MONROE COUNTY AIRPORT AUTHORITY

REQUEST FOR PROPOSAL

FUEL FACILITY OPERATOR AT THE GREATER ROCHESTER INTERNATIONAL AIRPORT

March 30, 2012

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

MONROE COUNTY AIRPORT AUTHORITY

Greater Rochester International Airport • Rochester • New York • 14624

Registration Form
to Receive Addenda

Regarding: Request for Proposal "Fuel Facility Operator at the Greater Rochester International Airport"

During the RFP offering period any additional/revised substantive information concerning the above RFP will be provided to registered prospective applicants. To insure receipt of all Addenda regarding the RFP entitled "Fuel Facility Operator at the Greater Rochester International Airport", dated March 30, 2012, please complete the information requested below and return it via mail, fax or e-mail immediately to the RFP Coordinator:

Stephanie Lucania
Department of Aviation
Greater Rochester International Airport
1200 Brooks Avenue
Rochester, New York 14624
Fax: 585-753-7008
e-mail: slucania@monroecounty.gov

The undersigned is in receipt of the said RFP document and requests that any and all additional substantive information regarding this RFP 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: _____

NO RESPONSE FORM

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

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

Name of RFP: **Fuel Facility Operator at the Greater Rochester International Airport**

Company: _____
Address: _____
_____
_____

Contact: _____
Contact Phone: _____
Email: _____

Reason for No-Response: _____
Project capacity. _____
Cannot quote competitively. _____
Cannot meet delivery requirements. _____
Cannot meet specifications. _____
Do not want to do business with the Monroe County Airport Authority. _____
*Other: _____
_____
_____

Suggested changes to RFP _____
Specifications for next _____
Request for Proposal _____
_____
_____
_____

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

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SECTION 1 – INVITATION TO PARTICIPATE

1.1 Purpose and Objective

The Monroe County Airport Authority ("the Authority") is seeking proposals from qualified firms to provide for the maintenance, operation and management services for the Fuel Facility (the "Fuel Facility Operator") at the Greater Rochester International Airport, 1200 Brooks Avenue, Rochester, New York 14624.

Prospective Proposers must offer a proposal that will meet the scope of services identified in this Request for Proposal ("RFP").

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

1.2 Restriction on Communication

Pursuant to State Finance Law §§ 139-j and 139-k, this RFP 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 proposals 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 RFP 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 RFP as Appendix B.

1.3 RFP Coordinator; Issuing Office

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

Stephanie Lucania, RFP 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 RFP 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 proposal 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 RFP, to issue amendments or addenda thereto, to issue a new RFP, 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 RFP, 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 RFP, 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 RFP is anticipated to proceed as follows:

- This RFP will be distributed on March 30, 2012.
- A tour of the Airport is not scheduled at the present time. If it is determined that there is a need to hold such a tour, then one will be scheduled and all potential proposers of record will be mailed, faxed or e-mailed a notification.
- All requests for RFP clarification must be submitted in writing to the RFP Coordinator at the address provided in Section 1.3 and received no later than 3:00 PM EST on April 18, 2012.
- All questions will be answered and documented in writing as an Addenda to the RFP. These will be sent out to all Respondents who received the original RFP no later than April 23, 2012.
- **Final RFP submissions must be received by 3:00 PM EST on Friday, April 27, 2012** 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. **There will be no public opening of the proposals.**
- Approval of Contract by the Monroe County Legislature – May, 2012
- Approval of Contract by the Monroe County Airport Authority – May, 2012

1.9 Background: The Greater Rochester International Airport

The Greater Rochester International Airport (GRIA) is owned by Monroe County and is leased to and operated by the Monroe County Airport Authority (the Authority), a public benefit corporation. There are approximately 1350 airport employees.

In 2011 enplanements were 1,209,746 and deplanements were 1,199,708 serving a total of 2,409,454 passengers. The Authority cannot predict the effect that the economy or future air carrier expansions, contractions, or relationships will have on activity under any Agreement. Each Proposer is cautioned, therefore, to use its discretion when proposing.

Major businesses located in Rochester include University of Rochester/Strong Health, Xerox Corp., Wegmans Food Markets, Inc., Bausch & Lomb, Constellation Brands and Paychex, Inc. Rochester is a nationally recognized center of higher education and research that includes the University of Rochester and Rochester Institute of Technology. Rochester has industry expertise in fields such as alternative energy, biotech and life sciences, food and beverage manufacturing, and optics and imaging.

Six airlines currently lease ticket counters and gates in the Terminal under a residual Signatory Agreement: AirTran Airways, American Eagle Airlines Inc., JetBlue Airways

Corporation, Delta Air Lines, Inc., United and US Airways. Other airlines serving Rochester (AIRPORT) as affiliate carriers for the above tenants include Air Georgian for Air Canada, Air Wisconsin, ExpressJet Airlines, Chautauqua, Colgan Air, CommutAir, Continental, Freedom, Go Jet, Mesaba, Piedmont, Pinnacle, Republic, Shuttle America and Trans States.

GRIA is committed to providing a safe, efficient, well-maintained and attractive facility for its users. The size of the Terminal is approximately 375,000 square feet. The main structure is two (2) stories high with two (2) similar one-story concourses providing a total of twenty-one (21) gates. GRIA functions primarily as an Origination and Destination (O&D) with major activities (except Sunday) in the early morning departure period when twenty (20) or more flights leave between 5:00 am and 7:30 am. AIRPORT's infrastructure has the capability to handle all types of aircraft including DC-10's and Airbus 300's.

1.10 Fuel Facility

The GRIA Fuel Facility for the storage of Jet A aviation fuel was completed in March 1999. It is located on the eastside of the Airport within the secured perimeter adjacent to Gate 5 (refer to Exhibit A). The facility replaced tankage owned by airlines and the Fixed-base Operator's (FBO) that was subsequently decommissioned and removed once the new facility became operational. The Facility was constructed to meet all standards related to storage of aviation fuel.

The facility includes six (6) 50,000-gallon horizontal steel tanks that provide a total storage capacity of 300,000 gallons. These above ground tanks are located within a concrete spill containment dike that is configured into two separate cells.

The tanker truck delivery vehicles access the off-loading station on the landside where a 300-gpm pump and related valving is used to transfer the fuel to the appropriate storage tank. There are two loading racks on the airside, each position also supplied by a 300-gpm pump, where the FBOs presently fill their delivery vehicles.

Drains from the various fuel storage and transfer areas flow through an 8,000-gallon oil/water separator. The facility also includes a 5,000-gallon waste oil tank.

Operation of the facility is managed from a single-wide trailer located on the east side of the Facility. This trailer is connected to the utility grid in the area. At this time the complex does not include a storage building for support equipment.

Records for the previous calendar year (Exhibit B) show 18,353,643 gallons of fuel delivered to aircraft for an average daily flow of 56,000 gallons. Delivery by tanker truck normally takes place five days per week from local depots.

A current inventory of items purchased for the Fuel Facility include: a 12' x 56' trailer, 3 125-lb fire extinguishers, 4 20-lb fire extinguishers, FS/500 Emergency Spill Response Units (40 gallon capacity), a fax machine, a lawn mower and weed eater, and a box of small tools.

SECTION 2 - SCOPE OF WORK

2.1 Scope of Work

The Fuel Facility supports the fueling needs of all aircraft operating at the GRIA that use Jet A fuel. The Fuel Facility may be expanded and additional facilities may be developed as demand warrants during the term of the Maintenance, Operation and Management Services (MOMS) Agreement. The Operator would be required to extend services accordingly.

Maintenance

The Operator is required to perform daily, monthly and annual checks of the Fuel Facility and is responsible for administering the warranty program for any new equipment and for implementing required safety, preventative and continuous maintenance programs.

All operation, maintenance and associated reporting are to the Director of Aviation or his designee in accordance with ATA-103 or other acceptable industry standard formats and the air carrier fuel manuals. The Operator will maintain and revise the "Policies and Procedures Operating Manual" (refer to Exhibit 2 of the attached Sample MOMS Agreement). The Manual includes quality control standards and a preventative maintenance program utilizing ATA-103 and the Fuel Facility manufacturer's manuals as the basis for minimum standards. The Operations Manual is and will remain the property of the Authority.

Inventory Management

The Operator is responsible for ordering fuel and scheduling the pipeline deliveries (of/to) various suppliers and Airlines on behalf of all users of the Fuel Facility. The Operator must maintain sufficient positive inventory to assure the receipt, storage and dispersal of fuel without interruption to any user of the Fuel Facility and not allow any single air carrier or supplier to have a negative inventory at any time. The Operator is required to establish and maintain records to control deliveries, inventory level and individual dispersal of jet fuel.

The Operator coordinates with all persons providing into-plane fueling service in order to receive into-plane dispersal data for inventory control purposes and also coordinates with all Airlines and into-plane agents to adjust fuel requirements due to flight schedules and weather.

The Operator will be familiar with procedures and the administration of tax-exempt fuel.

The Operator will provide an electronic inventory management system and implement controls and procedures for the fuel accountability program. All cost or expenses associated with computer programming, software, hardware and systems related to inventory management or other necessary Operator programs related to the MOMS Agreement shall be the sole responsibility of the Operator and shall not be charged to the Authority.

Transition Protocol

Upon notice of Award, the successful Proposer will be required to have a team in place and on site to commence the hiring and training of its employees, and, if the Award is made to a new Operator, accomplish any and all requirements related to a transition of Operators.

Because the Authority owns the Fuel Facility and all the capital equipment, a transition from one Operator to a new Operator would be on a turnkey basis. A new Operator would be required to immediately provide an electronic inventory control system as indicated above in the section "Inventory Management."

The current Operator is eligible to submit a Proposal in response to this RFP.

2.2 Qualifications to Propose

The Operator, or the Operator's personnel, must identify their experience within the last ten years in the maintenance/operation/management of terminalling facilities or fuel systems that serve airline locations. Such experience shall include, at minimum:

- the scheduling of jet fuel deliveries for multiple holders of title in large batches;
- inventory management of large volumes of jet fuel for multiple users of a fueling system;
- technical expertise in the operation and maintenance of state-of-the-art electrical and controls systems;
- technical expertise for major maintenance of jet fuel facilities;
- demonstrable, satisfactory experience and training in the management of environmental compliance and control programs; and
- in the management of financial systems required for full financial accounting

2.3 Fuel Facility User Agreements

In order to access the Fuel Facility a user must execute one of the agreements described below. These Agreements are Exhibits 3-6 in the attached MOMS Agreement (Exhibit G). The Operator is responsible for administering, on behalf of the Monroe County Airport Authority, these agreements, as well as any other agreements related to the GRIA Fuel System that might become applicable. These agreements are subject to change upon mutual agreement by all parties.

Contracting Airline Interline Agreement

This agreement is for high volume users of the fuel facility and requires the airline to enter into a commitment to share in ten percent (10%) of the fuel facility's net monthly cost. Ninety percent (90%) of the fuel facility's net monthly cost will be allocated pro rata based on the proportion that each Contracting Airline's gallonage for that month bears to the total gallonage for that month. In exchange for this commitment the air carrier will receive the benefit of revenue collected from Non-Contracting and Itinerant Users in calculating the Contracting Airlines monthly balance of the net fuel facility cost.

Non-Contracting User Agreement

This agreement is for lower volume users that cannot or do not want to enter into a long-term agreement. The agreement is for a renewable term of thirty (30) days at either parties option and establishes a per gallon user fee at 125% of the Contracting Airlines monthly net fuel facility fee. The agreement provides for the rights and responsibilities of these Non-Contract users.

Itinerant User Agreement

This agreement is for all other aircraft, General Aviation and itinerant users of the Fuel Facility, fueled by into-plane fuelers that are not a party to a Contracting Airline or Non-Contracting User Agreement. Itinerant users pay 150% of the Contracting Airline's monthly net Fuel Facility fee.

Fuel System Access Agreement

This agreement is for companies that provide into-plane fueling services to the air carriers. Into-plane fuel providers deliver fuel from the fuel facility to aircraft. The agreement provides access to the fuel facility and regulates the use of the facility by into-plane providers. The Airport currently has three companies, Kattl, LLC, Ossian Airways and US Airports Flight Support.

SECTION 3 – SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Proposal

A. Acceptance Period and Location. To be considered, Proposers must submit a complete response to this RFP. Please refer to Section 3.5 for detailed submission requirements. 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.

One (1) original and four (4) copies along with one (1) electronic proposal in a PDF version on CD or flash drive of the complete response to this RFP 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 Friday, April 27, 2012** addressed to:

Stephanie Lucania, RFP 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 **"Proposal for Fuel Facility Operator at the Greater Rochester International Airport"**. Any Statement of Proposal 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.** Proposers 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 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 Proposer'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 "Proposer complies" or "Proposer understands" should be avoided.

3.2 Response Date

To be considered, sealed proposals must arrive to the locations on or before the time and date specified in Section 3.1(A). **Requests for extension of the submission date will not be granted.** Proposers 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 instructions in Section 1.4 of this Request for Proposal. Questions and answers will be provided to all Proposers who have received RFPs and **returned the Registration Form to Receive Addenda**. No contact will be allowed between the Proposer and any other member of the Authority with regard to this RFP during the RFP process unless specifically authorized in writing by the RFP Coordinator. Prohibited contact may be grounds for Proposer 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 that received the original RFP. 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 Addenda**. An acknowledgment of such addenda, if any, must be submitted with the RFP response.

3.5 Submission Requirements – List of Required Attachments and Forms

One (1) original and five (5) copies along with one (1) electronic proposal in a PDF version of the proposals shall be submitted in the form and manner set forth in the attached *Form of Statement of Proposal* 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 Proposal.*

B. **Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.

C. **Company Profile.** Provide a brief overview of the firm including the types of services offered. List names of the owner(s), partner(s), corporate officer(s) and/or board of director. If proposer's organization is a subsidiary or affiliate of another organization, provide full disclosure of any entities that exert direct or indirect ownership or control of proposer's organization.

D. **Qualifications.** Provide a narrative that demonstrates knowledge and understanding of the maintenance, operation and management of major fueling facilities and/or commingled airport fuel systems, such as GRIA's, that serve all airlines. Refer to section "Operator's Qualifications" above.

E. **Experience.** Provide a matrix, with these headings, of current Operator service locations:

Location	Fuel Storage	Into-Plane Fueling	Consortium	Years Experience

F. **Management Capability.** Demonstrate that as a business entity, Proposer has sufficient management competency and that its personnel have appropriate training and experience to operate, maintain and manage a fuel facility such as GRIA's.

A. Include brief resumes for all of your staff who will be involved in the maintenance, operation, management of GRIA's Fuel Facility.

B. Designate the manager candidate and explain why this person has been selected

G. **Operations Plan.** Submit a plan showing how the Fuel Facility will be maintained/operated/managed in accordance with ATA-103 and the air carrier fuel manuals. Review the attached Operation Manual (Exhibit C). Describe procedures to perform major maintenance tasks, including any necessary outside labor that might need to be contacted from third parties to assist with management and operation duties. Describe proposed acquisition and procurement policies and procedures to acquire materials, parts and supplies to support GRIA's Fuel Facility.

H. **Environmental Management.** Provide a narrative description and submit evidence of the training and experience of proposer's qualifying personnel with environmental compliance, overview, management, controls, remediation and permitting for fuel facilities. Include a description of other environmental related resources that Proposer would make available. To the extent that Proposer has previously contracted for expert, professional services in the areas of fuel system engineering, environmental protection and/or remediation, describe these relationships, the scope of services and the in-house resources and methods of supervising and monitoring such professionals.

I. **DBE Involvement.** Provide a plan to incorporate the participation of and opportunities for Disadvantaged Business Enterprises through mentoring, procurement, direct contracting, subcontracting, joint venture, partnership or other legal relationship.

J. **Inventory Management.** Detail proposed procedures and explain the inventory system that will be utilized to perform inventory control and management reporting for movement of jet fuel into and through the Fuel Facility. Indicate the locations where these procedures and computer systems are in place and provide examples of the reports produced by this system to track the receipt, storage and dispersal of jet fuel. Describe the procedures that Proposer will implement to schedule the delivery of jet fuel for multiple suppliers and Airlines from and through the off-airport terminalling facilities and pipeline systems into the GRIA Fuel Facility.

K. **Organization Chart.** Present an organization chart for the maintenance, operation and management of the Fueling System, identifying the relationships of both the corporate staff and all proposed management, staff and hourly personnel to be assigned to the Fuel System.

L. **Job Descriptions.** Identify all positions that will be required to maintain/operate/manage the Fueling System and provide a job description of the tasks and work assignments that each respective management, staff and hourly position will perform. Explain the need for the proposed labor force.

M. **Work Schedule/Task Identifications.** Provide a manning and staffing work schedule flow chart that supports the work tasks identified and the resulting work force complement to maintain and operate all areas of the Fuel Facility.

N. **Budget.** Present a detailed, line item proforma operating budget for the three-year term of operation. The budget must be prepared in accordance with the ATA Standard Budget Format or other acceptable industry standard format and shall include, but not be limited to, manning and staffing charts detailing the required work force complement and tasks to be performed 24 hours a day, 7 days a week. Identify salaries, wages, fringe benefits and other cost components associated with management, staff and hourly employees to be assigned to and required for the Fueling System for the five year term of the Agreement. Labor cost components must be specific by each proposed employee identified in the organization chart.

O. **Expense Explanation.** Related to Section N above, identify and explain all operating and other expenses for the Fueling System by line item description and supply the projected costs associated with that expense.

P. **Management Fee.** Submit the requested Operator management fee on a fixed fee annual basis, related solely to the cost of the proposed manpower, staffing and required inventory management system.

Q. **Cost Reduction Program.** The Authority is interested in controlling costs and maintaining them at a minimum level consistent with the requirements of the operation. Describe cost control, containment and cost avoidance programs that the proposer would use and how such programs would be implemented.

R. **References.** Provide a list of at least four (4) references including name, title, business, address, phone and fax numbers who can confirm proposer's ability to maintain, operate and management GRIA's Fuel Facility.

S. **Financial Condition of Proposer**. Proposer shall submit financial history covering the last three years. Attach the most recent copy of your latest financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principles. Also include the following information: current balance sheet, statement of revenues and expenses, statement of cash flows and appropriate notes

to these documents. 501(c)(3) organizations must submit their most recent Form 990.

T. An executed **Offerer Disclosure of Prior Non-Responsibility Determinations** in the form attached hereto.

U. An executed **Affirmation of Understanding and Agreement of Permissible Contracts** in the form attached hereto.

V. An executed **Certification Regarding Debarment, Suspension and Responsibility** in the form attached hereto.

W. An executed **Non-Collusion Certificate** in the form attached hereto.

X. An executed **Statement of Proposal Acknowledgement** in the form attached hereto

Y. **Insurance Requirements.** The Proposer 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 Proposer or by his subcontractors.

The successful Proposer 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. COMPREHENSIVE GENERAL LIABILITY INSURANCE issued to the Contractor naming Monroe County and Monroe County Airport

Authority as additional insureds, and covering liability with respect to all work performed by him under the Contract. On-Airport Operations (including automobile, contractual, completed operations, independent contractor and products hazards). Bodily injury and $10,000,000.00 per occurrence combined single limit property damage. Operations other than On-Airport bodily injury and property damage $5,000,000.00 per occurrence.

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 Contractor and covering liability and property damage on the Consultant's vehicles in the amount of $10,000,000 per occurrence.

Z. Exceptions to the Maintenance, Operations and Management Agreement. For all exceptions to the standard Maintenance, Operations and management Agreement, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the Maintenance, Operations and Management 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.

3.6 Method of Evaluation

A. The Selection Committee composed of representatives from the Monroe County Department of Aviation and the Authority will evaluate and consider proposals offered by qualified Proposers according to criteria the Authority deems pertinent to these services, which may include, but may not be limited to, the following:

- Qualifications and Experience
- References
- Management and Operations Plan
- Financial Condition of Proposer
- DBE Participation
- Potential savings to Airlines through proposed improvements/changes
- Other pertinent criteria

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

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

B. Proposer Responsibility

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

Proposers are expected to familiarize themselves with the location of the premises, and if applicable, mechanical, electrical, plumbing, fire protection, and base building details in connection with this operation.

Any person, firm, entity, joint venture, or corporation desiring to submit a proposal for fuel facility operator shall examine the terms of these instructions, the Sample Agreement and other materials and shall judge for themselves all the circumstances and conditions affecting their proposal. **Failure on the part of any Proposer to make such thorough examination or to investigate thoroughly the conditions of the proposal shall not be grounds for a declaration that the Proposer did not understand the proposal package.**

The Authority **cannot** predict the effect that future air carrier expansions, contractions, or relationships will have on activity under any Agreement. Each Proposer is cautioned, therefore, to use its discretion when proposing.

3.7 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 RFP 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.

SECTION 4 - GENERAL INFORMATION FOR THE RESPONDENT

4.1 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 County reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the County. Attached as RFP Appendix A is a copy of the Standard Monroe County Airport Authority Contract which contains mandatory provisions.

4.2 Acceptance of Proposal Content

The contents of the proposal of the successful Respondent may become contractual obligations, should a contract ensue. Failure of a Respondent to accept these obligations may result in cancellation of the award.

4.3 Prime Responsibilities

The selected Respondent will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected Respondent will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors. Further, the 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.

4.4 Contract Payment

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

4.5 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.

4.6 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.

4.7 Material Submitted

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

4.8 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.

4.9 Security Requirements

Only ticketed passengers and individuals who have an Airport security badge have access to the secured areas of the Airport.

The contractor(s) will be required to undergo a security screening process before they can receive a badge. The process includes a 10-year history and verification, fingerprinting for a criminal record search and a security orientation to familiarize them with Transportation Security Administration (TSA) and Airport security requirements. The process usually takes 1 to 3 weeks and a fee of $50 paid in advance per person screened. All others requesting access for deliveries, meetings, construction, installation or maintenance purposes, etc. require a badged escort to be by their side at all times.

Failure to comply with TSA security requirements can result in federal fines, liquidated damages and possible default of the Maintenance , Operations and Management Agreement.

APPENDIX A:

MAINTENANCE, OPERATION AND MANAGEMENT AGREEMENT

The Authority contemplates that, in addition to all terms and conditions described in this RFP, final agreement between the Authority and the selected Respondent will include, without limitation, the terms contained in this Appendix A, Maintenance, Operation and Management Agreement.

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

THIS FUEL SYSTEM MAINTENANCE, OPERATION AND MANAGEMENT SERVICES AGREEMENT (the "MOMS Agreement"), made and entered into as of _____, 2012, by and between the **MONROE COUNTY AIRPORT AUTHORITY,** a body politic and corporate, constituting a public benefit corporation created and existing under Title 31 of Article 8, of the Public Authorities Law of the State of New York, as amended, (the "Act") hereinafter referred to as "AUTHORITY", with its principal office at 1200 Brooks Avenue, Rochester, New York 14624, and _____, a corporation organized and existing under the laws of the State of New York and authorized to do business in the State of New York, (hereinafter referred to as "Operator") with its principal office at _____ _____.

W I T N E S S E T H

WHEREAS, Monroe County, New York, a municipal corporation and political subdivision of the State of New York, (hereinafter referred to as the "County"), is the owner of the Greater Rochester International Airport, located in Monroe County, New York hereinafter referred to as the "Airport";

WHEREAS, the County and the AUTHORITY have entered into a Lease and Operating Agreement, dated as of September 15, 1989, (hereinafter referred to as the "Lease"), for the transfer of certain rights and obligations to the AUTHORITY with respect to the Airport;

WHEREAS, the County/Monroe County Airport Authority ("MCAA") is a party to Interline Agreements ("Interline Agreement") which provide for the rights and duties of the Contracting Airlines as among themselves relating to the use, maintenance, operation, management and modification of the Fuel Facility and the allocation of expenses related thereto; and

WHEREAS, Operator is an aviation service corporation authorized to do business at the Airport with the ability to provide the operation and maintenance services required hereby as well as provide certain ancillary services; and

WHEREAS, the MCAA desires to engage Operator to maintain, operate and

manage the Greater Rochester International Airport Fuel System and to provide maintenance, operation and management services to the Airport.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Operator and the MCAA agree to as follows:

ARTICLE 1. DEFINITIONS

As used in this Agreement, the following terms will have the meaning set forth below:

"Acceptance Date" means the date on which an Air Carrier becomes an Additional Contracting Airline pursuant to Article 12 of the Interline Agreement (Exhibit 3).

"Additional Contracting Airline" means an Air Carrier that becomes a party to the Interline Agreement.

"Additional Facilities" means improvements and additional facilities that the County determines are needed in accordance with Article 10 of the Interline Agreement.

"Air Carrier" means any "Air Carrier" or "Foreign Air Carrier", as such terms are defined in 49 U.S.C. Section 40120, with a Federal Aviation Certification and an executed Airport Use and Lease or Operating Agreement.

"Airport" means the Greater Rochester International Airport, Rochester, New York.

"Aviation Fuel" means kerosene based jet aircraft fuel meeting the specifications of ASTM D1655, latest revision, and any other quality specifications established by the Fuel Committee from time to time.

"Bonded Fuel" means fuel: (i) that is produced outside the United States or in a foreign trade zone; (ii) remains segregated as determined by the United States customs service; and (iii) is boarded on aircraft in the conduct of foreign trade in accordance with regulations of the United States Customs Service.

"Capital Costs" means the acquisition of improvements and additional facilities as identified in Article 10 of the Interline Agreement.

"Chairman of the Fuel Committee" means the person designated as Chairman of the Contracting Airline Fuel Committee.

"Contracting Airline" means an Air Carrier that is a party to the Interline Agreement. As used in this Agreement, whenever the context so requires, "Contracting Airline" will include Additional Contracting Airlines. Refer to Exhibit 3 for a copy of the Interline Agreement.

"Effective Date" means the date as designated by the Airport to the Operator on which

the Fuel Facility is first operated in the regular course of business on behalf of the MCAA.

"Extraordinary Cost" is a non-recurring expenditure or obligation that: (I) is not a part of the normal and regular ongoing expense of operating the Fuel Facility; and (ii) is not financed in such a way as to be discharged by level monthly payments spread over a period of twelve (12) months or more. Extraordinary Cost will not include the obligation of non-defaulting Contracting Airlines to lend funds in the event of a default.

"Fuel Committee" means the committee as defined in Article 14, of the Interline Agreement composed of one representative of each Contracting Airline.

"Fuel Facility" means all fuel receipt, storage and transmission facilities, hydrant and truck delivery and dispensing systems, and related facilities and appendages that are owned or leased by the MCAA or are operated on behalf of the MCAA.

"Fuel System Access Agreement" means the agreement between the County and an Into- Plane Agent or Person to allow access to the Fuel Facility by the Into-Plane Agent or Person to provide into-plane fueling services to a User. Refer to Exhibit 6 for a copy of the Fuel System Access Agreement.

"Gallon" means a U.S. gallon.

"Gallonage" means the total number of Gallons of Aviation Fuel delivered into the aircraft of a Contracting Airline at the Airport during the relevant period.

"Into-Plane Agent" means a Person who is authorized to provide into-plane fueling services at the Airport and who has entered into a Fuel Facility Access Agreement with the MCAA for access to the Fuel Facility.

"Itinerant User" means any Person (including an Air Carrier) who takes delivery of Aviation Fuel from the Fuel Facility and who is not either a Contracting Airline or Non-Contracting Airline. Refer to Exhibit 5 for a copy of the Itinerant User Agreement.

"Monthly Gallonage" means the Gallonage of a Contracting Airline for the previous month or the average Monthly Gallonage of that Contracting Airline during the preceeding twelve (12) months, whichever is greater.

"Monthly Installment" means the total of all payments required to be paid by the Contracting Airlines: to discharge the Capital Costs for the Fuel Facility, as set forth in Article 10 of the Interline Agreement; and any similar or related regular periodic charge incurred for the construction, acquisition or use of the Fuel Facility and not a part of the Operator's Total Operating Cost.

"Net Facilities Charge" is defined as calculated pursuant to Article 8 of the Interline Agreement.

"Non-Contract User(s)" means all other airlines that are not otherwise a Contracting Airline and who enter into a Non-Contract User Agreement regarding their use of the Fuel System. Refer to Exhibit 4 for a copy of the Non-Contract User Agreement.

"MOMS Agreement" or "Agreement" means the Maintenance, Operation and Management Services Agreement between the Operator and the MCAA for the maintenance, operation and management of the Fuel Facility.

"Operator" means a qualified and duly licensed independent contractor of the MCAA selected by the Airport to exercise on behalf of the MCAA certain operation and maintenance rights and obligations defined in the MOMS Agreement.

"Other Products" means any other materials stored in or put through the Fuel Facility for use in connection with the aircraft or service vehicles.

"Person(s)" means any natural person, firm, partnership, corporation, governmental body or other legal entity.

"**Policies and Procedures Manual**" means an operating manual, attached herein as Exhibit 2, that is updated and revised by the Operator as needed and which shall include quality control standards and a preventive maintenance program utilizing ATA 103 and the Fuel Facility Maintenance Manuals as the basis for minimum standards; such Manual remains the property of the MCAA;

"System Capital Assets" equipment acquired for use in performing Operator's obligations. These are assets of the Fuel Facility and included in its inventory. Refer to Article 8.

"Withdrawing Airline" means any contracting Airline, or the successor or assignee thereof, that has withdrawn from this Agreement pursuant to Article 13 of the Interline Agreement.

ARTICLE 2. SELECTION OF OPERATOR

Section 2.01 Selection

The MCAA hereby selects Operator to perform services in connection with the maintenance, operation and management of the Fuel Facility to the extent specified herein and Operator hereby accepts such selection on the terms and conditions set forth herein. Subject to the terms and conditions of this Agreement, the MCAA hereby authorizes Operator, insofar as it may lawfully do so, and insofar as is necessary for Operator to perform services in accordance with this Agreement, to use such of the rights, easements and licenses granted by the MCAA under the Fuel Facility Agreement as may be necessary or desirable to provide said services.

Section 2.02 Agreement Subject to Other Agreements

This Agreement is subject to all of the terms and conditions of the Interline Agreement that is in effect and as amended from time to time, and to any agreements entered into in replacement thereof. The MCAA has furnished to Operator a copy of the Interline Agreement as Exhibit 3 herein and will furnish to Operator copies of all counterparts, amendments, supplements and replacements thereof promptly, as they become effective.

ARTICLE 3. SERVICES

Section 3.01 Services

Operator shall provide all labor, materials, supplies, equipment and tools to maintain and operate the Fuel Facility and to perform management and administrative services related thereto.

Such duties shall include, but not be limited to:

1. maintain, repair, replace, inspect and, as requested by the MCAA, make modifications and additions to the Fuel Facility, including all present and future improvements and additions thereto, and all vehicles and equipment used by operator, in order to keep the Fuel Facility: (i) in good, safe and efficient operating condition and repair; (ii) in clean and sanitary condition; (iii) in compliance with the obligations of the MCAA under the Interline Agreement; (iv) in compliance with all applicable governmental laws, rules and regulations, and (v) in compliance with all directives and applicable rules established by the MCAA

2. on a scheduled basis, inspect or cause to be inspected the equipment of Users of the Fuel Facility to ensure that (i) such equipment is compatible with the safe and efficient operation of the Fuel Facility; and (ii) metering devices on such equipment are accurate and compatible with such devices used by Operator and the Contracting Airlines;

3. from time to time, as requested by the MCAA, make cost estimates and studies for matters such as maintenance and repair, to aid the MCAA in evaluating the relative advantages and disadvantages of alternatives;

4. take such measures as are reasonably required in order to secure the Fuel Facility and to prevent tampering with the Fuel Facility control system, storage and distribution facilities, buildings and equipment; provided, however, that Operator shall not be required to provide guards in the normal course of business;

5. maintain, update and revise as needed, the MCAA's Policies and Procedures Operating Manual (Exhibit 2) which shall include quality control standards and a preventive maintenance program utilizing ATA 103 and the Fuel Facility Maintenance Manuals as the basis for minimum standards.

6. perform such other functions relating to the operation and maintenance of the Fuel

Facility as the County may reasonably authorize or request;

7. provide management and technical personnel to attend meetings required for the orderly and efficient operation of the Fuel Facility, including meetings with the Airport, MCAA, suppliers, architects, engineers, contractors, agencies, airline station management, and others;

8. schedule, monitor, receive and, subject to the direction and authority of the MCAA, control deliveries, storage and withdrawals of Aviation Fuel and any other associated products in or at the Fuel Facility in accordance with the terms and provisions of this Agreement and the Interline Agreement; inspect Aviation Fuel and any other associated products delivered to the Fuel Facility at a minimum in accordance with the following criteria or latest revision to the criteria:

Aviation Fuel Test	**Limit**
Appearance	Clear and Bright
Aquaglo	30 PPM Max
Millipore Color	#3 Max. Dry (3 Gallon Test)
Microsep	Min. 85
Gravity API	Min. 37 - Max. 51 (at 60 F.);

9. protect the Aviation Fuel from the introduction of any substances which change the quality of the Aviation Fuel after delivery thereof to the Fuel Facility and take all other reasonable steps to preserve the quality of the Aviation Fuel in its possession in the Fuel Facility;

10. upon request, arrange exchanges of Aviation Fuel and other associated products among the Contracting Airlines and Non-Contracting Users in accordance with Article 13 of this Agreement;

11. maintain on a current basis complete and accurate books and records for the allocation among the Contracting Airlines in (accordance with Article 8 of the Interline Agreement) of the Total Facilities Charge, the Monthly Installment, any costs associated with a special Facility, and Extraordinary Costs;

12. maintain on a current basis complete and accurate books and records and make reports to the MCAA and the Contracting Airlines, in such form and detail as may be specified by the MCAA and the Contracting Airlines, of deliveries, storage, withdrawals, gains and losses of Aviation Fuel and other associated products, expenses of the Fuel Facility and revenue generated therefrom and allocation of revenue and expenses; all such records shall be prepared in at least duplicate, and operator shall, by the second business day of each calendar month, provide the MCAA and each Contracting Airline and Non-Contracting User with a report of the total amount of all Aviation Fuel received and dispensed pursuant hereto, and Operator shall be responsible for determining that the actual amount of any delivery

to or by Operator shall be correct and accurately reflected by its records;

13. comply with established Bonded Fuel procedures as applied to the movement of Bonded Fuel through the Fuel Facility if and when applicable;

14. maintain general ledger, including journals, subsidiary ledger interface, software upgrades, account reconciliation's and monthly/annual trial balance compilations;

15. maintain fixed asset ledger, including reconciliations of construction-in-progress and transfers to capital accounts, consistently in accordance with generally accepted accounting principles, and tax depreciation computations; and periodic reporting for insurance and tax purposes;

16. maintain accounts receivable ledger, including receipts posting, cash application, past due correspondence and follow-up; prepare past due aging summary along with documentation and follow-up for bankrupt accounts;

17. invoice and collect charges from Contracting Airlines and Non-Contracting Users and other Persons who may throughput Aviation Fuel through the Fuel Facility;

18. process accounts and notes payable, including preparation of note payment amortization schedules and checks; review documents, and prepare cost/capital account application for the timely payment of: leases, construction progress payments, taxes, management fees, rental payments, county capital payments, capital reserve, professional fees, customs broker fees and other miscellaneous payments; and upon notice to the MCAA, reject all payment requests that are not appropriate or correct;

19. prepare and timely submit statutory reports required by federal, state, or local law, ordinance or regulations to be filed, submitted or maintained by the MCAA and coordinate all tax and fee payments related to such returns and reports;

20. prepare monthly and annual State of New York sales tax returns required by law, including research for various revenue/receipt tax application;

21. coordinate insurance requirements entailing special cost analyses, coverage research and periodic procurement of insurance and appraisals as required by the MCAA; assure that required insurance of Users is current and in compliance with the respective agreements;

22. maintain, as necessary, a separate bank account in a financial institution designated by the Treasurer of MCAA to pay Fuel Facility expenses, with it being understood that such funds shall not be commingled with other Operator funds; manage cash and related controls which entail monthly reconciliation of bank accounts and maintain adequate balances, authorized signature cards and a cumulative record of cash sources and uses;

23. invest from time to time surplus Fuel Facility funds in an interest bearing account designated solely for Fuel Facility purposes, to include the purchase of government securities and high grade commercial paper as authorized by the Treasurer of the MCAA, provided however, that such funds shall not be commingled with any operator funds;

24. research, compile, analyze, and present when requested special reports of current operations and financial matters for the Fuel Facility;

25. administer this Agreement and any other agreements covering the operation of the Fuel Facility; administer agreements entered into from time to time by the MCAA and/or Operator with third parties covering the operation and maintenance of the Fuel Facility, and assure that performance and operation is in accordance with such agreements;

26. research and resolve problems and respond to requests for information as reasonably requested from the Contracting Airlines, Non-Contracting Users, suppliers, vendors, and others as approved by the MCAA;

27. coordinate meeting arrangements including the preparation of agendas and mailings and take the minutes of meetings;

28. be responsible for compliance with applicable environmental laws, rules, regulations and ordinances, and for the securing and filing of all necessary permits, licenses, documents or other related items;

29. maintain statistics for the Fuel Facility; and

30. assure all Persons are properly accessing and using the Fuel Facility and that established procedures and contractual obligations are met and followed.

ARTICLE 4. FEES AND CHARGES

Section 4.01 Total Operating Costs

Total Operating Costs shall consist of a Management Fee, Reimbursable Direct Costs and Reimbursable Indirect Costs as defined in this Section 4.01.

Management Fee. For service rendered hereunder, the County shall pay to Operator _____ Dollars ($_____) per month from the Effective Date of the MOMS Agreement through the Term of Agreement.

Reimbursable Direct Costs. Reimbursable Direct Costs shall include the following items to the extent actually paid by Operator and as included in the approved Annual Operating Budget:

1. Direct salaries and wages (including overtime pay), together with payments or costs for reasonable associated payroll expense, retirement funds or unemployment compensation funds, employee savings programs, life, health, accident and unemployment insurance premiums, workers' compensation, vacation and holiday pay, sick leave pay and other fringe benefits, but excluding bonus and severance pay, for Operator's employees assigned to operate the Fuel Facility. For Operator's employees who do not work full time at the Fuel Facility or who do not perform functions solely related to the Fuel Facility, such costs and expenses shall be allocated to the Fuel Facility based upon the percentage of such employees' time associated with the Fuel Facility as agreed between Operator and the MCAA;

2. commercially reasonable cost of auto repair, maintenance, parts and insurance coverage for motor vehicles used solely in connection with the Fuel Facility;

3. commercially reasonable cost of contract labor and outside services for repair and maintenance of the Fuel Facility performed by an outside contractor on contract and not as a part of a specific capital project;

4. depreciation costs on System Capital Assets and equipment purchased and used for the Fuel Facility in accordance with generally accepted accounting principles consistently applied;

5. interest expense associated with the acquisition of System Capital Assets and if Operator obtains external financing for System Capital Assets, the debt service and related acquisition fees as agreed to by MCAA;

6. cost of parts, materials, and supplies for routine and emergency maintenance repairs of the Fuel Facility including by way of example routine filter changes;

7. the purchase price of routine Fuel Facility maintenance parts, supplies and inventory stock items;

8. the purchase of both gasoline and diesel fuel inventory for Fuel Facility equipment usage;

9. rental of Operator-owned equipment assigned to and used solely in connection with the Fuel Facility;

10. cost of equipment, material and supplies for the inspection, testing and analysis of Aviation Fuel in the Fuel Facility;

11. cost of outside miscellaneous services such as cleaning of uniforms, overnight mail, special fabrication work and repairs performed at the vendor's shop related to services provided by Operator to Contracting Airlines hereunder;

12. that portion of rentals payable by Operator for space used at the Airport and that portion of fees payable by Operator for rights granted by Airport to operator at the Airport which, in each case, are allocable to the performance of services under this Agreement;

13. utilities, electricity and water charges for the operation of the Fuel Facility;

14. charges for routine removal of hazardous and other waste products and trash at the Fuel Facility; and

15. other charges, expenses and costs approved by the MCAA.

Reimbursable Indirect Costs. Reimbursable Indirect Costs shall include the following items to the extent such items are related to services provided by Operator to the MCAA hereunder, and to the extent actually paid by the Operator and as included in the approved Annual Operating Budget:

1. supplies for computer operation;

2. federal, state and local taxes attributable to the performance of services hereunder, but excluding operator's corporate license fees, franchise taxes and income taxes;

3. premiums for insurance to be maintained pursuant to Section 9.02 and 9.03 hereof and payment of any deductibles in connection therewith on account of losses incurred by the MCAA if the MCAA has requested such deductibles except as set forth in Section 9.04(c), hereof;

4. the cost of office supplies, printing of forms;

5. outside consultant fees pre-approved by the contracting Airlines as a maintenance and operating expense and not as part of a capital project;

6. telephone, remote and basic communication equipment, rental and toll charges;

7. reasonable costs of travel, lodging and meals for the Operator's management staff as directed by the MCAA to attend Fuel Facility meetings held outside the area, provided that all travel shall be pre-approved by the MCAA; and

8. other charges, expenses and costs approved by the MCAA.

Section 4.02 Costs Excluded from Total Operating Costs

The following costs and expenses shall not be included as Total Operating Costs:

1. except as provided for herein, overhead costs for Operator's home office or non-Rochester area offices, examples of which are compensation of personnel based

outside of the Rochester area, travel expenses outside the Rochester area and the cost of those services which Operator contemplates performing at its home office (whether or not actually performed there). Operator contemplates that its home office will provide the usual home office management, supervisory and administrative functions and that its home office will prepare the payrolls and similar reports that may be necessary in connection with performing services hereunder, but not the underlying time keeping and similar records on which such reports or statements are based. Costs of preparation of monthly statements and invoices in connection with this Agreement shall be part of Total Operating Costs, wherever performed;

2. fees of Operator's legal counsel;

3. the cost of any System Capital Asset except the amounts referred to in Section 4.01 Reimbursable Direct Costs #4 and #5, hereof;

4. any cost or expense which is reimbursed from the proceeds of any insurance obtained by operator pursuant to Article 9 herein;

5. any claim against Operator arising pursuant to Section 9.01 herein;

6. in the event operator performs other services for any Person, other than pursuant to this Agreement, all expenses incurred by operator in connection with providing such services including overhead, wages and payroll costs attributable to such services and all other costs incurred by it in providing such services;

7. moving or relocation expenses to or from any area of Operator's personnel;

8. any charges incurred by Operator by reason of operator's failure to obtain any available early payment or pre-payment discount and any late payment charges incurred by operator, unless and to the extent that such failure or late payment is specifically authorized by the terms of this Agreement or is specifically directed, or the result of action or lack of action, by the MCAA and Contracting Airlines or due to another cause beyond the reasonable control of Operator; and

9. any cost or expense associated with computer programming, software, hardware, personal computer equipment and systems;

Section 4.03 Credits

Unless otherwise designated by the MCAA, or except as otherwise provided herein, for any month:

1. all costs and fees payable by Non-Contracting Users and Itinerant Users or their suppliers in any month for use of the Fuel Facility;

2. costs that are (i) attributable to portions of the Fuel Facility used by fewer than all

Contracting Airlines, (ii) Special Facilities, or (iii) otherwise the responsibility of one or more but fewer than all the Contracting Airlines;

3. costs incurred (i) for the sole benefit of a particular User or (ii) as the result of the negligence of or damage to the Fuel Facility by any User or its Into-Plane Agent or Supplier.

Section 4.04 Expenditures

Expenditures for outside services or materials shall be approved by the MCAA and, if reasonably feasible, be subject to competitive bid. Purchases of materials or services from any Person in any way affiliated with Operator shall be specifically disclosed in writing to the MCAA and shall be subject to the prior written approval of the MCAA. The foregoing shall not be deemed to restrict Operator from taking appropriate action in the event of an emergency.

Section 4.05 Allocation of Costs

The amount payable for the Total Operating Costs shall be allocated among the Contracting Airlines in the manner set forth in the Interline Agreement with respect to the Net Facilities Charge.

ARTICLE 5. OTHER SERVICES BY OPERATOR

Section 5.01 Other Services to Contracting Airlines

Operator may render services to individual Contracting Airlines, other than those services constituting the subject matter hereof, including but not limited to into-plane servicing of aircraft and making of improvements to exclusive use area on such terms and conditions as are agreed upon by Operator and each individual Contracting Airline or other airline, so long as the rendering of such services does not interfere with Operator's performance of its obligations hereunder.

ARTICLE 6. STANDARDS OF OPERATIONS

Section 6.01 Hours

Operator shall operate the Fuel Facility twenty-four (24) hours per day, seven days per week.

Section 6.02 Impartiality

Operator shall furnish services impartially to each contracting Airline and shall not favor any Contracting Airline over any other Contracting Airline.

Section 6.03 Efficient Operation

Operator shall operate the Fuel Facility in an efficient, prudent and economical manner and shall in good faith act to keep the Total Facilities Charge to a minimum consistent with the level and type of service desired by MCAA. Operator shall comply with all directions, rules and procedures prescribed by the MCAA and all applicable

governmental laws, rules and regulations.

Section 6.04 Staffing and Budget

Prior to the execution of this Agreement and prior to of each calendar year thereafter, Operator shall submit to the MCAA for its approval Operator's proposed budget and staffing plan (in accordance with the ATA standard budget format), of the Fuel Facility, including an identification of job positions, scope of duties, salary and wage levels. Operator shall provide personnel for the Fuel Facility in accordance with such approved staffing plan. At the reasonable request of the MCAA, Operator shall periodically submit to the MCAA a revised budget for the Fuel Facility. Approval of the proposed budget shall be by the MCAA.

Section 6.05 Employees of Operator

Operator is an independent contractor and its employees engaged in performing services hereunder shall be considered employees of Operator for all purposes and shall under no circumstances be deemed to be employees of the MCAA. Operator shall train, and retrain as necessary, its employees in accordance with training procedures to be developed on or before commencement of services under this Agreement and approved by the MCAA and Operator shall maintain appropriate records to document such training and retraining. The MCAA shall not have any right or responsibility to supervise or control any employee of Operator. Any complaint or request concerning the performance of services by Operator shall be made by a Contracting Airline to Operator in writing with a copy to the MCAA. When present at the Airport, Operator's employees shall not display any insignia or name other than that of Operator.

Section 6.06 Relations with Workers

Operator assumes responsibility for establishing workable and satisfactory relations with its employees and any authorized employee representative representing Operator's personnel, who are engaged in the performance of services hereunder, including responsibility for labor negotiations, arbitrations and grievance hearings that may involve such personnel.

ARTICLE 7. NON-DISCRIMINATION

A. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23, subpart F. The Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement covered by 49 CFR, part 23, subpart F.

B. The Operator agrees to include the above statements in any subsequent agreements that it enters and cause those businesses to similarly include the statements in further agreements.

C. Operator further agrees to adhere to provisions of Article XV of the New York State Executive Law entitled the 'Human Rights Law" and to abide by the provisions of the Authority's Affirmative Action Program to the extent the same is applicable.

D. It is the policy of the County that disadvantaged business enterprise (DBE) shall have the maximum opportunity to participate in any activity, service or facility at the Airport under agreement, contract with or franchise from the County. Operator shall make good faith efforts to ensure that business concerns owned and controlled by socially and economically disadvantaged individuals (DBE) as defined in 49 CFR Part 23 participate in at least 15% of the activity, service or facility provided by Operator during the entire term of its Agreement by means of a joint venture, partnership, franchise or any other legal arrangement that results in bona fide ownership and control of the activity, service or facility.

ARTICLE 8. BILLS AND ACCOUNTS

Section 8.01 Billing

A. In accordance with the Interline Agreement, each Contracting Airline shall maintain on deposit with the MCAA an amount equal to two months estimated Net Facilities Charge and Operator may draw against such deposit in the event any Contracting Airline does not pay all amounts billed hereunder within (30) days from date of invoice. Interest earned on such deposits shall be credited against the Total Facilities Charge for each Contracting Airline.

B. Before the last business day of each calendar month during the term of this Agreement, Operator shall render an itemized bill to each Contracting Airlines as follows:

1. An estimate of the Total Facilities Charge for the succeeding calendar month based on actual gallons used from the previous month.
2. An adjustment equal to the difference between the estimated charge for the preceding month and the actual charge after reflecting actual gallons and applicable credits.
3. The amount set forth on such bill shall be due and payable within thirty (30) days from date of invoice.

Section 8.02 Collection Expenses

All expenses (including attorneys' fees) incurred by operator collecting or attempting to collect delinquent accounts from a Contracting Airline shall be reimbursed by such Contracting Airline.

Section 8.03 Books, Records and Accounts of Operator

Operator shall at all times keep complete and accurate books, records and

accounts from which it shall determine the cost to it of services rendered hereunder and the fee payable therefor, the allocation of such cost and fee among the Contracting Airlines, the amount of any credits to be allocated among the Contracting Airlines and the allocation thereof. Upon request of the MCAA Operator shall employ a certified public accountant (who at the MCAA's option, may be the Certified Public Accountant regularly employed to audit Operator's books or any other certified public accountant selected by the MCAA's) to carry out an examination of such books, records and accounts. The cost of any such requested services shall be part of the Total Facilities Charge hereunder. The books, records and accounts of Operator pertinent to this Agreement shall, at all reasonable times, be accessible to and open for inspection, examination and audit by the MCAA and its authorized representatives. Subject to requirements of law, all books, records and accounts which have been audited by the MCAA may be disposed of five (5) years after the last of any such audit and, after providing notice upon the MCAA's request, the MCAA may take possession of such books, records and accounts.

ARTICLE 9. SYSTEM CAPITAL ASSETS

Section 9.01 Acquisition of System Capital Assets

A. Equipment acquired for use in performing Operator's obligations hereunder shall be deemed "System Capital Assets". System Capital Assets may be purchased outright (with the written approval of the MCAA), leased by Operator pursuant to an agreement of lease acceptable to and approved by the MCAA, or financed at such terms and period for repayment and rates of interest as are acceptable to and approved by the MCAA and the Operator.

B. Operator hereby grants to the MCAA a security interest in each and every System Capital Asset in order to secure Operator's obligations under this Article 8. Operator shall cooperate in the filing of such financing statements, continuation statements and other documents deemed by the MCAA to be necessary or appropriate to evidence the interest of the MCAA in System Capital Assets.

C. Operator shall keep all System Capital Assets free and clear of any and all liens except liens approved in writing by the MCAA and the security interest of the MCAA. Operator shall protect its interest and the interest of the MCAA hereunder in System Capital Assets from all claims and liens of all third parties, and shall maintain a current inventory of such System Capital Assets.

Section 9.02 Sale or Disposition of System Capital Assets

Operator shall not sell or dispose of any System Capital Asset without the prior written approval of the MCAA. Any amount received by Operator upon the sale or disposition of a System Capital Asset that is in excess of Operator's unamortized investment therein shall be credited to the MCAA as determined by the MCAA. Operator's unamortized investment in a System Capital Asset shall equal Operator's

actual costs of acquiring such System Capital Asset and any improvements or modifications capitalized in accordance with generally accepted accounting principles consistently applied, less the cumulative amount charged to the MCAA, excluding interest, as a Total Operating Cost pursuant to Section 4.01 herein.

Section 9.03 Purchase upon Termination of Agreement

Upon the expiration or termination of this Agreement, the MCAA shall purchase from Operator, and operator shall sell to the MCAA, all of operator's interest in System Capital Assets at a purchase price in cash equal to Operator's then unamortized investment in the System Capital Assets; such sale shall convey title to the MCAA free and clear of any and all liens.

Section 9.04 Allocation of Amounts Upon Sale

Any payments by the MCAA to Operator or by Operator to the MCAA upon the sale or disposition of System Capital Assets pursuant to Sections 8.02 or 8.03 shall be made in such respective proportions as shall fairly reflect the basis on which amortization was paid by the MCAA prior to such sale or disposition.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

Section 10.01 Indemnification by Operator

A. Operator agrees to indemnify, defend and hold harmless the County and the MCAA and, together with all of their respective officers, directors, employees, agents, successors and assigns (each an “Indemnity”) from and against all claims, liabilities, damages, losses, judgments, expenses (including reasonable attorneys' fees and expenses) and fines that may be suffered by, accrue against, charged to or recoverable from each Indemnity by reason of any loss of, or damage to property, or injury to or death of any person arising out of any negligent or willful act or omission of Operator, its officers, directors, employees, contractors, and agents, or any of them, in connection with the performance of this Agreement, except to the extent caused by the negligent or willful act or omission of an Indemnity. Each Indemnitee shall give operator prompt and reasonable notice of any such claim or action. In no event shall costs incurred in the defense of any action be deemed to be an operating cost of Operator unless previously agreed to by the Indemnities.

B. Operator shall unconditionally, irrevocably and absolutely indemnify, defend with counsel acceptable to the County and to the MCAA, and save harmless the County and the MCAA for, from and against any and all damages, losses, liabilities, obligations, claims, litigation, demands, defenses, judgments, suits, proceedings, fines, penalties, costs, disbursements and expenses (including without limitation, penalties and fines within the meaning of CERCLA), of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against the County or the MCAA and arising from any violation or alleged violation of Environmental Laws, environmental problem or other environmental matter (other than Pre-existing Contamination or contamination attributable to non-

operator substances) described herein relating to the Fuel Facility premises and occurring during the Term of the Agreement, or arising as a consequence of any of the Operator's interest in or operation of the Fuel Facility, including, without limitation, matters arising out of any breach of Operator's covenants, representations and warranties. The MCAA shall not assume any liability or obligation for loss, damage, fines, penalties, claims or duty to clean up or dispose of Hazardous Materials, or other wastes or materials on or relating to the Fuel Facility premises regardless of any inspections or other actions made or taken by the MCAA on the Fuel Facility premises or otherwise.

Notwithstanding the foregoing, the indemnity obligation of Operator shall not apply to any liability, loss, or claim 1) caused by actions taken by or on behalf of the MCAA which are caused solely by the negligence or willful misconduct of the MCAA or 2) caused by the Pre-existing Contamination or contamination attributable to Non-Operator substances. All warranties, representations and obligations set forth herein shall be deemed to be continuing and shall survive termination of this Agreement. In addition, the covenants and indemnities of Operator contained herein shall survive any exercise of any remedy by the MCAA under the Agreement. The Operator shall give the County and MCAA prompt written notice of any claims threatened or made or suit instituted against it which could result in a claim of indemnification hereunder.

Section 10.02 Insurance

The Fuel Facility and all improvements, Additional Facilities, Special Facilities and the System Capital Assets shall be insured by the Operator at all times during the term of this Agreement against loss or damage caused by perils ordinarily covered under fire and extended coverage policies in an amount equal to the replacement value of the Fuel Facility (to be determined by an independent qualified appraiser) subject to reasonable deductibles, and under difference in conditions coverage, including flood and earthquake and such other perils to the extent included in the Operator's difference in conditions coverage, subject to reasonable deductibles and a maximum loss limit specified from time to time by the MCAA. All such insurance shall be issued by insurers of recognized financial responsibility acceptable to the MCAA and shall name Operator, the County, the MCAA, and such other Persons and entities as the MCAA may direct as additional insureds thereunder.

In addition, Operator shall obtain and maintain insurance of the following types and amounts issued by insurers of recognized financial responsibility acceptable to the MCAA. Except for Workers' Compensation, such insurance shall name as additional insureds, both Monroe County and the Monroe County Airport Authority and such other persons as the MCAA may designate, covering the operations, activities, and services of Operator under this Agreement. Operator shall cause certificates of insurance to be furnished to the MCAA certifying that all the insurance coverage required pursuant to this Section 9.02 is in effect and providing that it shall not be cancelable or materially reduced except upon thirty (30) days' written notice to each of the MCAA and to such other Persons and entities as the MCAA may designate of such proposed cancellation or reduction.

The Certificate, with respect to Operator's Comprehensive General Liability

Coverage, shall state that such coverage is primary and without right of contribution from any insurance carried by the MCAA or any other additional insured and that the liability assumed by Operator under this Agreement (including, without limitation, the indemnity obligations under Section 9.01) has been specifically insured under the liability policy, but such insurance in no way limits Operator's liability hereunder. The required insurance and minimum limits of coverage are as follows:

	DESCRIPTION	LIMITS OF LIABILITY
A.	**Comprehensive General Liability Coverage**	
1.	On-Airport Operations (including automobile, contractual, completed operations, independent contractor and products hazards).	
	Bodily injury and property damage	$10,000,000.00 per occurrence combined single limit.
2.	Operations Other than On-Airport - Bodily injury and property damage.	$ 5,000,000.00 per occurrence combined single limit.
B.	**Automobile Liability** Bodily injury and property damage	$10,000,000.00 per occurrence combined single limit.
C.	**Workers' Compensation**	Statutory

Section 10.03 Additional Insurance

At the written request of the MCAA, Operator shall obtain other forms of insurance coverage, if commercially available, against any and all hazards in addition to those specified in this Article or in limits higher than those set forth in this Article. The cost of any such additional insurance shall be included in the Total Operating Cost.

Section 10.04 Use of Insurance Proceeds

A. In the event any System Capital Asset is damaged, destroyed or lost, such damage, destruction or loss shall be, unless otherwise directed by the MCAA, repaired or replaced by Operator with due diligence. Operator shall apply to such repair or replacement all or so much as may be necessary of the proceeds of insurance, if any, available to it by reason of such damage, destruction or loss. In the event the proceeds of insurance are insufficient to defray the full cost of such repair or replacement, the deficiency shall be amortized in the same manner as if Operator's unamortized investment of such System Capital Asset had been amortized. In the event such insurance proceeds are in excess of the full cost of such repair or replacement, Operator shall pay such excess to the MCAA. In the event Operator is

directed by the MCAA not to repair or replace the damage, destruction or loss of a System Capital Asset, the proceeds of insurance, if any, available to Operator by reason of such damage, destruction or loss shall be treated as proceeds of the sale of such System Capital Asset in accordance with the provisions of Section 8.02 herein.

B. In the event of the damage, destruction or loss of any portion of the Fuel System, Operator shall, to the extent of insurance proceeds made available to Operator, repair or replace such portion with due diligence, unless otherwise instructed by the MCAA. Operator shall not be obligated to expend more than the amount available to it for such repair or replacement from proceeds of insurance plus the amount available from the MCAA.

C. Notwithstanding the foregoing, in the event the damage, destruction or loss of any System Capital Asset or any portion of the Fuel Facility is caused by the negligent or willful act or omission of operator, its officers, directors, employees or agents, Operator shall bear full financial responsibility for any uninsured losses or applicable policy deductibles. This provision shall not in any way limit Operator's obligations pursuant to Section 9.01 herein.

ARTICLE 11. TERM AND TERMINATION

Section 11.01 Term

This Agreement, unless sooner terminated in accordance with its provisions, shall be for a term of three (3) years from June 1, 2012 through May 31, 2015 unless extended three months prior to expiration by mutual consent of both the Operator and the Authority for a period of up to two (2) consecutive three year terms.

Section 11.02 Termination for Default or Otherwise

This Agreement may be terminated pursuant to Article 11 herein.

Section 11.03 Bankruptcy of Operator

If bankruptcy proceedings are commenced by or against Operator; if Operator becomes insolvent; if the MCAA has evidence that the Operator is not paying its bills when due without just cause; if a receiver of any substantial portion of the Operator's assets is appointed; if the Operator takes any step leading to its cessation as a going concern; or if the Operator either ceases or suspends operations for reasons other than strike, then the MCAA may immediately terminate this Agreement on written notice to the operator unless the Operator immediately gives the MCAA assurances, deemed adequate by the MCAA, of the future performance of this Agreement by Operator. If bankruptcy proceedings are commenced with respect to the Operator and if this Agreement has not otherwise terminated, then the MCAA may suspend all further performance of this Agreement until the Operator assumes or rejects this Agreement pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision. Any such suspension of further performance by the MCAA pending the Operator's

assumption or rejection will not be a breach of this Agreement and will not affect the MCAA's right to pursue or to enforce any rights or remedies against the Operator whether under this Agreement or otherwise.

ARTICLE 12. SECURITY DEPOSIT FOR PAYMENT

Operator shall provide MCAA on or before the Effective Date of this Agreement with a contract bond, irrevocable letter of credit or other similar security acceptable to MCAA ("Contract Security Deposit") in an amount equal to the estimate of three (3) months' net facility charge and monthly installment payable by Contracting Airline to guarantee the faithful performance by Operator of its obligations under this Agreement and the payment of all rentals, fees and charges due hereunder.

The parties agree that at the Effective Date that amount is _____ Dollars ($____,_____.00). Operator shall be obligated to maintain such Contract Security Deposit until the expiration of the term of this Agreement, and all renewals thereto.

MCAA may at its sole option, increase the amount of the Contract Security Deposit required hereunder, during the term of this Agreement or any renewal or extension thereof. In such event the Operator shall submit such additional Contract Security Deposit within thirty (30) days of receipt of MCAA notice thereof.

If Operator shall fail to obtain and/or keep in force the Contract Security Deposit required hereunder, such failure shall be grounds for immediate cancellation of this Agreement. MCAA's rights under this Article shall be in addition to all other rights and remedies provided to MCAA under this Agreement.

ARTICLE 13. DEFAULT

Section 13.01 Event of Default with Respect to Operator

The failure by Operator to perform any term or provision as required herein within fifteen (15) days after receipt of written notice of default given by MCAA or, with respect to events which are incapable of being cured within fifteen (15) days, Operator's failure to commence and diligently to continue efforts to cure such default to the satisfaction of the MCAA within such fifteen (15) days, shall constitute an Event of Default with respect to Operator.

Section 13.02 Remedies in Event of Default

In addition to any right to terminate this Agreement upon the occurrence of an Event of Default, as provided in Section 12.01, the Operator or the MCAA, as the case may be, may pursue any and all other remedies available at law or in equity in the event of a default by the other party hereto.

Section 13.03 Notice of Non-Payment

In the event that any Contracting Airline shall fail to pay to operator any amount payable in accordance with the Interline Agreement or this Agreement, Operator shall

give such Contracting Airline and the MCAA prompt written notice of such failure.

ARTICLE 14. EXCUSABLE DELAY

Section 14.01 Excusable Delay

Operator shall be excused from, and shall not be liable for, any impairment or interruption of service due to causes beyond its reasonable control. Such causes shall be deemed to include, without limitation, weather, fire, earthquake, explosions, epidemics, quarantine restrictions, flood, windstorm, power shortages, accidents, war (whether declared or undeclared), warlike operations, insurrections, acts of public enemies, civil commotions, riots, rebellions, embargoes, transportation delays, materials controls, court orders, regulations, rulings or acts of any governmental agency now existing or hereafter in effect (not arising from a breach of operator's obligations under this Agreement) and acts of God. Nevertheless, in the event of any impairment or interruption of service resulting from such cause or causes, Operator shall use its best efforts to eliminate such impairment or interruption as soon as possible and in the interim to provide such services hereunder as may practicably be performed by Operator.

Section 14.02 No Liability

Except to the extent that liability shall be compensated by insurance carried pursuant to the terms of this Agreement, in the event of a breach by Operator of any of its obligations hereunder, Operator shall be under no liability to any Contracting Airline or Non-Contracting User for mail fines, for delay to scheduled or non-scheduled arrivals or departures of cargo or passenger aircraft or equipment owned or operated by any Contracting Airline or Non-Contracting User, or for loss of full or partial use and occupancy of any such aircraft (excluding physical damage to aircraft).

ARTICLE 15. INVENTORY AND INVENTORY LOSS

Section 15.01 Ownership of Aviation Fuel

Operator shall not be responsible in any way or incur any liability whatsoever for a Contracting Airline or Non-Contracting User to any Supplier of Aviation Fuel for any payments for or charges relating to Aviation Fuel, and the Contracting Airlines and Non-Contracting User shall indemnify Operator and hold it harmless from and against any and all claims, liabilities, damages, losses and judgments, including attorneys' fees, costs and expenses incidental thereto, which may be suffered by, accrue against, or be charged to Operator by reason of any claim for payment by any Supplier of Aviation Fuel delivered for the account of a Contracting Airline or Non-Contracting User, or by reason of Operator's proper rejection of any Aviation Fuel tendered for transportation through the Fuel Facility for the account of a Contracting Airline or Non-Contracting User.

Section 15.02 Commingling

The nature of the Fuel Facility requires commingling of the Aviation Fuel. Operator will not be required to segregate or distinguish Aviation Fuel received for eventual delivery to a Contracting Airline, Non-Contracting User except, as required, Bonded Fuel shall be segregated from other Aviation Fuel.

Section 15.03 Access to the Fuel Facility

The only parties permitted to access the Fuel Facility to withdraw Aviation Fuel and thus dispense into-plane are: any Contracting Airline, any Non-Contracting User, any entity that has qualified as an Into-Plane Agent, and the Operator. No Contracting Airline or Non-Contracting User will be entitled to have delivered into its aircraft or otherwise Aviation Fuel in an amount greater than is authorized by its Supplier or, if applicable, is stored by it in the Fuel Facility.

Each User must deliver into the Fuel Facility a quantity of Aviation Fuel sufficient to meet at all times all authorized withdrawals from the Fuel Facility. In the event that a User has at any time insufficient amounts in the Fuel Facility to satisfy authorized withdrawals, arrangements must be made for delivery by another User with sufficient inventory in the Fuel Facility. The Contracting Airline, Non-Contracting User, or Into-Plane Agent is required to notify the Operator of any such arrangements made and operator must verify the arrangement with each party involved prior to delivery.

Section 15.04 Inventory Reconciliation

a) Operator shall keep current, complete and accurate inventory records. Receipts into inventory and disbursements from inventory shall be recorded in net and/or gross gallons as directed by the MCAA from time to time. At approximately the same time each day, Operator shall take inventory measurements of each storage facility and for each measurement so taken, Operator shall record the volume and the time of day such measurement was made. Each disbursement of Aviation Fuel for Into-Plane fueling shall be recorded on individual fueling tickets.

b) Using the above daily measurements, Operator shall monthly reconcile the physical inventory to the calculated inventory and present such reconciliation to the MCAA. Such reconciliation shall explain to the MCAA's satisfaction the receipt and distribution of all Aviation Fuel including all operating gains or losses of inventory. Operator shall be responsible for all loss or disappearances of Aviation Fuel from inventory in excess of 0.25 percent of the monthly disbursements that cannot be reconciled as required by this subparagraph (b), or adequately explained as a normal operating loss reasonably beyond Operator's control.

c) Operator shall be responsible for all losses of Aviation Fuel that result from Operator's negligence, mismanagement or willful misconduct. Operator shall also be responsible for all losses or disappearances of Aviation Fuel from inventory in excess of 0.25 percent of yearly throughput that cannot be reconciled as required above, or adequately explained as a normal operating loss reasonably beyond Operator's control. Within thirty (30) days following each yearly anniversary of the effective date of this Agreement, Operator shall replace all such losses or disappearances in excess of 0.25 percent of yearly throughput over the course of

the previous year not reconciled or adequately explained as provided for above, such replacement or payment to be allocated to all Users of the Fuel Facility during such previous year, based upon the respective throughput of all such Users that owned Aviation Fuel in the Fuel Facility during the period or as otherwise directed by the MCAA. All gains and losses for which Operator is not responsible shall be determined monthly and shared proportionately by Users of the Fuel System based upon total monthly volume withdrawn from the Fuel Facility for the month in question.

d) Any liability of Operator for Aviation Fuel lost, contaminated or otherwise damaged or destroyed while in Operator's custody or control shall be limited to the replacement value of such Aviation Fuel, the cost of removing and replacing such Aviation Fuel, any costs of environmental remediation and fines or charges, and all costs associated with tank cleaning and filter replacements required due to contaminated Aviation Fuel.

e) Operator shall not permit any Contracting Airline, Supplier, Non-Contracting User to operate in a negative inventory position unless previous arrangements have been made among Users of the Fuel Facility to exchange or borrow Aviation Fuel and evidence of such arrangements by Users has been previously documented to Operator by all parties involved in the exchange.

ARTICLE 16. USERS OTHER THAN CONTRACTING AIRLINES

Section 16.01 Facility Use Charge

Each Non-Contracting User and Itinerant User will be charged with and will pay a System Use Charge, which Operator will collect on behalf of the MCAA for each Gallon of Aviation Fuel transported to such Non-Contracting User and Itinerant User through the Fuel Facility. The Facility Use Charge shall be billed to an authorized Into-Plane Agent designated by the Non-Contracting User or Itinerant User. The Facility Use Charge will be in such amount as the MCAA will set and any change in the charge will be effective upon the first day of any calendar month following written notification of such change given by the MCAA to Operator. The Facility Use Charge will be in addition to any other fee or charge imposed by the MCAA and required to be collected by Operator on behalf of the MCAA. In accordance with the Fuel Facility Access Agreement each Into-Plane Agent shall maintain on deposit with the Operator, an amount equal to three months' estimated Facility Use Charge and Operator may draw against such deposit in the event any Into-Plane Agent does not pay all amounts billed hereunder in a timely fashion. Interest earned on such deposits shall be credited against future required reserve amounts.

Section 16.02 Storage Fee

In the event a Non-Contracting User has Aviation Fuel delivered into the Fuel Facility but has not thereafter withdrawn that Aviation Fuel from the Fuel Facility within thirty (30) days, then Operator will bill Non-Contracting User for a resident Storage Fee

in such amount as the MCAA will set and notify the Non-Contracting User of such billing. Any change in such Storage Fee will be effective upon the first day of any calendar month following written notification of such change given by the County to Operator for such Storage Fee. Further, Operator, as authorized by the MCAA, may require a Non-Contracting User to remove the Aviation Fuel so stored if the storage of such Aviation Fuel is determined by the MCAA to be impairing the operation of the Fuel Facility. Failure of Non-Contracting User to remove the Aviation Fuel within fifteen (15) days after notice from the Operator will permit the Operator to remove such Aviation Fuel from the Fuel Facility and dispose of the same at the sole cost and expense of Non-Contracting User.

Section 16.03 User Payment Requirements

Not later than thirty (30) days following the end of each calendar month, Operator will render or cause to be rendered an itemized bill to each authorized Into-Plane Agent designated by the Non-Contracting User or Itinerant User for the amounts due and payable for such calendar month to the Operator pursuant to Sections 15.01 and 15.02. Such bill will be due and payable upon receipt and will be delinquent ten (10) days thereafter. The amount of any delinquent bill will bear interest at two percent (2%) per month (or at the maximum rate permitted by law, whichever is lower), from the date such amount is due. Operator will promptly notify the MCAA of any delinquency and may, upon the authorization of the MCAA put such Non-Contracting User on a cash or prepayment basis. In the event of the continued failure of a Contracting User to pay such charges, Operator may pursue any and all legal and equitable remedies as authorized by the County.

Section 16.04 Operator Payment Requirements

Operator shall remit to MCAA 1/12th of the Annual Budgeted Capital Reserve Payment and 1/12th of the Annual Budgeted Debt Service Payment. Payments are due in collectable funds on the first (1st) day of the month. Failure to make prompt payment will be an event of default as provided in Article 12, Section 12.01. Late payments will be subject to interest at two percent (2%) per month (or at the maximum rate permitted by law, whichever is greater). All reasonable attorney fees and collection costs required to collect past due amounts will be paid by the Operator to MCAA.

ARTICLE 17. ADDITIONAL CONTRACTING AIRLINES

From time to time one or more Additional Contracting Airlines may become Contracting Airlines in accordance with the Interline Agreement and this Agreement. Operator shall accept each such Additional Contracting Airline as a Contracting Airline effective on the applicable Acceptance Date pursuant to the Interline Agreement.

ARTICLE 18. CERTIFICATION OF DEBARMENT, SUSPENSION AND RESPONSIBILITY

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

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 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 statues 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 Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

ARTICLE 19. MISCELLANEOUS

Section 19.01 Notices

All notices required or permitted to be given pursuant to this Agreement shall be in writing and deemed given when sent by overnight express delivery, or by telefacsimile, telex or telegram, or personally delivered and addressed to the party to receive notice at the address set forth beside its name on the signature page hereof or such other address as a party hereafter designates by written notice given in accordance with this Section 17.10.

Section 19.02 Amendments

This Agreement may not be amended or modified except in writing signed by the Operator and the MCAA. Any such amendment or modification shall be binding on Operator and the MCAA.

Section 19.03 Assignment: Successors

This Agreement may not be assigned by Operator any such purported assignment shall be void and of no effect.

Section 19.04 Complete Agreement

This Agreement sets forth the complete agreement of the parties with respect to the subject matter hereof.

Section 19.05 Waiver

The failure of the MCAA or Operator to exercise any power or right under this Agreement shall not operate as a waiver thereof nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof, or the exercise of any other power or right.

Section 19.06 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Section 19.07 Severability

In the event any term, covenant or condition of this Agreement is found to be invalid under the laws of any jurisdiction, such invalidity shall not affect any other term, covenant or condition hereof.

Section 19.08 Independent Contractor

The relationship of the parties hereto is that of purchaser and provider of services. Operator is intended to be an independent contractor and nothing herein is intended or is to be construed as establishing any agency, partnership or joint venture relationship between the Operator and the MCAA.

Section 19.09 Director to Act for MCAA

Any action required of or permitted to the MCAA hereunder may be performed by the Director of Aviation (to the extent allowed by the Interline Agreement) for and on behalf of the MCAA (and each of them). The Operator shall follow the directions of the Director of Aviation in all matters concerning the day to day affairs, operation and management of the Fuel Facility on behalf of the MCAA in connection with this Agreement and shall not, as a result of any act or omission except by negligent acts by the Operator taken in good faith reliance thereon, incur any liability to the MCAA.

Section 19.10 Execution in Counterparts

This Agreement may be executed in several counterparts, each which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date above written.

MONROE COUNTY AIRPORT AUTHORITY

By: _____
Michael A. Giardino
Title: **Administrative Director**

_____
(Operator)

By: _____

_____
(Print Name)

_____
(Print Title)

Tax I.D. Number _____

STATE OF New York)
COUNTY OF MONROE) SS:

On the ___ day of _____, in the year 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL A. GIARDINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature of Notary and Stamp

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the ___ day of _____, in the year 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared, _____, to me known, who being by me duly sworn, did depose and say that he/she resides in _____, that he/she is the _____ of _____, the corporation described in and which executed the above instrument; that he/she signed his/her name thereto by order of the board of directors of said corporation.

_____
Signature of Notary and Stamp

EXHIBIT 1

Map

Location of Fuel Facility On Airport

EXHIBIT 2

MCAA'S Fuel Facility
Policies and Procedures Manual

(to be updated & revised by Operator)

EXHIBIT 3

Contract Airlines
Interline Agreement
For
GRIA Fuel System

EXHIBIT 4

Non-Contract Airlines User Agreement
For
GRIA Fuel System

EXHIBIT 5

Intinerant User Agreement
For
GRIA Fuel System

EXHIBIT 6

Fuel System
Access Agreement

ATTACHMENT 1

Certificate(s) of Insurance

(provided by Operator)

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 Authority[1], 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-responsibility[2].

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 Proposal

[first page is a cover letter on Proposer's business letterhead & signed by principal]

TO: Stephanie Lucania
Department of Aviation
Greater Rochester International Airport
1200 Brooks Avenue
Rochester, New York 14624
Fax: (585) 753-7008
Telephone: (585) 753-7155
e-mail: slucania@monroecounty.gov

RE: Statement of Proposal for Fuel Facility Operator at the Greater Rochester International Airport

Instructions: One (1) original and five (5) hard copies along with one (1) electronic proposal in a PDF version shall be submitted.

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

2. Name and address of Proposer's business organization
- Contact person for proposal
- Include telephone numbers and e-mail addresses

3. Enclose proposal deposit.

4. **Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.

5. **Company Profile.** Provide a brief overview of the firm including the types of services offered. List names of the owner(s), partner(s), corporate officer(s) and/or board of director. If proposer's organization is a subsidiary or affiliate of another organization, provide full disclosure of any entities that exert direct or indirect ownership or control of proposer's organization.

6. **Qualifications.** Provide a narrative that demonstrates knowledge and understanding of the maintenance, operation and management of major fueling facilities and/or commingled airport fuel systems, such as GRIA's, that serve all airlines. Refer to section "Operator's Qualifications" above.

7. **Experience.** Provide a matrix, with these headings, of current Operator

service locations:

Location	Fuel Storage	Into-Plane Fueling	Consortium	Years Experience

8. **Management Capability.** Demonstrate that as a business entity, Proposer has sufficient management competency and that its personnel have appropriate training and experience to operate, maintain and manage a fuel facility such as GRIA's.
   A. Include brief resumes for all of your staff who will be involved in the maintenance, operation, management of GRIA's Fuel Facility.
   B. Designate the manager candidate and explain why this person has been selected

9. **Operations Plan.** Submit a plan showing how the Fuel Facility will be maintained/operated/managed in accordance with ATA-103 and the air carrier fuel manuals. Review the attached Operation Manual (Exhibit B). Describe procedures to perform major maintenance tasks, including any necessary outside labor that might need to be contacted from third parties to assist with management and operation duties. Describe proposed acquisition and procurement policies and procedures to acquire materials, parts and supplies to support GRIA's Fuel Facility.

10. **Environmental Management.** Provide a narrative description and submit evidence of the training and experience of proposer's qualifying personnel with environmental compliance, overview, management, controls, remediation and permitting for fuel facilities. Include a description of other environmental related resources that Proposer would make available. To the extent that Proposer has previously contracted for expert, professional services in the areas of fuel system engineering, environmental protection and/or remediation, describe these relationships, the scope of services and the in-house resources and methods of supervising and monitoring such professionals.

11. **DBE Involvement.** Provide a plan to incorporate the participation of and opportunities for Disadvantaged Business Enterprises through mentoring, procurement, direct contracting, subcontracting, joint venture, partnership or other legal relationship.

12. **Inventory Management.** Detail proposed procedures and explain the inventory system that will be utilized to perform inventory control and management reporting for movement of jet fuel into and through the Fuel Facility. Indicate the locations where these procedures and computer systems are in place and provide examples of the reports produced by this system to track the receipt, storage and dispersal of jet fuel. Describe the procedures that Proposer will implement to schedule the delivery of jet fuel for multiple suppliers and Airlines from and through the off-airport terminalling facilities and pipeline systems into the GRIA Fuel Facility.

13. **Organization Chart.** Present an organization chart for the maintenance, operation and management of the Fueling System, identifying the

relationships of both the corporate staff and all proposed management, staff and hourly personnel to be assigned to the Fuel System.

14. **Job Descriptions.** Identify all positions that will be required to maintain/operate/manage the Fueling System and provide a job description of the tasks and work assignments that each respective management, staff and hourly position will perform. Explain the need for the proposed labor force.

15. **Work Schedule/Task Identifications.** Provide a manning and staffing work schedule flow chart that supports the work tasks identified and the resulting work force complement to maintain and operate all areas of the Fuel Facility.

16. **Budget.** Present a detailed, line item proforma operating budget for the three-year term of operation. The budget must be prepared in accordance with the ATA Standard Budget Format or other acceptable industry standard format and shall include, but not be limited to, manning and staffing charts detailing the required work force complement and tasks to be performed 24 hours a day, 7 days a week. Identify salaries, wages, fringe benefits and other cost components associated with management, staff and hourly employees to be assigned to and required for the Fueling System for the five year term of the Agreement. Labor cost components must be specific by each proposed employee identified in the organization chart.

17. **Expense Explanation.** Related to Section N above, identify and explain all operating and other expenses for the Fueling System by line item description and supply the projected costs associated with that expense.

18. **Management Fee.** Submit the requested Operator management fee on a fixed fee annual basis, related solely to the cost of the proposed manpower, staffing and required inventory management system.

19. **Cost Reduction Program.** The Authority is interested in controlling costs and maintaining them at a minimum level consistent with the requirements of the operation. Describe cost control, containment and cost avoidance programs that the proposer would use and how such programs would be implemented.

20. **References.** Provide a list of at least four (4) references including name, title, business, address, phone and fax numbers who can confirm proposer's ability to maintain, operate and management GRIA's Fuel Facility.

21. **Financial Condition of Proposer**. Proposer shall submit financial history covering the last three years. Attach the most recent copy of your latest financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principles. Also include the following information: current balance sheet, statement of revenues and expenses, statement of cash flows and appropriate notes to these documents. 501(c)(3) organizations must submit their most recent Form 990.

22. An executed **Offerer Disclosure of Prior Non-Responsibility Determinations** in the form attached hereto.

23. An executed **Affirmation of Understanding and Agreement of Permissible Contracts** in the form attached hereto.

24. An executed **Certification Regarding Debarment, Suspension and Responsibility** in the form attached hereto.

25. An executed **Non-Collusion Certificate** in the form attached hereto.

26. An executed **Statement of Proposal Acknowledgement** in the form attached hereto.

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

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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: _____ 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 Proposal.

MONROE COUNTY AIRPORT AUTHORITY

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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 Proposal 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 Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other 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:_____

MONROE COUNTY AIRPORT AUTHORITY

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RFP – Fuel Facility Operator at the Greater Rochester International Airport

Statement of Proposal
Acknowledgment of Authorized Officer

The submittal of this Statement of Proposal 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 _____, 2012.

Company: _____

By: _____

Print Name: _____

Title: _____

EXHIBIT A

Map – Location of Fuel Facility on Airport

Greater Rochester International Airport
Fuel Farm

Greater Rochester International Airport
Terminal Area

EXHIBIT B

Fuel Facility Policies and Procedures Manual

(to be updated and revised by Operator)

GRIA

FUEL FACILTY POLICYS AND PROCEDURES

FUEL STORAGE FACILITY POLICYS /PROCEDURES

TABLE OF CONTENTS

PAGE 1	MANAGEMENT CONTACTS
PAGE 2	FUEL SPILL SOPS
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PAGE10	QUALITY CONTROL

FUEL FACILITY
MANAGEMENT

STANDARD OPERATING PROCEDURES FOR MAJOR FUEL SPILLS AT THE FUEL FACILITY

FIRST ACTIONS:

- STOP FLOW OF FUEL AT THE SOURCE IF YOU CAN DO SO SAFELY.
- CALL: FIRE DEPT. 464-6060
  AIR COM. 464-6001
  ERIC DEY

TAKE IMMEDIATE DEFENSIVE MEASURES AS FOLLOWS:

- USING PADS, BROOMS, OR SPEEDY DRY CONTAIN SPILL TO PREVENT FURTHER SPREADING

UPON ARRIVAL OF THE FIRE DEPARTMENT IMMEDIATELY ADVISE THE INCIDENT COMMANDER OF THE FOLLOWING:

- CAUSE OF SPILL
- WHAT WAS DONE TO STOP AND/OR CONTAIN SPILL
- ESTIMATE GALLONS OF SPILL
- ANY OTHER PERTINENT INFORMATION

STANDBY WITH INCIDENT COMMANDER FOR ANY FURTHER ACTION TO BE TAKEN

FOR SPILLS OVER 100 GALLONS MARCOR REMEDIATION MUST BE CONTACTED TO ASSIST IN THE CLEAN UP @ 1-800-388-5933. ADVISE INCIDENT COMMANDER THAT MARCOR HAS BEEN CALLED AND AT WHAT TIME THEY WILL BE ON SCENE.

USAIRPORTS FUEL FARM

PROCEDURE FOR NEW OR MODIFIED EQUIPMENT

The Fuel Services Manager shall notify all airline Station Managers whenever new or modified equipment is placed into service.

PROCEDURE FOR THE REJECTION OF TRANSPORT TRUCK DELIVERIES

TRANSPORT TRUCK DELIVERIES ARE UNACCEPTABLE AND MUST BE REJECTED WHEN:

- THE API GRAVITY, CORRECTED TO 60 DEGREES, IS NOT BETWEEN 37 DEGREES AND 51 DEGREES API.
- IF THERE IS A CHANGE OF MORE THAN 1-DEGREE API FROM SOURCE AS SHOWN ON SHIPPING DOCUMENT.
- IF THE VISUAL APPEARANCE IN WHITE BUCKET CONTAINS WATER, SOLIDS, OR IF THE COLOR INDICATES PRODUCT MIXES OR OTHER CONTAMINATION AND DOES NOT CLEAR UP AFTER APPROXIMATELY 5 ONE GALLON INDIVIDUAL SAMPLES FROM ONE TANK TRUCK COMPARTMENT.

PROCEDURE:

- MAKE A COPY OF SHIPPING DOCUMENTS.
- GET A SAMPLE OF JET FUEL IN MASON JAR.
- WRITE A STATEMENT OF EVENTS, DATE AND TIME.
- CALL ERIC IMMEDIATELY AT

USAIRPORTS FUEL FARM

PROCEDURE FOR CONTAMINATED FUEL

The Fuel Services Manager shall notify all airline Station Managers whenever fuel is found to be contaminated.

POWER OUTAGE PROCEDURE

- TO ENSURE THAT THERE IS A POWER OUTAGE THAT AFFECTS THE PUMPS, CHECK THE STATUS OF THE PUMP CIRCUIT BREAKERS.
- TURN THE PUMP MODE SWITCH TO MANUAL.IF THERE IS NO RED LIGHT ON THERE IS NO POWER TO THE PUMPS.
- CALL THE FOLLOWING IMMEDIATELY TO TELL THEM THAT THERE IS A POWER OUTAGE AT THE FUEL FACILITY AND NO JET A IS AVAILABLE UNTIL POWER IS RESTORED.

ERIC DEY [illegible]

AIR COMM 464-6023 OR 6001

PIEDMONT HAWTHORNE 328-2720

USAIRPORTS 527-6835

Procedure for Super Sopper Usage

1. Anyone wishing to use Super Sopper will see the fuel facility operator to unlock unit.

2. The fuel facility operator will quickly ask the user the questions needed to fill out the "out" part of log.

3. Eric must be called at

******None of the above is meant to hold up the user. The Super Sopper is best when its application is immediate.******.

When it is returned do the following with user:

1. Check the condition of unit.
2. Check sponge for divets.
3. Waste tank must be emptied by the user at their facility.
4. The user must sign the log.
5. Fuel facility operator must finish filling out the "in" part of log.

U.S. AIRPORTS FUEL FACILITY

TECHNICAL DATA PROGRAM

The U.S. Airports Technical Data Program has been established to ensure that all Airline Fueling Procedures manuals and technical publications contain the most current updates and revisions.

This program, implemented under the direction of Fuel Facility Manager Eric Dey, shall ensure the following:

- All Airline Fueling Procedures manuals and technical publications shall be reviewed by responsible personnel a minimum of at least once every thirty (30) days.
  -All revisions shall be made immediately upon receipt from issuing party.

  Personnel responsible for review and update of all manuals is as follows:
  -Eric Dey, Fuel Facility Manager.primary
  -George Chittenden, Fuel Facility Supervisor secondary.

  No other personnel are authorized to insert or remove anything from any manuals or publications.

FUEL FACILITY QUALITY CONTROL PROGRAM

THE FUEL FACILITY SHALL USE THE MOST RECENT REVISION OF ATA 103 JET FUEL QUALITY CONTROL AT AIRPORTS AS THE STANARD FOR THE QUALITY CONTROL PRGRAM