract. In addition to all other rights and remedies under law and in equity, the Contractor shall be subject to penalties by the County of \$50.00 per person per day for any violation of Section 220-e and/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 10. 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 11. CONFIDENTIAL INFORMATION**

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.

**Scope of Use**

Contractor shall not, without prior authorization from the County, acquire, use or copy, in whole or in part, any Confidential Information.

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.

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.

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.

#### **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.

#### **Freedom of Information Law**

This subsection a(3) of Section 11 shall apply only after written notice by the Contractor that certain information provided to the County is Contractor's Confidential Information. In the event that the County or any of the County's members, officers, agents or representatives is requested or required (by oral question, interrogatory, request for information or document in a legal proceeding, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information relative to Contractor, the County shall provide Contractor with prompt written notice of any such request or requirement so that Contractor may seek a protective order or other appropriate remedy and/or waive compliance with this provision of the Agreement. Furthermore, in recognition of the fact that the County is subject to laws requiring disclosure of public documents, including the Freedom of Information Law ("FOIL"), the parties agree that in the event that the County receives a request or order for the release of Contractor's Confidential Information, the County shall provide Contractor with prompt notice thereof so that Contractor may seek a protective order or other appropriate remedy prior to such disclosure, if Contractor chooses to do so. If, in the absence of a protective order or waiver from Contractor, the County is nonetheless, in the opinion of the County Attorney and after consultation with Contractor, compelled to disclose some portion of the Contractor's confidential information, the County may disclose such information to such person without penalty under the terms of this Agreement and shall immediately advise Contractor of such disclosure.

#### **Section 12. FEDERAL, STATE AND LOCAL LAW AND REGULATORY 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, including but not limited to any and all reporting requirements, 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).

The Contractor is responsible for ensuring compliance with New York State Labor Law Section 201-g and Executive Law Section 296-d. Upon request by the County, the Contractor shall provide evidence of compliance with the sexual harassment training required under Labor Law Section 201-g for all its employees performing work under this Agreement.

To the extent that State-funds/State-authorized payments (SF/SAP) received are used to pay for program services by covered providers, any subcontractors or sub-awardees shall be made aware of the provisions of the regulations of 9 NYCRR Part 6157 - "Limits on Administrative Expenses and Executive Compensation". Additionally, Contractor and any subcontractors shall review as appropriate Executive Order No. 38, which can be located at <http://executiveorder38.ny.gov>.

**Section 13. EQUAL PAY CERTIFICATION**

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

**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**

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.

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, 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**

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.

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**

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

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.

Attached to this Agreement and incorporated herein is the Certification Regarding Debarment, Suspension and Responsibility/Certification Regarding Monroe County Procurement Policy and Consequences for Violation.

The Contractor agrees that this Agreement may be made available to the public and searchable online in a digital format.

-----END OF PAGE-----

## APPENDIX C

### 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 (3) 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 (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

### CERTIFICATION REGARDING MONROE COUNTY PROCUREMENT POLICY AND CONSEQUENCES FOR VIOLATION

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

5. Have read and understand the Monroe County Procurement Policy and agree to abide by its terms (<http://www2.monroecounty.gov/purch-overview.php>);
6. Understand that any violation of the Monroe County Procurement Policy may result in the exclusion of any response to a public bid, Request for Proposals (RFP) or Request for Qualifications (RFQ) submitted on our behalf; and
7. Understand that any contract or agreement entered into subsequent to a violation of this policy during the procurement process is null and void.

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

\_\_\_\_\_  
[Print Name of Contractor]

By:

\_\_\_\_\_  
[Signature]

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

**APPENDIX D**

**MONROE COUNTY EQUAL PAY CERTIFICATION**

The undersigned certifies, to the best of his/her knowledge, that the Contractor:

1. Compensates its employees in compliance with the Federal Equal Pay Act, 29 USC § 206, and the New York State Labor Law § 194, as amended from time to time (“Equal Pay Laws”).
2. Has not been subject to an adverse finding by the United States Department of Labor, New York State Department of Labor or a court of law with regard to the Equal Pay Laws within the previous five years (“Adverse Finding”). If the Contractor has been subject to an Adverse Finding, the Contractor shall immediately disclose in writing the outcome and circumstances of such Adverse Finding to the County Purchasing Manager at the following address: Room 200, County Office Building, 39 West Main Street, Rochester, New York 14614.
3. Is not the subject of any currently pending claims involving the Equal Pay Laws. If the Contractor is the subject of any currently pending claims involving the Equal Pay Laws, the Contractor shall immediately disclose in writing to the County’s Purchasing Manager the nature and status of such claims.
4. Acknowledges that the violation of one or more of the Equal Pay Laws or its filing of a false or misleading Monroe County Equal Pay Certification during the term of the Contractor’s agreement with Monroe County may constitute grounds for the County in its sole discretion to immediately terminate such agreement with the Contractor and for determining the Contractor to be not qualified to participate in future Monroe County contracts.
5. Acknowledges that the Contractor will cooperate with the County’s compliance monitoring and periodic auditing of Certifications provided by the Contractor to the County.

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

\_\_\_\_\_  
[Print Name of Contractor]

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

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

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

9/4/2020

**APPENDIX E**

***MWBE Utilization Plan***

**CONTRACTOR'S DETAILED MBE/WBE UTILIZATION PLAN**

<u>CONTRACTOR</u>			<u>CONTRACT</u>		
NAME:			PROJECT NAME:		
ADDRESS:			CONTRACT DESCRIPTION:		
CONTACT PERSON:					
PHONE:					

**PROJECTED MBE/WBE CONTRACT SUMMARY**

**MINORITY BUSINESS ENTERPRISE**

TOTAL DOLLAR VALUE OF THE PRIME CONTRACT: \$ \_\_\_\_\_

CONTRACT MBE PERCENTAGE GOAL: \_\_\_\_\_ %

MBE PERCENTAGE/AMOUNT APPLIED TO THE CONTRACT: \$ \_\_\_\_\_

TOTAL MBE DOLLAR AMOUNT PROJECTED: \$ \_\_\_\_\_

MBE DOLLAR AMOUNT UNABLE TO MEET: \$ \_\_\_\_\_

**WOMEN BUSINESS ENTERPRISE**

TOTAL DOLLAR VALUE OF THE PRIME CONTRACT: \$ \_\_\_\_\_

CONTRACT WBE PERCENTAGE GOAL: \_\_\_\_\_ %

WBE PERCENTAGE/AMOUNT APPLIED TO THE CONTRACT: \$ \_\_\_\_\_

TOTAL WBE DOLLAR AMOUNT PROJECTED: \$ \_\_\_\_\_

WBE DOLLAR AMOUNT UNABLE TO MEET: \$ \_\_\_\_\_

**Contractor Utilization Plan Checklist**

Utilization Plan: Please be specific and provide detail of the work being performed by M/WBEs

Letters of Intent: Signed form must be submitted for each M/WBE scheduled to participate.

Request for M/WBE Utilization Waiver: Must be submitted if there is any amount listed under the MBE or WBE Dollar Amount Unable to Meet

---

**DEI/MWBE USE ONLY**

Plan Approved: \_\_\_\_\_ Plan Disapproved: \_\_\_\_\_ Waiver Granted: \_\_\_\_\_ Waiver Denied: \_\_\_\_\_

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

**CONTRACTOR'S DETAILED MBE/WBE UTILIZATION PLAN (cont'd)**

**SECTION I-MBE PARTICIPATION**

MBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
NAME:				CONTRACT AMOUNT:
ADDRESS:		DATE OF CONTRACT:		
		SCHEDULE START DATE:		
		PAYMENT SCHEDULE:		
CONTACT PERSON:		COMPLETION DATE:		
PHONE:				
NAME:			CONTRACT AMOUNT:	
ADDRESS:			DATE OF CONTRACT:	
			SCHEDULE START DATE:	
			PAYMENT SCHEDULE:	
CONTACT PERSON:			COMPLETION DATE:	
PHONE:				
NAME:			CONTRACT AMOUNT:	
ADDRESS:			DATE OF CONTRACT:	
			SCHEDULE START DATE:	
			PAYMENT SCHEDULE:	
CONTACT PERSON:			COMPLETION DATE:	
PHONE:				

**CONTRACTOR'S DETAILED MBE/WBE UTILIZATION PLAN (cont'd)**

**SECTION II-WBE PARTICIPATION**

MBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
NAME:			CONTRACT AMOUNT:	
ADDRESS:			DATE OF CONTRACT:	
			SCHEDULE START DATE:	
			PAYMENT SCHEDULE:	
CONTACT PERSON:			COMPLETION DATE:	
PHONE:				
NAME:			CONTRACT AMOUNT:	
ADDRESS:			DATE OF CONTRACT:	
			SCHEDULE START DATE:	
			PAYMENT SCHEDULE:	
CONTACT PERSON:			COMPLETION DATE:	
PHONE:				
NAME:			CONTRACT AMOUNT:	
ADDRESS:			DATE OF CONTRACT:	
			SCHEDULE START DATE:	
			PAYMENT SCHEDULE:	
CONTACT PERSON:			COMPLETION DATE:	
PHONE:				

**MINORITY AND WOMEN'S BUSINESS ENTERPRISE**  
**LETTER OF INTENT**

PROJECT: \_\_\_\_\_

TO: \_\_\_\_\_  
(Name of Bidder)

The undersigned intends to perform work in connection with the above project as (Check one choice on each side):

\_\_\_\_\_ Minority \_\_\_\_\_ Woman

The undersigned M/WBE is prepared to perform the following described work in connection with the above project:

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

at the following price: \_\_\_\_\_

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Projected Start Date: \_\_\_\_\_

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

With respect to the proposed subcontract described above, \_\_\_\_\_% of the dollar value of such subcontract will be sublet and/or awarded to non-M/WBE contractors or non-M/WBE suppliers. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the County of Monroe.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of M/WBE Contractor

\_\_\_\_\_  
Authorized Signature



**APPLICATION FOR WAIVER OF M/WBE PARTICIPATION GOAL**

<b>Section 1: Basic Information</b>			
Contractor's Name:		Federal Identification Number:	
Street Address:		E-Mail Address:	
City, State, Zip Code:		Telephone:	
Project Name or Contract Number:	<b>M/WBE CONTRACT GOALS</b>		
	MBE %	WBE %	
<b>Section 2: Type of M/WBE Waiver Requested</b>			
MBE Waiver	<input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised MBE percentage:
WBE Waiver	<input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised WBE percentage:
Please explain the reason for the waiver request (additional pages may be attached):			
<b>Section 3: Supporting Documentation</b>			
Provide the following documentation as evidence of your good faith efforts to meet the M/WBE goals set forth in the contract and in support of your waiver application. If Attachment F is applicable, you must include the date on the space provided and also copies of the notice of application receipt.			
<input type="checkbox"/> <b>Attachment A.</b> List of the general circulation, trade and M/WBE-oriented publications and dates of publications soliciting for certified M/WBE participation as a subcontractor/supplier and copies of such solicitation. <input type="checkbox"/> <b>Attachment B.</b> List of the certified M/WBEs appearing in the State M/WBE Directory or Monroe County M/WBE Directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified M/WBEs were not selected. <input type="checkbox"/> <b>Attachment C.</b> Descriptions of the contract documents/plans/specifications made available to certified M/WBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified M/WBEs. <input type="checkbox"/> <b>Attachment D.</b> Description of the negotiations between the contractor and certified M/WBEs for the purposes of complying with the M/WBE goals of this contract. <input type="checkbox"/> <b>Attachment E.</b> Identify dates of any pre-bid, pre-award, or other meetings attended by contractor, if any, scheduled by Monroe County with certified M/ WBEs. <input type="checkbox"/> <b>Attachment F.</b> Waiver Pending ESD or Monroe County Certification (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with New York State or Monroe County). Date of such filing with New York State: Must provide a copy of notice of application receipt issued by Empire State Development (ESD) or an application statement form DEI/M/WBE. <input type="checkbox"/> <b>Attachment G:</b> List of all proposed subcontractors and the scope of work they will perform, regardless of certification status. <input type="checkbox"/> <b>Attachment H.</b> Any additional information that may be considered in this request.			
<b>Section 4: Signature and Contact Information</b>			
By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.			
Prepared By: (Signature)			Date:
Name and Title of Preparer (Print or Type)			

**FOR DEI/MWBE USE ONLY**

Reviewed By:	Date:
--------------	-------

Decision:

- Full MBE waiver granted
- Partial MBE waiver granted; revised MBE goal: \_\_\_\_\_%
- MBE waiver denied
- Full WBE waiver granted
- Partial WBE waiver granted; revised WBE goal: \_\_\_\_\_%
- WBE waiver denied

Approved By:	Date:
--------------	-------

Date Notice of Determination Sent:

Comments:

**FOR Monroe County DEI/MWBE USE ONLY**

Reviewed By:	Date:
--------------	-------

Waiver Granted:

- Yes     No
- MBE     WBE
- Total Waiver
- Partial Waiver
- ESD/Monroe County Certification Waiver
- \*Conditional
- \*Notice of Deficiency Issued

Comments

**APPENDIX F.**

**MONROE COUNTY AIRPORT AUTHORITY**

**REQUIRED FORMS**

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



**MONROE COUNTY AIRPORT AUTHORITY**

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

**OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS, page 1 of 2**

NAME OF INDIVIDUAL OR ENTITY SEEKING TO ENTER INTO THE PROCUREMENT CONTRACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_

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

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 (4) years? (Please "X" or 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 "X" or 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 "X" or 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 "X" or circle)

NO

YES

# MONROE COUNTY AIRPORT AUTHORITY

Greater Rochester International Airport • Rochester • New York • 14624

## OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS, page 2 of 2

6. If yes in 5. above, 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)

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

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

# MONROE COUNTY AIRPORT AUTHORITY

Greater Rochester International Airport • Rochester • New York • 14624

## 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 Contractor Name]

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

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

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

\_\_\_\_\_ [Print Contractor Street Address]

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

### THE AUTHORITY'S RIGHT TO TERMINATE

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

# **MONROE COUNTY AIRPORT AUTHORITY**

## **PROCUREMENT DISCLOSURE POLICY**

**(Adopted August 16, 2006)**

### **Purpose**

This Procurement Disclosure Policy is adopted to bring the Monroe County Airport Authority (Authority) into compliance with State Finance Law Sections 139-j and 139-k (the "Statutes") and to provide for the implementation of such Statutes by the Authority.

### **Article 1**

#### **Definitions**

As used herein, the following terms shall have the meanings set forth below:

#### ***Article of Procurement***

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.

#### ***Contacts***

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 Procurement.

#### ***Governmental Entity***

(a) Any department, board, bureau, commission, division, office, council, committee or officer of the state, whether permanent or temporary; (b) each house of the state legislature; (c) the unified court system; (d) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (e) 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; (f) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the legislative law; or (g) a subsidiary or affiliate of such a public authority.

#### ***Governmental Procurement***

(a) The preparation or terms of the specifications, bid documents, request for proposals, or evaluation criteria for a Procurement Contract, (b) solicitation for a Procurement Contract, (c) evaluation of a Procurement Contract, (d) award, approval, denial or disapproval of a Procurement Contract, or (e) 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.

***Impermissible Contacts***

Contacts made by an Offerer shall be considered impermissible if the Offerer fails to satisfy the requirements of Article 4 and Article 5 hereof.

***Offerer***

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.

***Permissible Contacts***

Contacts made by an Offerer shall be considered permissible if the Offerer satisfies the requirements of Article 4 and Article 5 hereof.

***Procurement Contract***

Any contract or other agreement for an Article of Procurement involving an estimated annualized expenditure in excess of Fifteen Thousand Dollars (\$15,000). Grants, article eleven-B state finance law contracts (i.e., any contract providing for a payment under a program appropriation to a not-for-profit corporation), intergovernmental agreements, railroad and utility force accounts, utility relocation project agreements or orders and eminent domain transactions shall not be deemed Procurement Contracts.

***Procurement Officer***

This term shall have the meaning set forth in Article 3 hereof.

***Procurement Record***

This term shall have the meaning set forth in Article 6 hereof.

***Proposal***

Any bid, quotation, offer or response to a Governmental Entity's solicitation of submissions relating to a procurement.

***Restricted Period***

The period of time commencing with the earliest written notice, advertisement or solicitation of a proposal or bid, or any other method for soliciting a response from offerers intending to result in a procurement contract and ending with the final contract award and approval by the appropriate entity.

### ***Solicitation Materials***

This term shall have the meaning set forth in paragraph (a) of Article 4 hereof.

## ***Article 2*** ***Investigating Officer***

The Monroe County Attorney, Legal Advisor to the Authority, is hereby appointed as the Officer responsible for reviewing and investigating any allegations of violation of this policy or of the Statutes.

## ***Article 3*** ***Procurement Officers***

### **(Authorized Authority Contact Persons)**

The Members of the Authority hereby delegate to the Administrative Director the power to select a "Procurement Officer" for each and every Governmental Procurement (collectively, the "Procurement Officers"). The Administrative Director may either select the Procurement Officer at the time the Governmental Procurement commences or select a Procurement Officer in advance for each type or category of Governmental Procurement. Such Procurement Officer(s) shall be the designated "contact" person for Offerers during the Restricted Period surrounding each Governmental Procurement.

## ***Article 4***

### ***Contacts by Offerers***

All Contacts between an Offerer and the Authority during the Restricted Period for each Governmental Procurement shall be made through the applicable Procurement Officer, unless one of the following exceptions applies:

- (a) The submission of written proposals in response to a request for proposals, invitation for bids or any other method of soliciting a response from Offerers intending to result in a Procurement Contract (collectively, "Solicitation Materials");

- (b) The submission of written questions to a designated contact set forth in any Solicitation Materials, when all written questions and responses are to be disseminated to all Offerers who have expressed interest in the Solicitation Materials;
- (c) Participation in a conference provided for in any Solicitation Materials;
- (d) Complaints made in writing to the Administrative Director by an Offerer regarding the failure of the applicable Procurement Officer to respond in a timely manner to authorized Offerer Contacts, provided that such written complaints become part of the Procurement Record;
- (e) Offerers who have been tentatively awarded a contract and are communicating with the Authority for the sole purpose of negotiating the contract, so long as the Contact occurs after the Offerer has received notice of the tentative award;
- (f) Contact between designated Authority staff and an Offerer in which the Offerer requests the review of a procurement award;
- (g) Contacts by Offerers in protests, appeals or other review proceedings before the Authority seeking a final administrative determination, or in a subsequent judicial proceeding;
- (h) Complaints of alleged improper conduct in a Governmental Procurement to the Attorney General, Inspector General, District Attorney, or court of competent jurisdiction; or
- (i) Written complaints to the State Comptroller's Office during the process of contract approval, when the State Comptroller's approval is required by law, provided that such written complaints become part of the Procurement Record; and
- (j) Complaints of improper conduct in a Governmental Procurement conducted by a municipal agency or local legislative body to the State Comptroller's Office.

The Statutes and this Policy permit communications between Offerers and the Authority prior to the Restricted Period in the form of a request for information ("RFI") by the Authority and the response thereto by the Offerer. The RFI must be used as a means to collect information upon which to base a decision by the Authority to proceed with a Governmental Procurement and not as a tool employed to award a Procurement Contract.

## **Article 5**

### ***Other Prohibited Offerer Activities***

In addition to utilizing the designated Procurement Officer for all Contacts with the Authority, the following additional rules shall apply to all Offerers:

- (a) Offerers shall not attempt to influence the Authority's Governmental Procurement in a manner that would result in a violation of any State ethics/conflict of interest statute or the Authority's Code of Ethics or Conflict of Interest Policies; and

(b) Offerers are prohibited from contacting any member, officer or employee of a governmental entity other than the Authority<sup>1</sup>, during the Restricted Period of a Governmental Procurement, regarding the Authority's pending procurement.

## **Article 6**

### **Procurement Record**

For each Governmental Procurement of the Authority, the applicable Procurement Officer shall maintain a procurement record (the "Procurement Record"), including all written materials pertaining to the specific Governmental Procurement. Upon any Contact in the Restricted Period, the Procurement Officer shall obtain the name, address, telephone number, place of principal employment and occupation of the person or organization making the Contact and inquire and record whether the person or organization making such contact was the Offerer or was retained, employed or designated by or on behalf of the Offerer to appear before or contact the Authority about the Governmental Procurement. The Procurement Record shall include all recorded Contacts described in the prior sentence, whether such Contacts are Permissible Contacts or Impermissible Contacts. The Procurement Record shall not include Contacts with certain public officials as described in the footnote to item (b) of Article 5 hereof. In addition, the Procurement Record shall not include communications that a reasonable person would infer are not intended to influence a Governmental Procurement. The Authority shall keep a written or electronic copy of the Procurement Record for a period of six years from the end of the Restricted Period for each Governmental Procurement.

## **Article 7**

### **Required Disclosure**

In general, all Solicitation Materials shall incorporate a summary of the policy and prohibitions of the Statutes as well as include copies of rules, regulations and the Authority's guidelines and procedures regarding Permissible Contacts during a Governmental Procurement. The following provisions offer specific methods for satisfying such requirements.

1. In all Authority Solicitation Materials, the following statement shall appear:

*Pursuant to State Finance Law §§ 139-j and 139-k, this solicitation [or other applicable identifier, i.e., "Invitation for Bid" or "Request for Proposal," etc.] includes and imposes certain restrictions on communications between a Governmental Entity (including the Authority) and an Offerer during the procurement process. An Offerer/bidder is*

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<sup>1</sup> This prohibition is not applicable to Contacts between an Offerer and a member of the state legislature or legislative staff about 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 their official capacity.

*restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the Authority and, if applicable, the Office of the State Comptroller [the Authority may delete the reference to Comptroller approval when not applicable] (“restricted period”), to other than the Authority’s Procurement Officer unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a). The Authority’s Procurement Officer(s) for this Governmental Procurement, as of the date hereof, is identified on the first page of this solicitation [or wherever in the bid documents it is identified]. 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 of contract award and in the event of two findings within a four (4) year period, the Offerer/bidder is debarred from obtaining government Procurement Contracts. Further information about these requirements may be obtained from the Procurement Officer.*

2. In all Authority Procurement Contracts, the following provision shall appear:

*The Authority reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with State Finance Law § 139-k (5) was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offerer in accordance with the written notice terms of this contract.”*

In each response to any Solicitation Materials, the Offerer shall complete the following in a timely and accurate fashion:

- (a) “Offerer Affirmation of Understanding of an Agreement pursuant to State Finance Law §139-j(3) and 139-j (6)(b)” in the manner discussed in Appendix “A” hereto;
- (b) “Offerer Certification of Compliance with State Finance Law § 139-k (5)” in the manner discussed in Appendix “B” hereto; and
- (c) “Offerer Disclosure of Prior Non-Responsibility Determinations” in the form provided as Appendix “C” hereto.

The failure of an Offerer to comply with such disclosure requirements will subject the Offerer to the sanctions described in Article 10 hereof, as well as any other penalties permitted by law.

## **Article 8**

### **Requirements of the authority prior to Awarding Procurement Contracts**

Prior to conducting an award of a Procurement Contract, the Members of the Authority shall:

Make a final determination of responsibility of the proposed awardee in accordance with the Authority's existing procedures;

Make a final determination of responsibility of the proposed awardee that measures compliance with the State Finance law provisions regarding (i) Permissible Contacts and (ii) disclosure of all information required in any Solicitation Materials (including, but not limited to, prior findings of non-responsibility by a Governmental Entity); and

Make a final determination that the procurement process for such proposed award was free from any conduct prohibited under the Public Officers Law as well as the applicable provisions of the Authority's Code of Ethics and/or Conflict of Interest Policies.

## **Article 9**

### ***Alleged Violation; Procedure***

1. Any Member, officer or employee of the Authority who becomes aware that an Offerer has violated this Policy, or the Statutes shall:

(a) Immediately notify the County Attorney, who shall immediately investigate the alleged violation(s).

(b) If, after commencing the investigation, the County Attorney finds that there is sufficient cause to believe the alleged violation has occurred, s/he shall give the alleged violating Offerer reasonable notice (in the form of a certified letter, return receipt requested) informing him/her of the allegations and providing him/her with an opportunity to be heard regarding the allegations.

(c) If, following the opportunity to be heard, the County Attorney determines that the Offerer has knowingly and willfully violated this Policy, the Statutes or any other applicable procurement disclosure standards affecting Members, Officers or employees of the Authority, the Offerer shall be subject to sanctions described in Article 10 hereof.

2. The County Attorney shall report to the Investigating Officer of another Governmental Entity any violation of the statutes by an Offerer or by such other Governmental Entity's employees. The County Attorney shall be the person designated to receive similar communications coming from another Governmental Entity.

## **Article 10 Sanctions**

1. Upon a finding by the County Attorney that an Offerer has knowingly and willfully violated this Policy, the Statutes or any other applicable procurement disclosure standards affecting Members, officers or employees of the Authority, the Offerer shall be subject to the following sanctions, as well as any other penalty permitted by law:

(a) The Offerer shall be deemed “non-responsible” and such Offerer (along with its subsidiaries and any other related or successor entity) shall not be awarded the Procurement Contract, unless the Authority finds that the following special circumstances exist:

(i) The award to the offending Offerer is necessary to protect public property or public health or safety; and

(ii) The offending Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

(b) In addition, the County Attorney shall notify the State Office of General Services of the finding of non-responsibility<sup>2</sup>.

2. Upon a finding that a Member, officer or employee of the Authority has knowingly and willfully violated this Policy, the Statutes or any other applicable procurement disclosure standards affecting Members, officers or employees of the Authority, the County Attorney shall immediately notify the Administrative Director of the Authority or the Chair of the Board of the Authority.

### **Distribution of This Policy**

This Policy shall be distributed annually to the Authority’s Members and officers. It shall also be distributed annually to those employees that have the ability to affect any Procurement. It shall also be distributed to each new Member, officer and applicable employee as soon as practicable following commencement of such position.

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<sup>2</sup> A second finding of non-responsibility under the Statutes within four (4) years will render the Offerer (along with its subsidiaries and any other related or successor entities) ineligible to submit a proposal on or be awarded any Procurement Contract for four (4) years from the date of the second final determination of non-responsibility, unless the special circumstances outlined in Section (a) of this Article 10 exist.