

MONROE COUNTY AIRPORT AUTHORITY



REQUEST FOR QUALIFICATIONS TO PROVIDE INTERNAL AUDIT SERVICES

February 11, 2011

**Monroe County Airport Authority
1200 Brooks Avenue
Rochester, New York 14624**

NO RESPONSE FORM

If you choose not to respond to this Request for Qualifications, please fax this form back to the MONROE COUNTY AIRPORT AUTHORITY at your earliest convenience, to the attention of:

Stephanie Lucania, RFQ Coordinator
Monroe County Airport Authority
1200 Brooks Avenue
Rochester, NY 14624
Fax (585) 753-7008

Name of RFQ: To Provide Internal Audit Services

Company: _____

Address: _____

Contact: _____

Contact Phone: _____

Email: _____

Reason for No-Response: _____

Project capacity. _____

Cannot quote competitively. _____

Cannot meet delivery requirements. _____

Cannot meet specifications. _____

Do not want to do business with the _____

Monroe County Airport Authority. _____

*Other: _____

Suggested changes to RFQ _____

Specifications for next _____

Request for Qualifications _____

* 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

The Monroe County Airport Authority (“the Authority”) is seeking qualifications from a qualified firm or individual practitioner to provide internal audit services for an initial period of one year, with options exercisable by the Authority for up to two consecutive one year terms, subject to a performance review. The Authority is seeking a qualified firm or individual with experience in internal audit services. The individual or firm appointed individual to perform these internal audit services for the Authority must be a Certified Public Accountant (CPA).

1.2 Restriction on Communication

Pursuant to State Finance Law §§ 139-j and 139-k, this RFQ includes and imposes certain restrictions on communications between the Authority/Monroe County and an Applicant during the procurement process, an Applicant is restricted from making contacts from the earliest notice of intent to solicit qualifications through final award and approval of the Professional Services Contract by the Authority (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a).

A designated RFQ Coordinator, as of the date hereof, is identified in the next paragraph of this solicitation. Authority/Monroe County employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the applicant pursuant to these two statutes. Certain findings of non responsibility can result in rejection for contract award and in the event of two findings within a 4-year period; the Applicant is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found in the Authority’s Policy of Procurement Disclosure which is included in this RFQ as Appendix B.

1.3 RFQ Coordinator; Issuing Office

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

Stephanie Lucania, RFQ Coordinator
Department of Aviation
Greater Rochester International Airport
1200 Brooks Avenue
Rochester, NY 14624
Fax: (585) 753-7008
Telephone: (585) 753-7155
Email: slucania@monroecounty.gov

1.4 Written Questions

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

1.5 Non Discrimination Policy

It is the policy of the Authority to assure that no person shall, on the basis of age, marital status, handicap or disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin be excluded from participating in any activity conducted with or benefiting from funds received from the operation of the Airport. To the extent that a selected Contractor participates in the activity of the Authority at the Airport, the selected Contractor shall be required to assure the Authority that it will not discriminate in the performance of its activity at the Airport on the grounds of age, marital status, handicap or disability, genetic disposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290 – 301 of the Executive Law of the State of New York.

1.6 Incurring Costs

The Authority is not liable for any costs incurred by applicants in the preparation of their qualifications or by a selected Contractor prior to execution of a Contract.

1.7 Authority’s Rights and Intentions

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

1.8 Timeline

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

- ◆ This RFQ will be distributed on February 11, 2011.

- ◆ All requests for RFQ clarification must be submitted in writing to the RFQ Coordinator at the address provided in Section 1.3 and received no later than 3:00 PM EST on February 25, 2011.
- ◆ All questions will be answered and documented in writing as an Addendum to the RFQ. These will be sent out to all Respondents who received the original RFQ no later than March 1, 2011.
- ◆ **Final RFQ submissions must be received by 3:00 PM EST on March 9, 2011** at the address shown in Section 3.1 (A). The right to withdraw will expire on this date and time. Refer to Section 3, in its entirety, for specific proposal requirements.

1.9 Overview of the Organization

The Monroe County Airport Authority (the Authority) is a public benefit corporation created to finance, construct, develop, operate and maintain aviation and other related facilities and services within the County of Monroe (the County). The Authority is organized under the Public Authorities Law of the State of New York. The Authority leases the Greater Rochester International Airport (the Airport) from the County and operates under the terms of a trust indenture (the Indenture) dated September 15, 1989, as amended; under the terms of a Lease and Operating Agreement with the County dated September 15, 1989.

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

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

- (i) to stimulate and promote economic development, trade and tourism;
- (ii) to acquire, construct, reconstruct, continue, develop, equip, expand, improve, maintain, finance and operate aviation and other related facilities and services within Monroe County;
- (iii) to promote safe, secure, efficient and economical air transportation by preserving and enhancing airport capacity;
- (iv) to form an integral part of a safe and effective nationwide system of airports to meet the present and future needs of civil aeronautics and national defense and to assure inclusion of the authority's facilities in state, national and international programs for air transportation and for airport or airway capital improvement, all in accordance with the provisions of this title;
- (v) to insure that aviation facilities authorized pursuant to this title shall provide for the protection and enhancement of the natural resources and the quality of the environment of the state and the western New York area.

The Authority's 2011 operating budget is approximately \$34 million. For detailed information on the FY 2011 budget, interested proposers may review the Airport link on the Monroe County website at www.monroecounty.gov. The Authority's 2009 Financial Statement is also available at this web address.

SECTION 2 - BACKGROUND/SCOPE OF WORK

2.1 Background

The Authority is seeking internal audit services from a qualified firm or an individual practitioner. The firm or individual appointed to perform these internal audit services for the Authority must be a Certified Public Accountant (CPA). The Authority will use the internal audit service to obtain an independent appraisal of Authority activities, financial and otherwise. The internal auditor will be responsible for giving assurance to Authority Board Members and Audit Committee and Airport Administration senior management on all relevant control arrangements, including evaluations of control effectiveness and suggestions for improvement. Activities for internal audit will be selected by the Audit Committee, acting on advice from the Authority Board and Airport senior management.

2.2 Scope of Work

The Authority is seeking proposals for internal audit services for an initial period of one (1) year, with options exercisable by the Authority to renew for up to two consecutive one (1) year terms, subject to a performance review. Proposals are sought from firms or individual practitioners.

Activities for internal audit will be determined by the Audit Committee. A risk assessment will need to be updated as part of the activities of the Internal Auditor.

The Authority's risk assessment should be of the Authority's financial operations, including but not limited to, review of financial policies, procedures and practices.

Areas that may be addressed include but are not limited to:

- Revenues collected from airlines
- Revenues collected from non-airline sources
- Rates and Charges Calculation
- Passenger Facility Charge Collections
- Debt Covenant compliance
- Financial Reporting
- Internal Controls over Financial Reporting
- Internal Controls over revenue and expense streams
- Security access control

Upon updating the risk assessment a review with the Audit Committee will be required. The Audit Committee after review and discussion of risk assessment will direct the activities of the Internal Auditor based on identified risks.

Please note that the Authority is NOT seeking formal risk assessment services as part of this Request for Qualifications. However, it is expected that the provider of internal audit services will work closely with the Audit Committee for direction with regard to those areas of risk to focus upon.

In the event the Internal Auditor believes that fraud and/or theft has been or may have been committed against the Authority, then the Internal Auditor is to immediately notify the Chair

of the Audit Committee and Treasurer who in turn will notify the entire Board for appropriate action.

Other activities that the internal auditor may be responsible for are as follows:

- Monitoring Fraud Hotline to include: check messages, investigate and follow up on creditable information; and provide routine activity reports to the Audit Committee.
- Review the annual Authority PARIS reporting requirements which include budget, investment, procurement, and financial reporting.
- Review the preparation of annual adjustment for signatory invoicing based upon the billing model.

Also note that the Authority does not have resources dedicated to internal audit. Rather, most day-to-day activity will be directed through the Authority Administrative Director, or her delegate. The internal audit staff will be provided with office space, equipment, and limited clerical support.

It is expected that the general mix of required internal audit services will fall broadly into the risk categories described above. It is also expected that the total Authority expenditure on internal audit services will be in the range of \$75,000 per annum, depending upon the particular circumstances. The Authority is seeking to contract a firm or individual practitioner who is able to both service specific matters as required by the Authority, and provide proactive advice and knowledge transfer to relevant Authority staff members so as to improve the overall operations of the Authority.

2.3 Qualifications

In setting forth its qualifications, each firm or individual submitting a proposal shall:

- A. Provide evidence of an individual's credentials and qualifications in the area of internal auditing and if a firm be either a New York State licensed Certified Public Accounting Firm, or a licensed Certified Public Accountant in accordance with the New York State Education Department, Office of the Professions as a partner or officer of the firm.
- B. Describe the firm's or individual's experience and expertise focusing on internal controls.
- C. If a firm, state the names of all partners and/or directors.
- D. State the names and credentials of all partners, associates, and accountants that might be assigned to this engagement and provide their resumes.
- E. Identify the nature of any conflict of interest the individual or firm might have in providing these services to the Authority.
- F. Identify both internal and external audit experience in working with New York State Public Authorities, Local Governments and School Districts. Limit to five (5) examples.

- G. Identify experience in providing services related to internal control reviews or operational studies of any organization. Limit to five (5) examples.
- H. Provide a comprehensive description of your approach to fulfilling the Scope of the RFQ.
- I. Provide a copy of the individual's or firm's latest peer review, and letter of comments, if applicable.
- J. Provide any other information that might be beneficial to the Authority.

As a result of this RFQ, the Authority intends to select one applicant 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 applicants before executing a contract.

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

The Selection Committee reserves the right to reject any or all applicants and/or not to make a selection from the results of this RFQ.

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 RFQ. Please refer to Section 3.5 for detailed submission requirements. Respondents not responding to all information requested in this RFQ or indicating exceptions to those items not responded to may have their proposals rejected as being non-responsive.

One (1) original and four (4) copies of the Statement of Qualifications must be received in the Department of Aviation on the second floor of the Airport Terminal no later than 3:00 p.m. Eastern Standard Time, on March 9, 2011 addressed to:

Stephanie Lucania, RFQ Coordinator
Department of Aviation
Greater Rochester International Airport
1200 Brooks Avenue
Rochester, NY 14624

Faxes and emails of any material will not be accepted. The applicants will make no other distributions of their package. An official authorized to bind the

submitting entity must sign the required forms. Packages should be sealed and must be identified on the outside of the package by the words “**Statement of Qualification to Provide Internal Audit Services for the Monroe County Airport Authority**”. Any Statement of Qualifications received after the deadline date and time shall be eliminated from consideration, marked “too late” and returned to sender unopened. Applicants are advised to use express delivery services to ensure receipt of their package by the submission deadline. Any changes to and the right to withdraw a Statement of Qualification will also expire at this date and time. There will be no public opening of the Statements of Qualifications.

- B. Withdrawal Notification.** Firms or individual practitioners receiving this RFQ who do not wish to submit a proposal should reply with the “No Response Form” [page 2 of this RFQ] to be received by the indicated contact on the form no later than the proposal submission date. This RFQ is the property of the Monroe County Airport Authority and may not be reproduced or distributed for purposes other than proposal submission without the written consent of the Authority.
- C. 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 RFQ. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.** All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Respondent complies" or "Respondent understands" should be avoided.

3.2 Response Date

To be considered, sealed proposals must arrive on or before the location, 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 RFQ and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing or via email** pursuant to instructions in Section 1.4 of this Request for Qualifications. Questions and answers will be provided to all Respondents who have received RFQs and **must be acknowledged in the RFQ response.** No contact will be allowed between the Respondent and any other member of the Authority with regard to this RFQ during the RFQ process unless specifically authorized in writing by the RFQ Coordinator. Prohibited contact may be grounds for Respondent disqualification.

3.4 Addendum to the RFQ

In the event it becomes necessary to revise any part of this RFQ, Addendum will be provided to all that received the basic RFQ. It is the responsibility of each proposer to be properly registered with the Department of Aviation Airport Administration Office by immediately returning the enclosed (see Appendix C) **Registration Form to Receive Addendum**. An acknowledgment of such Addendum, if any, must be submitted with the RFQ response.

3.5 Submission Requirements – List of Required Attachments and Forms

One (1) original, four (4) copies and one (1) electronic copy in PDF version on CD of the qualifications shall be submitted in the form and manner set forth in the attached *Form of Statement of Qualifications* located in the section entitled “Required Forms”. In order to evaluate each set of submissions equally the forms and documents listed below shall be included in the same order as the items listed in this section. Failure to provide this required information will result in disqualification. Information provided to the Authority that the applicant wishes to have treated as proprietary and/or confidential trade information should be identified and labeled “Confidential” or “Proprietary” on each page and should include a written request to except it from disclosure.

- A. Cover Letter.** Executed as instructed in the *Form of Statement of Qualifications*.
- B. Profile.** A list of the applying entity’s officers and brief history/profile of the entity. An individual practitioner to submit a resume.
- C. Qualifications.** This section must address items A through J in Section 2.3 above. The response should include any specific achievements for clients or as an individual that are similar to this Authority’s RFQ Goals, Scope of Work, and Selection Criteria.
- D. Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.
- E. References.** A list of at least four (4) references (names, title, business address, phone & fax numbers, e-mail address), each of whom can confirm the applicants ability to provide this RFQ’s Scope of Work.
- F. Price List, Itemized Cost of Services, Hourly Rate/Daily Rate, Fee Structure and/or Fixed Fees** charged for specific staffing services to be provided, as well as additional costs to be charged, if any, for related activities that would be required to meet this RFQ’s Scope of Work. Please note: Submission of one lump sum amount will not meet the requirement.
- G.** An executed **Offerer Disclosure of Prior Non-Responsibility Determinations** in the form attached hereto.

- H.** An executed **Affirmation of Understanding and Agreement of Permissible Contracts** in the form attached hereto.
- I.** An executed **Certification Regarding Debarment, Suspension and Responsibility** in the form attached hereto.
- J.** An executed **Non-Collusion Certificate** in the form attached hereto.
- K.** An executed **Statement of Qualifications Acknowledgement** in the form attached hereto
- L. Insurance Requirements.** The Consultant shall procure and maintain at its own expense until final completion of the work covered by the contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Consultant or by his subcontractors.

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

- a. **WORKER'S COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Consultant in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by him or by his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Workers' Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto.
- b. **LIABILITY AND PROPERTY DAMAGE INSURANCE** issued to the Consultant naming Monroe County as an additional insured, and covering liability with respect to all work performed by him under the Contract. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence, \$2,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included:

- Comprehensive Form
- Premises-Operations
- Products/Completed Operations
- Contractual Insurance covering the Hold Harmless Provision

Broad Form Property Damage
Independent Consultants
Personal Injury

- c. CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE issued to the Respondent and covering the liability for damages imposed by law upon the said Respondent for the acts or neglect of each of his subcontractors with respect to all work performed by said subcontractors under the Contract.
- d. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of the Consultant with minimum limits of \$1,000,000 per occurrence.
- e. MOTOR VEHICLE INSURANCE issued to the Consultant and covering liability and property damage on the Consultant's vehicles in the amount of \$1,000,000 per occurrence.

M. Exceptions to the Standard Professional Services Contract. For all exceptions to the Standard Professional Services Contract, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the Professional Services Contract," 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.

3.6 Method of Evaluation

Selected personnel from the Authority will form the evaluation committee for this RFQ. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFQ and make a selection of the individual/entity best able to provide these requested services.

3.7 Oral Presentation

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

3.8 Investigations

The Authority reserves the right to conduct any investigations necessary to verify information submitted by the Respondent and/or to determine the Respondent's capability to fulfill the terms and conditions of the RFQ documents and the

anticipated contract document. The Authority reserves the right to visit a prospective Respondent's place of business to verify the existence of the company and the management capabilities required to administer this agreement. The Authority will not consider Respondents that are in bankruptcy or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract.

APPENDIX A:

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2011, by and between MONROE COUNTY AIRPORT AUTHORITY, a New York public benefit corporation, with offices at 1200 Brooks Avenue, Rochester, New York 14624, hereinafter referred to as "the Authority", and _____, with offices at _____, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the Authority is desirous of obtaining the services of the Contractor to perform the scope of work set forth in Section 1 hereof; and

WHEREAS, the Authority issued a Request for Qualifications ("RFQ"), attached hereto as Contract Attachment "A"; and

WHEREAS, the Contractor has submitted a proposal, attached hereto as Contract Attachment "B" dated, _____ to perform the requested services; and

WHEREAS, the Administrative Director of the Monroe County Airport Authority is authorized to execute this Contract pursuant to Resolution No. _____ of 2011, adopted by the Authority on _____, 2011; and

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

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

I. SCOPE OF SERVICES

The Contractor shall provide Internal Audit Services for the Authority at the Greater Rochester International Airport (GRIA), 1200 Brooks Avenue, Rochester, New York 14624 as provided in EXHIBIT A – Scope of Work attached herein and made a part of this contract.

II. TERM OF CONTRACT

The initial term of this Agreement shall be for a One (1) year period from April 1, 2011 through March 31, 2012 with options to renew for up to two (2) consecutive one year terms at the sole discretion of the Authority.

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

Upon termination of this Agreement, the Authority shall be obligated to pay the Contractor for services only performed through the date of termination. Following such payment, the Authority shall have no further obligations to the Contractor under this Contract.

III. PAYMENT FOR SERVICES

The Authority agrees to pay the Contractor, and the Contractor agrees to be paid, a sum in full satisfaction of all expenses and compensation due the Contractor not to exceed _____ dollars (\$_____) for the initial term as defined under "Term of Contract".

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

Each submitted voucher will be approved by the Director of Aviation or her duly designated representative and audited by the Monroe County Controller.

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

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

IV. 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.

V. INSURANCE

The Contractor will at its own expense, procure and maintain a policy or policies of insurance during the initial term and any renewal(s) of this Agreement. The policy or policies of insurance required are standard **Worker's Compensation** and **Disability** Insurance, if required by law; professional liability and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$2,000,000 aggregate coverage; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. Original certificates evidencing such coverage and indicating that such coverage will not be cancelled or amended in any way without thirty

(30) days prior written notice to 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 the expiration of such policy or policies of insurance. The Contractor's general liability insurance shall provide for and name the Authority as an additional insured. All policies shall insure the Authority for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the Authority.

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 the Authority with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection of such insurance affords the Authority. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

VI. INDEMNIFICATION

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

VII. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of Authority 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 Authority shall have no responsibility for any of the incidences of employment.

VIII. 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 Authority in order to accomplish the work hereunder shall become legally vested to the Authority 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 the Authority 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 Authority. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the Authority and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

IX. EXECUTORY NATURE OF CONTRACT

This Agreement shall be deemed executory only to the extent of the funding available and the Authority shall not incur any liability beyond the funds annually budgeted therefore. The Authority 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.

X. 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 Authority.

XI. FEDERAL SINGLE AUDIT ACT

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

Of the amount specified in Section ___ of this Agreement, _____ (\$_____) of such amount or _____(____%) of such amount, is being passed-through the Authority from the United States Government under the following:

Award Name:
Award Number:
Award Year:
Name of Federal Agency:
Catalog of Federal Domestic
Assistance (CFDA) Number:
The Award [] is [] is not related to Research and Development.

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

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

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

Monroe County Internal Audit Unit	and	Monroe County Airport Authority
402 County Office Building		1200 Brooks Avenue
39 West Main Street		Rochester, New York 14624
Rochester, New York 14614		

The Contractor shall, upon request of the Authority, provide the Authority such documentation, records, information and data and response to such inquiries as the Authority 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 Authority deems necessary to assure or monitor payments to the Contractor under this Agreement.

The Authority'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 Authority under this Agreement.

XII. RIGHT TO INSPECT

Designated representatives of the Authority 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 six (6) years after final payment.

XIII. JOB OPENINGS

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

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

Notice shall be given in writing to:

Employment Coordinator
Monroe County Department of Human and Health Services
Room 535
691 St. Paul St.
Rochester, New York 14605
Fax: (585) 753-6322
Telephone: (585) 753-6308

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

XIV. NON-DISCRIMINATION

The Contractor agrees that in carrying out its activities under the terms of the Agreement that it shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

XV. CONTRACTOR QUALIFIED, LICENSED, ETC.

The Contractor represents and warrants to the Authority that it and its employees is/are 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.

XVI. CONFIDENTIAL INFORMATION

A. For the purpose of this Agreement, “Confidential Information” shall mean information or material proprietary to the Authority or designated as “Confidential Information” by the Authority, and not generally known by non-Authority/County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the Authority. The Confidential Information includes, but is not limited to, 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 Authority. Confidential Information also includes any information described above which the Authority obtained from another party which the Authority treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Authority. 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 Authority, 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 Authority, have a need to know such Confidential Information, and who have been authorized by the Authority to receive such Confidential Information.
- c. Contractor shall not remove or cause to be removed, in whole or in part, from Authority/County facilities, any Confidential Information, without the prior written permission of the Authority.
- 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

- a. Contractor acknowledges that the Authority, 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 Authority for such a breach. The parties agree that in such circumstances, the Authority 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 Authority.

3. Confidentiality Agreement

Contractor will be required to sign a Confidentiality Agreement. The Confidentiality Agreement will place in writing the requirements as set forth in this section.

XVII. GENERAL PROVISIONS

This Agreement constitutes the entire Agreement between the Authority and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of law principles.

XVIII. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

XIX. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT

The Contractor acknowledges and agrees that usage of any computer hardware, computer software and/or electronic equipment used in the course of carrying out duties under this Agreement will be governed by all applicable laws, rules and regulations, including Authority policies and procedures.

XX. MISCELLANEOUS

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

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

MONROE COUNTY AIRPORT AUTHORITY

By _____
Susan L. Walsh, Esq.
Administrative Director

CONTRACTOR

By _____

Name:

Title:

Contractor's Federal ID Number or
Social Security Number

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

On the ____ day of _____ in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **Susan L. Walsh, Esq.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

Signature of Notary Public
And Stamp

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

On the ____ day of _____ in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature of Notary Public
And Stamp

Professional Services Contract

EXHIBIT A

SCOPE OF WORK

[to be finalized between a selected applicant & Authority]

Professional Services Contract

ATTACHMENT 1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RESPONSIBILITY

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

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

Date: _____, 2011

Contractor: _____

By; _____
[Signature]

[Print Name]

[Print Title/Office]

Professional Services Contract

ATTACHMENT 2

CERTIFICATE(S) OF INSURANCE

[to be provided by Contractor]

APPENDIX B

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.

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.

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 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

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

1. Make a final determination of responsibility of the proposed awardee in accordance with the Authority's existing procedures;
2. 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
3. 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 QUALIFICATIONS MAY RENDER THE APPLICANT NON-RESPONSIVE AND INELIGIBLE FOR SELECTION.

MONROE COUNTY AIRPORT AUTHORITY

Greater Rochester International Airport • Rochester • New York • 14624

Form of Statement of Qualifications

Instructions: One (1) original, four (4) copies and one (1) electronic copy in PDF version on CD shall be submitted.

1. This letter on applicant's business letterhead & signed by principal:

TO: Stephanie Lucania
Department of Aviation
Greater Rochester International Airport
Rochester, New York 14624
Fax: (585) 753-7008
Telephone: (585) 753-7155
e-mail: slucania@monroecounty.gov

RE: Statement of Qualifications for Professional Services to Provide
Internal Audit Services for the Monroe County Airport Authority

Dear RFQ Coordinator:

The undersigned, having received, examined and become fully familiar with the Request for Qualifications including Goals and Scope of Work, Submission Requirements, the Sample Professional Services Contract, and all related instructions and documents for a proposed non-exclusive Professional Services Contract for the Monroe County Airport Authority, Rochester New York, and having determined that the Scope of Work can be fully performed by the applicant, hereby submits the following Statement of Qualifications. The undersigned further:

1. acknowledges the right of the Monroe County Airport Authority in its sole discretion to reject any or all Statements of Qualifications submitted, and that the selection may be made to one or more applicant(s) other than the one with the lowest monetary fees and/or rates;
2. acknowledges and agrees that the discretion of the Monroe County Airport Authority in selection of the successful applicant(s) shall be final, not subject to review or attack, and;
3. acknowledges that this Statement of Qualifications is made with full knowledge of the foregoing and in full agreement thereto.

By submission of this Statement of Qualifications, the applicant acknowledges that the Monroe County Airport Authority has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Statement of Qualifications and related documents, and authorizes release to the Monroe County Airport Authority of any and all information sought in such inquiry or investigation.

Dated at _____ this ____ day of _____, 2011.

Form of Statement of Qualifications (continued)

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF APPLICANT:

If an Individual: _____
Doing Business As: _____

If a Partnership: _____
Doing Business As: _____
BY: _____, General Partner

If a Corporation: _____
BY: _____
TITLE: _____

If a Limited Liability Company: _____
BY: _____
TITLE: _____

ADDRESS OF APPLICANT: _____

TELEPHONE NUMBER: _____
FAX NUMBER: _____
E-MAIL ADDRESS: _____

In addition to the above cover letter, this Statement of Qualifications must be completed with the information and executed forms and in the order listed below.

2. List of applying entity's officers and brief history/profile of the entity (1 page is recommended) or resume of applying individual practitioner.
3. Qualifications. This section must address items A through D in Section 2.3 of the RFQ. The response should include any specific achievements for clients or as an individual that are similar to this Authority's RFQ Goals, Scope or Work and Selection Criteria.
4. Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.
5. A list of at least four (4) references (name, title, business address, phone and fax numbers and e-mail address), each of whom can confirm applicant's ability to provide this RFQ Scope of Work.
6. A Price List; Itemized Cost of Services; Hourly Rate/Daily Rate; Fee Structure

Form of Statement of Qualifications (continued)

and/or Fixed Fees charged for specific services, as well as additional costs to be charged, if any, for related activities that may be required to meet this RFQ's Scope of Work. Please note: Submission of a lump sum amount will not meet this requirement.

7. *Required Form: Offerer Disclosure of Prior Non-Responsibility Determinations*
8. *Required Form: Affirmation of Understanding and Agreement of Permissible Contacts*
9. *Required Form: Certification Regarding Debarment, Suspension and Responsibility*
10. *Required Form: Non-Collusion Certificate*
11. *Required Form: RFQ Acknowledgment Form*

Please Note: The Monroe County Airport Authority reserves the right to request additional information or an interview during the selection process.

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

MONROE COUNTY AIRPORT AUTHORITY

Greater Rochester International Airport • Rochester • New York • 14624

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

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

ADDRESS: _____
STREET: _____

CITY: _____ STATE: _____ ZIP: _____

NAME OF PERSON SUBMITTING THIS FORM: _____

TITLE OF PERSON SUBMITTING THIS FORM: _____

CONTRACT PROCUREMENT NUMBER: _____

DATE: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four (4) years? (Please "X" or circle)

NO YES

If Yes, please answer the next questions:

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

NO YES

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

NO YES

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

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

(Please "X" or circle) NO YES

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**OFFERER DISCLOSURE OF PRIOR
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6. If yes in 5. above, please provide details below.

Governmental Entity: _____
Date of Termination or _____
Withholding of Contract: _____
Basis of Termination or _____
Withholding: _____

(Add additional pages as necessary)

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

By: _____ Date: _____
(Signature)

Print Name: _____

Title: _____

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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 Proposer/Offeror, in accordance with New York State Finance Law §139-k, was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Contractor/Consultant in accordance with the written notification terms of the Contract/Agreement resulting from this Request for Qualifications.

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Registration Form to Receive Addendum

Regarding: Request for Qualifications “To Provide Internal Audit Services for the Monroe County Airport Authority”

During the RFQ offering period any additional/revised substantive information concerning the above RFQ will be provided to registered prospective applicants. To insure receipt of all Addendum regarding the RFQ entitled “To Provide Internal Audit Services for the Monroe County Airport Authority”, dated February 11, 2011, please complete the information requested below and return it via mail, fax or e-mail immediately to the RFQ Coordinator:

Stephanie Lucania
Department of Aviation
Greater Rochester International Airport
Rochester, New York 14624
Fax: 585-753-7008
e-mail: slucania@monroecounty.gov

The undersigned is in receipt of the said RFQ document and requests that any and all additional substantive information regarding this RFQ be sent to:

Name of Designated Contact Person: _____

Name of Prospective Proposing Entity: _____

Address (to allow for express delivery, provide a street address, not a PO Box):

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Request by: _____

Print Name: _____

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Certification Regarding Debarment, Suspension and Responsibility

The undersigned, an authorized representative of the submitting entity, certifies, to the best of his/her knowledge and belief, that the Applicant/Submitting Entity and its principals:

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

Date: _____

[Print Name of Proposing Entity]

By: _____
[Signature]

[Print Name]

[Print Title/Office]

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Non-Collusion Certificate

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

1. The prices in this Statement of Qualifications have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Applicant or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Statement of Qualifications have not been knowingly disclosed by the Applicant prior to opening, directly or indirectly, to any other Applicant or to any competitor, and;
3. No attempt has been made or will be made by the Applicant to induce any other person, partnership or corporation to submit or not to submit a Statement of Qualifications for the purpose of restricting competition.

Date: _____ Company: _____

By: _____

Print Name: _____

Title: _____

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RFQ – To Provide Internal Audit Services for the Monroe County Airport Authority

Statement of Qualifications Acknowledgment of Authorized Officer

The submittal of this Statement of Qualifications is the duly authorized official act of the Applicant and the undersigned officer of the Applicant is duly authorized by resolution of Applicant to execute this Acknowledgment on the behalf of and as the official act of the Applicant, this ___ day of _____, 2011.

Company: _____

By: _____

Print Name: _____

Title: _____