

MONROE COUNTY AIRPORT AUTHORITY



**REQUEST FOR PROPOSAL
For
Lease of Airport Property
Located at 175 Buell Road**

March 30, 2012

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

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: Lease of Airport Property Located at 175 Buell Road

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.

TABLE OF CONTENTS

Section 1 – Invitation to Participate	4
1.1 Purpose and Objective	4
1.2 Restriction on Communication.....	4
1.3 RFP Coordinator; Issuing Office	4
1.4 Written Questions/Requests for Clarification	5
1.5 Conformance to Laws.....	5
1.6 Non Discrimination Policy	5
1.7 Incurring Costs	5
1.8 Authority’s Rights and Intentions	5
1.9 Timeline	6
1.10 Background: The Monroe County Airport Authority.....	6
Section 2 –Scope of Project	7
2.1 Subject Property.....	7
2.2 “As Is” Condition and Capital Improvements.....	7
2.3 Minimum Rent and Taxes.....	7
Section 3 – Specific Proposal Requirements	8
3.1 Submission of Proposal.....	8
3.2 Response Date	9
3.3 Clarification of RFP and Questions	9
3.4 Addendum to the RFP.....	9
3.5 Submission Requirements – List of Required Attachments and Forms	9
3.6 Selection Criteria and Proposer Responsibility.....	13
3.7 Investigations	14
Section 4 – General Information for the Proposer	14
4.1 Lease Agreement.....	14
4.2 Finalizing the Agreement.....	15
4.3 Acceptance of Proposal Content.....	15
4.4 Material Submitted.....	15
4.5 Proposal Certification.....	15
Appendices	
Appendix A – Sample Lease Agreement	
Appendix B – Monroe County Airport Authority Procurement Disclosure Policy	
Appendix C – Required Forms	
Exhibits	
Exhibit A: Drawings and Map of Leased Area	
Exhibit B: Photos of Leased Area	

SECTION 1 – INVITATION TO PARTICIPATE

1.1 Purpose and Objective

The Monroe County Airport Authority (“the Authority”) invites proposals from qualified firms and individuals to lease a 3,951 square foot building and 1.5 acres of land located at 175 Buell Road, Rochester, New York to the proposer who demonstrates the ability to perform in the best interest of the Airport as outlined in their proposal. Parcel may be divided.

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.

Proposers may communicate with Authority and/or Monroe County personnel regarding other business matters relative to Authority and/or County business.

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/Requests for Clarification

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 and also to request additional information with regard to lease of airport property.

1.5 Conformance to Laws

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

1.6 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, military service or national origin be excluded from participating in any activity conducted with or benefiting from funds received from the operation of the Airport. To the extent that a selected PROPOSER participates in the activity of the Authority at the Airport, the selected PROPOSER 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.

1.7 Incurring Costs

The Authority is not liable for any costs incurred by applicants in the preparation of their proposal or by a selected Proposer prior to execution of a Contract. **The Monroe County Airport Authority will not pay any Real Estate Agent or Real Estate Broker fees.**

1.8 Authority's Rights and Intentions

The Authority shall have the right at any time to withdraw this RFP, to issue amendments or addendum 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.

1.9 Timeline

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

- This RFP will be distributed on March 30, 2012.
- Tour of the property will be conducted on April 18, 2012 at 11:00 a.m. Eastern Standard Time for all proposers who submit the Registration Form to Receive Addendum. This will be the only tour conducted for this proposal.
- 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 12:00 PM EST on April 19, 2012.
- All questions will be answered and documented in writing as an Addendum to the RFP. These are anticipated to 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.**
- Monroe County Airport Authority Board Meeting to Approve Contract - May, 2012
- Monroe County Legislature to Approve Contract – May, 2012

1.10 Background: The Monroe County Airport Authority

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

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

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

- (i) to stimulate and promote economic development, trade and tourism;
- (ii) to acquire, construct, reconstruct, continue, develop, equip, expand, improve, maintain, finance and operate aviation and other related facilities and services within Monroe County;

- (iii) to promote safe, secure, efficient and economical air transportation by preserving and enhancing airport capacity;
- (iv) to form an integral part of a safe and effective nationwide system of airports to meet the present and future needs of civil aeronautics and national defense and to assure inclusion of the authority's facilities in state, national and international programs for air transportation and for airport or airway capital improvement, all in accordance with the provisions of this title;
- (v) to insure that aviation facilities authorized pursuant to this title shall provide for the protection and enhancement of the natural resources and the quality of the environment of the state and the western New York area.

SECTION 2 – SCOPE OF PROJECT

2.1 Subject Property

The property is located on the North side of the Airport at 175 Buell Road, Rochester, New York in the Town of Gates. The building contains a ground floor area of approximately 2,300 square feet and a second floor area of approximately 1,220 square feet. The ground floor is divided into spaces that include a garage of 500 square feet, a main entry area of 340 square feet, four general office type rooms approximately 200 square feet each, two bathrooms and a mechanical room. The second floor contains one large general office area 480 square feet, and two additional office spaces of the 200 square foot size, a bathroom, a break area and a mechanical room. The building has a road front face of split face block and a covered canopy access area. Just completed interior upgrades include, newly remodeled 1st floor bathroom, HC accessible, new doors and interior drywall, acoustical tile ceilings, new forced air high efficiency gas furnace and water heater for the first floor, and wall painting. Most of the ground floor is tile and the garage is concrete with block walls. The second floor has new sub flooring and underlayment ready for carpet.

The building is situated on a parcel of land which is approximately 65,340 square feet (approximately 1.5 acres), including a parking area.

The Authority will consider a subdivision proposal. A prospective Lessee will need to verify the specific zoning and related permitted use conditions for the use of the property.

2.2 “As Is” Condition and Capital Improvements

“As Is” Condition

The property will be delivered to successful proposer in an “as is” condition. All leasehold improvements must be provided by the successful proposer with the written approval of the Airport Director or his designee.

Capital Improvements

The successful proposer, at its sole cost and expense shall finance, furnish, install and maintain all necessary equipment, fixtures and facilities required to operate, and shall supply all necessary equipment, fixtures, and parts required to keep the same in good order and repair.

2.3 Minimum Rent and Taxes

The Authority has determined that the minimum rent per square foot for the building shall be at least Five Dollars and eighty cents (\$5.80) per square foot. The minimum lease amount for the land surrounding the building shall be at least Thirty-Seven Cents (\$.37) per square foot. A Proposer will offer a minimum square foot rental fee as part of the proposal.

Successful proposer shall be responsible for their pro-rata share of property taxes each year.

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. Proposers 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, with five (5) copies and one (1) electronic copy in PDF version 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 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 other than as required above will not be accepted. The Proposers will make no other distributions of their package. An official authorized to bind the submitting entity must sign the required forms. Packages should be sealed and must be identified on the outside of the package by the words “**Statement of Proposal for Lease of Airport Property**”. Any Statement of Proposal received after the deadline date and time shall be eliminated from consideration, marked “too late” and returned to sender unopened. Proposers are advised to use hand delivery or express delivery services to ensure receipt of their package by the submission deadline. Any changes to and the right to withdraw a Proposal will also expire at this date and time.

- 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 location on or before the time and date specified in Section 3.1(A). **Requests for extension of the submission date will not be granted.** 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 (other than during the Informational/Pre-Proposal meeting) 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 Addendum**. 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 Addendum to the RFP

In the event it becomes necessary to revise any part of this RFP, addendum 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 Addendum**. An acknowledgment of such addendum, if any, must be submitted with the RFP response.

3.5 Submission Requirements – List of Required Attachments and Forms

One (1) original, with five (5) copies and one (1) electronic copy in PDF version (on compact disc or flash drive) 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 and be divided into tabbed sections that correspond to the headings listed. 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. **Proposer's deposit.** Proposals' must be accompanied by a certified cashier's Check in the amount of \$5,000.00 payable to the Monroe County Airport Authority. The successful Proposer's deposit will be credited toward the security deposit. Others will be returned following award.
- D. Name and address of proposer's legal entity and identify the primary contact for proposal. Include telephone numbers and e-mail address.
- E. **Business Experience and Qualifications**
Identify experience and qualifications in this type of proposed project. Include resumes of all principal participants and include a list of 4 business/bank references.
- F. **Development Plan/Capital Improvements**
Describe related improvements, if any, proposed for the property, including a concept plan describing the improvements proposed. Include drawings and/or renderings.
- G. **Business Plan**
Describe nature and purpose of business endeavor. Provide a list of goals in one year, two year, three year and five year. Include role of each principal participant.
- H. **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.
- I. An executed **Offerer Disclosure of Prior Non-Responsibility Determinations** in the form attached hereto.
- J. An executed **Affirmation of Understanding and Agreement of Permissible Contracts** in the form attached hereto.
- K. An executed **Certification Regarding Debarment, Suspension and Responsibility** in the form attached hereto.
- L. An executed **Non-Collusion Certificate** in the form attached hereto.
- M. An executed **Statement of Proposal Acknowledgement** in the form attached hereto.

- N. Insurance Requirements.** The Proposer shall procure and maintain at its own expense during the term of the Agreement and any renewal, the following coverage and provide proof of current coverage in the form of Certificate(s) of Insurance or other document(s) acceptable to the County Attorney: insurance the type and amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Proposer or by 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. **WORKERS' COMPENSATION AND DISABILITY INSURANCE:** The Proposer agrees to provide the Authority with proof of New York State Workers' Compensation Insurance in the form of a Certificate provided to the Authority, or provide evidence of a self-insurance program satisfactory to the County Attorney. "ACORD" forms are not accepted as proof of Workers' Compensation. Acceptable forms are C-105.2 (insurance carrier), U-26.3 (State Insurance Fund), SI-12 or GSI-105.2 (if self-insured).

Such policies shall be issued by a company or companies licensed to do business in the State of New York and in good standing and shall be in a form approved by the County Attorney. Current Certificates of Insurance shall be required to accompany the executed Lease Agreement as Attachment 1. In subsequent Lease Years current Certificates shall be remitted annually to: Monroe County Airport Authority, 1200 Brooks Avenue, Rochester, New York 14624. If the Proposer fails to obtain the insurance required hereunder, the Authority may treat such failure as a default on the Proposer's obligation hereunder or the Authority may secure such insurance at the expense of the Proposer.

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

- b. **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

Covering any and all claims for injuries, including personal injury and property damage insurance, fire, legal, products liability coverage, and contractual coverage of this Agreement, covering any and all claims for injuries and all aspects of its operation, whether within or without the Premises, of not less

than \$1,000,000.00 single limit of liability for personal injury to or death of any one person in any one accident; \$2,000,000 for personal injury to or death of two or more persons in any one accident; and \$3,000,000 in the aggregate which may be covered by an umbrella rider policy; and \$1,000,000 for damage to property per occurrence.

- c. CASUALTY INSURANCE The Proposer further agrees to be responsible for and to either accept said liability or to provide for and in the name of the Authority, the County and the Proposer as their respective interests may appear, a fire and extended coverage insurance policy, including boiler, sprinkler and leakage in an amount not less than the Full Replacement Value of the Premises including the floors, halls, roof, windows and improvements of that portion of the Terminal and/or Parking Garage Facility encompassing the Premises. "Full Replacement Value" shall mean actual replacement value, exclusive of the cost of excavation and foundations, of that portion of the Terminal encompassing the Premises. Full Replacement Value shall be determined from time to time but at least every sixty (60) months. In any event, Proposer shall be responsible for any property damage caused by the fault or negligence of the Proposer, their respective employees, agents or patrons whether covered by insurance.

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

- d. AUTOMOBILE LIABILITY INSURANCE Covering the operation of the Proposer's automobiles with liability limits of \$3,000,000 for personal injury and/or property damage per occurrence. Such policy may contain a \$2,500 deductible.

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

- O. Exceptions to the Lease Agreement.** For all exceptions to the Lease Agreement, the Proposer must indicate on a separate sheet labeled "Exceptions Taken to the Lease 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 Proposer, but rather that the Proposer explain their position so that the conflict can be evaluated. If no exceptions are noted, the Proposer is presumed to have agreed with all sections of the standard contract.

3.6 Selection Criteria and Proposer Responsibility

A. Selection Criteria

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, which may include, but may not be limited to, the following:

- Compliance with the Request for Proposal requirements
- Demonstrated relevant experience and business success
- The financial ability of Lessee to lease the property
- The proposed use of the property and how the property will be utilized for said use by Lessee
- The proposed lease rent
- 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 the lease 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.**

3.7 Investigations

The Authority reserves the right to conduct any investigations necessary to verify information submitted by the Proposer and/or to determine the Proposer'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 Proposer'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 Proposers 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 PROPOSER

4.1 Lease Agreement

Term of Contract [negotiable]

It is expected that the term of the Lease will be for a term of three (3) years and will commence on the first day of the month immediately following the day of the Airport Authority approval of the Lease is granted. The term is negotiable and in addition to a base period includes one 3 year extension at the sole discretion of the Authority.

Rent [negotiable]

The Authority's minimum Lease rental rate for the building is at least \$5.80 per square foot and the minimum land lease rental rate is \$.37 per square foot. The 2009 Appraisal on which this rate is based took into consideration both local land sales and the Consumer Price Index since the 2004 appraisal. All rent will be established through the terms of the Proposal and the negotiation process involving a selected Proposer. The Airport encourages creative financial proposals and will consider viable options.

Indemnification [non-negotiable]

Lessee shall bear any and all loss of casualty sustained by it from the operation of its business, and shall indemnify and hold harmless the Monroe County Airport Authority and Monroe County, and their officers, employees, agents, contractors and invitees, of and from any and all claims, suits, proceedings, actions, causes of actions, responsibility, demands, judgments, executions, loss or claims, including reasonable attorney fees, which they shall suffer or which shall be made against them on account of the loss of life, personal injury or property damage of any kind or nature received or sustained by any person or persons, directly or indirectly, by reason of any act or omission on the part of the Lessee, its officers, contractors, agents or invitees arising from its use or occupation of the leased premises, its use of other areas of the Airport, its operation hereunder, or from anything done or omitted by Lessee hereunder, except to the extent that such claims, suits, proceeding, actions, causes of actions, responsibility, demands, judgments, executions, loss or claims may be attributed to negligence of the Authority or the County, their officers, employees, agents, contractors and invitees; provided, however, the County shall give the Lessee notice of any claim, demand or citation served on it, and the Lessee shall be provided the privilege and/or option of defending same either in its own name or the Authority's and County's name. Lessee shall defend, at its own expense, any actions, suits or proceedings that may be brought against the Authority or the County with respect to the foregoing.

4.2 Finalizing the Agreement

This RFP and attached Lease Agreement serve as the base documents for the terms, policies and requirements of a final Agreement. However, this RFP does not constitute an offer by Monroe County or the Authority, and the Selection Committee, composed of representatives from the Monroe County Department of Aviation and the Authority, reserve the right not to make awards if it is determined that such a decision will be in their entities' best interests.

If the RFP and the Lease Agreement appear to be in conflict or inconsistent with each other, then the Lease Agreement will prevail.

Attached as RFP Appendix A is a copy of the Lease Agreement which contains mandatory provisions.

4.3 Acceptance of Proposal Content

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

4.4 Material Submitted

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

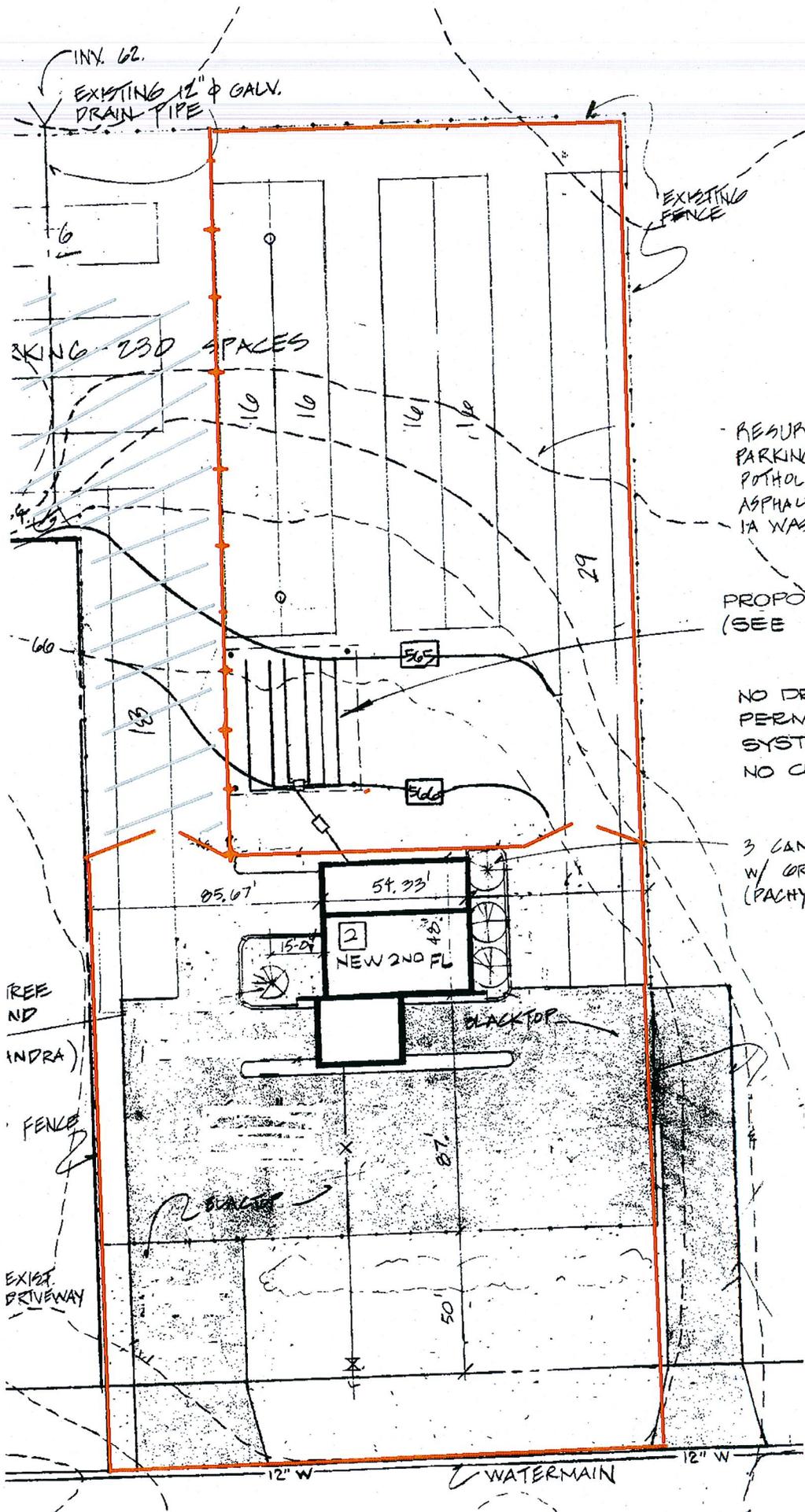
4.5 Proposal Certification

The Proposer 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 Proposer. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Proposer.

MONROE COUNTY AIRPORT AUTHORITY

EXHIBITS

EXHIBIT A



INX. 62.
EXISTING 12" Ø GALV.
DRAIN PIPE

EXISTING
FENCE

3 KING 230 SPACES

- RESUR
PARKING
POTHOLI
ASPHAL
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PROPO
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NO DE
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3 CAR
W/ OR
(PACH)

TREE
ND

INDRA)

FENCE

EXIST
DRIVEWAY

BLACKTOP

NEW 2ND FL

WATERMAIN

12" W

12" W

87'

50'

85.67'

51.33'

15-04

48'

29

16'

14'

10

10

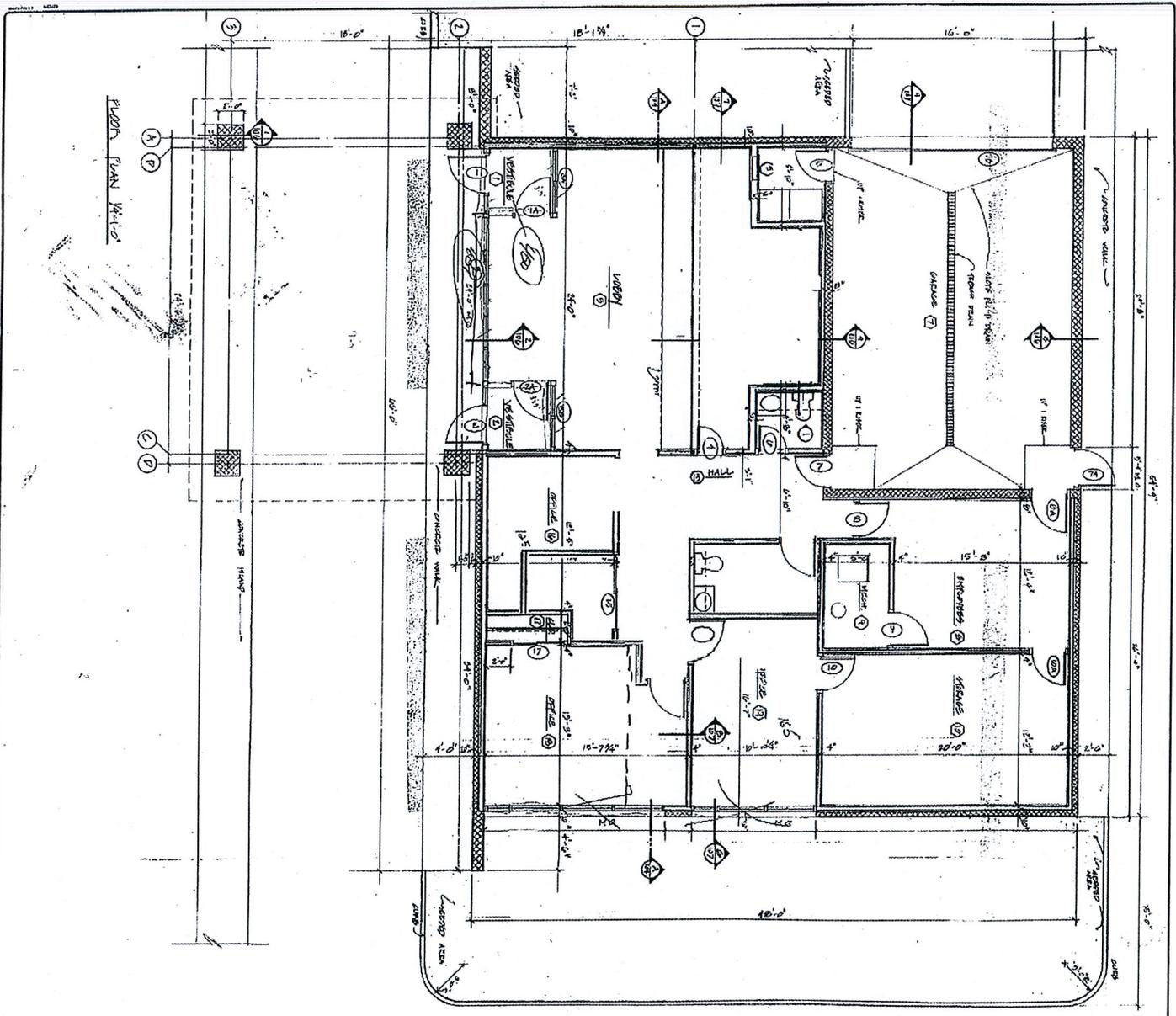
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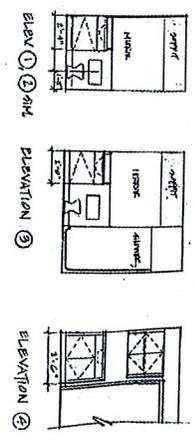
E65

E66



FLOOR PLAN METERS

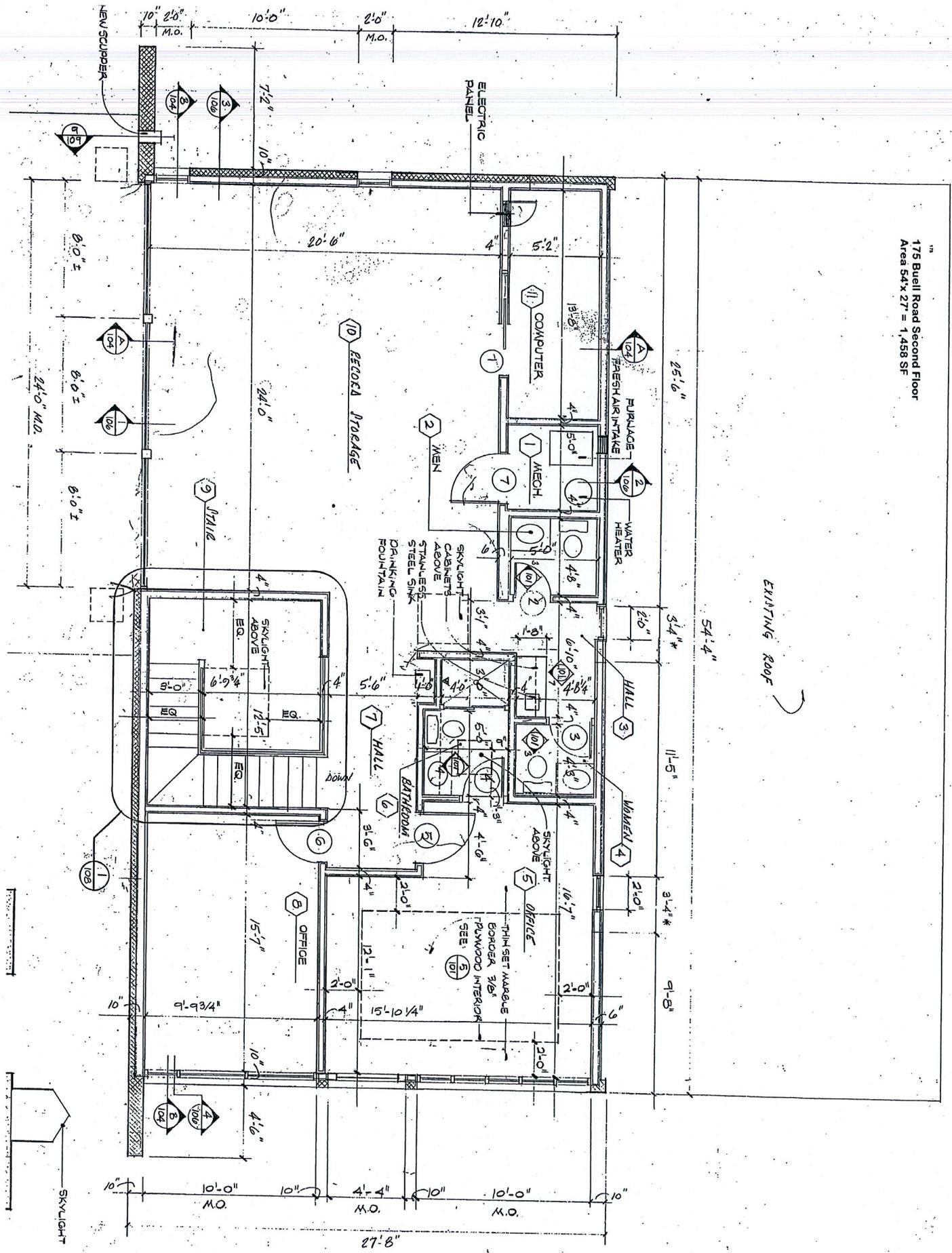
175 Suenell Road First Floor



5'-4" x 7'-1" 15'-0"

10' x 15' - 12'0" 3'10"

175 Buell Road Second Floor
 Area 54' x 27' = 1,458 SF



EXISTING ROOF

EXHIBIT B



Front View of Buell Road Building



Side View of Buell Road Building



Garage



Counter on First Floor

APPENDIX A:

Sample Lease Agreement

The Authority contemplates that, in addition to all terms and conditions described in this RFP, final agreement between the Authority and the selected Proposer will include, without limitation, the terms contained in this Appendix A, Lease 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

**LEASE AGREEMENT
for
175 Buell Road**

THIS AGREEMENT, made the ___ day of _____ 2012, by and between the **MONROE COUNTY AIRPORT AUTHORITY**, a public benefit corporation with its offices located at the Greater Rochester International Airport, 1200 Brooks Avenue, Rochester, New York 14624, hereinafter referred to as "Lessor" and _____, having an office for the transaction of business at _____, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, Monroe County (the "County") owns, operates and maintains the Greater Rochester International Airport, (the "Airport") located in the City of Rochester, County of Monroe, and State of New York; and

WHEREAS, Lessor has the right to contract for leases at the Greater Rochester International Airport (the "Airport") pursuant to a certain Lease and Operating Agreement between the County and the Lessor dated as of September 15, 1989; and

WHEREAS, Lessee has submitted a proposal and has been awarded a contract to lease the improved site at 175 Buell Road, Rochester, New York for the operation of _____; and

WHEREAS, this contract was approved by the Monroe County Airport Authority by Resolution No. ___ of 2012, adopted _____ 2012 (the "Lease").

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto, as follows:

ARTICLE 1 - PREMISES

Lessor hereby leases to Lessee and Lessee hereby accepts and rents from Lessor an improved parcel located at 175 Buell Road, Rochester, New York in the Town of Gates consisting of approximately _____ square feet of land and approximately _____ square feet of building as shown in Schedule "A" attached hereto and made a part hereof (the "Leased Premises").

Lessor makes no representation or warranties as to the condition of the Leased Premises and Lessee hereby acknowledges that it accepts the Leased Premises in "as is" condition.

ARTICLE 2 – TERM AND OPTION TO EXTEND

The term of the Lease will be three (3) years commencing on _____ (the "Commencement Date") and terminating _____ (the "Termination Date"). The Lessee shall have an option to extend the term of this Lease for one (1) additional three year term by mutual written consent of Lessor and Lessee, subject to the provisions in Article 3 regarding rental rates to be paid by Lessee for the renewal terms.

Lessee shall convey its request to exercise the option to extend the term by giving Lessor written notice not less than 180 days prior to the expiration of original term as herein provided.

ARTICLE 3 - RENT

The Lessee shall pay to the Lessor as compensation for the Leased Premises and all other facilities, rights, licenses and privileges granted pursuant to this Lease as follows:

A. Lessee agrees to pay to the Lessor annual rental rate in the amount of _____ (\$___) in twelve (12) equal monthly installments of _____ (\$___), which shall become due and payable in advance on the first day of each month during the term of the lease. Said payment of rent is based upon the rate of _____ (\$____) per square foot for the _____ square feet of building, and the rental rate of _____ (\$___) per square foot for the _____ square feet of land.

B. All rent shall be paid when due without notice, demand, counterclaim, or set off. In the event any payment due hereunder shall remain unpaid for more than thirty (30) days, Lessor shall collect as additional rent a late charge at the rate of one and one-half percent (1 1/2%) per month of such unpaid rental payment for each further thirty (30) day period or portion thereof in which said payment remains unpaid to cover its extra handling expenses.

C. The rental rates set forth above shall be subject to review and possible escalation at three (3) year intervals during the term of this Lease and any extension. Any increase in rental rates resulting from the first review will be effective on the first day of the second month following the date of notification of the escalation by the Lessor to the Lessee. In such review, the Lessor shall base an escalation upon increases in the Consumer Price Index of the US Department

of Labor from the Effective Date of this lease. In no event, however, shall the annual rental be less than set forth above. The rental rate for any extension period shall continue the same three year review cycle that preceded the extension.

ARTICLE 4 - SECURITY

Lessee will provide Lessor upon execution and delivery of this Lease, and maintain during the Lease Term, a surety bond or an unconditional irrevocable letter of credit in a form acceptable to the County Attorney, in an amount equal to three (3) months' Rent, as security for the full and faithful performance of the terms, covenants and conditions of this Lease by Lessee including but not limited to payment of Rent and additional rent, utilities and maintenance, or for any other sum which Lessor may expend or be required to expend by reason of Lessee's default.

If Lessee shall fully and faithfully comply with all the terms, covenants and conditions of the Lease, the surety bond or letter of credit shall be returned to Lessee at the expiration of the Lease term and after the removal of Lessee and surrender of possession of the Leased Premises to Lessor.

ARTICLE 5 - USE

Lessee agrees that the Leased Premises shall be used only for Lessee owned motor vehicles maintenance and ancillary activities related directly to its Agreement operations and for no other purpose.

Lessee agrees that the Leased Premises shall not be used for any revenue producing activities not specified in the Agreement, including but not limited to _____, unless at the specific written request of the Airport Director and after execution of an appropriate corresponding contract to perform such an additional activity.

Lessee shall abide by all sections of Monroe County Airport Law and all amendments thereto; and all other Federal, State, County and local laws, ordinances, rules and regulations applicable to its operations, occupancy and use of the Leased Premises.

ARTICLE 6 – IMPROVEMENTS

A. Except as otherwise provided herein, Lessee at its own expense will design and perform any and all construction or renovation work necessary to prepare the Leased Premises for its use as _____. Any and all such improvements of the Leased Premises and all other expenses incident thereto, shall be at the cost and expense of the Lessee with no expense of any kind being the responsibility of the Lessor.

B. All underground wiring or cables, water mains and/or drainage facilities may be excavated or uncovered during the course of any construction or renovation only after receipt of written approval of the Airport Engineer or other designee of the Airport Director, and shall be restored to the condition existing prior to any construction or renovation by Lessee.

C. In addition to any other requirements in this Lease, all design, construction, alterations, modifications, renovations, installations, or additional construction work or landscaping done on the Leased Premises is subject to the written approval of the Airport Director or his designee, must be in accordance with the standards and requirements set forth in the Lessor's Request for Proposal _____, attached hereto and made a part of Schedule "B" and in compliance with any Airport and FAA regulations, and may be done only after properly obtaining all necessary licenses and permits. Any inconsistency or conflict among the Lessor's RFP, Lessee's Proposal, Airport Regulations and/or FAA Regulations, the higher or more restrictive standard, requirement or representation will prevail.

D. Within ninety (90) days of completion of any construction, alteration or installation in, or on the Leased Premises, Lessee shall deliver: a) mylar "as built" drawings to the Airport Engineer, including but not limited to the location and elevations of all utilities, tanks and exterior walls; and b) copies of all invoices for construction materials, labor, architectural and engineering fees actually incurred and paid in completing the construction, excluding equipment and removable fixtures ("Lessee's Capital Investment") or other documentation Lessor may require to determine or verify Lessee's Capital Investment.

E. Lessee's Capital Investment shall be completed within _____ months of the Commencement Date of the Lease. If the Lessee cannot provide documentation for Lessor to verify Lessee's Capital Investment by _____, the Lessor at its sole discretion may consider the Lessee in non-compliance and terminate the Lease or may grant an extension for completion.

ARTICLE 7 - RIGHTS OF LESSEE

A. Lessor hereby grants to Lessee the right to use, in common with others having such rights of ingress, except as provided elsewhere in this Lease, the full, free and unrestricted right of access to and egress from the Leased Premises to the public right of way on the non-secured Airport roads for its employees, patrons, guests, invitees, suppliers of material and furnisher of services, or their said equipment, vehicles and other property; provided, however, that such use of space in and about the Airport shall at all times be subject to such rules and regulations as the Lessor may from time to time impose.

B. This Lease shall not be construed to be exclusive and Lessor shall have the right to offer additional sites for the same use and operation to others through a Request for Proposal process during the term of this Lease.

ARTICLE 8 - MAINTENANCE AND REPAIRS

A. Lessee shall be required to keep the Leased Premises, and all equipment, fixtures, and furnishings therein, in good, neat, safe condition and working order, and shall provide all maintenance and repairs of the Leased Premises at its own expense, including

but not limited to the interior and exterior of the buildings, lighting, fencing, paving and resurfacing, snow removal, trash removal and landscaping.

B. In order to comply with the requirements set forth above, the Lessee shall be expected to be responsible for the following:

1. daily pickup of all paper, wrappings, waste materials and debris outside the buildings and weekly pickup and disposal of same from the Leased Premises.
2. immediate repair or restoration of weather damaged facilities which might be deemed dangerous such as loose roofing material or bent signage or which might be deemed a security risk such as broken fencing, security locks or cameras.
3. removal of snow from paved surfaces and dispersal of sand and acceptable chemicals (salt is prohibited) to control ice on paved surfaces; removal of snow from the Leased Premises to an off-Airport site unless Lessee, at its own expense, submits, receives written approval from the Airport Director or his designee, and strictly complies with a plan which prevents snow which has fallen on the Leased Premises from being deposited or overflowing beyond the boundaries of the Leased Premises.
4. prompt replacement of all damaged or burnt-out lighting and any broken glass.
5. general upkeep of buildings and equipment in a presentable appearance and condition which includes, but is not be limited to painting, re-roofing, structural repairs, replacement of outdated or failed equipment and replacement of signage.

C. In addition to, and not in limitation of, Lessor's access rights under Article 21 hereof, Lessor will be allowed to inspect the entire Premises at least annually to ensure that the Lessee is performing all required maintenance, as well as identify any repairs that are the responsibility of the Lessee.

ARTICLE 9 – OPERATION

A. Lessee agrees that the Leased Premises shall be used only for activities related directly to its _____.

B. Lessee shall require its employees to carry out the upkeep described in the preceding Article entitled MAINTENANCE AND REPAIR. Lessee shall provide competent on-site staffing of the Leased Premises with the responsibility to respond quickly to the Lessor and to immediate problems in all matters affecting its operation.

- C. Lessee shall provide security of its Leased Premises during all hours either
1. By providing regular and/or security staff; or
 2. By installing and/or maintaining an electronic security lock and any necessary related equipment such as cameras on the Leased Premises in accordance with a security plan approved by the Airport's Security Coordinator.

D. Any costs related to specific requests by Lessee for emergency/security assistance by the Monroe County Sheriff's Department or any other emergency/security service provider will be the direct responsibility of the Lessee.

ARTICLE 10 - TAXES AND FEES

A. Lessee shall pay to Lessor its share (the "Pro Rata Share") of the taxes for the leased building and land. The Pro Rata Share shall be ___%; provided, however, that if the proportion of building and/or land's square footage occupied by lessee should materially change, then Lessee's Pro Rata Share shall be determined by measurement of th square footage of the Premises in proportion to the square footage of the entire building and land.

B. Lessee shall promptly pay, when due, any property taxes with respect to the Leased Premises, sales taxes, retail sales and use taxes, consumer taxes, permit fees, license fees and/or other taxes or fees which may be assigned, charged or levied against it when said taxes or fees become due and payable. A breach of this provision shall constitute a default of this Lease.

C. Notwithstanding the foregoing provisions, the Lessee shall have the right to contest the amount of any assessment, by appropriate proceedings diligently conducted in good faith, but only after payment of any imposition based on such assessment, unless such payment would operate as a bar to such contest or interfere materially with the prosecution thereof, in which event Lessee may postpone or defer payment of such imposition if:

1. Neither the Leased Premises nor any part thereof would by reason of such postponement or deferment be in danger of being forfeited or lost, and
2. Lessee shall have deposited in escrow in an interest-bearing account the amount so contested and unpaid, together with all interest, penalties and charges that may be assessed in such proceedings.

Upon termination of any such proceedings, Lessee shall pay the amount finally determined in such proceedings.

ARTICLE 11 - COMPLIANCE

Lessee agrees that it shall not perform or suffer in or on the Airport any act or thing deemed extra hazardous on account of fire, and that it shall operate its business in conformity with all Federal, State, County and City laws, ordinances, orders, rules and regulations as pertaining to its occupation of the Leased Premises; including but not limited to those of the New York State and Monroe County Departments of Health, the Federal Aviation Administration ("FAA"), the American Disabilities Act, and the Monroe County Airport Law; and that it will maintain proper security of the Leased Premises in accordance with Part 107 of the Federal Aviation Regulations, Title 14 and the Airport Security Program as approved by the FAA. Violations of said laws, rules, regulations, orders and ordinances by Lessee or by any of its employees while engaged in any activities related to the operation of Lessee's _____, shall cause this Lease, at the election of the Lessor, to be subject to immediate termination. Such termination by the Lessor shall not be exercised arbitrarily or capriciously, and wherever possible the Lessor shall give the Lessee reasonable time to correct the violation, but in no event shall the Lessee be given more than thirty (30) days to make such corrections as are necessary.

Lessee and its employees and agents shall comply with all orders and directives as may be issued from time to time by the Director of Aviation or his designee including those regarding speed and control and parking of motor vehicles.

ARTICLE 12 - NON-DISCRIMINATION

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

B. It is the policy of the County that disadvantaged business enterprises (DBE) shall have the maximum opportunity to participate in any activity, service or facility under lease, contract or franchise with the County. Consequently, the DBE requirements of 49 CFR Part 23 as amended May 23, 1988 and subsequently, applies to this Lease. Lessee 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 as owners, partners, or vendors in at least ten percent (10%) of the activity, service or facility provided by the Lessee during the entire term of its Lease and shall provide Lessor with an annual report on its results.

C. In the event Lessee's annual report reflects that it did not meet the 10% goal, the Lessee shall furnish the Lessor with a letter detailing why Lessee did not meet the goal and what good faith efforts the Lessee used in attempting to meet the goal and what Lessee will do in the future to better meet this goal.

ARTICLE 13 - REFUSE DISPOSAL

Lessee shall be responsible for janitorial service for the Leased Premises and proper arrangement for the sanitary storage, handling, disposal and removal from the Premises of any garbage and/or other refuse caused as a result of the operation of the Leased Premises, which shall include but not be limited to methods and practices which do not attract birds.

ARTICLE 14 - SIGNS

Lessee shall not exhibit or permit to be exhibited on the Leased Premises, any sign unless said sign is an identification sign solely for the Leased Premises, and has received written approval by the Director of Aviation, or his designee, which approval shall not be unreasonably withheld, and said sign does not infringe upon the exclusive rights of other companies or agencies, and is in compliance with any applicable requirements of governmental authorities having jurisdiction and Lessee shall obtain any necessary permits for such purposes. As used in this Article, the word "sign" shall be construed to include any placard, light or other brand symbol or object, regardless of whether it is temporary or permanent.

ARTICLE 15 - UTILITIES

Lessee's utilities shall be separately metered. Lessee shall pay for any and all installation, metering and use of any utilities and services used by it, which utilities shall include but not be limited to electricity, water, sewer, gas and/or steam. Lessee shall further reimburse the Lessor for its portion of all water pollution and sewer charges ("Pure Waters" charges) pertaining to the Leased Premises.

ARTICLE 16 - SURRENDER OF PREMISES

A. Lessee agrees that upon the termination of this Lease by expiration of the original term and any renewal thereof or otherwise (except termination because of damage, destruction or loss to structures pursuant to the Article entitled "DAMAGE TO LEASED PREMISES"), the fixtures and all improvements of every nature thereof, including the fixed equipment and related items that are considered necessary to continue to carry out the daily operations of _____ in an effective manner, shall remain a part of the real estate, belong to Lessor, and shall be surrendered to Lessor in good and workable condition, reasonable wear and tear excepted.

B. Notwithstanding the foregoing, Lessee shall have the right to remove from the Leased Premises any and all of its moveable trade fixtures, business equipment, furnishings and personal property ("removable property"), all of which shall be removed within ten (10) business days after the termination or expiration of the Lease.

C. If Lessee shall fail to remove its removable property upon expiration of the ten (10) business days defined in preceding paragraph 16.B., Lessor may, at its option, as agent for Lessee and at Lessee's risk and expense, remove such property to a public warehouse for deposit or retain the same in its own possession, and after the expiration of an additional thirty (30) days from such removal or retention, sell the same at public auction, the proceeds of which shall be applied first to the expenses of sale; secondly to any sums owed by Lessee to Lessor; or Lessor may take such other actions as it may deem necessary or desirable.

ARTICLE 17 - DAMAGE TO LEASED PREMISES

A. In the event of damage to or destruction or loss of said structures on the Leased Premises, which damage, destruction or loss is not capable of being repaired within ninety (90) days, Lessee shall have the option, exercisable by written notice given to Lessor within sixty (60) days after the occurrence of such event, to terminate this Lease forthwith, such termination to be effective as of the date of such damage, destruction or loss.

B. In the event Lessee exercises the foregoing option to terminate this Lease, the net amount of the insurance proceeds received by it shall, after deducting the cost of removing the debris and leveling the site, if required by Lessor, be paid to Lessor.

C. If Lessee does not exercise the foregoing option to terminate this Lease, or in the event said damage, destruction or loss is capable of being repaired within ninety (90) days, this Lease shall not terminate, and Lessee shall promptly repair, replace,

restore or rebuild said structures as nearly as possible to the conditions said structures were in immediately prior to such damage, destruction or loss, or with such changes or alterations as may be approved by Lessor. In such event, the net amount of said insurance proceeds shall be available to Lessee for this purpose. If Lessee does not exercise the foregoing option to terminate this Lease, in no event shall there be an abatement or reduction in the rent payable by Lessee to Lessor.

ARTICLE 18 - INDEMNIFICATION

Lessee shall bear any and all loss or casualty sustained by it from the operation of said business, and shall indemnify and hold harmless the Lessor and County of and from any and all claims, suits, proceedings, actions, causes of action, responsibility, demands, judgments, executions, loss or claims, including reasonable attorney fees, which it shall suffer or which shall be made against it on account of the loss of life, personal injury or property damage of any kind or nature received or sustained by any person or persons, directly or indirectly, by reason of any act or omission on the part of the Lessee, its officers, agents or invitees, or arising from its use or occupation of the Leased Premises, its use of other areas of the Airport, its operation hereunder, or from anything done or omitted by Lessee hereunder, except to the extent that such claims, suits, proceedings, actions, causes of action, responsibility, demands, judgments, executions, loss on claims may be attributed to negligence of the Lessor or the County, their agents or employees; provided, however, that the Lessor shall give the Lessee notice of any claim, demand or citation served on it, and the Lessee shall be provided the privilege and/or option of defending same either in its own name or the Lessor's name. Lessee shall defend, at its own expense, any actions, suits or proceedings which may be brought against Lessor or the County with respect to the foregoing.

ARTICLE 19 – INSURANCE

During the term of this Lease Lessee shall carry and keep in force, at its own cost and expense, insurance covering the following risks to the extent stated below and shall upon commencement of this Lease provide herein as Schedule C, and at each policy renewal date furnish to Monroe County Airport Authority at its address, 1200 Brooks Avenue, Rochester, NY 14624, current original Certificate(s) of Insurance or Renewal Certificate(s) evidencing all insurance required to be carried by Lessee.

A. General Liability Insurance – Lessee shall maintain a Commercial General Liability insurance policy covering any and all claims for injuries, including personal injury and property damage insurance, fire, legal, products liability coverage and contractual coverage of this Lease, covering any and all claims for injuries and all aspects of its operation, whether within or without the Leased Premises, of not less than \$3,000,000.00 limit of liability for personal injury to or death of any one (1) person per occurrence; \$3,000,000, in the aggregate, for personal injury to or death of two (2) or more persons per occurrence; and at least \$1,000,000 for damage to property per occurrence (the reasonable value of Leased Premises and equipment), or such greater amounts that the Lessee may deem necessary.

B. Automobile - Lessee shall maintain automobile liability insurance covering

operation of Lessee's automobiles with liability limits of \$3,000,000 for personal injury and/or property damage per occurrence. Such policy may contain a \$2,500 deductible.

C. Excess/Umbrella Policy - Wherever more than \$1,000,000 liability insurance is required by this Lease, the excess may be covered by an umbrella policy.

D. Property/Business Interruption - Lessee shall maintain:

1. All Risk Property Insurance covering all physical loss or damage to the Leased Premises covered by the extended coverage endorsement then in sue in the State of New York including vandalism and malicious mischief in an amount not less than full replacement value;

2. Business Interruption Insurance, also referred to as "use and occupancy insurance" or "rental income insurance" covering loss of revenues or other income by the Lessee by reason of total or partial suspension of, or interruption in, the operation of the Lessee's Facility on Leased Premises caused by damage or destruction of this Facility in an amount sufficient to meet recurring financial obligations for two (2) months, subject to the reasonable discretion of the Lessor; and

3. Extra Expense Coverage for those expenses necessary in order to continue, as nearly as practicable, the normal operation of the Lessee's business following damage or destruction to Lessee's facilities on Leased Premises. Full Insurable Value shall be determined from time to time as provided in paragraph I below.

E. Casualty Insurance – Lessee shall maintain in the name of Lessor, County and Lessee as their respective interests may appear, a fire, and extended coverage insurance policy, including boiler, sprinkler and leakage coverage, in an amount not less than the Full Insurable Value of the Leased Premises. "Full Insurable Value" shall mean actual replacement value, exclusive of the cost of excavation and foundations, of the Leased Premises.

F. Waiver of Subrogation - Such policies shall include a waiver by the insurer of all right of subrogation against Lessor and County in connection with any damage or injury thereby insured against, even if such damage or injury shall be brought about by the fault or negligence of Lessor or County or their respective agents, employees or patrons.

G. Workers' Compensation and Disability Benefits – . Lessee agrees to provide the Lessor with proof of New York State Workers' Compensation Insurance in the form of a Certificate provided to the Lessor, or provide evidence of a self-insurance program satisfactory to the County Attorney. "ACORD" forms are not accepted as proof of Workers' Compensation. Acceptable forms are C-105.2 (insurance carrier), U-26.3 (State Insurance Fund), SI-12 or GSI-105.2 (if self-insured).

H. Certificate(s) of Insurance - All policies of insurance shall be issued by a company or companies in good financial standing, duly and fully qualified and licensed to do business in the State of New York and otherwise acceptable to the County Attorney.

Lessee may elect to self-insure for all or part of the required coverage upon providing evidence of a self-insurance program satisfactory to the County Attorney. Each Certificate must show:

1. Monroe County Airport Authority as Certificate Holder;
2. Both Monroe County Airport Authority and Monroe County as additional insureds; and
3. the liability insurance coverage purchased by Lessee includes contractual liability coverage to insure the indemnity agreement as stated.

I. If Lessee fails to obtain the insurance required hereunder, Lessor may treat such failure as a Default of the Lessee's obligation hereunder or Lessor may secure such insurance at the expense of Lessee.

J. 30-Day Written Notice of Cancellation - All insurance policies required to be carried by Lessee under this Lease shall provide that (and Certificate(s) evidencing the existence of such insurance policies shall certify that) unless Lessor and County shall have been given thirty (30) days' prior written notice of any cancellation, failure to renew, or material change, as the case may be, except only ten (10) days notice of cancellation in the event of non-payment of premium, the insurance shall not be canceled and shall continue in full force and effect, and no material change may be made in the insurance policy.

ARTICLE 20 – HAZARDOUS MATERIALS

A. Lessee shall not cause or permit any discharge or leakage of any Hazardous Material from or onto the Leased Premises. "Hazardous Material" means any hazardous, toxic or dangerous waste substance defined as such in (or for the purposes of) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or matter as now or at any time hereafter in effect. This covenant and liability hereunder shall survive the expiration or termination of this Lease.

B. For the purpose of this Lease, "Hazardous Material" shall be irrebuttably presumed to include oil, fuel, glycol and other petroleum products.

C. During the term of the Lease, the Lessee shall:

1. Only be allowed to store bulk gasoline, diesel fuel and/or other liquids above ground on the Leased Premises in environmentally acceptable storage tanks approved in advance by the Airport's designated Environmental Engineer;
2. Not cause or permit any activity to take place on, in, above or under the Leased Premises which will generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process any Hazardous Material, except in compliance with all applicable Federal, State and local laws, orders, rules, regulations or ordinances;
3. Promptly comply with any law, ordinance, order, judgment, rule,

regulation or government action relating to protection of health or environment in connection with its use of the Leased Premises;

4. In the event any Hazardous Material is discovered on, in, above or under the Leased Premises which is the result of or is caused by Lessee's activities on or in the Premises, or use thereof, cause such Hazardous Material to be removed from the Leased Premises in a timely manner in accordance with all governmental requirements, at the sole cost and expense of the Lessee;

5. Permit Lessor or its agents to conduct any inspections or tests on, in, above or under the Leased Premises which Lessor may deem necessary or desirable, provided such tests do not unreasonably interfere with Lessee's use of the Leased Premises;

6. Give Lessor prompt notice of any accident or occurrence which results in the release of any Hazardous Material on, in, above or under the Leased Premises, or of any action brought by or threatened by any governmental agency against Lessee to enforce any law, order, judgment, rule, regulation, or ordinance relating to protection of health or the environment, or of any litigation commenced or threatened in writing to be commenced against Lessee, or of any settlements reached by Lessee with any person or group alleging the presence, disposal, release or threatened release of any Hazardous Material on, in, above or under, or arising from any activity conducted by Lessee on the Leased Premises or Lessee's use thereof, or of Lessee's discovery during the Lease term of PCB's, asbestos or petroleum products on, in or under the Leased Premises; and

7. Notwithstanding anything to the contrary in this Lease, if applicable, remove each tank installed or used by Lessee on the Leased Premises, either when its intended use is abandoned by Lessee, or when it no longer complies with all government laws, orders, rules and regulations, including but not limited to those of the NYSDEC and the Federal EPA, or, at Lessor's election, upon the termination of this Lease, whichever occurs sooner. In carrying out such removals, the Lessee shall comply with all governmental laws, orders, rules and regulations.

D. The Lessee shall indemnify, defend and hold the Lessor and County harmless from and against any and all liabilities, claims, award, damages, penalties, fines, expenditures, losses, costs, expenses or charges including, but not limited to, all legal fees and expenses and all governmentally required or reasonable costs of investigation, monitoring, legal representation, remedial response, removal, restoration or permit acquisition, which may now or in the future be undertaken, suffered, paid, awarded, assessed, or otherwise incurred as a result of any contamination by Hazardous Material existing in, on or under the Leased Premises which is a result of or is caused by the Lessee's acts or omissions on, from, or in, or use of the Leased Premises.

ARTICLE 21 - RIGHT OF INSPECTION

Lessor, or a duly authorized agent, may, at all reasonable times and at all reasonable hours, and upon twenty-four (24) hours notice where practical, enter upon the Leased Premises to examine its condition, make any repair Lessee deems necessary for the safe operation of the Airport, to obtain information for preparation of expansion and/or renovations of the Airport, or to re-let the Leased Premises as described in the Article

entitled "DEFAULTS".

ARTICLE 22 - INVALIDITY OF PARTICULAR PROVISIONS

If any covenant, agreement or condition of this Lease or the application thereof to any person, firm or corporation or to any circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such covenant, agreement or condition to the persons, firms or corporations or to circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby. Each covenant, agreement or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 23 - LESSOR RIGHT OF EARLY TERMINATION

Lessor, at its sole option and discretion, shall have the right to terminate this Lease by thirty (30) days written notice to Lessee.

ARTICLE 24 - DEFAULTS

A. If any of the following events called "Events of Default" shall happen to Lessee or, if applicable, Lessee's parent company:

1. Default in the due and punctual payment of all Rent or property taxes payable under this Lease or any part thereof, when due and payable, or of all rent payable under any other contract with Lessor or County; or
2. Default in the performance of or compliance with any of the covenants, agreements, terms or provisions, other than payments referred to in the foregoing A.1., contained in this Lease or with any other contract with the Lessor or County; or
3. Filing of a voluntary petition in bankruptcy; or
4. Institution of proceedings in bankruptcy against it and the adjudication as a bankrupt pursuant to such proceedings if such proceedings are not vacated within sixty (60) days; or
5. Taking by court of competent jurisdiction of its assets pursuant to proceedings brought under the provisions of any Federal reorganization act;
6. Appointment of a receiver for its assets; or
7. Except as permitted in the Article entitled "ASSIGNMENT", sale or merger of Lessee without Lessor's consent, which consent shall not be unreasonably withheld, and provided that this restriction shall not apply to a sale or merger involving an affiliated entity which assumes Lessee's obligations hereunder; or
8. Assignment for benefit of its creditors; or
9. Lessee's refusal to take possession of the Leased Premises when tendered, or voluntary abandonment of the Leased Premises or (except for the period of repair after a casualty), cessation of operation by Lessee for thirty (30) consecutive days;

and such Event(s) of Default shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee, unless Lessee has cured or commenced a cure and Lessor has granted an extension within the thirty (30) day period; or if such breach cannot

reasonably be cured by Lessee within the thirty (30) day period, the period to cure has been extended by Lessor to such time as reasonably necessary, provided Lessee has commenced action to cure such breach within the thirty (30) day period.

B. Lessor at any time thereafter during the continuance of such Event(s) of Default may give written notice to Lessee, specifying such Event(s) of Default and stating that this Lease and the term herein shall expire and terminate on the date specified in such notice, which shall be at least twenty (20) days after the giving of such notice. If Lessee has not cured such default by such date, then upon the date specified in such notice, subject to the provisions of H. hereof, this Lease and the term herein and all rights of Lessee under this Lease shall expire and terminate.

C. Notwithstanding such termination, surrender, and the expiration of Lessee's right, title and interest, Lessee's liability under all the provisions of this Lease shall continue, and all Rent, property taxes and utilities which would have been payable for the balance of the stated term if the Lease had not been so terminated shall become immediately due and payable, subject to the provisions of paragraph G. below (including those of offset or credit).

D. Upon any such expiration or termination of this Lease, Lessee shall quit and peacefully surrender the Leased Premises to Lessor, and Lessor, upon or at any time after such expiration or termination, may without further notice, enter upon and re-enter the Leased Premises and possess and repossess itself thereof by summary proceedings or ejectment, and may dispossess Lessee and remove Lessee and all other persons and personal property from the Leased Premises, and may have, hold and enjoy the Leased Premises and the right to receive all rental income of and from the same.

E. At any time or from time to time after such expiration or termination, Lessor may re-let the Leased Premises or any part thereof, in the name of Lessor or otherwise, for such term(s) (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions (which may include incentives, concessions or free rent) as Lessor, in its sole discretion, may determine.

F. If Lessor re-lets any or all of the Leased Premises, as aforesaid, Lessee shall, upon written request of Lessor, execute and deliver any assignment or assignments of all its rights, title and interest under this Lease to such persons or entities as Lessor shall direct; or, if Lessee is for any reason unable or unwilling to execute and deliver such assignment or assignments as requested by Lessor, Lessee hereby irrevocably appoints Lessor its Attorney-in-fact for purposes of executing and delivering such assignment or assignments.

G. Notwithstanding any such assignment by or on behalf of Lessee, Lessee shall continue to be liable for its obligations under this Lease. In addition to any other remedy it may have, Lessor may recover from Lessee all damages incurred by Lessor by reason of such breach, including, but not limited to, the reasonable attorney fees and other

costs of recovering the Leased Premises; the expenses of any re-letting, including any costs to put the Leased Premises in Lesseeable condition; the amount of the Rent, which would have been payable for the balance of the stated term if the Lease had not been so terminated, minus any rents received by Lessor by virtue of any re-letting as aforesaid; or if Lessor elects not to re-let the Leased Premises, the amount of rent and charges which would be payable under this Lease for the balance of the stated term if the Lease had not been so terminated, minus the reasonable rental value of the Leased Premises for the remainder of the stated term if the Lease had not been so terminated, all of which amounts shall be immediately due and payable from Lessee to Lessor.

H. No failure by Lessor to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of Rent or Additional Rent during the continuance of any such breach shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by Lessee, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by Lessor or Lessee as required by Article 33 entitled "MERGER". No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

I. Each right and remedy of Lessor provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity, or by statute or otherwise, and the exercise or beginning of the exercise by Lessor of any one or more of the rights or remedies provided for in this Lease now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 25 - TERMINATION BY THE LESSEE

In addition to any rights of termination granted to Lessee hereinabove, Lessee may cancel this Lease, terminate all of its obligations hereunder, and remove all of its brand fixtures and personal property from the Leased Premises at any time by giving ninety (90) days written notice upon or after the happening of any one or more of the following events if said event(s) shall then be continuing:

A. Breach by Lessor of any of the covenants or agreements herein contained, and the failure of the Lessor to remedy such breach for a period of thirty (30) days after receipt from Lessee of written notice of the existence of such breach, except that if such breach cannot reasonably be cured by Lessor within the thirty (30) day period, the period to cure shall be extended by Lessee to such time as reasonably necessary, provided Lessor has commenced action to cure such breach within the thirty (30) day period; or

B. Inability of Lessee to use all or a substantial part of the Leased Premises or

part of the Airport necessary for Lessee's operations or prevention of use of the Airport for commercial purposes for a period longer than sixty (60) days due to any order, rule or regulation of any appropriate governmental authority having jurisdiction over the Lessor; or

C. All or a material part of the Airport or Airport facilities shall be destroyed by fire, explosion, earthquake, or acts of God or the public enemy, or if Lessee's operations shall be materially affected by a labor dispute that continues beyond sixty (60) consecutive days.

ARTICLE 26 - ASSIGNMENT, ETC.

Lessee shall not transfer, assign, sublet, pledge, mortgage, except as otherwise provided herein, or otherwise encumber any of the Leased Premises, without written consent of Lessor. The Authority shall receive 2% of the sale price received by Lessee upon transfer, assignment or sublet of the Premises.

A. No consent by Lessor to an assignment of this Lease Agreement and no assignment made as hereinafter permitted shall be effective until there shall have been delivered to Lessor an agreement, in recordable form, executed by Lessee and the proposed assignee, in which such assignee assumes due performance of the obligation on Lessee's part to be performed under this Lease to the end of the term. Upon Lessor's having given such consent, and Lessee having delivered to Lessor the agreement of the assignee to assume the obligations of this Lease as aforesaid, Lessee shall be secondarily liable for the performance of rights and obligations of Lessee under this Lease as well as primarily liable for all obligations which accrued prior to the effective date of such assignment. In the event this Lease shall be assigned to a partnership, tenancy in common, joint tenancy, syndicate, joint venture, or similar entity, or to more than one person, corporation or other entity, all such persons, corporations and entities and all members of such entities shall assume the obligations of this Lease jointly and severally.

B. However, no consent shall be required if the Lessee assigns this Lease or subleases all or any portion of the Demised Premises to an entity which directly or indirectly: (i) controls Lessee; (ii) is controlled by Lessee; (iii) is under common control with Lessee; or (iv) into which Lessee or any of the foregoing parties is merged, consolidated or reorganized or to which all or substantially all of Lessee's assets or stock or any of such other parties' assets or stock are sold or (v) becomes Lessee's successor in interest by operation of law; provided that the Lessee gives written notice to the Lessor of the assignment and Lessee shall not be released from any of its obligations or liabilities under the Lease.

C. Except as provided in subsection B above, Lessee shall not enter into a sublease agreement without prior written approval of the Director of Aviation of the Lessee, which approval shall not be unreasonably withheld, conditioned or delayed. Such consent will be determined by the suitability of the Lessee to lease Airport

property including whether Lessee's business or activity on the Demised Premises will be aviation related and other considerations related to operations, safety and management of the Airport property.

ARTICLE 27 - LEASEHOLD MORTGAGE OR LEIN PROHIBITED

Lessee and any successor and assign of Lessee shall not mortgage its interests in this lease, or any part or parts thereof, under a leasehold mortgage, or assign this Lease, or any part or parts thereof, as collateral security.

ARTICLE 28 - MECHANICS' LIENS

If any mechanics' or other liens, or orders for payment of money shall be filed against the Leased Premises or any building or improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished, or to be furnished, to or for Lessee at the Leased Premises, or for or by reason of any change, alteration or addition thereto or the cost or expense thereof, or any contract relating thereto, or against Lessor as owner thereof, Lessee shall within thirty (30) days after notice of filing thereof cause the same to be canceled and discharged of record, by bond or otherwise at the election and expense of Lessee, and shall also defend on behalf of Lessor at Lessee's sole cost and expense any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders, and Lessee will pay any damages and discharge any judgment entered therein and save harmless Lessor from any expenses, claim or damage resulting therefrom. Upon Lessee's default, Lessor may, but shall not be obligated to remove and/or discharge any such liens or orders, and all payments and expenses incident thereto shall be due and payable by Lessee upon the next rent payment date as Additional Rent.

ARTICLE 29 - QUIET ENJOYMENT

Lessor agrees that upon payment of the Rent and performance of the covenants and agreements on the part of Lessee to be performed hereunder, and subject to the terms and conditions contained herein, Lessee shall peaceably have and enjoy the Leased Premises and all rights and privileges granted, demised and leased to Lessee hereunder.

ARTICLE 30 - CONDEMNATION

A. In the event that the Leased Premises, or any part thereof, shall be taken either permanently or by immediate temporary possession in condemnation proceedings or by exercise of any condemning entity's right of eminent domain or by agreement between Lessor and those authorized to exercise such right (hereinafter collectively "taking"), the award, whether separately granted or as part of a unit award, shall be allocated as follows:

1. If the Condemnor grants separate awards to all claimants, each claimant shall receive an amount equal to sum awarded it by the Condemnor.
2. In the event that the Condemnor does not grant separate awards, Lessor shall receive an amount equal to the fair market value of the Lease (including Lessor's reversionary interest in the Leased Premises and any improvements thereon) and Lessee shall receive an amount equal to the fair

market value of the leasehold estate (including improvements) immediately prior to the taking. If the award is less than the aforesaid interests of Lessor and Lessee immediately prior to the taking, and if Lessee and Lessor are unable to agree on an equitable distribution of the award within thirty (30) days after the Condemnor has made the award, a single appraiser acceptable to both Lessor and Lessee shall make an appraisal of Lessor's and Lessee's interests as aforesaid immediately prior to the taking, and Lessor and Lessee shall receive that portion of the award which bears the same relationship to the award as each respective claim bears to the sum of such claims. The costs of such appraisals shall be borne by the parties in the same proportions as the condemnation award made to each. Promptly upon receipt of the appraisal, the award shall be distributed to the parties in accordance therewith.

B. In the event that part of the Lessor's property, not involving the Leased Premises, shall be taken, Lessor shall be entitled to "recapture" the Leased Premises or materially all thereof if, in Lessor's reasonable opinion, the recapturing is necessary in order to continue its operations on its property. In such event, Lessor shall compensate Lessee for the fair market value of the leasehold estate (including improvements) immediately prior to the taking, except to the extent Lessee is so compensated by the Condemnor. If the parties are unable to agree on such value, it should be determined in accordance with the procedures set forth in paragraph A. above.

C. If at any time during the term of this Lease, either 1) title to the whole or materially all of the Leased Premises shall be taken; or 2) such portions of the balance of the Lessor's property are taken, or conveyed in lieu of condemnation, so as to require, in Lessor's reasonable opinion, the recapturing of the Leased Premises or materially all thereof in order to continue its airport operations, then in either event this Lease shall terminate and expire on the date of such taking and Lessee shall be compensated as provided in paragraph A or B of this Article. For the purposes of this paragraph "materially all of the Leased Premises" shall be deemed to have been taken if, in the mutual opinion of Lessor and Lessee, the portion of the Leased Premises not so taken cannot be so repaired or reconstructed so as to resume Lessee's normal operation at least at the level of use which existed immediately prior to such taking.

D. If at any time during the term of this Lease, title to less than the whole or less than materially all of the Leased Premises shall be taken as aforesaid and Lessor has not exercised its right to recapture the Leased Premises as provided in paragraph B, Lessor shall hold and apply such portion of the award(s) collected by Lessor pursuant to paragraph A above as may be necessary to repair or reconstruct the Leased Premises for use by Lessee. In the event that such costs to repair or reconstruct the Leased Premises exceed the amount of the award(s) collected by Lessor, either party may cancel the Lease unless either party elects to pay the deficiency.

E. Except as herein otherwise specifically provided, if title to less than the whole or less than materially all of the Leased Premises shall be taken as aforesaid and Lessor has not exercised its right to recapture the Leased Premises as provided in paragraph B above, this Lease shall continue and the rent shall be reduced to the extent

Lessee's operation is quantifiably reduced as a consequence of the taking.

F. Lessee shall not be entitled to share in any award or awards made in condemnation proceedings for the taking of any appurtenances to Lessor's property or areas or projections outside the boundaries of the lands owned by Lessor, or any rights in, under or above the streets adjoining said lands, or any rights and benefits of light or air or any rights and benefits of space, below the surface of, or above, the Leased Premises. Nothing herein shall bar Lessee from prosecuting its own claim, if any, against the Condemnor in any condemnation proceedings.

G. If the temporary use of the whole or materially all of the Leased Premises shall be taken by any lawful power or authority for any purpose, for a period in excess of six (6) months, this Lease shall terminate at Lessee's election, in which event the award or payment shall be allocated between Lessor and Lessee as provided in paragraph A of this Article and the Rent shall abate during the said six (6) month period. Any amounts paid by Lessee as Rent for such six (6) month period or any portion thereof shall, upon termination of the Lease, be promptly refunded.

H. In the event that Lessor needs all or a substantial portion of the Leased Premises to carry out and execute improvements to Lessor's Airport facilities as are contained in the Monroe County Airport Master Plan, and any amendments thereto, or deemed by Lessor necessary for the improved operation of the Airport, the rights and remedies of Lessee shall be governed in the same manner as provided in this Article, as though Lessor exercised the power of a Condemnor therein.

ARTICLE 31 - FORCE MAJEURE

In the event that Lessor or Lessee shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of electric power, restrictive governmental laws or regulations, riots, insurrection, war, or the act, failure to act, or default of the other party, or other reason beyond their control, but not including failure or delay in receiving financing for capital improvements, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 32 - SUCCESSORS, ASSIGNS AND REPRESENTATIVES

All of the terms, covenants and conditions of this Lease shall extend to and bind the legal successors and assigns of the parties hereto.

ARTICLE 33 - MERGER

All prior understandings and agreements between the parties are merged within this Lease, which alone fully and completely sets forth the understanding of the parties; and this Lease may not be changed or terminated orally or in any manner other than by an agreement in writing and signed by the party against whom enforcement of the charge or termination is sought.

ARTICLE 34 – LIQUIDATED DAMAGES

Lessee’s failure to adhere to the foregoing material operating standards will adversely affect the safe and efficient operation of the Airport and/or compliance with operating standards of the County, State, FAA and other authoritative entities governing the operations of the Airport. Quantification of the resulting damages is difficult. The parties agree that the liquidated damages set forth below are reasonable estimates of the actual damage that will be incurred by the Airport for the specified breaches of the foregoing operating standards, and Lessee agrees to pay to Lessor liquidated damages in accordance with this section at the rates or in the amounts specified below upon the occurrence of the specified breach unless corrected within ten (10) days of written notice from the Director of Aviation or his designee.

LIQUIDATED DAMAGES FOR VIOLATION OF OPERATING STANDARDS

Maintenance and Repairs of Leased Premises – reference Article 8	\$100/day
Operations – reference Article 9	\$100/day
Refuse Disposal – reference Article 13	\$ 50/day
Signs – reference Article 14	\$ 50/day

Alternatively, if Lessee shall fail to cure any of the standards identified above within ten (10) days of written notice, the Airport Director reserves the right, at his sole discretion, to correct the specified breach of non-compliance at the expense of the Lessee. The Lessee agrees that it shall be responsible for the higher of the accrued liquidated damages or the cure expense.

ARTICLE 35 - NOTICES

Any notice or demand which either party may or must give to the other hereunder shall be in writing and delivered personally, or sent by Certified or Registered Mail, return receipt requested, postage prepaid, or by an express carrier such as Federal Express whereby a record is retained, and, if to Lessor addressed to:

Director of Aviation
Greater Rochester International Airport
1200 Brooks Avenue
Rochester, New York 14624

with a copy to:

Monroe County Department of Law
County Office Building
39 West Main Street
Rochester, New York 14614

and, if to Lessee, addressed to:

with a copy to:

or to such other respective addresses as the parties may designate in writing from time to time.

ARTICLE 36 – CERTIFICATION OF DEBARMENT, SUSPENSION AND RESPONSIBILITY

The undersigned certifies, to the best of his/her knowledge and belief, that the Lessee 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 Lease 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 Lease had one or more public transactions (Federal, State or local) terminated for cause or default.

ARTICLE 37 - CAPTIONS

The captions and headings used in this Lease are included for convenience of reference only and shall not constitute a part of this Lease for any purpose or limit or otherwise affect the meaning of the terms and conditions herein.

ARTICLE 38 - RELATIONSHIP OF PARTIES

Nothing contained in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.

ARTICLE 39 - BROKERS

Lessor and Lessee each represents to the other that no broker has been contacted, consulted or dealt with in connection with this Lease and no brokerage commission or compensation is or shall be due upon the execution and delivery of this Lease or at any other time. Should these mutual representations be contrary to fact, the party who has breached such representations shall indemnify, defend and hold harmless the other from, for and against any and all loss, liability, claim, cost, expense or damage resulting therefrom, including, but not limited to, reasonable legal fees.

ARTICLE 40 - COUNTERPARTS

This Lease, and any amendments, modification or supplements thereto, may be executed in several counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

ARTICLE 41 - GOVERNING LAW

This Lease, and all amendments, modifications or supplement thereto, shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard or reference to its conflict of laws principles. All actions or proceedings relating, directly or indirectly, to this Lease shall commence and be litigated only in courts located within Monroe County, State of New York, or the United States District Court, Western District of New York.

ARTICLE 42 - SUBORDINATION

A. Subject to paragraph C hereof, this Lease and any and all modifications, amendments, renewals and extensions thereof are subject and subordinate to all ground or underlying leases relating to the Lessor, any other mortgages which may now or thereafter affect the Leased Premises, and to any and all modifications, amendments, consolidations, extensions, renewals, replacements and increases thereof; provided, however, that no property owned or removable by Lessee shall be subject to such liens or paramount mortgages.

B. This provision shall be self-operative, and no further instrument of subordination shall be required by any mortgagee. However, in confirmation of such subordination, Lessee shall execute promptly any certificate Lessor under any underlying lease may request.

C. This subordination shall be effective only if the holder of any mortgage, the County or Lessor under any underlying lease shall agree to the mortgage or the lease or otherwise that this Lease shall not be terminated or otherwise affected by the enforcement of any such mortgage or underlying lease, provided that at the time thereof no event of default under this Lease shall have occurred and be continuing, and Lessee, when requested by the holder of such mortgage, County or Lessor under such underlying lease shall execute a commercially reasonable attornment agreement to the holder of such mortgage, County or Lessor under any such underlying lease should either succeed to the rights of Lessor under this Lease.

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

**LESSOR:
MONROE COUNTY AIRPORT AUTHORITY**

BY: _____
Michael A. Giardino
Administrative Director

LESSEE:

BY: _____

Title: _____

Federal Tax Identification # _____

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 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.

Notary Public
Stamp:

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City/Town of _____ in the State/District of _____.

Notary Public
Stamp:

SCHEDULE A

LEASED PREMISES

SCHEDULE B

**CAPITAL IMPROVEMENTS
AS LISTED IN THE REQUEST FOR PROPOSAL
AND/OR COMMITTED TO IN LESSEE'S PROPOSAL**

SCHEDULE C

**CERTIFICATE(S) OF INSURANCE
PROVIDED BY LESSEE**

APPENDIX B

MONROE COUNTY AIRPORT AUTHORITY PROCUREMENT DISCLOSURE POLICY

(Adopted August 16, 2006)

Purpose

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

Article 1

Definitions

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

Article of Procurement

A commodity, service, technology, public work, construction, revenue contract, the purchase, sale or lease of real property or an acquisition or granting of other interest in real property, that is the subject of a Governmental Procurement.

Contacts

Any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the Governmental Procurement.

Governmental Entity

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

Governmental Procurement

(a) The preparation or terms of the specifications, bid documents, request for proposals, or evaluation criteria for a Procurement Contract, (b) solicitation for a Procurement Contract, (c) evaluation of a Procurement Contract, (d) award, approval, denial or disapproval of a Procurement Contract, or (e) approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the Procurement Contract as it was finally awarded or approved by the comptroller, as applicable), renewal or

extension of a Procurement Contract, or any other material change in the Procurement Contract resulting in a financial benefit to the Offerer.

Impermissible Contacts

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

Offerer

The individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts a Governmental Entity about a Governmental Procurement during the Restricted Period of such Governmental Procurement.

Permissible Contacts

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

Procurement Contract

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

Procurement Officer

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

Procurement Record

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

Proposal

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

Restricted Period

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

Solicitation Materials

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

Article 2 Investigating Officer

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

Article 3 Procurement Officers

(Authorized Authority Contact Persons)

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

Article 4 Contacts by Offerers

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

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

(b) The submission of written questions to a designated contact set forth in any Solicitation Materials, when all written questions and responses are to be disseminated to all Offerers who have expressed interest in the Solicitation Materials;

(c) Participation in a conference provided for in any Solicitation Materials;

(d) Complaints made in writing to the Administrative Director by an Offerer regarding the failure of the applicable Procurement Officer to respond in a timely manner to authorized Offerer Contacts, provided that such written complaints become part of the Procurement Record;

(e) Offerers who have been tentatively awarded a contract and are communicating with the Authority for the sole purpose of negotiating the contract, so long as the Contact occurs after the Offerer has received notice of the tentative award;

(f) Contact between designated Authority staff and an Offerer in which the Offerer requests the review of a procurement award;

(g) Contacts by Offerers in protests, appeals or other review proceedings before the Authority seeking a final administrative determination, or in a subsequent judicial proceeding;

(h) Complaints of alleged improper conduct in a Governmental Procurement to the Attorney General, Inspector General, District Attorney, or court of competent jurisdiction; or

(i) Written complaints to the State Comptroller's Office during the process of contract approval, when the State Comptroller's approval is required by law, provided that such written complaints become part of the Procurement Record; and

(j) Complaints of improper conduct in a Governmental Procurement conducted by a municipal agency or local legislative body to the State Comptroller's Office.

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

Article 5 Other Prohibited Offerer Activities

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

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

(b) Offerers are prohibited from contacting any member, officer or employee of a governmental entity other than the Authority¹, during the Restricted Period of a Governmental Procurement, regarding the Authority's pending procurement.

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

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.

keep a written or electronic copy of the Procurement Record for a period of six years from the end of the Restricted Period for each Governmental Procurement.

Article 7 Required Disclosure

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

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

Pursuant to State Finance Law §§139-j and 139-k, this solicitation [or other applicable identifier, i.e. "Invitation for Bid" or "Request for Proposal," etc.] includes and imposes certain restrictions on communications between a Governmental Entity (including the Authority) and an Offerer during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the Authority and, if applicable, the Office of the State Comptroller [the Authority may delete the reference to Comptroller approval when not applicable] ("restricted period"), to other than the Authority's Procurement Officer unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Authority's Procurement Officer(s) for this Governmental Procurement, as of the date hereof, is identified on the first page of this solicitation [or wherever in the bid documents it is identified]. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four (4) year period, the Offerer/bidder is debarred from obtaining government Procurement Contracts. Further information about these requirements may be obtained from the Procurement Officer.

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

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

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

(a) “Offerer Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j(3) and 139-j (6)(b)” in the manner discussed in Appendix “A” hereto;

(b) “ Offerer Certification of Compliance with State Finance Law § 139-k (5)” in the manner discussed in Appendix “B” hereto; and

(c) “Offerer Disclosure of Prior Non-Responsibility Determinations” in the form provided as Appendix “C” hereto.

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

Article 8 **Requirements of the authority prior to Awarding Procurement Contracts**

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

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

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

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

Article 9 **Alleged Violation; Procedure**

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

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

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

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

2. The County Attorney shall report to the Investigating Officer of another Governmental Entity any violation of the statutes by an Offerer or by such other Governmental

Entity's employees. The County Attorney shall be the person designated to receive similar communications coming from another Governmental Entity.

Article 10 Sanctions

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

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

- (i) The award to the offending Offerer is necessary to protect public property or public health or safety; and
- (ii) The offending Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

(b) In addition, the County Attorney shall notify the State Office of General Services of the finding of non-responsibility².

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

Distribution of This Policy

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

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

APPENDIX C

MONROE COUNTY AIRPORT AUTHORITY

REQUIRED FORMS

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

Addendum to RFP: Additional Information, Clarification and/or Revision

Other than the information contained in this Request for Proposal, all other information will be issued to Proposers of record in the form of Addendum hereto. It is the responsibility of each Proposer to be properly registered with the Department of Aviation, Airport Administration Office by **immediately returning** the attached ***Registration Form to Receive Addendum*** for the purpose of receiving any pertinent or substantive information.

Questions, comments and requests regarding this RFP must be submitted in writing via express delivery, fax or e-mail 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

All questions, requests and comments must be received no later than 3:00 p.m. on April 19, 2012. Within six (6) business days questions received by the deadline shall be responded to by a written Addendum, providing the response is substantive to the RFP or the Sample Agreement.

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

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

MONROE COUNTY AIRPORT AUTHORITY

Greater Rochester International Airport • Rochester • New York • 14624

Registration Form to Receive Addendum

Regarding: Request for Proposals for Lease of Airport Property Located at 175 Buell Road

During the RFP offering period any additional/revised substantive information concerning the above RFP will be provided to registered prospective Proposers. To insure receipt of all Addendum regarding the RFP entitled "Lease of Airport Property", dated March 30, 2012, please complete the information requested below and return it via mail, fax or e-mail immediately to:

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: _____

MONROE COUNTY AIRPORT AUTHORITY
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CONTRACTOR DISCLOSURE OF CONTACTS

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

PROCUREMENT NAME: _____
CONTRACTOR NAME: _____
ADDRESS: Street: _____
City: _____ State: _____ Zip: _____
NAME OF PERSON SUBMITTING THIS FORM: _____ SIGNATURE OF PERSON SUBMITTING THIS FORM: _____

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

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

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

NAME: _____
ADDRESS: Street: _____
City: _____ State: _____ Zip: _____
TELEPHONE NUMBER: _____
PLACE OF PRINCIPAL EMPLOYMENT: _____
OCCUPATION: _____

Does the above named person or organization have a financial interest in this procurement?

YES NO

DEFINITIONS:

1. **"Attempt to influence the procurement process"** means any attempt to influence any determination of a member, officer or employee of a covered agency or authority by a person other than a member, officer or employee of a covered agency or authority with respect to:

- (a) the solicitation, evaluation or award of a procurement contract; or
- (b) the preparation of specifications or request for submissions of proposals for a procurement contract.

2. **"Contractor"** means bidder, offeror or Proposer for a procurement contract and shall include any subcontractor who may be engaged in the delivery of goods, services or construction pursuant to the procurement contract.

3. **"Financial interest in the procurement" means:**

- (a) owning or exercising direct or indirect control over, or owning a financial interest of more than one percent in, a contractor or other entity that stands to gain or benefit financially from the award of a procurement contract;
- (b) receiving, expecting or attempting to receive compensation, fees, remuneration or other financial gain or benefit from a contractor or other individual or entity that stands to benefit financially from a procurement contract;
- (c) being compensated by, or being a member of, an entity or organization which is receiving, expecting or attempting to receive compensation, fees, remuneration or other financial gain from a contractor or other individual or entity that stands to benefit financially from a procurement contract;
- (d) receiving, expecting or attempting to receive any other financial gain or benefit as a result of the procurement contract;

(e) being a relative of a person with a financial interest in the procurement, as set forth in paragraphs (a) through (d) above. For purposes of this paragraph, "relative" shall mean spouse, child, stepchild, stepparent, or any person who is a direct descendant of the grandparents of an individual listed in paragraphs (a) through (d) of this subdivision or of the individual's spouse.

MONROE COUNTY AIRPORT AUTHORITY

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CONTRACTOR DISCLOSURE OF PRIOR DETERMINATIONS OF NON-RESPONSIBILITY

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

PROCUREMENT NAME: _____

CONTRACTOR NAME: _____

ADDRESS: _____

Street: _____

City: _____ State: _____ Zip: _____

NAME OF PERSON SUBMITTING THIS FORM: _____

TITLE OF PERSON SUBMITTING THIS FORM: _____

SIGNATURE: _____

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

YES

NO

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

YES

NO

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

Covered Agency Name: _____

Year of Non-responsibility finding: _____

Basis of non-responsibility finding: _____

DEFINITIONS:

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

MONROE COUNTY AIRPORT AUTHORITY

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

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

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

Date: _____

_____ [Print 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 Proposals.

MONROE COUNTY AIRPORT AUTHORITY

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Form of Proposal

Instructions: One (1) original, five (5) copies and one (1) electronic copy in PDF version (on CD or flash drive) of the proposal shall be submitted.

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

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

RE: Proposal for Lease of Airport Property Located at 175 Buell Road

Dear RFP Coordinator:

The undersigned, having examined the Request for Proposal including its instructions to proposers, the Sample Lease, and any and all related documents for the proposed non-exclusive Lease of Airport Property, and having become familiar with the premises therefore and operations thereof, hereby proposes the following building lease rental rate as \$_____ and the land lease rental rate as \$_____.

The undersigned agrees to execute a formal non-exclusive Land Lease Agreement at the Greater Rochester International Airport. Attached hereto is a (certified) (cashier's) check in the amount of Five Thousand Dollars (\$5,000.00) payable without condition to Monroe County Airport Authority, which may be retained by Monroe County Airport Authority as liquidated damages, and not as a penalty, in the event of failure of the undersigned to execute a land lease at the Greater Rochester International Airport and otherwise to comply with the instructions to proposers.

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

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

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

Dated at _____ this ____ day of _____, 2012.

Form of Proposal (continued)

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF PROPOSER:

If an Individual: _____
Doing Business As: _____

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

If a Corporation: _____
BY: _____
TITLE: _____

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

ADDRESS OF PROPOSER: _____

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

In addition to the above letter, this proposal outline must be completed with the following information and executed forms listed below.

2. **Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.
3. **Proposer's deposit.** Proposals' must be accompanied by a certified cashier's Check in the amount of \$5,000.00 payable to the Monroe County Airport Authority. The successful Proposer's deposit will be credited toward the security deposit. Others will be returned following award.
4. Name and address of proposer's legal entity and identify the primary contact for proposal. Include telephone numbers and e-mail address.
5. **Business Experience and Qualifications**

Identify experience and qualifications in this type of proposed project. Include resumes of all principal participants and include a list of 4 business/bank references.
6. **Development Plan/Capital Improvements**

Describe related improvements, if any, proposed for the property, including a concept plan describing the improvements proposed. Include drawings and/or renderings.

Form of Proposal (continued)

7. **Business Plan**

Describe nature and purpose of business endeavor. Provide a list of goals in one year, two year, three year and five year. Include role of each principal participant.

8. **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.

9. *Required Form: **Contractor Disclosure of Contacts***

10. *Required Form: **Contractor Disclosure of Prior Determinations of Non-Responsibility***

11. *Required Form: **Affirmation of Understanding and Agreement of Permissible Contacts***

12. *Required Form: **Certification Regarding Debarment, Suspension and Responsibility***

13. *Required Form: **Non-Collusion Certificate***

14. *Required Form: **RFP Acknowledgment Form***

15. *Required Form: **DBE Obligation Certificate with brief statement of intentions attached***

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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Certification Regarding Debarment, Suspension and Responsibility

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
2. Have not within a three-year period preceding this proposal 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 proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Date: _____

[Print Name of Proposing Entity]

By:

[Signature]

[Print Name]

[Print Title/Office]

MONROE COUNTY AIRPORT AUTHORITY

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Non-Collusion Certificate

The undersigned, an authorized representative of the proposing entity, certifies that by submission of this proposal each Proposer and each person signing on behalf of any Proposer, 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 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 Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor, and;
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Company: _____

By: _____

Print Name: _____

Title: _____

MONROE COUNTY AIRPORT AUTHORITY

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Lease of Airport Property Located at 175 Buell Road RFP Acknowledgment of Proposal

The submittal of this proposal is the duly authorized official act of the Proposer and the undersigned officer of the Proposer is duly authorized by resolution of Proposer to execute this Proposal on the behalf of and as the official act of the Proposer, this ___ day of _____, 2012.

Company: _____

By: _____

Print Name: _____

Title: _____

MONROE COUNTY AIRPORT AUTHORITY

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DBE Obligation Certification

The undersigned, an authorized representative of the proposing entity, certifies that the Proposer will 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 and 26, as amended, participate in at least 10% of the activity, service or facility offered by the Proposer during the term of its Lease Agreement with the Monroe County Airport Authority by means of joint venture, partnership, franchise or any other legal arrangement that results in bona fide ownership and control of the activity, service or facility or by the purchase of goods, services, supplies and/or products from certified DBE vendors.

Attached to this Certificate is a brief description of efforts already undertaken to ensure ACDBE participation along with a general description of the Proposer's intention in this regard as of this date, the ____ day of _____, 2012.

Company: _____

By: _____

Print Name: _____

Title: _____