



REQUEST FOR PROPOSALS

TIME & ATTENDANCE COLLECTION SYSTEM AT THE GREATER ROCHESTER INTERNATIONAL AIRPORT

December 18, 2009

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

TABLE OF CONTENTS

Purpose.....	4
The Greater Rochester International Airport (GRIA).....	4
Scope of Work.....	4
General Security Requirements.....	5
Laws and Policies.....	6
Conformance to Laws	
Restriction on Communication	
RFP Coordinator: Issuing Office	
Written Questions	
DBE Policy and Obligation	
Non-Discrimination Policy	
Economy of Preparation	8
Incurring Costs	8
News Release	8
Sample Professional Services Agreement	8
Finalizing an Agreement	9
Proposer’s Obligations	9
Proposal Certification	
Proposal Contents	
Responsibility for Offered Services	
Submitted Materials	10
Submission of Proposal(s).....	10
Method of Evaluation.....	13
Oral Presentation.....	14
Offer Period.....	14
Addendum to RFP: Additional Information, Clarification and/or Revision ...	14

TABLE OF CONTENTS, continued

Withdrawal Notification 15

Proposal Submission Deadline 15

Projected Timeline 16

Exhibit A Sample Professional Services Agreement

Monroe County Airport Authority Procurement Disclosure Policy

Required Forms

- Offerer Disclosure of Prior Non-Responsibility Determinations*
- Affirmation of Understanding & Agreement of Permissible Contacts*
- Form of Proposal (Letter & Required Attachments)*
- Certification Regarding Debarment, Suspension and Responsibility*
- Non-Collusion Certificate*
- Acknowledgment of RFP Time & Attendance Collection System*
- Proposal*
- DBE Obligation Certification*

Purpose

The Monroe County Airport Authority (“the Authority”) is soliciting proposals for a time and attendance collection system to be used by the Department of Aviation [“the Airport”]. Prospective Proposers must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in this Request for Proposals (“RFP”). Monroe County (“the County”) reserves the right to expand this project based on the successful performance of the chosen provider to other County departments/divisions/authorities as interest and funding become available for a period of five (5) years.

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

The Greater Rochester International Airport

The Greater Rochester International Airport (GRIA) is owned by Monroe County and is leased and operated under the authority of the Monroe County Airport Authority (the Authority), a public benefit corporation.

Approximately 62 GRIA employees will, initially, be using this Time and Attendance System.

FOR ADDITIONAL INFORMATION ON MONROE COUNTY AND THE GREATER ROCHESTER INTERNATIONAL AIRPORT GO TO THE WEBSITE WWW.MONROECOUNTY.GOV

General Security Requirements

Potential employees installing the Time and Attendance equipment may need to undergo a security screening process before they can receive an Airport Security Badge. This screening process includes a 10-year history and verification, fingerprinting for a criminal record search and a security orientation. The process usually takes one (1) to three (3) weeks and a fee of \$40 is charged per person screened.

Scope of Work

1. Overview

The Monroe County Airport Authority is seeking proposals to replace the time and attendance collection system at the Greater Rochester International Airport.

The current system in use is a Winstar and is no longer supported.

The new system must be compatible with the County's existing SAP Time and Administration system. Time rules and time calculations will be handled using the Time Manager Workplace transaction in SAP.

2. Detailed Scope of Work

- A. Installation and configuration of 3 time and collection devices to support a minimum of 100 employees at the airport facility.
- B. Testing of the new application will include parallel testing with the existing Winstar system.
- C. Initial training of administration personnel must be addressed.
- D. Documentation of the system relative to the County's implementation must be included.
- E. On-going maintenance and support must be included.

3. System Requirements

- A. The time capture device must be compatible with the existing HID proximity badge used throughout the airport. There will no consideration given to replacing the existing badges in order to be able to capture time information.
- B. The time capture device must be able to assign badge numbers on a frequent basis. The Airport has a standard policy to replace badges every two years. In addition, the ability to assign replacement badges with new badge numbers on an as needed basis must be supported.
- C. The option to use a biometric reader as a method to identify authorized personnel in capturing time information must be addressed in the proposal.
- D. The time capture device must have the ability to restrict the personnel allowed to use the device at a specific location.
- E. The time capture device must have the ability to handle a 'forward time rule' in order to restrict early punching; ie. if an employee is not due to sign-in until 7 am, the device must restrict the employee from using the device until 15 minutes prior to scheduled time.
- F. The time capture device must be able to confirm the identity of the personnel signing in by displaying the person's name.
- G. The time capture device must be able to store captured clock times for several

hours in the event that it is not able to communicate with the server that holds the consolidated clock information prior to transmission to SAP. The required transactions for transfer to SAP are:

- P10 – clock-in
- P20 – clock-out
- P15 – start break
- P25 – end break

- H. The time capture device must be able to display accrual information about the employee downloaded to the server from SAP.
- I. The time capture device must be able to display the accrual information at the time of signing in along with the person's name downloaded from the SAP application.
- J. The time capture device must be able to communicate with the time application server via the LAN / WAN.
- K. The server(s) that is/are connected to the time capture device must be able to run on VMWARE ESX using the County's Microsoft 2008 operating system. The preferred database server is Microsoft SQL server 2005 or later.
- L. The application must be able to accept a download of a mini-master file from SAP that will contain all individuals eligible to use the time capture device. This file will include the person's name, personnel number, badge ID, and several buckets of accrual information.
- M. The time capture system must have the ability, in real-time, to notify the administrator when there is an issue with communication to the device.

Laws and Policies

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 Homeland Security, 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.

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 proposer/bidder during the procurement process. A proposer/bidder is restricted from making contacts from the earliest notice of intent to solicit proposals through final award

and approval of the Procurement Contract by the Authority and Monroe County (“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). Designated staff, as of the date hereof, is identified below. 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 proposer/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 4-year period, the proposer/bidder 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 between the Exhibits and the Required Forms.

RFP Coordinator: Issuing Office

This RFP is issued for the 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 Proposer.

Kim D. De Luca
Contract Management Coordinator
Department of Purchasing & Central Services
County of Monroe
39 West Main Street, Room 200
Rochester, NY 14614
585-753-1104 (fax)
Kdeluca@monroecounty.gov

Only those Proposers who have registered and received a copy of this RFP via the County website at www.monroecounty.gov/bid/rfps will receive addenda, if issued.

Written Questions

To maintain a fair and impartial competitive process, the RFP Coordinator will respond only to written RFP clarifying questions (including electronic mail) submitted within the specified timeframe. This is the only opportunity for proposers to ask questions as to form and content. Clarifying questions must be received by the RFP Coordinator no later than 3:00 PM E.S.T., Monday, December 28, 2009. These clarifying questions and responses will be published to all prospective respondents via RFP addendum. **Only those Proposers who have registered and received a copy of this RFP via the County website at www.monroecounty.gov/bid/rfps will receive addenda, if issued.**

Responses via addendum are expected to be published to the Monroe County web site on or before the close of business, Wednesday, January 6, 2010.

DBE Policy and Obligation

It is the policy of the Monroe County Airport Authority, Monroe County and the Federal Aviation Administration (FAA) that disadvantage business enterprises (DBEs) shall have

the maximum opportunity to participate in any activity, service or facility at the Airport under agreement, lease, contract with or franchise from the Authority. A selected Proposer shall agree to make good faith efforts to ensure that business concerns owned and controlled by socially and economically disadvantaged individuals as defined in the U.S. Department of Transportation's regulations, 49 CFR Part 23, as amended, participate in at least 10% of the activity, service or facility provided by a Proposer during the entire term of its agreement by means of a joint venture, partnership, franchise or any other legal arrangement that results in bona fide ownership and control of the activity, service or facility.

If a selected Proposer is unable to achieve this goal under joint venture, partnership, franchise or similar legal arrangement, the Proposer shall seek to obtain the required DBE participation by other means, such as the purchase of goods, services, supplied and/or products from certified DBE vendors. In the event that a selected Proposer for this solicitation qualifies as a certified DBE, the agreement goal shall be deemed to have been met.

Non Discrimination Policy

It is the policy of the Authority to assure that no person shall, on the basis of age, marital status, handicap or disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin be excluded from participating in any activity conducted with or benefiting from funds received from the operation of the Airport. To the extent that a selected 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 exclude any person from its leased premises or discriminate in the award of any contract for services to be performed in its behalf 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.

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.

Incurring Costs

Monroe County and the Monroe County Airport Authority are not liable for any costs incurred by proposers in the preparation of their proposals.

News Release

News releases pertaining to this RFP or the services to which it relates will not be made without prior approval by the County and then only in coordination with the County Department of Communications and Special Events.

Professional Services Agreement

A proposer will review the attached Exhibit A the Professional Services Agreement and submit any questions, requests or comments concerning this Agreement in writing to the RFP Coordinator **must be received by the RFP Coordinator no later than 3:00 PM E.S.T., Monday, December 28, 2009.** This submission should include any comments of its Legal Counsel as the wording of the agreement will not be open to discussion or negotiation following selection. The Sample Contract is only subject to change by the Authority until issuance of the final Addendum.

Responses will be published to all prospective respondents via a published RFP addendum. **Only those Proposers who have registered and received a copy of this RFP via the County website at www.monroecounty.gov/bid/rfps will receive addenda, if issued.**

Actual terms of payment will be the result of agreements reached between the Monroe County Airport Authority and the Proposer Selected.

Finalizing an Agreement

This RFP and attached 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 the Authority, and the Selection Committee, composed of representatives from Monroe County and the Authority, reserves the right not to finalize a Contract as an outcome of this RFP if it is determined to be in the Authority's best interest not to do so.

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

The final terms of the Agreement must be approved by the Monroe County Airport Authority before the Agreement can be executed. Any Agreement entered into will be judged the most advantageous to the Authority.

Proposer's Obligations

Proposal Certification – The proposer must certify that all financing, materials, management and personnel will be provided to accomplish the Time & Attendance Collection System as proposed. Any cost subsequently incurred by Monroe County or the

Monroe County Airport Authority must be borne by the selected Proposer. This certification is accomplished by having the proposal documents signed by an individual who has the authority to bind the proposer.

Proposal Contents – Components of the selected Proposer’s proposal will be incorporated, in whole or in part, into the final Agreement, including the fee(s) and any relevant formulas for determining the fee(s), the pre-approved work plan. Failure to accept these obligations can result in cancellation of the Award.

Responsibility for Offered Services – The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not produced by them. Further, the Authority will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

Submitted Materials

All right, title and interest in the material submitted by the proposer as part of the proposal shall vest in the Authority without any obligation or liability by the Authority to the proposer. The Authority has the right to use any or all ideas presented by a proposer. Although the Authority reserves the right to ownership, without limitation, of all proposals submitted, because Monroe County or the Authority could be required to disclose a proposal under the New York Freedom of Information Law (Public Officers Law §§ 84 – 90), the Authority will, to the extent permitted by law, seek to protect the proposer’s interest with respect to any trade secret or proprietary information as described below.

Proprietary Information
The New York State Freedom of Information Law, Public Officers Law, Article 6, provides for public access to information. Public Officers Law, Section 87(d)(2) provides for exceptions to disclosure for records or portions thereof that are “trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise.” Information that the proposer wishes to have treated as proprietary and confidential trade information should be identified and labeled “Confidential” or “Proprietary” on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted.

Submission of Proposal(s)

A. Acceptance Period and Location: To be considered, Proposers must submit a complete response to this RFP. 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.

Sealed proposals must be received at the address below on or before 3:00 p.m. EST on Friday, January 15, 2010.

Kim D. De Luca
Contract Management Coordinator
Department of Purchasing & Central Services
County of Monroe
39 West Main Street, Room 200
Rochester, NY 14614
585-753-1104 (fax)
Kdeluca@monroecounty.gov

B. Required copies: Proposers must submit one (1) signed original Proposal, 6 complete hard copy sets of the signed original Proposal, and one copy in electronic format. **Proposals should be clearly marked as “Proposal for Time and Attendance Collection System at the Greater Rochester International Airport.”** The Proposer will make no other distribution of proposals. An official authorized to bind the Proposer to its provisions must sign the Proposal.

C. Pricing Period: For this RFP, the proposal must remain valid for a minimum of 180 days past the due date for receipt of RFPs.

D. Response Date: To be considered, sealed proposals must arrive on or before the location, time and date specified in Section 3.1.A. **Requests for extension of the submission date will not be granted.** Proposers mailing proposals should allow ample delivery time to assure timely receipt of their proposals

E. Clarification of RFP and Questions: Questions that arise prior to or during proposal preparation must be submitted in writing or via email pursuant to the instructions in Section 1 of this RFP. Questions and answers will be provided to all Proposers who have received RFPs and must be acknowledged in the RFP response. No contact will be allowed between the Proposer and any other member of the County 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.

F. Addenda to the RFP: In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all Proposers that received the original RFP. **An acknowledgment of such addenda, if any, must be submitted with the RFP response. Applicants will only receive notices of addenda by downloading the original RFP document via the Monroe County website at www.monroecounty.gov.**

G. Organization of Proposal: This section outlines the information that must be included in your proposal. Please respond with your information in the same order as the items in the section.

A. Transmittal Letter. Each response to the RFP should be accompanied by a

letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Proposer to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the Proposer's contact person.

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

C. Company Information. Provide information related to your company and any companies you are proposing to use as sub-contractors. Specifically address the following:

1. Year the company was organized.
2. Identification of company ownership.
3. Financial history of the company 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 principals. Also include the following information: current balance sheet, statement of revenues and expenses, statement of cash flows, and appropriate notes to these documents. 501.3.c organizations must submit their most recent Form 990.
4. Functions and location of your nearest regional office to Monroe County.
5. Anticipated growth of your organization including expansion of the client base and acquisitions
6. Any conflicts of interest that may affect the County's potential selection of, or entering into an agreement with, your organization, i.e. your organization currently holds an agreement with the County for other services, a relative of any employee if the Proposer is a member of the selection committee, etc.

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

1. A list of all public sector clients in the State of New York, the dates of engagement for each client. Include the following information for each public sector client:

- a. Name and address of the client;
- b. Approximate annual budget;
- c. Name and telephone number of contact person;
- d. Summary of the savings and/or cost reductions obtained on behalf of the client as a result of your services.

2. Résumés for the key personnel to be involved in providing services to the County.

I. Proposer's proposal. Proposer must submit a detailed Project Narrative and Work Plan that describes:

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

J. Cost Proposal. The proposal shall include Pricing for the proposed components listed item by item. Pricing shall clearly define the costs associated with each system.

Vendors shall supply any costs incurred if the County or Authority purchases hardware outside of this procurement. All pricing shall be supplied in a line item fashion for purposes of cost comparison. Any additional costs not stated in the proposal shall not be incurred by Monroe County unless specifically agreed to in writing by Monroe County.

The County has the right to contact Vendors on cost and scope clarification at any time throughout the selection process and negotiation process. Do NOT use "TBD" (to be determined) or similar annotations for cost estimates. All costs must be identified. The County and Authority are asking Vendors to estimate costs for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated.

Provide in narrative form an explanation of the comprehensive cost proposal for this project as well as any assumptions being made.

1. **Software Licenses.** In pricing the software licenses, include by module, the base license fees, discounted license fees, licensing metrics (e.g., workstations, user counts, employee headcount) used, and bundled pricing for the package as a whole. Include costs for 3rd party software if applicable. Include pricing for enterprise wide licenses if applicable. Include pricing for optional modules or modules that you are proposing beyond that requested in this RFP. These modules should be priced separately from the base license.

2. **Implementation.** Outline your estimated costs for overseeing the implementation of the project. Include all costs associated with managing the project, i.e. project management, design, configuration, data conversion, testing, installation, and implementation.
 3. **Training / Change Management Costs.** Outline your estimated costs for the following types of training: project team, technical team, system administration and end-users. Include all costs associated with training, i.e. planning, creating training plan, setting up training environment, creating training data, creating training documents, and delivering the training (including travel).
 4. **Maintenance and Support (M&S).** The Vendor shall provide quotations for software maintenance coverage for a five-year period following acceptance of the software. Please describe the particulars of the coverage plan for the following maintenance plan options including response times for both normal and critical maintenance, and the location of the nearest certified service facility. Include the yearly annual increase in maintenance. For years 6-10, the vendor must provide an annual growth percentage that will serve as a maximum increase level on maintenance based on Year 5 as a base. The County's objective is to obtain comparability among vendors on a 10 year maintenance and support schedule.
- K. Insurance Certificates.** Each Proposer must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described in Section 4.13 of this RFP.
- L. Exceptions to General Information for the Proposer.** For all exceptions to Section 4, the Proposer must indicate on a separate sheet labeled "Exceptions Taken to the General Information for the Proposer", the section number of any requirement to which an exception is being taken and an explanation of their position.
- M. Exceptions to the Standard Monroe County Contract.** For all exceptions to the Standard Monroe County Contract, the Proposer must indicate on a separate sheet labeled "Exceptions Taken to the Standard Monroe County Contract," the section number of any requirement to which an exception is being taken and an explanation of their position. It is not intended that new contract wording be proposed by the 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.
- N. Certification.** Proposals should include a letter from an authorized corporate officer certifying the accuracy of the information provided and guaranteeing the proposed prices.

Method of Evaluation

- A. Evaluation Committee:** Selected personnel from the County will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFP and make a recommendation for award.
- B. Evaluation and Selection Criteria:** All properly prepared and submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Proposer with whom a contract may be signed. Responses to this RFP will be evaluated according to the following criteria:
- ◆ Proposed Fees
 - ◆ Understanding of the Project
 - ◆ Degree of Relevant Experience
 - ◆ Technical Competence
 - ◆ References
 - ◆ Capacity and Availability to Perform the Services
 - ◆ Local Office
 - ◆ Other pertinent criteria
- C. Contract Approval Process:** Proposers must be aware that any contract resulting from this request for proposals is subject to prior approval by the Monroe County Legislature and the Monroe County Law Department. The County anticipates awarding this contract on or about February 1, 2010.

Oral Presentation

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

Offer Period

Proposals received by the Department of Aviation shall be construed to be a valid offer for a period of not less than six (6) months following the submission deadline to allow a sufficient period for information gathering and consideration by the Selection Committee.

**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/a hereto. It is the responsibility of each proposer to be properly registered on the Monroe County web site for the purpose of receiving any pertinent or substantive information.

Questions, comments and requests regarding this RFP and its Sample Professional Services Agreement must be submitted in writing via express delivery, fax or e-mail to:

Kim D. De Luca
Contract Management Coordinator
Department of Purchasing & Central Services
County of Monroe
39 West Main Street, Room 200
Rochester, NY 14614
585-753-1104 (fax)
Kdeluca@monroecounty.gov

All questions, requests and comments must be received no later than 3:00 p.m. on December 28, 2009. Within about five 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 or Sample Agreement, all registered proposers will receive email notification with a link to the addenda document(s). No oral responses will be made by the Authority or its agents on substantive questions or relied upon by any contractor with respect to 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.

Withdrawal Notification

Solicited or Requesting entities receiving this RFP who decide not to submit a proposal should mail, fax, or e-mail an "RFP Withdrawal" letter to the above named RFP Coordinator no later than the submission deadline date. The RFP is the property of the Authority and may not be reproduced or distributed for purposes other than proposal submission without the prior written consent of the Authority's Administrative Director/Director of Aviation.

Proposal Submission Deadline

One (1) original and six (6) hard copies and one (1) electronic format of the proposal must be received in the no later than **3:00 PM on January 15, 2010 addressed to:**

Kim D. De Luca
Contract Management Coordinator
Department of Purchasing & Central Services
County of Monroe
39 West Main Street, Room 200
Rochester, NY 14614

Faxes and/or e-mails of any material will not be accepted in place of required hard copies. Email is an acceptable format to fulfill the one electronic copy requirement stated above.

The proposers will make no other distributions of the Proposal package. An official authorized to bind the proposing entity must sign the required forms. Proposals should be sealed and must be identified on the outside of the package by the words "**Proposal for Time & Attendance Collection System at the Greater Rochester International Airport**". Any proposals 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 express delivery services to ensure receipt of their Proposals by the submission deadline. Any changes to and the right to withdraw Proposals submitted will also expire at this date and time. There will be no public opening of the Proposals.

Projected Timeline

December 18, 2009	Request for Proposal offering period begins
December 28, 2009	All requests for RFP clarification must be submitted in writing to the RFP Coordinator at the email Deadline to Submit Questions for Addendum at 3:00 p.m. EST
January 6, 2010	All questions will be answered and documented in writing as an Addendum to the RFP, and posted on the County website. Notices will be sent out to all Proposer's who received the RFP on or before January 5, 2010 via proper registration on the Monroe County web site.
January 15, 2010	Final RFP submissions must be received by 3:00 p.m. EST on January 15, 2010 at the address shown. The right to withdraw will expire on this date and time.

If Selection is made:

Approximately January 29, 2010 Letters of Award or Proposals Not Awarded
Approximately February 1, 2010 Agreement sent to Selected Proposer(s) for execution

MONROE COUNTY AIRPORT AUTHORITY

EXHIBITS

EXHIBIT A

Sample Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 200_ by and between **MONROE COUNTY AIRPORT AUTHORITY**, a New York public benefit corporation, with offices at 1200 Brooks Avenue, Rochester, New York, 14624, hereinafter referred to as "Authority" and _____, a company with its offices and place of business at _____, hereinafter referred to as the "Contractor".

WITNESSETH:

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

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

WHEREAS, the Administrative Director of the Monroe County Airport Authority is authorized to execute this Agreement pursuant to Resolution No. ___ of 200_, adopted by the Authority on _____, 200_;

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

I. SCOPE OF SERVICES

The Contractor shall perform the [following services] [the services]for the Authority at the Greater Rochester International Airport (GRIA), 1200 Brooks Avenue, Rochester, New York 14624 [as provided in Exhibit A – Scope]:

II. TERM OF CONTRACT

The term of this Agreement shall be for the period of _____, 200 through _____, 200 .

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

III. **PAYMENT FOR SERVICES**

The Authority agrees to pay the Contractor, and the Contractor agrees to be paid, a sum in full satisfaction of all expenses and compensation due the Contractor not to exceed _____ dollars (\$_____.00) [plus pre-approved travel].

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

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

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

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

IV. **AMENDMENTS**

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

V. **INSURANCE**

The Contractor will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Worker's Compensation insurance, if required by law; professional and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 and \$3,000,000 aggregate; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage and \$3,000,000 aggregate. Original certificates evidencing such coverage and indicating that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the Authority, shall be delivered to the Authority before final execution of this Agreement and original renewal certificates conforming to the requirements of this section shall be delivered to the Authority at least sixty (60) days prior to the expiration of such policy or policies of insurance.

The Contractor's general liability and professional liability insurance and automobile liability insurance shall provide for and name Monroe County Airport Authority as an additional insured. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the Authority.

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

VI. INDEMNIFICATION

The Contractor agrees to defend, indemnify and save harmless the Authority, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the Authority which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, the provision of any products by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees, or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the Authority from its own negligence or misfeasance, or to assume any such liability for the Authority by the Contractor.

VII. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of the Authority nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The Contractor shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the Contractor's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Worker's Compensation, Social Security, unemployment and other insurance or other

statutory withholding requirements; and all obligations imposed on the employer of personnel.
The Authority shall have no responsibility for any of the incidences of employment.

VIII. TITLE TO WORK

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

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

IX. EXECUTORY NATURE OF CONTRACT

This Agreement shall be deemed executory only to the extent of the funding available and the Authority shall not incur any liability beyond the funds annually budgeted therefor. The Authority may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the Contractor's obligations regarding the services provided under this Agreement may be reduced correspondingly.

X. NO ASSIGNMENT WITHOUT CONSENT

The Contractor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the Authority.

XI. FEDERAL SINGLE AUDIT ACT

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

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

Award Name:

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

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

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

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

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

The Contractor shall, upon request of the Authority, provide the Authority such documentation, records, information and data and response to such inquiries as the Authority may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the Authority deems necessary to assure or monitor payments to the Contractor under this Agreement.

The Authority's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the Authority under this Agreement.

XI. RIGHT TO INSPECT

Designated representatives of the Authority shall have the right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to the Contractor's employees, reports, books, records, audits and any other material relating to the delivery of such services. The Contractor agrees to maintain and retain all pertinent records related to this Agreement for a period of seven (7) years after final payment.

XII. JOB OPENINGS

The Contractor recognizes the continuing commitment on the part of Monroe County to
--

assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.

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

Notice shall be given in writing to:

Employment Coordinator
Monroe County Department of Human Services
111 Westfall Road
Rochester, New York 14620
Telephone: (585) 753-6298
Fax: (585) 753-6296
E-Mail: mchhs@monroecounty.gov

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

XIV. NON-DISCRIMINATION

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

CONTRACTOR QUALIFIED, LICENSED, ETC.

The Contractor represents and warrants to the Authority that it and its employees is/are duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

XVI. GENERAL PROVISIONS

This Agreement constitutes the entire Agreement between the Authority and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be

provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of laws and principles.

XVII. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

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

XVIII. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT

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

XIX. MISCELLANEOUS

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

MONROE COUNTY AIRPORT AUTHORITY

By: _____
David P. Damelio
Administrative Director

By: _____

Name: _____

Title: _____

Federal ID Number or
Social Security Number _____

STATE OF NEW YORK)
COUNTY OF MONROE) SS
CITY OF ROCHESTER)

On the ____ day of _____ in the year 200_, before me, the undersigned, a Notary Public in and for said State, personally appeared **David P. Damelio**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature of Notary and Stamp

COMMONWEALTH OF VIRGINIA)
COUNTY OF _____) SS
CITY OF _____)

On the ____ day of _____ in the year 200_ 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 signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

Signature of Notary and Stamp

EXHIBIT A

**SCOPE OF WORK
AT GREATER ROCHESTER INTERNATIONAL AIRPORT**

ATTACHMENT 1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RESPONSIBILITY

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

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

Date: _____, 200_

Contractor: _____

By _____
[Print Signature]

[Print Name]

[Print Title/Office]

ATTACHMENT 2

CERTIFICATE OF INSURANCE

[to be provided by Contractor]

MONROE COUNTY AIRPORT AUTHORITY

PROCUREMENT DISCLOSURE POLICY
(Adopted August 16, 2006)

MONROE COUNTY AIRPORT AUTHORITY

REQUIRED FORMS

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

MONROE COUNTY AIRPORT AUTHORITY

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

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

ADDRESS: _____

Street: _____

City: _____

State: _____

Zip: _____

NAME OF PERSON SUBMITTING THIS FORM: _____

TITLE OF PERSON SUBMITTING THIS FORM: _____

CONTRACT PROCUREMENT
NUMBER: _____

DATE: _____

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

NO

YES

If Yes, please answer the next questions:

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

NO

YES

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

NO

YES

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

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

NO

YES

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

6. If yes in 5. above, please provide details below.

Governmental Entity: _____

Date of Termination or _____

Withholding of Contract: _____

Basis of Termination or _____

Withholding: _____

(Add additional pages as necessary)

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

By: _____
(Signature)

Date: _____

Print Name: _____

Title: _____

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

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

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

Date: _____

_____ [Print Contractor Name]

[Signature of Authorized Individual]

[Print Name of Signer]

[Print Title/Office of Signer]

[Print Contractor Street Address]

[Print Contractor City, State, Zip]

THE AUTHORITY’S RIGHT TO TERMINATE

The Monroe County Airport Authority reserves the right to terminate a Contract in the event it is found that the certification filed by the Contractor/Consultant, as 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 and six (6) hard copies and one (1) electronic format of the proposal shall be submitted.

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

TO: Kim D. De Luca
Contract Management Coordinator
Department of Purchasing & Central Services
County of Monroe
39 West Main Street, Room 200
Rochester, NY 14614

RE: Proposal for Time & Attendance Collection System at Greater Rochester International Airport

Dear RFP Coordinator:

The undersigned, having examined the Request for Proposal including its instructions to proposers, the Sample Professional Services Agreement, and any and all related documents for the proposed non-exclusive Time & Attendance Collection System at the Greater Rochester International Airport, Rochester New York, and having become familiar with the facilities therefore and operations thereof, hereby proposes the following bid for the installation of the Collection System:

The undersigned agrees to execute a formal non-exclusive Professional Services 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 Concession Agreement 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 Concession Agreement at the Greater Rochester International Airport, and that the same have been reviewed prior to the execution of this proposal; that the Terminal locations 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 _____, 2009.

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. **Company Information.** Provide information related to your company and companies you are proposing to use as sub-contractors. Specifically address the following:

- Year the Company was organized
- Identification of Company ownership
- Financial History of the company 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 principals. Also include the following information: current balance sheet, statement of revenues and expenses, statement of cash flows, and appropriate notes to these documents. 501.3c organizations must submit their most recent Form 990.
- Functions and location of your nearest regional office to Monroe County.
- Anticipated growth of your organization including expansion of the client base and acquisitions.
- Any conflicts of interest that may affect the Monroe County Airport Authority's

potential of selection of, or entering into an agreement with, your organization,

Form of Proposal (continued)

ie. your organization currently holds an agreement with the County for other services, are relative of any employee if the Respondent is a member of the selection committee.

4. **Experience.** Provide information that clearly demonstrates your organization's prior experience and background (both business and technical) in engagements similar to this project. This section must include:
 - A list of public sector clients in the State of New York, the dates of engagement for each client. Include the following information for each public sector client:
 1. Name and address of client;
 2. Approximate annual budget;
 3. Name and telephone number of contact person;
 4. Summary of the savings and/or cost reductions obtained on behalf of client as a result of your services
 - Resumes for the key personnel to be involved in providing services to the Monroe County Airport Authority
5. **Proposal.** Proposer must submit a detailed Project Narrative and Work Plan that describes:
 - Its expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed;
 - How its proposed services and proposed work plan will meet the tasks and deliverables as described in the Request for Proposals;
 - Proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.
6. **Cost of Proposal.** Proposer must detail the proposed method of compensation for the services.
7. **Insurance Certificates.** Each Proposer must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described in this RFP.
8. ***Required Form: Offerer Disclosure of Prior Non-Responsibility Determinations***
9. ***Required Form: Affirmation of Understanding and Agreement of Permissible Contacts***
10. ***Required Form: Certification Regarding Debarment, Suspension and Responsibility***
11. ***Required Form: Non-Collusion Certificate***
12. ***Required Form: RFP Acknowledgment Form***

Form of Proposal (continued)

13. **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 (at the Federal, State or local level) terminated for cause or default.

Date: _____

[Print Name of Proposing Entity]

By: _____

[Signature]

[Print Name]

[Print Title/Office]

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.

Date: _____

Company: _____

By: _____

Print Name: _____

Title: _____

MONROE COUNTY AIRPORT AUTHORITY

Greater Rochester International Airport • Rochester • New York • 14624

RFP – Time & Attendance Collection System at the Greater Rochester International Airport

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 _____, 20____.

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, as amended, participate in at least 10% of the activity, service or facility offered by the Proposer during the term of its Concession 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 DBE participation along with a general description of the Proposer's intention in this regard as of this date, the ____ day of _____, 2009.

Company: _____

By: _____

Print Name: _____

Title: _____

(If the Proposing Entity is a certified MBE/WBE/DBE,
include a copy of the Certification in place of this form.)