

***MONROE COUNTY  
AIRPORT AUTHORITY***



greater rochester international airport

**REQUEST FOR QUALIFICATIONS  
AIRPORT PUBLIC RELATIONS SPECIALIST**

**December 6, 2013**

**1200 Brooks Avenue  
Rochester, New York 14624**



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## **SECTION 1 – INVITATION TO PARTICIPATE**

### **1.1 Purpose and Objective**

The Monroe County Airport Authority (“the Authority”) is currently soliciting the submission of Statements of Qualifications in order to select an Airport Public Relations Specialist at the Greater Rochester International Airport.

### **1.2 Restriction on Communication**

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

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

### **1.3 RFQ Coordinator; Issuing Office**

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

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

#### **1.4 Written Questions**

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

#### **1.5 Non Discrimination Policy**

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

#### **1.6 Incurring Costs**

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

#### **1.7 Authority’s Rights and Intentions**

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

#### **1.8 Timeline**

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

- This RFQ will be distributed on December 6, 2013.

- All requests for RFQ clarification must be submitted in writing to the RFQ Coordinator at the address provided in Section 1.3 and received no later than 3:00 PM EST on December 20, 2013.
- All questions will be answered and documented in writing as an Addendum to the RFQ. It is anticipated that the Addendum will be sent out to all Respondents who registered no later than December 23, 2013.
- **Final RFQ submissions must be received by 3:00 PM EST on Friday, January 3, 2014** 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.**
- A Monroe County Airport Authority Board Meeting will be conducted to approve the contract on a date to be determined.

### 1.9 Overview of the Organization

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.

In 2012 enplanements were 1,217,974 and deplanements were 1,200,910 serving a total of 2,418,884 passengers.

Approximately 65% of passengers are business travelers. Major businesses located in Rochester include University of Rochester/Strong Health, Eastman Kodak, Xerox Corp., Wegmans Food Markets, Inc. Bausch & Lomb, Via Health and Paychex, Inc. and Rochester is a nationally recognized center of higher education and research which includes the University of Rochester and Rochester Institute of Technology.

Five airlines currently lease ticket counters and gates in the Terminal under a residual Signatory Agreement: Southwest Airlines, JetBlue Airways Corporation, Delta Air Lines, Inc., United and US Airways. Other airlines serving Rochester (ROC) as affiliate carriers for the above tenants include Air Wisconsin, Air Georgian Limited, Chautauqua, CommutAir, Compass, Endeavor Air, Express Jet Airlines, GoJet, Mesa Airlines, Piedmont Airlines, Inc., PSA Airlines, Republic Airlines, Inc., Shuttle America, Skywest, Trans States Airlines, LLC.

Six car rental companies have counters in the Terminal: Avis, Budget, Enterprise, Hertz, National, and Thrifty. Other concessions with long-term agreements include McDonalds, Creative Host Services/SSP America, Dunkin Donuts, Subway, Hudson News Corporation, Red Osier and Gusto.

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

handle all types of aircraft including DC-10's and Airbus 300's.

## **SECTION 2 - BACKGROUND/SCOPE OF SERVICES**

### **2.1 Background**

The Authority is seeking proposals for an Airport Public Relations Specialist for an initial term of one (1) year, with options exercisable by the Authority to renew for up to two (2) consecutive one (1) year terms.

### **2.2 Scope of Services**

The Airport Public Relations Specialist will work under the supervision of the Director of Aviation and the Deputy Director of Aviation by providing specialized public relations related services to users and visitors of the Airport. The services will not exceed twenty-five (25) hours per week. The Airport Public Relations Specialist will perform services including, but not limited to:

1. Conducting tours of the airport on Tuesdays, Wednesdays and Thursdays, scheduled via the tour reservation system and/or by airport administration staff.
2. Overnight Boy and Girl Scout Lock-ins (up to two monthly).
3. Monitoring the usage of the airport chapel.
4. Acting as liaison between the airport administration, the chaplain, and the chapel committee.
5. At times, provide assistance and counseling to individuals who have a fear of flying. The Public Relations Specialist may work with other outside contractors in conducting "Fear of Flying" seminars at the airport.

## **SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS**

### **3.1 Submission of Respondent's Proposal**

- A. Acceptance Period and Location.** To be considered, Respondents must submit a complete response to this RFQ. Please refer to Section 3.5 for detailed submission requirements. Respondents not responding to all information requested in this RFQ or indicating exceptions to those items not responded to may have their proposals rejected as being non-responsive.

One (1) original, four (4) copies and one (1) electronic portable media copy of the original (compact disc or flash drive) of the Statement of Qualifications must be received in the Department of Aviation on the second floor of the Airport Terminal no later than 3:00 p.m. Eastern Standard Time, on Friday, January 3, 2014 addressed to:

Stephanie Lucania, RFQ Coordinator  
Department of Aviation

Greater Rochester International Airport  
1200 Brooks Avenue  
Rochester, NY 14624

Faxes and emails of any material will not be accepted. The applicants will make no other distributions of their package. An official authorized to bind the submitting entity must sign the required forms. Packages should be sealed and must be identified on the outside of the package by the words “**Statement of Qualification for Airport Public Relations Specialist**”. Any Statement of Qualifications received after the deadline date and time shall be eliminated from consideration, marked “too late” and returned to sender unopened. Applicants are advised to use express delivery services to ensure receipt of their package by the submission deadline. Any changes to and the right to withdraw a Statement of Qualification will also expire at this date and time. There will be no public opening of the Statements of Qualifications.

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

### **3.2 Response Date**

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

### **3.3 Clarification of RFQ and Questions**

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

### 3.4 Addendum to the RFQ

In the event it becomes necessary to revise any part of this RFQ, Addenda will be provided to all that received the original RFQ. An acknowledgment of such Addenda, if any, must be submitted with the RFQ response.

### 3.5 Submission Requirements – List of Required Attachments and Forms

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

- A. Cover Letter. Executed as instructed in the *Form of Statement of Qualifications*.
- B. Table of Contents. Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.
- C. Qualifications. Provide general information related to qualifications previously listed as appropriate in the Scope of Services described herein. Also include any credentials, experience or skills beyond the minimum required. Provide a narrative description of the services to be rendered.
- D. Resume outlining experience in airport operations and aviation related programs.
- E. References. A list of at least three (3) references (name, title, business, address, telephone number, e-mail address) each of whom can confirm the applicant’s ability to provide the Scope of Services listed in this RFQ.
- F. Fee Proposal. A detailed description of monthly, daily or hourly Rate to be charged for services required to meet this RFQ’s Scope of Services described herein for all three (3) years of the contract. Include additional fees to be charged, if any, for additional services to be provided.
- G. An executed **Offerer Disclosure of Prior Non-Responsibility Determinations** in the form attached hereto.
- H. An executed **Affirmation of Understanding and Agreement of Permissible Contracts** in the form attached hereto.
- I. An executed **Certification Regarding Debarment, Suspension and Responsibility** in the form attached hereto.

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

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

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

- Comprehensive Form
- Premises-Operations
- Products/Completed Operations
- Contractual Insurance covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Consultants
- Personal Injury

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

**M. Exceptions to the Standard Professional Services Contract.** For all exceptions to the Standard Professional Services Contract, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the Professional Services Contract," the section number of any requirement to which an exception is being taken and an explanation of their position. It is not intended that new contract wording be proposed by the Respondent, but rather that the Respondent explain their position so that the conflict can be evaluated. If no exceptions are noted, the Respondent is presumed to have agreed with all sections of the standard contract.

### **3.6 Method of Evaluation**

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

As a result of this RFQ, the Authority intends to select one applicant as the most qualified to perform the Scope of Work described herein. However, the Authority shall have the right to select more than one applicant and enter into negotiations for all or portions of the Scope of Work with several selected applicants and to execute more than one contract.

**Please Note:** An Applicant must be in good financial standing with both Monroe County and the Monroe County Airport Authority in order to be eligible for selection.

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

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

**B. Evaluation and Selection Criteria:** All properly prepared and submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Respondent with whom a contract may be signed. Responses to this RFQ will be evaluated according to criteria that the Evaluation Committee deems pertinent to these services, which may include, but may not be limited to, the following (refer to section 3.5 for the complete submission requirements):

- Qualifications
- Aviation Experience
- References
- Fee Proposal
- Other pertinent criteria

### **3.7 Oral Presentation**

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

### **3.8 Investigations**

The Authority reserves the right to conduct any investigations necessary to verify information submitted by the Respondent and/or to determine the Respondent's capability to fulfill the terms and conditions of the RFQ documents and the anticipated contract document. The Authority reserves the right to visit a prospective Respondent's place of business to verify the existence of the company and the management capabilities required to administer this agreement. The Authority will not consider Respondents that are in bankruptcy or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract.

## **SECTION 4 - GENERAL INFORMATION FOR THE RESPONDENT**

### **4.1 Contract Negotiation**

Negotiations may be undertaken with those Respondents whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFP. The contract that may be entered into will be the most advantageous to the Authority, price and other factors considered. The Authority reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the Authority. Attached as RFQ Appendix A is a copy of the Standard Monroe Authority Contract which contains mandatory provisions.

## **4.2 Acceptance of Proposal Content**

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

## **4.3 Prime Responsibilities**

**The selected Respondent will be required to assume responsibility for all services offered in its proposal whether or not provided by them.** The selected Respondent will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors. Further, the Authority shall approve all subcontractors and will consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

## **4.4 Contract Payment**

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

## **4.5 News Release**

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

## **4.6 Independent Price Determination**

- A. By submission of a proposal, the Respondent certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:
- (1) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, with any other Respondent or competitor for the purpose of restricting competition; and
  - (2) No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- B. Each person signing the proposal certifies that:
- (1) They are the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal and they have not participated and will not participate in any action contrary to A (1) and (2) above; or

(2) They are not the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to A (1) and (2) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to A (1) and (2) above.

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

#### **4.7 Material Submitted**

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

#### **4.8 Proposal Certification**

The Respondent must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the Authority must be borne by the Respondent. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Respondent.

**APPENDIX A:**

**PROFESSIONAL SERVICES CONTRACT**

*The Authority contemplates that, in addition to all terms and conditions described in this RFQ, final agreement between the Authority and the selected Respondent will include, without limitation, the terms contained in this Appendix A, Standard Professional Services Contract.*

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

THIS AGREEMENT which shall be deemed to be dated as of the date the last party executed this Agreement, by and between MONROE COUNTY AIRPORT AUTHORITY, a New York public benefit corporation, with offices at 1200 Brooks Avenue, Rochester, New York 14624, hereinafter referred to as "the Authority", and \_\_\_\_\_, with offices at \_\_\_\_\_, hereinafter referred to as the "Contractor".

**WITNESSETH:**

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

**WHEREAS**, the Authority issued a Request for Qualifications ("RFQ"); and

**WHEREAS**, the Contractor has submitted a proposal dated, \_\_\_\_\_ to perform the requested services, and

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

**WHEREAS**, the Administrative Director of the Monroe County Airport Authority is authorized to execute this Contract pursuant to Resolution No. \_\_\_\_\_ of 2014, adopted by the Authority on \_\_\_\_\_, 2014; and

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

**I. SCOPE OF SERVICES**

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

## **II. TERM OF CONTRACT**

The initial term of this Agreement shall be for a One (1) year period from January \_\_, 2014 to January \_\_, 2015 with options to renew for up to two (2) consecutive one year terms at the sole discretion of the Authority.

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

## **III. PAYMENT FOR SERVICES**

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

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

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

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

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

## **IV. AMENDMENTS**

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

## **V. INSURANCE**

The Contractor will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Workers' Compensation and Disability Insurance, if required by law; professional liability and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$3,000,000 aggregate coverage; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. Original certificates evidencing such coverage and indicating that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the Authority, shall be delivered to the Authority before final execution of this Agreement and original renewal certificates conforming to the requirements of this section shall be delivered to the Authority at least sixty (60) days prior to the expiration of such policy or policies of insurance. The Contractor's general liability insurance shall provide for and name the Monroe County Airport Authority and Monroe County as an additional insured. The policy must be endorsed by the insurance carrier to authorize the additional insured designation. All policies shall insure the Authority and the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the Authority.

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

## **VI. INDEMNIFICATION**

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

## **VII. INDEPENDENT CONTRACTOR**

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers,

employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of Authority nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The Contractor shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the Contractor's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Worker's Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The Authority shall have no responsibility for any of the incidences of employment.

#### **VIII. TITLE TO WORK**

- A. The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the Authority in order to accomplish the work hereunder shall become legally vested to the Authority upon the completion of the work required under this Agreement. The Contractor shall obtain from any subcontractors and shall transfer, assign, and/or convey to the Authority all exclusive, irrevocable, or other rights to all work performed under this Agreement, including, but not limited to trademark and/or service mark rights, copyrights, publication rights, distribution rights, rights of reproduction, and royalties.
- B. No information relative to this Agreement shall be released by the Contractor or its employees for publication, advertising or for any other purpose without the prior written approval of the Authority. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the Authority and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

#### **IX. EXECUTORY NATURE OF CONTRACT**

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

#### **X. NO ASSIGNMENT WITHOUT CONSENT**

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

**XI. FEDERAL SINGLE AUDIT ACT**

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

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

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

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

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

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

Monroe County Internal Audit Unit 402 County Office Building 39 West Main Street Rochester, New York 14614	and	Monroe County Airport Authority 1200 Brooks Avenue Rochester, New York 14624
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The Contractor shall, upon request of the Authority, provide the Authority such documentation, records, information and data and response to such inquiries as the Authority may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to,

examine and copy all records, documents, reports and financial statements as the Authority deems necessary to assure or monitor payments to the Contractor under this Agreement.

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

## **XII. RIGHT TO INSPECT**

Designated representatives of the Authority shall have the right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to the Contractor's employees, reports, books, records, audits and any other material relating to the delivery of such services. The Contractor agrees to maintain and retain all pertinent records related to this Agreement for a period of six (6) years after final payment.

## **XIII. JOB OPENINGS**

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

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

Notice shall be given in writing to:

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

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

#### **XIV. NON-DISCRIMINATION**

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

#### **XV. CONTRACTOR QUALIFIED, LICENSED, ETC.**

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

#### **XVI. CONFIDENTIAL INFORMATION**

- A. For the purpose of this Agreement, "Confidential Information" shall mean information or material proprietary to the Authority or designated as "Confidential Information" by the Authority, and not generally known by non-Authority/County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the Authority. The Confidential Information includes, but is not limited to, the following types of information or other information of a similar nature (whether or not reduced to writing): methods of doing business, computer programs, computer network operations and security, finances and other confidential and proprietary information belonging to the Authority. Confidential Information also includes any information described above which the Authority obtained from another party which the Authority treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Authority. Information publicly known and that is generally employed by the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of the Confidential Information.

##### **1. Scope of Use**

- a. Contractor shall not, without prior authorization from the Authority, acquire, use or copy, in whole or in part, any Confidential Information.
- b. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who have executed a confidentiality agreement with the Authority, have a need to know such Confidential Information,

and who have been authorized by the Authority to receive such Confidential Information.

- c. Contractor shall not remove or cause to be removed, in whole or in part, from Authority/County facilities, any Confidential Information, without the prior written permission of the Authority.
- d. Contractor shall take all appropriate action, whether by instruction, agreement or otherwise, to insure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under this Confidentiality Agreement.

## **2. Nature of Obligation**

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

## **XVII. GENERAL PROVISIONS**

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

## **XVIII. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**

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

## **XIX. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT**

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

**XX. MISCELLANEOUS**

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

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

**MONROE COUNTY AIRPORT AUTHORITY**

By \_\_\_\_\_  
Michael A. Giardino  
Administrative Director

**CONTRACTOR**

By \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
Contractor's Federal ID Number or  
Social Security Number

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2014, 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 she executed the same in her capacity, and that by her signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Signature of Notary Public  
And Stamp

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:  
City of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Signature of Notary Public  
And Stamp

# **Professional Services Contract**

## **EXHIBIT A**

### **SCOPE OF WORK**

[To be finalized between a selected Respondent and the Authority]

# Professional Services Contract

## ATTACHMENT 1

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RESPONSIBILITY

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

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

Date: \_\_\_\_\_, 2014

Contractor: \_\_\_\_\_

By; \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Print Title/Office]

**Professional Services Contract**

**ATTACHMENT 2**

**CERTIFICATE(S) OF INSURANCE**

[To be provided by Contractor]

## **APPENDIX B**

# **MONROE COUNTY AIRPORT AUTHORITY PROCUREMENT DISCLOSURE POLICY**

**(Adopted August 16, 2006)**

### **Purpose**

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

### **Article 1**

#### **Definitions**

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

#### ***Article of Procurement***

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

#### ***Contacts***

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

#### ***Governmental Entity***

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

#### ***Governmental Procurement***

(a) The preparation or terms of the specifications, bid documents, request for proposals, or evaluation criteria for a Procurement Contract, (b) solicitation for a Procurement Contract, (c) evaluation of a Procurement Contract, (d) award,

approval, denial or disapproval of a Procurement Contract, or (e) approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the Procurement Contract as it was finally awarded or approved by the comptroller, as applicable), renewal or extension of a Procurement Contract, or any other material change in the Procurement Contract resulting in a financial benefit to the Offerer.

### ***Impermissible Contacts***

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

### ***Offerer***

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

### ***Permissible Contacts***

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

### ***Procurement Contract***

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

### ***Procurement Officer***

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

### ***Procurement Record***

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

### ***Proposal***

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

### ***Restricted Period***

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

### ***Solicitation Materials***

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

### ***Article 2 Investigating Officer***

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

### ***Article 3 Procurement Officers***

#### **(Authorized Authority Contact Persons)**

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

### ***Article 4 Contacts by Offerers***

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

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

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

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

(d) Complaints made in writing to the Administrative Director by an Offerer regarding the failure of the applicable Procurement Officer to respond in a timely

manner to authorized Offerer Contacts, provided that such written complaints become part of the Procurement Record;

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

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

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

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

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

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

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

## **Article 5**

### **Other Prohibited Offerer Activities**

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

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

(b) Offerers are prohibited from contacting any member, officer or employee of a governmental entity other than the Authority<sup>1</sup>, during the Restricted Period of a Governmental Procurement, regarding the Authority's pending procurement.

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<sup>1</sup> This prohibition is not applicable to Contacts between an Offerer and a member of the state legislature or legislative staff about a governmental entity other than the State Legislature, or a member of the state legislature or legislative staff contacting a governmental entity about a Governmental Procurement being conducted by a governmental entity other than the state legislature, provided that the member of the state legislature or legislative staff is acting in their official capacity.

**Article 6**  
**Procurement Record**

For each Governmental Procurement of the Authority, the applicable Procurement Officer shall maintain a procurement record (the "Procurement Record"), including all written materials pertaining to the specific Governmental Procurement. Upon any Contact in the Restricted Period, the Procurement Officer shall obtain the name, address, telephone number, place of principal employment and occupation of the person or organization making the Contact and inquire and record whether the person or organization making such contact was the Offerer or was retained, employed or designated by or on behalf of the Offerer to appear before or contact the Authority about the Governmental Procurement. The Procurement Record shall include all recorded Contacts described in the prior sentence, whether such Contacts are Permissible Contacts or Impermissible Contacts. The Procurement Record shall not include Contacts with certain public officials as described in the footnote to item (b) of Article 5 hereof. In addition, the Procurement Record shall not include communications that a reasonable person would infer are not intended to influence a Governmental Procurement. The Authority shall keep a written or electronic copy of the Procurement Record for a period of six years from the end of the Restricted Period for each Governmental Procurement.

**Article 7**  
**Required Disclosure**

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

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

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

*Offerer/bidder is debarred from obtaining government Procurement Contracts. Further information about these requirements may be obtained from the Procurement Officer.*

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

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

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

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

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

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

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

## **Article 8**

### **Requirements of the authority prior to Awarding Procurement Contracts**

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

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

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

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

**Article 9**  
**Alleged Violation; Procedure**

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

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

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

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

2. The County Attorney shall report to the Investigating Officer of another Governmental Entity any violation of the statutes by an Offerer or by such other Governmental Entity's employees. The County Attorney shall be the person designated to receive similar communications coming from another Governmental Entity.

**Article 10**  
**Sanctions**

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

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

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

(b) In addition, the County Attorney shall notify the State Office of General Services of the finding of non-responsibility<sup>2</sup>.

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<sup>2</sup> 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.

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.

**APPENDIX C**

**MONROE COUNTY AIRPORT AUTHORITY**

**REQUIRED FORMS**

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

# MONROE COUNTY AIRPORT AUTHORITY

Greater Rochester International Airport • Rochester • New York • 14624

## Form of Statement of Qualifications

**Instructions:** One (1) original, four (4) copies and one (1) electronic portable media copy (compact disc or flash drive) of the Statement of Qualifications.

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

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

RE: Statement of Qualifications for Public Relations Specialist to the Monroe County Airport Authority

Dear RFQ Coordinator:

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

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

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

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2014.

# Form of Statement of Qualifications (continued)

## SIGNATURE OF AUTHORIZED REPRESENTATIVE OF APPLICANT:

If an Individual: \_\_\_\_\_  
Doing Business As: \_\_\_\_\_

If a Partnership: \_\_\_\_\_  
Doing Business As: \_\_\_\_\_  
BY: \_\_\_\_\_, General Partner

If a Corporation: \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

If a Limited Liability Company: \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

ADDRESS OF APPLICANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_

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

2. Table of Contents. Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.
3. Qualifications. Provide general information related to qualifications previously listed as appropriate in the Scope of Services described herein. Also include any credentials, experience or skills beyond the minimum required. Provide a narrative description of the services to be rendered.
4. Resume' outlining experience in airport operations and aviation related programs.
5. References. A list of at least three (3) references (name, title, business, address, telephone number, e-mail address) each of whom can confirm the applicant's ability to provide the Scope of Services listed in this RFQ.
6. Fee Proposal. A detailed description of monthly, daily or hourly Rate to be charged for services required to meet this RFQ's Scope of Services described herein for all three (3) years of the contract. Include additional fees to be charged, if any, for additional services to be provided.

## **Form of Statement of Qualifications (continued)**

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

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

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

**MONROE COUNTY AIRPORT AUTHORITY**

*Greater Rochester International Airport • Rochester • New York • 14624*

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

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

ADDRESS: \_\_\_\_\_  
STREET: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

NAME OF PERSON SUBMITTING THIS FORM: \_\_\_\_\_

TITLE OF PERSON SUBMITTING THIS FORM: \_\_\_\_\_

CONTRACT PROCUREMENT NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

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

NO  YES

If Yes, please answer the next questions:

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

NO  YES

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

NO  YES

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

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***(Add additional pages as necessary)***

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

NO  YES

# MONROE COUNTY AIRPORT AUTHORITY

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

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

Governmental Entity: \_\_\_\_\_  
Date of Termination or \_\_\_\_\_  
Withholding of Contract: \_\_\_\_\_  
Basis of Termination or \_\_\_\_\_  
Withholding: \_\_\_\_\_


***(Add additional pages as necessary)***

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# 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 Qualifications.

# MONROE COUNTY AIRPORT AUTHORITY

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## Certification Regarding Debarment, Suspension and Responsibility

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
[Print Name of Proposing Entity]

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Print Title/Office]

# MONROE COUNTY AIRPORT AUTHORITY

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## Non-Collusion Certificate

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

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

Date: \_\_\_\_\_

Company: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# **MONROE COUNTY AIRPORT AUTHORITY**

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## **RFQ – Public Relations Specialist to the Monroe County Airport Authority**

### **Statement of Qualifications Acknowledgment of Authorized Officer**

The submittal of this Statement of Qualifications is the duly authorized official act of the Applicant and the undersigned officer of the Applicant is duly authorized by resolution of Applicant to execute this Acknowledgment on the behalf of and as the official act of the Applicant, this \_\_\_ day of \_\_\_\_\_, 2014.

Company: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_