

***MAPCO AUTO PARKS
AS AGENT FOR
MONROE COUNTY
AIRPORT AUTHORITY***



REQUEST FOR PROPOSAL

MEDIA BUYING SERVICES

**Release Date: March 10, 2017
Response Deadline: April 7, 2017**

**MAPCO Auto Parks- Agent
Monroe County Airport Authority
488 White Spruce Blvd.
Rochester, New York 14623**

MONROE COUNTY AIRPORT AUTHORITY

Greater Rochester International Airport • Rochester • New York • 14624

Registration Form to Receive Addenda

Regarding: Request for Proposal for Media Buying Services.

During the Request for Proposal ("RFP") offering period any additional/revised substantive information concerning the above RFP will be provided to registered prospective respondents. To insure receipt of all Addenda regarding the RFP entitled "Media Buying Services," dated March 10, 2017 please complete the information requested below and return it via mail, fax or e-mail immediately to:

Shannon Brean
Purchasing Coordinator
488 White Spruce Boulevard
Rochester, NY 14623-1680
585-292-4899 Fax
sbrean@mapcoparking.com

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

Name of Designated Contact Person: _____

Name of Prospective Proposing Entity: _____

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

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Request by: _____

Print Name: _____

NO RESPONSE FORM

If you choose not to respond to this Request for Proposal, please fax this form back to the MAPCO Auto Parks-Agent at your earliest convenience, to the attention of:

Shannon Brean
Purchasing Coordinator
488 White Spruce Boulevard
Rochester, NY 14623-1680
Fax: (585) 292-4899
sbrean@mapcoparking.com

Name of RFP: Media Buying Services

Company: _____

Address: _____

Contact: _____

Contact Phone: _____

Email: _____

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

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

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

TABLE OF CONTENTS

Section 1 – Invitation to Participate		
1.1	Purpose and Objective	5
1.2	RFP Coordinator; Issuing Office.....	5
1.3	MAPCO’s Rights and Intentions.....	5
1.4	Time Line	6
1.5	Background	6
Section 2 – Request/Scope of Services		
2.1	Request.....	8
2.2	Scope of Services.....	8
Section 3 – Specific Proposal Requirements		
3.1	Submission of Respondent’s Proposal.....	9
3.2	Response Date.....	10
3.3	Clarification of RFP and Questions.....	10
3.4	Addenda to RFP.....	10
3.5	Organization of Proposal.....	11
3.6	Method of Evaluation.....	13
3.7	Oral Presentation.....	13
3.8	Investigations.....	14
Section 4 – General Information for the Vendor		
4.1	Reservation of Rights.....	14
4.2	Contract Negotiation.....	14
4.3	Acceptance of Proposal Content.....	15
4.4	Prime Responsibilities.....	15
4.5	Property Rights.....	15
4.6	Contract Payment.....	16
4.7	News Release.....	16
4.8	Notification of Respondent Selection.....	16
4.9	Independent Price Determination.....	16
4.10	Incurring Costs.....	17
4.11	Material Submitted.....	17
4.12	Indemnification.....	17
4.13	Insurance Requirements.....	17
4.14	Proposal Certification.....	19
Appendices		
Appendix A	Sample MAPCO Auto Parks, Ltd. Contract.....	20
Appendix B	Standard Clauses for County Contracts	24
Appendix C	Monroe County Airport Authority Procurement Disclosure Policy.....	32
Appendix D	Required Forms	40

SECTION 1 – INVITATION TO PARTICIPATE

Purpose and Objective

MAPCO Auto Parks LTD (“MAPCO”), acting as Agent for the Monroe County Airport Authority (“Authority”) is seeking proposals from qualified individuals/entities to provide media buying services. Prospective Respondents must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in this Request for Proposal (“RFP”).

In responding to this RFP, Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing MAPCO with data comparable to that which was submitted by other Respondents and, thus, be assured of fair and objective treatment in the review and evaluation process. Pending final approval from the Authority, it is our objective to enter into a one-year agreement with the option to renew for two (2) additional one-year terms.

RFP Coordinator; Issuing Office

This RFP is issued by MAPCO. 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 Respondent.

Shannon Brean
Purchasing Coordinator
MAPCO Auto Parks, Ltd.
488 White Spruce Blvd
Rochester, NY 14623
Fax: (585) 292-4899
Telephone: (585) 292-4900 X7021
Email: sbrean@mapcoparking.com

MAPCO’s Rights and Intentions

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

maintains the option to expand these types of services to other MAPCO projects, departments, and divisions as needed.

Timeline

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

- This RFP will be distributed on March 10, 2017.
- All requests for RFP clarification must be submitted in writing to the RFP Coordinator at the email address provided in Section 1.3 and received no later than 3:00 PM EDT on March 19, 2017.
- All questions will be answered and documented in writing as an Addendum to the RFP. It is anticipated that the Addendum will be sent out to all Respondents who registered no later than March 24, 2017.
- **Final RFP submissions must be received by 10:00 AM EST on Friday April 7, 2017** 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.**

Background

The Monroe County Airport Authority

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

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

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

- (i) to stimulate and promote economic development, trade and tourism;
- (ii) to acquire, construct, reconstruct, continue, develop, equip, expand, improve, maintain, finance and operate aviation and other related facilities and services within Monroe County;
- (iii) to promote safe, secure, efficient and economical air transportation by preserving and enhancing airport capacity;

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

The Greater Rochester International Airport (ROC)

In 2016 enplanements were 1,197,742 and deplanements were 1,194,396 serving a total of 2,392,138 passengers.

The majority 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. Rochester is a nationally recognized center of higher education and research which includes the University of Rochester and Rochester Institute of Technology.

Six 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, American and Air Canada. Other airlines serving ROC as affiliate carriers for the above tenants include Allegiant, Air Wisconsin, Air Georgian Limited, CommutAir, Compass, Envoy Air, Endeavor Air, Express Jet Airlines, Kalitta Air, 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 Alamo. Other concessions with long-term agreements include SSP America, Dunkin Donuts, Subway, Hudson News Corporation, Red Osier and Gusto Italian Restaurant. 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. ROC functions primarily as an Origination and Destination (O&D) Airport with major activities (except Sunday) in the early morning departure period when 17 or more flights may leave between 5:00 am and 8:00 am. In the evening hours past 10:00 pm there are typically 14 arrivals but delays are possible pushing arrivals to the early morning hours of 2:00 am or 3:00 am. The Airport's infrastructure has the capability to handle all types of aircraft including Boeing 757 and 767s, MD-10's and Airbus 300's.

MAPCO Auto Parks

Since 1936, MAPCO Auto Parks has been operating as a private family business. We are one of Update New York's leading full-service parking organizations, and are proud to be among the nation's oldest in the industry. MAPCO has been the parking management company at the Greater Rochester International (ROC) since 1982.

SECTION 2 - REQUEST/SCOPE OF SERVICES

Request

MAPCO is seeking proposals for media buying services for an initial term of one (1) year, with options exercisable by MAPCO to renew for up to two (2) consecutive one (1) year terms. The selected Respondent will be responsible for a variety of media buying services, including but not limited to: TV, radio, billboards, and will be expected to make cost effective, strategically placed media buys.

Scope of Services

The media buying services are necessary to implement the Airport's planned marketing initiatives which are focused on passenger/revenue development, with goals of increasing air service, increasing passenger retention, improving the airport's image, and improving the customer experience. The following services, to be performed under the direction of the Director of Aviation and/or his designee, will be required but not limited to:

1. Responsible for media planning and buying, including demographic research, targeting media to reach specified audiences so that the most effective means of communication are utilized.
2. Must be able to present proposed schedules for media buys based on current ratings or circulation information, within required time requested to do so. These schedules should include an analysis showing why the specified media was chosen, the projected reach, frequency and estimated cost.
3. Negotiate added value when possible. This may take the form of bonus air time, program or event sponsorships and other appropriate opportunities.
4. Electronic distribution of ads to the designated stations and/or publications.
5. Keep track of accounts and keep buys within budget limitations.
6. Responsible for responding to all vendor/advertiser calls, evaluating advertising opportunities and presenting them to the Airport.
7. Research and evaluate a variety of advertising opportunities (sponsorships, trade shows, etc.)
8. Submit invoices in a timely manner.
9. Ensure that media buys are placed as scheduled and in the form submitted.
10. Provide periodic reports that evaluate the progress and effectiveness of the projects under your responsibility.
11. Meet with the Airport's marketing team as required and able to respond on short notice if necessary. Must be available by phone, depending on what the situation warrants.

12. Must be impartial and objective in relationships with all media outlets. Personal relationships or business affiliations shall not take precedence over the Airport's interests in any media-buying decisions undertaken on the Airport's behalf.
13. All planned media buys are to be kept confidential until the actual roll-out. The Contractor must not release any information about any promotion at any time without prior approval by the Airport.

SECTION 3 – SPECIFIC PROPOSAL REQUIREMENTS

Submission of Respondent's Proposal

- A. **Acceptance Period and Location.** To be considered, Respondents must submit a complete response to this RFP. Respondents not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposal rejected as being non-responsive.

Sealed proposals must be received at the address below on or before 10:00 a.m. EDT, on April 7, 2017.

Shannon Brean, Purchasing Coordinator
MAPCO Auto Parks, Ltd
488 White Spruce Blvd
Rochester, NY 14623

Refer to Section 3 for further detail regarding response formats and requirements. There will be no public opening of the proposals.

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 **“Request for Proposal for Media Buying Services”**. Any Statement of Proposal received after the deadline date and time shall be eliminated from consideration, marked “too late” and returned to sender unopened. Applicants are advised to use express delivery services to ensure receipt of their package by the submission deadline. Any changes to and the right to withdraw a Statement of Proposal will also expire at this date and time. There will be no public opening of the Request for Proposals.

- B. **Withdrawal Notification.** Vendors receiving this RFP who do not wish to submit a proposal should reply with the “No Response Form” (page 3 of this RFP) to be received by the indicated contact on the form no later than the proposal submission date. This RFP is the property of MAPCO and may not be

reproduced or distributed for purposes other than proposal submission without the written consent of MAPCO.

- C. **Required copies.** Respondents must submit one (1) signed original Proposal and four (4) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as “Proposal for Media Buying Services.”** The Respondent should respond electronically in addition to submitting hardcopies of its proposal as provided above. The electronic version requirement may be satisfied via CD, flash drive or email. The Respondent will make no other distribution of proposals. An official authorized to bind the Respondent to its provisions must sign the proposal.
- D. **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 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 "Respondent complies" or "Respondent understands" should be avoided.

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.

Clarification of RFP and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing or via email** pursuant to instructions in Section 1 of this Request for Proposal. Questions and answers will be provided to all Respondents who have received RFPs and must be acknowledged in the RFP response. No contact will be allowed between the Respondent and any other member of MAPCO with regard to this RFP during the RFP process unless specifically authorized in writing by the RFP Coordinator. Prohibited contact may be grounds for Respondent disqualification.

Addenda to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all that received the basic RFP. It is the responsibility of each applicant to be properly registered with MAPCO Auto Parks by immediately returning the enclosed (see page 2) **Registration Form to Receive Addenda.** An acknowledgment of such addenda, if any, must be submitted with the RFP response.

Organization of Proposal

This section outlines the information that must be included in your response. Please respond with your information in the same order as the items in the section. *Information considered “confidential” or “proprietary” must be stamped so on each page.*

- A. **Transmittal Letter.** Each response to the RFP should be accompanied by a letter of transmittal not exceeding two (2) pages that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Respondent to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the 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 yourself or your company and any company 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 Information:
 - a. Publicly Owned or Not for Profit Organizations:

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

Total gross revenues of the company covering the last three (3) years.
 4. Functions and location of your nearest regional office to the County. Identify the location of your company’s headquarters.
 5. Anticipated growth of your organization including expansion of the client base and acquisitions
 6. Any conflicts of interest that may affect MAPCO’s of the Authority’s potential selection of, or entering into an agreement with, your organization, i.e. your organization currently holds an agreement with

the Authority for other services, a relative of any employee if the Respondent is a member of the selection committee, etc.

- D. **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 all public sector clients in the State of New York over the last three (3) years, along with 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 services provided to each client.

- E. **Qualifications.** Provide information that clearly demonstrates your organization is qualified and competent to provide the requested services:

1. Résumés for the key personnel to be involved in providing services to the County.
2. List any licenses, certifications, or education required to perform these services.

- F. **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 RFP.

- G. **Cost Proposal.** A detailed description of monthly, daily or hourly Rate to be charged for services required to meet this RFP'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.

- H. **Insurance Certificates.** Each Respondent 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.

- I. **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.

- J. An executed **Offerer Disclosure of Prior Non-Responsibility Determinations** in the form attached hereto.
- K. An executed **Affirmation of Understanding and Agreement of Permissible Contracts** in the form attached hereto.
- L. An executed **Certification Regarding Debarment, Suspension and Responsibility** in the form attached hereto.
- M. An executed **Non-Collusion Certificate** in the form attached hereto.
- N. An executed **Request for Proposal Acknowledgement** in the form attached hereto

Method of Evaluation

Selected personnel from MAPCO, the Authority and Monroe 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 selection of the individual/entity best able to provide these requested services.

Responses to this RFP 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:

- Understanding of the Project
- Capacity/Availability to Perform Services
- Qualifications/Experience on Similar Projects
- Cost
- Local Office/Support
- Other Pertinent Criteria

The awarded respondent will be required to provide MAPCO with a *Word* version of its final Proposal.

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.

Oral Presentation

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

Investigations

MAPCO reserves the right to conduct any investigations necessary to verify information submitted by the Respondent and/or to determine the Respondent's capability to fulfill the terms and conditions of the RFP documents and the anticipated contract document. MAPCO 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. MAPCO 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

Reservation of Rights

MAPCO reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Respondent proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of MAPCO. MAPCO is not committed, by virtue of this RFP, to award a contract, or to procure or contract for services. The proposals submitted in response to this request become the property of MAPCO. If it is in its best interest to do so, MAPCO reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Respondents. The Respondent selected will be chosen on the basis of greatest benefit to the Authority as determined by an evaluation committee.
- B. Negotiate contracts with the selected Respondents.
- C. Award a contract to more than one Respondent.

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 MAPCO, price and other factors considered. MAPCO 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 MAPCO. Attached as RFP Appendix A is a copy of the Authority contract which contains mandatory provisions.

Negotiations do not include revisions to the mandatory provisions depicted in Appendix A. Respondents must take exception as instructed in Section 3.5.I. if necessary. Any exceptions will be evaluated by the County Law Department prior to proposal rating.

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. The awarded respondent will be required to provide MAPCO with a *Word* version of its final proposal.

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.

Property Rights

For purposes of this RFP and for the contract, the term “Work” is defined as all data, records, files, information, work products, discs or tapes developed, produced or generated in connection with the services to be provided by the Respondent. The Authority and the Respondent intend the contract to be a contract for services and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Respondent to be a work made for hire. In submitting a proposal in response to this RFP, the Respondent acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the Authority.

The Respondent and the Respondent’s employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of the Authority. Any property or Work not specifically included in the Contract as property of the Respondent shall constitute property of the Authority.

In addition to compliance with the right to audit provisions of the contract, the Respondent must deliver to the Authority, no later than the twenty-four (24) hours after receipt of the Authority’s written request for same; all completed, or partially completed, Work and any and all documentation or other products and results of the services under such contract. The Respondent’s failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of the Authority, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, work or other such information, if such extension is in the best interests of the Authority.

The Respondent will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of the Authority.

Contract Payment

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

News Release

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

Notification of Respondent Selection

All Respondents who submit proposals in response to this RFP will be notified by the RFP Coordinator of acceptance or rejection of their proposal.

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.

Incurring Costs

MAPCO is not liable for any costs incurred by Respondent prior to the effective date of the contract.

Material Submitted

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

MAPCO reserves the right to ownership, without limitation, of all proposals submitted. However, because MAPCO could be required to disclose proposals under the New York Freedom of Information Law (Public Officers Law §§ 84 – 90), MAPCO will, to the extent permitted by law, seek to protect the Respondent's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law § 87, MAPCO will deny public access to Respondent's proposal to the extent the information constitutes a trade secret, which if disclosed would cause substantial harm to the Respondent's competitive position, provided the Respondent identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Respondent's competitive position.

Indemnification

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

Insurance Requirements

The Respondent shall procure and maintain at their 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 Respondent or by their subcontractors.

The successful Respondent shall furnish to MAPCO and the Authority a certificate or certificates of insurance in a form satisfactory to the 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 MAPCO and the Authority. Except for Workers' Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

- A. WORKERS' COMPENSATION AND DISABILITY INSURANCE: A policy covering the operations of the Respondent 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 them or by their 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 Respondent naming MAPCO Auto Parks, Ltd. and Monroe County Airport Authority and Monroe County as an additional insured, and covering liability with respect to all work performed by him under the Contract. The policy must be endorsed by the insurance carrier to authorize the additional insured designation. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence and \$3,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included:
 - Comprehensive Form
 - Premises-Operations
 - Products/Completed Operations
 - Contractual Insurance covering the Hold Harmless Provision
 - Broad Form Property Damage
 - Independent Respondents
 - 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 Respondent with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate coverage.

- E. MOTOR VEHICLE INSURANCE issued to the Respondent naming MAPCO Auto Parks, Ltd, Monroe County Airport Authority and Monroe County as an additional insured, and covering liability and property damage on the Respondent's vehicles in the amount of \$1,000,000 per occurrence. The policy must be endorsed by the insurance carrier to authorize the additional insured designation.

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 MAPCO 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

MEDIA BUYING SERVICES CONTRACT

MAPCO Auto Parks LTD ("MAPCO"), acting as Agent for the Monroe County Airport Authority ("Authority") contemplates that, in addition to all terms and conditions described in this RFP, final agreement between MAPCO and the selected Respondent will include, without limitation, the terms contained in this Appendix A, Media Buying 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, MAPCO 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 MAPCO Auto Parks LTD, acting as Agent for the Monroe County Airport , a New York public benefit corporation, with offices at 488 White Spruce Blvd, Rochester, New York 14623, hereinafter referred to as "MAPCO", and _____, with offices at _____, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, MAPCO is desirous of obtaining the services of the Contractor to perform the scope of work set forth in Section 2 hereof; and

WHEREAS, MAPCO issued a Request for Proposal ("RFP") concerning media buying services on _____, which shall be incorporated into this Agreement and in the event of a conflict in terms of language the Agreement shall prevail; and

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

WHEREAS, the President of MAPCO is authorized to execute this Contract dated ____ - of 2017, and is authorized by the Authority.

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

I. REQUIRED STANDARD CLAUSES FOR COUNTY CONTRACTS

Appendix "A" contains the standard clauses for all Monroe County contracts and is attached hereto and is hereby made a part of this Agreement as set forth fully herein. Wherever the attached standard language clauses reference Monroe County or County of Monroe, included herein is the Monroe County Airport Authority. The attached standard clause concerning insurance (Section 2), shall also include the Monroe County Airport Authority as additional insured along with Monroe County.

II. SCOPE OF SERVICES

The Contractor shall provide media buying services for the MAPCO Auto Parks, Ltd., 488 White Spruce Blvd, Rochester, New York 14623 as provided in Appendix "B" – Scope of Work attached herein and made a part of this contract.

III. TERM OF CONTRACT

The initial term of this Agreement shall be for a One (1) year period from May 1, 2017 to April 30, 2018 with options to renew for up to two (2) consecutive one year terms at the sole discretion of MAPCO.

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 MAPCO or to any other person with respect to those services specified in this Agreement. Upon termination of this Agreement, MAPCO shall be obligated to pay the Contractor for services only performed through the date of termination. Following such payment, MAPCO shall have no further obligations to the Contractor under this Contract.

IV. PAYMENT FOR SERVICES

MAPCO 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 MAPCO Auto Parks 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 president of MAPCO or his duly designated representative and audited by the Monroe County Controller.

MAPCO 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 MAPCO. These records shall be subject at all reasonable times to inspection, review or audit by MAPCO, 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.

V. ASSIGNMENTS

APPENDIX B, STANDARD CLAUSES FOR COUNTY CONTRACTS, Section 6. 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 both MAPCO and the County.

MAPCO may assign, this Agreement to the County at any time during the Term. If MAPCO assigns this Agreement to the County, the Contractor shall be notified of the assignment five (5) days in advance by written notice delivered by the U.S. Postal Service.

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

MAPCO Auto Parks, Ltd.

By _____
Richard Goldstein
President

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 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Richard Goldstein**, 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 2017, 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

APPENDIX B

STANDARD CLAUSES FOR COUNTY CONTRACTS

The parties to the attached Agreement (hereinafter, "the Agreement") agree to be bound by the following clauses which are hereby made a part of the Agreement (the word "Contractor" herein refers to any party other than the County, whether a contractor, licensor, licensee, lessor, lessee or any other party):

Section 1. 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.

Section 2. 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 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 and endorsements evidencing such coverage shall be delivered to the County before final execution of this Agreement. The certificates shall indicate that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the County and original renewal certificates conforming to the requirements of this section shall be delivered to the County at least sixty (60) days prior to the expiration of such policy or policies of insurance. The Contractor's insurance shall provide for and name Monroe County as an additional insured. All policies shall insure 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 County.

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

Section 3. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its officers, agents, 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 County 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. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

Section 4. 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 Monroe County 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 County shall have no responsibility for any of the incidences of employment.

Section 5. EXECUTORY NATURE OF CONTRACT

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

Section 6. 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 both MAPCO and the County.

MAPCO may assign, this Agreement to the County at any time during the Term. If MAPCO assigns this Agreement to the County, the Contractor shall be notified of the assignment five (5) days in advance by written notice delivered by the U.S. Postal Service.

Section 7. 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.

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 County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

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

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

The County'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 County under this Agreement.

Section 8. RIGHT TO INSPECT

Designated representatives of the County 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 ten (10) years after final payment.

Section 9. 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 be given in writing to:

Employment Coordinator
Monroe County Department of Human Services
Room 204
111 Westfall Road
Rochester, New York 14620
Fax: (585) 753-6096
Telephone: (585) 753-1245

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.

Section 10. NON-DISCRIMINATION

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract

for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

Section 11. CONTRACTOR QUALIFIED, LICENSED, ETC.

The Contractor represents and warrants to the County that it and its employees is 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.

Section 12. CONFIDENTIAL INFORMATION

a. For the purpose of this Agreement, “Confidential Information” shall mean information or material proprietary to the County or designated as “Confidential Information” by the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the County. The Confidential Information includes, without limitation, 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 County. Confidential Information also includes any information described above which the County obtained from another party which the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the County. 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 County 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 County, have a need to know such Confidential Information, and who have been authorized to receive such Confidential Information.

- c. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any Confidential Information, without the prior written permission of the County.
- 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

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

Section 13. 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, including without limitation, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA).

Section 14. LAW

This Agreement shall be governed by and under the laws of the State of New York without regard or reference to its conflict of law principles. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

Section 15. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the County from enforcing each and every term of this Agreement thereafter.

Section 16. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to

conform to the laws of the State of New York.

Section 17. 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 County in order to accomplish the work hereunder shall become legally vested to the County 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 Monroe County 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 County. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the County and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

Section 18. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

Section 19. STATE FINANCE LAW PROVISIONS

a. In accordance with Section 139-d of the State Finance Law, if this Agreement was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

b. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the County

may terminate this Agreement by providing written notification to the Contractor in accordance with the terms of the Agreement.

Section 20. MISCELLANEOUS

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

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

APPENDIX C

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

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

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

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

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

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

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

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

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

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

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

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

Article 5

Other Prohibited Offerer Activities

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

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

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

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

Article 6
Procurement Record

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

Article 7
Required Disclosure

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

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

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

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

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

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

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

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

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

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

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

Article 8

Requirements of the authority prior to Awarding Procurement Contracts

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

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

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

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

Article 9
Alleged Violation; Procedure

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

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

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

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

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

Article 10
Sanctions

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

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

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

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

² 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 D

MAPCO Auto Parks, Ltd.

REQUIRED FORMS

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

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

Greater Rochester International Airport • Rochester • New York • 14624

**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

Greater Rochester International Airport • Rochester • New York • 14624

AFFIRMATION OF UNDERSTANDING AND AGREEMENT OF PERMISSIBLE CONTACTS

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

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

Date: _____ [Print Contractor Name]

[Signature of Authorized Individual] [Print Name of Signer]

[Print Title/Office of Signer]

[Print Contractor Street Address] [Print Contractor City, State, Zip]

THE AUTHORITY'S RIGHT TO TERMINATE

The Monroe County Airport Authority reserves the right to terminate a Contract in the event it is found that the certification filed by the Contractor/Consultant, as Proposer/Offeror, in accordance with New York State Finance Law §139-k, was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Contractor/Consultant in accordance with the written notification terms of the Contract/Agreement resulting from this Request for Proposal.

MONROE COUNTY AIRPORT AUTHORITY

Greater Rochester International Airport • Rochester • New York • 14624

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

Greater Rochester International Airport • Rochester • New York • 14624

Non-Collusion Certificate

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

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Applicant or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Proposal 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 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 – Media Buying Services to the Monroe County Airport Authority

Request for Proposal Acknowledgment of Authorized Officer

The submittal of this Proposal is the duly authorized official act of the Applicant and the undersigned officer of the Applicant is duly authorized by resolution of Applicant to execute this Acknowledgment on the behalf of and as the official act of the Applicant, this ___ day of _____, 2017.

Company: _____

By: _____

Print Name: _____

Title: _____