

MAPCO AUTO PARKS AS AGENT FOR MONROE COUNTY AIRPORT AUTHORITY



REQUEST FOR PROPOSALS

**Parking Reservation System
at the Frederick Douglass
Greater Rochester International Airport**

**Release Date: August 25, 2023
Response Deadline: September 14, 2023**

NO RESPONSE FORM

If you choose not to respond to this Request for Proposals, please email this form back to purchasing@mapcoparking.com at your earliest convenience, to the attention of:

Jillian Gauer, Purchasing Coordinator
MAPCO Auto Parks, As Agent for Monroe County Airport Authority
488 White Spruce Boulevard
Rochester, NY 14626

Name of RFP: Parking Reservation System

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 Proposals _____

* 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.

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SECTION 1 – INVITATION TO PARTICIPATE

1.1 Purpose and Objective

MAPCO Auto Parks (“MAPCO”) as Agent for Monroe County Airport Authority (“Authority”) is soliciting proposals from Parking Reservation vendor to purchase a complete reservation system that can work across multiple platforms for the Monroe County Airport Authority at the Frederick Douglass Greater Rochester International Airport. Respondents must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in this Request for Proposals (“RFP”).

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

Pending final approval from the Monroe County Airport Authority, the Authority’s objective is to enter into a three (3) year agreement with the option for two (2) - one (1) year extensions.

1.2 RFP Coordinator; Issuing Office

This RFP is issued by MAPCO Auto Parks as Agent for the Monroe County Airport Authority. The Purchasing 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
MAPCO Auto Parks, As Agent for Monroe County Airport Authority
488 White Spruce Boulevard
Rochester, NY 14623
Email: purchasing@mapcoparking.com

Only those Respondents who have downloaded the RFP from the MAPCO website <https://www.mapcoparking.com/procurement/> and registered with purchasing@mapcoparking.com will receive addenda, if issued.

1.3 Presentation and Clarification Authority’s Rights and Intentions

As a result of this RFP, the MAPCO and the Authority intend to enter into a contract with the selected Respondent to supply the services described in Section 2. However, this intent does not commit MAPCO or the Authority to award a contract to any 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. The Authority 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 and the Authority 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 and the Authority to do so. MAPCO and the Authority maintain the option to expand these types of services to other airport projects, departments, and divisions as needed.

1.4 *Timeline*

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

- This RFP will be distributed on August 25, 2023.
- All requests for RFP clarification must be submitted in writing to the RFP Coordinator at the address provided in Section 1 and received no later than 3:00 PM EST on August 31, 2023.
- All questions will be answered and documented in writing as an Addendum to the RFP. These will be sent out to all Respondents who registered with purchasing@mapcoparking.com no later than September 5, 2023.
- **Final RFP submissions must be received by 2:00 PM EST on Thursday, September 14, 2023** to the address/email shown in Section 1. Additional procedures regarding this can be found in Section 3.1 A and C). The right to withdraw will expire on this date and time.
- If necessary, a Monroe County Airport Authority Board Meeting will be conducted to approve the contract on a date to be determined.

1.5 *Overview of the Organization*

MAPCO Auto Parks, Ltd., Agent for Monroe County Airport Authority

MAPCO Auto Parks, Ltd. (MAPCO) is one of New York's leading full-service parking organizations. The Company currently operates and manages multiple parking facilities in the Greater Rochester area; including parking at the Frederick Douglass Greater Rochester International Airport ("ROC"), operating a combination of surface and structured parking comprised up of over 6,000 parking stalls. The parking consists of a three level garage, valet lot, employee, hourly lot, weekly lot, on-airport shuttle lot, three separate off-airport shuttle lots, and an employee lot.

The Frederick Douglass Greater Rochester International Airport (ROC)

In 2022 enplanements were 1,156,778 and deplanements were 1,176,459 serving a total of 2,333,237 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.

Seven 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, Spirit and Avelo. 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, and Spirit Airlines.

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, Gusto Italian Restaurant 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.

SECTION 2 – SCOPE OF SERVICES

MAPCO Auto Parks (“MAPCO”) as Agent for Monroe County Airport Authority (“Authority”) is soliciting proposals from Parking Reservation vendor to purchase a complete reservation system that can work across multiple platforms for the Monroe County Airport Authority at the Frederick Douglass Greater Rochester International Airport. Other services to be provided by the selected Respondent (the costs for which shall be included in the proposed fees), include, but may not be limited to:

1. Design a platform for the customer to use (mobile friendly website, application, etc.) to make their parking reservation.
2. Create an API for the reservation system payments and transactions to be viewed in the HUB Parking Technology WebParcs software system.
 - A. API should also allow any credentials (QR code, License Plate details, etc.) to be used at Entry/Exit (HUB Zeag equipment) in the parking facility
 - B. If necessary, the scanning equipment is required for a customer to gain access to the parking facility.
 - i. All hardware must include designs of how it will be installed into/on the current Zeag Parking Access Revenue Control System (PARCS) equipment.
 - ii. Provide locations, if any, that currently run your hardware with HUB equipment.
3. Perform the installation, upgrades, and any repairs/maintenance necessary to keep the equipment running smoothly for MAPCO, Authority and Airport parking Customers.
4. Provide a daily report or access to a dashboard that shows all transactions for the current daily, upcoming week and month;
5. The ability for MAPCO and the Authority to add multiple fee structures.
6. The ability for a customer to be notified of an overstay on their parking reservation and for the customer to pay the additional fee **prior** to exit of the parking facility
7. Provide a customer service line for MAPCO and/or customers to call to cancel reservations, for problems with payments, change the vehicle information on file, etc.
8. Provide Training. The selected respondent will be required to provide, at least, 6 hours of onsite training and 4 additional hours of training in their price. Respondents will also be required to have training documents.
 - A. Provide a How a customer interacts with the system
 - i. training materials required for public posting

- B. How MAPCO Technicians can provide preventive maintenance on the hardware
 - i. training materials required for internal company use
 - C. How to use the back office of the parking reservation system
 - i. Training materials required for internal use
 - D. How to add custom parking rate options
 - i. Training materials required for internal use
 - E. How to use the enforcement piece
 - i. Training materials required for internal use
9. Design custom fields for a customer to fill out when making a reservation, including:
- A. First/Last Name
 - B. Full Address
 - C. Email and Phone Number
 - D. Vehicle Type/License Plate(s)
 - E. Travel Itinerary

Selection Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

All properly prepared and submitted proposals shall be subject to evaluation and deemed appropriate for the purpose of selecting the Respondent with whom a contract may be signed. Responses to the RFP will be evaluated according to the following criteria:

1. Mandatory Elements:

- a. Respondent must have the ability to process parking reservations through all web browsers, accept credit card payments (Visa, MasterCard, Discover, and American Express).
- b. The Respondent has the ability for a customer to sign up for an account and capture custom fields as designated in Section 2 plus any other important information that may be required at a future date.
 - 1. All required fields have been stated, please include that pricing in your proposed fees as well as the cost to additional fields should it be necessary
- c. The Respondents has the ability to work with/or will provide an API to work with HUB Parking Technology Parking Access Revenue Control System (PARCS), Zeag equipment.
 - 1. The Respondent has the ability to API with a future Parking Guidance System
- d. The Respondent has the ability to provide at least 14 hours of onsite training as well as 10 additional training hours.

- e. The respondent provides the hardware, if any, required and performs the installation.
- f. An Offline process for the customer and client to follow should real-time information not be presenting at time of entry.

2. Technical Quality:

a. Expertise and experience:

- 1. The vendors past experience and performance on comparable locations (size and complexity);
- 2. The vendor's experience with working with HUB Parking Technology
- 3. Contacts:

- a. Sales Representative
- b. Customer Service
- c. Trainer
- d. Maintenance
- e.

b. Format of the RFP

- 1. The vendors past experience and performance on comparable locations (size and complexity);
- 2. The vendor's experience with working with HUB Parking Technology
- 3. Contacts:

- a. Sales Representative
- b. Customer Service
- c. Trainer
- d. Maintenance

3. Rates and Charges.

As a result of this RFP, the Authority intends to select one Respondent as the most qualified to perform the Scope of Work described herein. However, the Authority shall have the right to select more than one applicant and enter into negotiations for the Scope of Work with several selected Respondents before executing a contract.

In the event the Selection Committee desires further information or clarification regarding a Statement of Proposal, the Selection Committee may request such information from a Respondent or, at its option, elect to interview one (1) or more Respondents. However, the Selection Committee is under no obligation to offer anyone the opportunity to be interviewed and will only conduct interviews as it is deemed necessary.

The Selection Committee has the right to reject any or all Respondents and/or not to make a selection from the results of this RFP.

4. Cost Proposal – Reservation Pricing Fee Schedule

Reservation Pricing Fee Schedule

Hardware Cost

At least 10 Entry Readers

\$ _____

API

to HUB Zeag Equipment & Reports

\$ _____

Fee Structure Per Transaction

\$ _____

**Annual Maintenance Contract
Hardware/Software**

\$ _____

Training

10 hours

\$ _____

Installation

\$ _____

Other

Please explain in response

\$ _____

SECTION 3 – SPECIFIC PROPOSAL REQUIREMENTS

3.1 *Submission of Respondent's 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.

E-Mailed proposals must be received before 2:00 p.m. Eastern Standard Time, on Thursday, September 14, 2023. If emailing, please note that our system can only receive documents up to 10MB, and will reject anything larger than that. If you are concerned about how large your document is, you have the option to mail the document (required copies listed below).

Jillian Gauer
Purchasing Coordinator
MAPCO Auto Parks, As Agent for Monroe County Airport Authority
488 White Spruce Boulevard
Rochester, NY 14623
purchasing@mapcoparking.com

Refer to Section 3 for further detail regarding response formats and requirements. There will be no public opening of the proposals.

- B. Withdrawal Notification.** Respondents receiving this RFP who do not wish to submit a proposal should reply with the "No Response Form" (page 2 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 of the Authority and may not be reproduced or distributed for purposes other than proposal submission without the written consent of the County Attorney.
- C. Required copies (if Mailing).** Respondents must submit one (1) signed original Proposal and one (1) complete copy of the signed original Proposal. **Proposals should be clearly marked as "Proposal for Parking Reservation System."** The Respondent **must also include a copy of its full proposal on a USB Flash Drive.** The Respondent will make no other distribution of proposals. An official authorized to bind the Respondent to its provisions must sign the Proposal.
- 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.

3.2 Response Date

To be considered, proposals must arrive on or before the time and date specified in Section 3.1(A). *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.

3.3 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 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 MAPCO, Authority or County with regard to this RFP during the RFP process unless specifically authorized in writing by the Purchasing Coordinator. Prohibited contact may be grounds for Respondent disqualification.

3.4 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 registered with purchasing@mapcoparking.com. **An acknowledgment of such addenda, if any, must be submitted with the RFP response. Applicants will only receive notices of addenda if they are registered for the RFP. All addendums, if any, will be available on www.mapcoparking.com/procurement/.**

3.5 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. *Information considered “confidential” or “proprietary” must be stated so on each page.*

- A. Transmittal Letter.** Each response to the RFP should be accompanied by a letter of transmittal not exceeding one (1) page 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 Airport Concessioner Disadvantage Business Enterprise (ACDBE) status, or a list of any ACDBE's you plan to use during the contract term.
- 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 clients in the State of New York. Include the following information for each client:
 - a. Name and address of the client;
 - b. Dates of engagement for the client;
 - c. Approximate number of reservation transactions;
 - d. Total annual income for the last two years, by year;
 - e. Name, telephone number and email address of contact person;
 2. Résumés for the key personnel to be involved in providing services the airport parking reservation system.
- E. Respondent's Proposal.** 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 Proposals;
 3. proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.
- F. Cost Proposal.** A detailed description to meet the RFP's Scope of Services described herein for the initial three-year Agreement, by year, as well as the charges for two, one-year renewals.
- G. Insurance Certificates.** Each Respondent must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described in Section 5.13 of this RFP.
- H. Exceptions to General Information for the Respondent.** For all exceptions to Section 5, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to

the General Information for the Respondent", the section number of any requirement to which an exception is being taken and an explanation of their position.

- I. **Exceptions to the Agreement.** For all exceptions to the Concession Agreement, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to Airport Parking Reservation Agreement," 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. **ACDBE Utilization Plan.** Each Respondent shall prepare and submit a Utilization Plan (Section 4) 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.
- K. An executed **Offeror Disclosure of Prior Non-Responsibility Determinations** in the form attached hereto.
- L. An executed **Affirmation of Understanding and Agreement of Permissible Contracts** in the form attached hereto.
- M. An executed **Certification Regarding Debarment, Suspension and Responsibility** in the form attached hereto.
- N. An executed **Monroe County Equal Pay Certification** in the form attached hereto.

3.6 ***Method of Evaluation***

Selected personnel 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 select the individual/entity best able to provide these requested services. Responses to this RFP will be evaluated according to criteria that is deemed 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 may 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 3)
- Local Office/Support (weight 2)
- Proposed Fees (weight 3)
- ACDBE Utilization (weight 2)
- Veteran Owned Business (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 of locations of similar size
- Other Pertinent Criteria

3.7 Oral Presentation

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

3.8 Investigations

The MAPCO and the Authority reserve 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 documents and the anticipated contract document. The MAPCO and the Authority reserve 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. No consideration will be made of 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 into a contract.

SECTION 4 - ACDBE REQUIREMENTS

4.1 ACDBE Goals and Utilization Plan

The successful Respondent shall employ its best efforts to subcontract at least 2.1 percent (2.1%) of the total cost of services to a Airport Concessioner Disadvantage Business Enterprises that are Certified Businesses ("ACDBE") 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 Title 49 Part 23 of the Code of Federal Regulations(<https://www.ecfr.gov/current/title-49/subtitle-A/part-23?toc=1>).

This Program requires Concessionaires to make a good faith effort to ensure that business concerns owned and controlled by socially and economically disadvantaged individuals (DBE) participate in at least 2.10% of the activity, service or facility offered by your business by means of joint venture, partnership, franchise or any other legal arrangement that results in bona fide ownership and control of the activity, service or facility or by the purchase of goods, services, supplies and/or products from certified ACDBE vendors. To view a list of current ACDBE firms in New York State visit: <https://nysucp.newnycontracts.com/> and select "Search for Certified Firms." The firm selected must be listed as a ACDBE firm.

Note: In the event that the Concessionaire did not meet the 2.1% goal, please provide MAPCO with a letter detailing why it did not meet the goal and what good faith efforts the Respondent used in attempting to accomplish the goal including, but not limited to:

- A list of all companies the vendor reached out to
 - Company Name
 - Name of Representative Respondent spoke to
 - Contact Information: Address, Phone number, Email and Fax
 - Method of communication you attempted with the Company (phone, email, fax)
 - Dates of attempted communication
 - Any additional notes proving your good faith efforts

4.2 ACDBE Subcontractor Utilization Plan Form

To be completed by Respondent.

Note: Use one form per ACDBE vendor

Project Name: RFP for Parking Reservation System

ACDBE Business Name:		
Address:	Email:	Phone & Fax Number:
Contract Description/Scope of Work:		
Applicable NAICS Code(s):	Notes:	Contractual ACDBE Amount: \$ First year of contract

Signed by Respondent

Signed by ACDBE Vendor

Company Name

Company Name

Primary Contact

Primary Contact

Signature and Date

Signature and Date

MAPCO/MCAA Internal Review

Reviewers Initials	
Date	

Plan Approved	
Plan Disapproved	
Waiver Granted	
Waiver Denied	

4.3 ACDBE Good Faith Effort Log

To be completed by Respondent.
Note: Use one form per ACDBE vendor

MAPCO/MCAA Use Only

Reviewers Initials	
Date	

Project Name: RFP for Parking Reservation System

Firm Name	Date Of Contact	Method of Contact	Response Code*

***Response Code:**

11 - Submitted Written Quote
12 - Submitted Verbal Quote
13 - Negotiation with Prime
14 - Developing Quote
21 - Note Certified for Work/Item(s)
22 - Location Unacceptable

23 - No Price Agreement
24 - No Time for Bid
25 - Schedule Unacceptable
26 - Other
31 - Selected
32 - Unavailable

33 - No Longer in Business
34 - Undeliverable
35 - Unreachable
36 - Unresponsive
37 - Not Selected

Note: Please attached supporting documentation as needed

SECTION 5 - GENERAL INFORMATION FOR THE RESPONDENT

5.1 *Reservation of Rights*

The MAPCO and the Authority 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 the Authority. The MAPCO and Authority are not committed, by virtue of this RFP, to award a contract, or to procure or contract for services. The proposals submitted in response to this request become the property of the Authority. If it is in its best interest to do so, the MAPCO and the Authority 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 the airport parking operation as determined by an evaluation committee.
- b. Negotiate contracts with the selected Respondents.
- c. Award a contract to more than one Respondent.

5.2 *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 RFP. The contract that may be entered into will be the most advantageous to the Authority, price and other factors considered. The Authority reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such an action is in the best interest of the Authority. Attached as RFP Appendix A is a copy of the Standard Monroe County Airport Authority Contract which contains mandatory provisions.

Negotiations do not include further revisions to the mandatory provisions depicted in Appendix A. Respondents must take exception as instructed in Section 3.5.I. if necessary. Any exceptions will be evaluated by the Monroe County Law department prior to proposal rating.

5.3 *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 the cancellation of the award. The awarded respondent will be required to provide the County with a *Word* version of its final proposal.

5.4 *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 the non-performance of any of its subcontractors. Further, the Authority 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.

5.5 *Property Rights - custom Software and data collection*

For purposes of this RFP and for the contract, the term “Work” is defined as all data, records, files, information, work products, developed, produced, or generated in connection with the services to be provided by the Respondent. MAPCO, the Authority, and the Respondent intend the contract to be a contract for services and each considers the Work and any 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 RFP, the Respondent acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of MAPCO and the Authority.

The Respondent and the Respondent’s employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of MAPCO and the Authority. Any property or work not specifically included in the Contract as property of the Respondent shall constitute property of MAPCO and 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 and the Authority.

5.6 *Contract Payment*

The actual terms of payment will be the result of agreements reached between MAPCO and the Authority and the Respondent selected.

5.7 *News Release*

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

5.8 *Notification of Respondent Selection*

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

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

5.10 Incurring Costs

The Authority is not liable for any costs incurred by Respondent prior to the effective date of the contract.

5.11 Material Submitted

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

The Authority reserves the right to ownership, without limitation, of all proposals submitted. However, because the Authority could be required to disclose proposals under the New York Freedom of Information Law (Public Officers Law §§ 84 – 90), the 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.

5.12 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 RFP. 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.

5.13 Insurance Requirements

The Respondent agrees to procure and maintain in force for the periods indicated, such insurance policies as will protect those named and its sub-Respondents, including their officers, officials, employees, and agents from claims for bodily injuries, death, or property damage which may arise from the performance of work under this agreement whether or not such performance be by the RESPONDENT itself or by any sub-Respondent or anyone else employed by them directly or indirectly. The following insurance coverage with insurance companies authorized to do business in the State of New York is required.

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;

Commercial General Liability, Automobile Liability and Umbrella Liability (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. **Umbrella Liability** with single limits of liability in the amount of \$5,000,000 per occurrence, and \$5,000,000 aggregate coverage; Original certificates and endorsements evidencing such coverage shall be delivered to the County before final execution of this Agreement.

MAPCO, the Authority and/or the County shall maintain or shall self-insure, throughout the term of this Agreement, insurance covering the Airport in an amount equal to 100 percent of the reasonably estimated replacement cost thereof, against the perils of fire, extended coverage, vandalism and malicious mischief and sprinkler leakage. RESPONDENT shall maintain comprehensive general liability insurance in an amount of \$5,000,000 each occurrence combined single limit for injury to persons and damage to property.

An original certificate(s) of insurance, referencing by name the project covered by this Agreement and indicating that such coverage will not be canceled or amended in any way without thirty (30) days prior written notice to the Authority, shall be delivered to the Authority before final execution of this Agreement and original renewal certificates conforming to the requirements of this section shall be delivered to the Authority at least sixty (60) days prior to expiration of insurance. The

Respondent's insurance shall provide for and name the Authority and the County as an additional insured and provide an Additional Insured Endorsement stating the same. 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; the certificate(s) will be subject to approval for both adequacy and duration of protection. The coverage amounts stated above are minimum requirements.

The Respondent shall also procure a policy or policies covering its obligations in accordance with any applicable Worker's Compensation or Disability Benefits Law and maintain the same in force during the full term of this Agreement. This coverage must also be submitted (or noted) on an insurance certificate as above. Obtain forms from New York State Workers' Compensation website at www.wcb.ny.gov and provide one of the following certificates depending on business and employees: C-105.2 (or U-26), SI-12 (or GSI 105.2) or CE-200. Note: ACORD Form alone is insufficient.

Respondent will ensure that each subcontractor and/or vendor that will operate their vehicle on the airfield also procures appropriate automobile insurance. Each subcontractor and/or vendor to the Airshow will at its own expense, procure and maintain a policy of insurance during the term of this 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. This provision shall not apply to non-contracted, not-for-profit organizations.

5.14 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.

APPENDIX A: Standard clauses for County Contracts

APPENDIX A **STANDARD CLAUSES FOR COUNTY CONTRACTS**

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

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;

Commercial General Liability, Automobile Liability and Umbrella Liability (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. Umbrella Liability with single limits of liability in the amount of \$5,000,000 per occurrence, and \$5,000,000 aggregate coverage; Original certificates and endorsements evidencing such coverage shall be delivered to the County before final execution of this Agreement.

MAPCO, the Authority and/or the County shall maintain or shall self-insure, throughout the term of this Agreement, insurance covering the Airport in an amount equal to 100 percent of the reasonably estimated replacement cost thereof, against the perils of fire, extended coverage, vandalism and malicious mischief and sprinkler leakage. RESPONDENT shall maintain comprehensive general liability insurance in an amount of \$5,000,000 each occurrence combined single limit for injury to persons and damage to property.

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

a. For the purpose of this Agreement, "Confidential Information" shall mean information or material proprietary to the County or designated as "Confidential Information"

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

1. Scope of Use

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

2. Nature of Obligation

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

3. 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

a. 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).

b. 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.

c. 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

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

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

Section 18. WAGE AND HOURS PROVISIONS

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

Section 19. STATE FINANCE LAW PROVISIONS

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

b. To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law

Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the County may terminate this Agreement by providing written notification to the Contractor in accordance with the terms of the Agreement.

Section 20. MISCELLANEOUS

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

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

c. 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.

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

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APPENDIX B: Authority Procurement Disclosure Policy

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 Authority¹, 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 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

¹ 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.

when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 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.”

3. 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 and 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

1. Prior to conducting an award of a Procurement Contract, the Members of the Authority shall:
2. Make a final determination of responsibility of the proposed awardee in accordance with the Authority’s existing procedures;
3. 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
4. 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-responsibility².

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.

² 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.

APPENDIX C
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.

CERTIFICATE(S) OF INSURANCE

**Respondent should provide a copy of their certificate
of insurance with their proposal**

MONROE COUNTY AIRPORT AUTHORITY

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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

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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: _____
(Signature)

Date: _____

Print Name: _____

Title: _____

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AFFIRMATION OF UNDERSTANDING AND AGREEMENT OF PERMISSIBLE CONTACTS

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

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

Date: _____

_____ [Print 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 Proposals.

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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 (RFP) 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]

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