

**Frederick Douglass
Greater Rochester International
Airport**



**Request for Bid
For Access Control System**

**Release Date: May 10, 2024
Response Deadline: June 3, 2024**

**MAPCO Auto Parks, As Agent for
Monroe County Airport Authority
488 White Spruce Blvd.
Rochester, NY 14623**

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SECTION 1: INVITATION TO PARTICIPATE

1.1 PURPOSE AND OBJECTIVE

MAPCO Auto Parks (MAPCO) and Monroe County Airport Authority are soliciting bids for Access Control System. The award will be based upon bidder's experience, proposed product, and price.

In response to this **Bid**, Respondents must follow the prescribed format as outlined in Section 3. By doing so, each Respondent will be providing MAPCO with data comparable to that which was submitted by other Respondents and will therefore be assured of fair and objective treatment in the review and evaluation process.

1.2 PURCHASING COORDINATOR; ISSUING OFFICE

The Purchasing Coordinator, identified below, is the sole point of contact regarding this Bid from the date of issuance until the selection of the successful Respondent.

Joseph Brown, Purchasing
MAPCO Auto Parks
488 White Spruce Boulevard
Rochester, NY 14623
Fax: (585) 292-4899
Telephone: (585) 489-8592
Email: purchasing@mapcoparking.com

All Respondents who have received a copy of this Bid will receive addendums, if issued. Proposals and Addendums will also be available on the MAPCO website:
<https://www.mapcoparking.com/procurement/>

1.3 TIMELINE

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

- This Bid will be available on the MAPCO website on Friday, May 10, 2024.
- All requests for Bid clarification must be submitted in writing to the Purchasing Coordinator at purchasing@mapcoparking.com and received no later than 1:00 PM EST on Thursday, May 23, 2024.
- All questions will be answered and documented in writing as an Addendum to the Bid.
- **Final Bid submissions must be received by 1:00 PM EST on Monday, June 3, 2024.**

1.4 COMPANY INFORMATION

MAPCO Auto Parks, Ltd., Agent for Monroe County Airport Authority

MAPCO Auto Parks, Ltd. (MAPCO) is one of New York's leading full-service parking organizations. The Company currently operates and manages multiple parking facilities in the Greater Rochester area; including parking at the Greater Rochester International Airport ("ROC"), which has both surface and structured parking, an underground ramp garage ("Civic Center Garage"). We take pride in operating all our parking facilities in a first-class manner, always having

customer service as our number one priority.

Frederick Douglass Greater Rochester International Airport (ROC)

In 2023 enplanements were 1,321,492 and deplanements were 1,319,462 serving a total of 2,640,954 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.

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

Six car rental companies have counters in the Terminal: Avis, Budget, Enterprise, Hertz, National and Dollar. Other concessions with long-term agreements include SSP America, Dunkin Donuts, Subway, Gusto Italian Restaurant and Hudson News Corporation.

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-10s and Airbus 300s.

SECTION 2: SPECIFIC BID REQUIREMENTS

2.1 BID SUBMISSION

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

Proposals must be received at the email address below on or before 1:00PM on June 3, 2024.

purchasing@mapcoparking.com

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

- B. Required copies.** Respondents must submit signed original proposal. The email **Proposals should be clearly state in the subject line “Bid Access Control System.”** The Respondent will make no other distribution of proposals. An official authorized to bind the Respondent to its provisions must sign the Proposal.
- C. Withdrawal notification** – respondent receiving this bid request may ask that their bid be returned up to the date and time of the bid opening.
- D. Pricing Period.** For this Bid, the proposal must remain valid for a minimum of 150 days past the due date for receipt of Bids.

2.2 RESPONSE DATE

To be considered, proposals must be emailed to purchasing@mapcoparking.com on or before the time and date specified in Section 1. *Requests for extension of the submission date will not be granted.* Bidders mailing proposals should allow ample delivery time to assure timely receipt of their proposals

2.3 CLARIFICATION OF BIDS AND QUESTIONS

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

2.4 ADDENDUM TO THE BID

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

2.5 ORGANIZATION OF PROPOSAL

This section outlines the information that must be included in your proposal. Please respond with your information in the same order as the items in the section. Information provided to MAPCO that the applicant wishes to have treated as proprietary and/or confidential trade information should be identified and labeled “Confidential” or “Proprietary” on each page and should include a written request to except it from disclosure.

- A. Transmittal Letter.** Each response to the Bid should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes what is contained in your bid package and which is signed by an officer of the firm authorized to commit the Respondent to the obligations contained in the Bid. The transmittal letter should also include a phone number, fax number and e-mail address for the Bidder’s contact person
- B. Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.
- C. Bid Sheet.**
- D. Company Information.** Provide information related to your company; specifically address the following:
 1. Year the company was organized.
 2. Identification of company ownership.
 3. Functions and location of your company’s headquarters/service center.
 4. Any conflicts of interest that may affect MAPCO or the County’s potential selection of, or entering into an agreement with, your organization.
 5. Any disputes or litigations as a result of services provided for Monroe County, either through a direct contract with Monroe County or as a subcontractor to another entity contracting with Monroe County.
- E. Company Experience**
- F. References.** A list of at least two (2) references who can confirm Respondent’s ability to provide an access control system.
- G. Product Sheet(s)**
- H. Warranty Information**
- I. Unit Price Sheet**
- J. Signed Addendums**
- K. Additional Forms**
 - Certification regarding Monroe County procurement policy and consequences for violation

2.6 EVALUATION AND RESPONDENT RESPONSIBILITY

A. Method of Evaluation

- i. **Evaluation Committee.** Selected personnel from MAPCO and the County will form the evaluation committee for this Bid. It will be the responsibility of this committee to evaluate all properly prepared and submitted documents for the Bid and make a recommendation for award.
- ii. **Evaluation and Selection Criteria.** All properly prepared and submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Bidder with whom a contract may be signed. Responses to this Bid will be evaluated according to criteria that MAPCO and the County deems pertinent to this product, which may include, but may not be limited to, the following:
 - Compliance with the Bid requirements
 - References
 - Price
 - Other pertinent criteria

MAPCO and MCAA intend to award a purchase order to the lowest responsive and **the purchasing coordinator reserves the right to reject any and all bids, to waive any informality in the bids and to make awards in the best interest of MAPCO and Monroe County Airport Authority.** MAPCO and Monroe County Airport Authority MCAA intend to award a purchase order to the lowest responsive and responsible bidder based on the **TOTAL. Bidders must bid on all items in order to be considered.**

- iii. **Contract Approval Process.** Respondents must be aware that any contract resulting from this request for bid is subject to prior approval by the Monroe County Airport Authority and the Monroe County Law Department.

2.7 INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

- **All public bids must be submitted to MAPCO.** Proposals must be received at the email address below on or before 1:00 PM, on June 3, 2024
purchasing@mapcoparking.com
- **Unsigned bids may be rejected as informal.**
- **Questions regarding ambiguities or the propriety of these specifications should be addressed, in writing, to the Buyer, prior to the formal bid opening. Such questions will not be entertained after said bid opening.**
- **The purchasing coordinator reserves the right to reject any and all bids, to waive any informality in the bids and to make awards in the best interest of MAPCO and Monroe County Airport Authority.**

NON-COLLUSION BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. **The prices in this bid 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 bidder or with any competitor.**
2. **Unless otherwise required by law, the prices, which have been quoted in its bid, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.**
3. **No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.**

SECTION 3: BID SHEET

BID PROJECT NUMBER: 051624
PHONE: (585) 292-4900 x7028

BID TITLE: Bid for Access Control System
BID TIME: 1:00PM
BID DATE: June 3, 2024

BID SECURITY REQUIRED: No: <u> X </u> Yes, in the amount of _____ as specified herein

ITEM AND/OR GROUP NO.	ESTIMATED QUANTITY	ARTICLES OR SERVICES	UNIT PRICE If there is a quantity discount, please specify
26		<i>BID TITLE:</i> Bid for Access Control System Per Section 5 Specifications <i>PLEASE SUBMIT ONE ORIGINAL OF THE BID PROPOSAL AT TIME OF BID OPENING. THERE WILL NOT BE A PUBLIC OPENING.</i>	

FIRM NAME _____	SIGNED BY _____
ADDRESS _____ _____	PRINTED NAME _____
	TITLE _____
FEDERAL ID NO. _____	PHONE NO. _____
E-MAIL ADDRESS _____	FAX NO. _____

BID ACCEPTANCE AND CONTRACT AWARD

The above bid is accepted, except as noted, and the contract is awarded to you for the following item(s):

Authorization to furnish supplies/services will be made via Purchase Order, as appropriate, signed by MAPCO Auto Parks, Purchasing Coordinator, or designated agent. Contract period from _____ to _____.

Date: _____ BY: _____
**Joseph Brown, Purchasing Coordinator, MAPCO Auto Parks,
 As Agent for Monroe County Airport Authority.**

Billing Address: 488 White Spruce Blvd., Rochester, NY 14623

SECTION 4: BID TERMS AND CONDITIONS

BID ITEM: **Access Control System**

FOR:

CONTACT: **Joseph Brown, purchasing@mapcoparking.com**

All requests for Bid clarification must be submitted in writing to the Purchasing Coordinator at purchasing@mapcoparking.com and received no later than 1:00 PM on Thursday, May 23, 2024.

All questions will be answered and documented in writing as an Addendum to the Bid.

Final Bid submissions must be received by 1:00 PM on Monday, June 3, 2024, to purchasing@mapcoparking.com

BID COPIES: **PLEASE SUBMIT YOUR ORIGINAL BID TO purchasing@mapcoparking.com**

All Respondents who have received a copy of this Bid will receive addendums, if issued. Proposals and Addendums will also be available on the MAPCO website: <https://www.mapcoparking.com/procurement/>

BID INFORMATION: **At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item(s) offered do not fully comply with the specifications contained herein.**

SUBMITTAL OF FORMAL PROPOSAL: Proposal will be submitted via email to purchasing@mapcoparking.com

All bidders must submit proof that they have obtained the required **Workers' Compensation** and **Disability Benefits Insurance** coverage or **PROOF** that they are exempt. (Visit www.wcb.ny.gov for forms.)

SPECIFICATION ALTERATIONS: Specifications will be construed to be complete and be considered the entire description of the goods and services upon which MAPCO and Monroe County Airport Authority are now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this bid proposal.

BRAND REFERENCE: References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates but must submit a copy of manufacture specifications for any alternate at

the time of bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the hardware will perform per the specified brand. The acceptance of the bidder's alternate rests with Monroe County Airport Authority (MCAA).

QUALIFIED BIDDER: Each Bidder must be prepared to present satisfactory proof of their capacity and ability to fulfil this contract. Such proof may include but is not limited to an inspection of the bidder's equipment, references, and performance similar contacts. **The Purchasing Coordinator reserves the right to reject any bid where the bidder cannot satisfy the County as their ability to perform.** MAPCO and MCAA reserve the right to reject any and all bids if the Purchasing Coordinator deems said action to be in the best interests of MCAA.

METHOD OF AWARD: Email and Letter will be sent to the awarded bidder. Monroe County intends to award a purchase order to the lowest responsive and responsible bidder based on the **TOTAL. Bidders must bid on all items in order to be considered. MAPCO and MCAA reserve the right to reject any and all bids** if the Purchasing Coordinator deems said action to be in the best interest of the County

DELIVERY: When the complete order is ready for delivery you will contact MAPCO (585) 292-4900 and select the option for purchasing and an arrangement for delivery to the Airport will be set up.

PURCHASE ORDER ISSUANCE: When bidder is awarded a Purchase Order from MAPCO will be provided with award letter. Exceptions to purchase orders may **only** be authorized in writing by MAPCO and Monroe County Airport Authority **prior to delivery**. Purchase orders may be adjusted to accommodate unforeseen conditions that may arise within the original scope of work.

QUANTITIES: MAPCO, Monroe County Airport Authority, and Monroe County reserve the right to add to the original quantity, depending on available funding.

WARRANTY/ GUARANTEE: All warranties by manufacturer shall apply. Bidders shall, as part of its proposal, furnish their warranty/guarantee for all goods/services to be furnished hereunder. As a Minimum, Bidder shall warrant all goods/services at date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period of time. All labor, parts and transportation shall be at Bidder's expenses.

COMPLIANCE WITH THE LAW: The Contractor agrees to procure all necessary license and permits. The Contractor shall comply with all laws, rules and regulations pertaining to the payment of wages and all other matters applying to the work performed under this contract.

SUBCONTRACT: The Contractor shall not subcontract any work without first obtaining the written consent by MAPCO and Monroe County Airport Authority.

INDEMNIFICATION: The Contractor agrees to defend, identify and save harmless MAPCO and

the County, its officers, agents, servants and employees from and against any and all liability, damages, costs, or expenses, caused of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against MAPCO and 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 Contract, arising from any act, omission or negligence of the Contract, its agents and employees or arising from any breach or default of the Contract under this Agreement. Nothing herein is intended to relieve MAPCO or the County from its own negligence or misfeasance or to assume any such liability for MAPCO or MCAA by the Contractor.

EQUAL PAY
CERTIFICATION:

Prior to the execution of this Agreement, the Contractor shall submit to the County and Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC §206 and New York State Labor Law §194 as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor/s violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future MCAA or Monroe County contracts.

SECTION 5: SCOPE OF WORK/SPECIFICATIONS

Below is a list of all specifications requested. Our goal is to integrate the new access control readers and intercoms under one software management platform. Units that do not meet the below guidelines shall not be accepted by MAPCO Auto Parks, as Agent for the Monroe County Airport Authority.

The current system overview:

Access control system:

- KeyScan System VII Access Control.

Software client and database (on-premises): WindowsOS/VMware

Cardholder ID's:

- HID Proximity cards printed via Zebra ZXP Series 3 USB Card Printer.

Users Access to entry/exit points:

- Group Access Levels defined via the KeyScan software.

Current Devices:

- 26 HID readers at ROC Airport.

Objective:

- Our goal is to integrate the new access control readers and intercoms under one software management platform.
- Both cloud-based and on-premises platforms will be considered.

Desired System Specifications:

Access Control Devices:

- 24 new readers.

Features:

New devices should have the ability to read our existing ID's: - RFID 125kHz 26-bit and 36-bit.

- RFID 13.56MHz.

Supplementary access methods under consideration:

- NFC.
- Bluetooth.
- App-based credentials (iOS and Android).

Intercom functionality:

- Answer calls via Master Intercom Station/Management Software.
- Answer calls via Zoom VoIP Phone System.

Installation:

- Looking for a supplier to perform device installation, as well as provide and install necessary cables and equipment.

SECTION 6: ADDITIONAL BID DOCUMENTS

6.1 COMPLIANCE WITH FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this contract, 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 Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00) 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 Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00) 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
304 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 contract.

The County's right of inspection and audit pursuant to this contract 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 contract.

Audit Clauses for Purchasing 002.doc

6.2 NOTICE OF JOB VACANCIES

NOTICE OF JOB VACANCIES

- a) 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.
- b) The contractor agrees to notify the County when the contractor has or is about to have a job opening for a full-time position within Monroe County or any contiguous 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).
- c) Notice shall be given in writing to:
Employment Coordinator
Monroe County Department of Human and Health Services
Rm 535
691 St. Paul St.
Rochester, NY 14605
Telephone: (585) 753-6322
Fax: (585) 753-6308
- d) 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.
- e) If the contractor is a local municipality within Monroe County, said municipality shall be subject to the above subparagraphs, except that said municipalities shall not be required to give notice where the position is subject to a published civil service list.

6.3 APPENDIX A STANDARD CLAUSES FOR COUNTY CONTRACTS

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 (IF REQUIRED)

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 the County.

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 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Uniform Grant Guidance) Subpart F 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 Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) 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 Uniform Grant Guidance) 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 Uniform Grant Guidance) to the County.

If on a cumulative basis the Contractor expends less than Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) 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
303 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. Contractor may retain all pertinent records in electronic format provided written notice is provided to the County that such method will be used. Retention of electronic records shall be for a period of ten (10) years after final payment.

Section 9. 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, military 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 10. 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 11. 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.

3. Freedom of Information Law

This paragraph 3. of Section 12 shall apply after written notice by the Contractor that certain information provided to the County is Contractor Confidential Information. In the event that the County or any of the County’s members, officers, agents or representatives are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information relative to Contractor, the County shall provide Contractor with prompt written notice of any such request or requirement so that Contractor may seek a protective order or other appropriate remedy and/or waive compliance with this provision of this Agreement. Furthermore, in recognition of

the fact that the County is subject to laws requiring disclosure of public documents, including the Freedom of Information Law (“FOIL”), the parties agree that in the event that the County receives a request or order for the release of Contractor's Confidential Information, the County shall provide Contractor with prompt notice thereof so that Contractor may seek a protective order or other appropriate remedy prior to such disclosure, if Contractor chooses to do so. If, in the absence of a protective order or waiver from Contractor, the County is nonetheless, in the opinion of the County Attorney and after consultation with Contractor, compelled to disclose some portion of the Contractor’s confidential information, the County may disclose such information to such person without penalty under the terms of this Agreement and shall immediately advise Contractor of such disclosure.

Section 12. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

a. 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, including but not limited to any and all reporting requirements, 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).

b. To the extent that State-funds/State-authorized payments (SF/SAP) received are used to pay for program services by covered providers, any subcontractors or sub-awardees shall be made aware of the provisions of the regulations of 9 NYCRR Part 6157 - "Limits on Administrative Expenses and Executive Compensation". Additionally, Contractor and any subcontractors shall review as appropriate Executive Order No. 38, which can be located at <http://executiveorder38.ny.gov>.

Section 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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.

c. Attached to this Agreement and incorporated herein is the Certification Regarding Debarment, Suspension and Responsibility/Certification Regarding Monroe County Procurement Policy and Consequences for Violation.

d. The Contractor agrees that this Agreement may be made available to the public and searchable online in a digital format.

-----END OF PAGE-----

6.4 APPENDIX B PROCUREMENT DISCLOSURE

MONROE COUNTY AIRPORT AUTHORITY PROCUREMENT DISCLOSURE POLICY (Adopted August 16, 2006)

Purpose

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

Article 1

Definitions

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

Article of Procurement

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

Contacts

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

Governmental Entity

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

Governmental Procurement

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

Impermissible Contacts

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

Offerer

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

Permissible Contacts

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

Procurement Contract

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

Procurement Officer

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

Procurement Record

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

Proposal

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

Restricted Period

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

Solicitation Materials

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

Article

2

Investigating Officer

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

Article 3

Procurement Officers

(Authorized Authority Contact Persons)

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

Article 4

Contacts by Offerers

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

- (a) The submission of written proposals in response to a request for proposals, invitation for bids or any other method of soliciting a response from Offerers intending to result in a Procurement Contract (collectively, “Solicitation Materials”);
- (b) The submission of written questions to a designated contact set forth in any Solicitation Materials, when all written questions and responses are to be disseminated to all Offerers who have expressed interest in the Solicitation Materials;
- (c) Participation in a conference provided for in any Solicitation Materials;
- (d) Complaints made in writing to the Administrative Director by an Offerer regarding the failure of the applicable Procurement Officer to respond in a timely manner to authorized Offerer Contacts, provided that such written complaints become part of the Procurement Record;
- (e) Offerers who have been tentatively awarded a contract and are communicating with the Authority for the sole purpose of negotiating the contract, so long as the Contact occurs after the Offerer has received notice of the tentative award;
- (f) Contact between designated Authority staff and an Offerer in which the Offerer requests the review of a procurement award;
- (g) Contacts by Offerers in protests, appeals or other review proceedings before the Authority seeking a final administrative determination, or in a subsequent judicial proceeding;
- (h) Complaints of alleged improper conduct in a Governmental Procurement to the Attorney General, Inspector General, District Attorney, or court of competent jurisdiction; or
- (i) Written complaints to the State Comptroller’s Office during the process of contract approval, when the State Comptroller’s approval is required by law, provided that such written complaints become part of the Procurement Record; and
- (j) Complaints of improper conduct in a Governmental Procurement conducted by a municipal agency or local legislative body to the State Comptroller’s Office.

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

**Article 5
Other Prohibited Offerer Activities**

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

- (a) Offerers shall not attempt to influence the Authority’s Governmental Procurement in a manner that would result in a violation of any State ethics/conflict of interest statute or the Authority’s Code of Ethics or Conflict of Interest Policies; and
- (b) Offerers are prohibited from contacting any member, officer or employee of a governmental entity other than the Authority¹, during the Restricted Period of a Governmental Procurement, regarding the **Authority’s pending procurement.**

**Article 6
Procurement Record**

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.

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.”

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:

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

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

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

Article 9
Alleged Violation; Procedure

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

- (a) Immediately notify the County Attorney, who shall immediately investigate the alleged violation(s).
- (b) If, after commencing the investigation, the County Attorney finds that there is sufficient cause to believe the alleged violation has occurred, s/he shall give the alleged violating Offerer reasonable notice (in the form of a certified letter, return receipt requested) informing him/her of the allegations and providing him/her with an opportunity to be heard regarding the allegations.
- (c) If, following the opportunity to be heard, the County Attorney determines that the Offerer has knowingly and willfully violated this Policy, the Statutes or any other applicable procurement disclosure standards affecting Members, Officers or employees of the Authority, the Offerer shall be subject to sanctions described in Article 10 hereof.

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

Article 10
Sanctions

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

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

(i) The award to the offending Offerer is necessary to protect public property or public health or safety; and

(ii) The offending Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

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

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

Distribution of This Policy

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

-----END OF PAGE-----

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.

MONROE COUNTY AIRPORT AUTHORITY

REQUIRED FORMS

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

MONROE COUNTY AIRPORT AUTHORITY

Frederick Douglass Greater Rochester International Airport • Rochester • New York • 14624

CONTRACTOR DISCLOSURE OF CONTACTS

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

PROCUREMENT NAME: _____

CONTRACTOR NAME: _____

ADDRESS: Street: _____

City: _____ State: _____ Zip: _____

NAME OF PERSON SUBMITTING THIS FORM: _____

SIGNATURE OF PERSON SUBMITTING THIS FORM: _____

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

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

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

NAME: _____

ADDRESS: Street: _____

City: _____ State: _____ Zip: _____

TELEPHONE NUMBER: _____

PLACE OF PRINCIPAL EMPLOYMENT: _____

OCCUPATION: _____

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

YES NO

DEFINITIONS:

1. **“Attempt to influence the procurement process”** means any attempt to influence any determination of a member, officer or employee of a covered agency or authority by a person other than a member, officer or employee of a covered agency or authority with respect to:
 - (a) the solicitation, evaluation or award of a procurement contract; or
 - (b) the preparation of specifications or request for submissions of proposals for a procurement contract.
2. **“Contractor”** means bidder, offeror or Respondent for a procurement contract and shall include any subcontractor who may be engaged in the delivery of goods, services or construction pursuant to the procurement contract.
3. **“Financial interest in the procurement” means:**
 - (a) owning or exercising direct or indirect control over, or owning a financial interest of more than one percent in, a contractor or other entity that stands to gain or benefit financially from the award of a procurement contract;
 - (b) receiving, expecting or attempting to receive compensation, fees, remuneration or other financial gain or benefit from a contractor or other individual or entity that stands to benefit financially from a procurement contract;
 - (c) being compensated by, or being a member of, an entity or organization which is receiving, expecting or attempting to receive compensation, fees, remuneration or other financial gain from a contractor or other individual or entity that stands to benefit financially from a procurement contract;
 - (d) receiving, expecting or attempting to receive any other financial gain or benefit as a result of the procurement contract;
 - (e) being a relative of a person with a financial interest in the procurement, as set forth in paragraphs (a) through (d) above. For purposes of this paragraph, “relative” shall mean spouse, child, stepchild, stepparent, or any person who is a direct descendant of the grandparents of an individual listed in paragraphs (a) through (d) of this subdivision or of the individual’s spouse.

MONROE COUNTY AIRPORT AUTHORITY

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CONTRACTOR DISCLOSURE OF PRIOR DETERMINATIONS OF NON-RESPONSIBILITY

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

PROCUREMENT

NAME: _____

CONTRACTOR NAME: _____

ADDRESS: _____

Street: _____

City: _____ State: _____ Zip: _____

NAME OF PERSON SUBMITTING THIS FORM: _____

TITLE OF PERSON SUBMITTING THIS FORM: _____

FORM: _____

SIGNATURE: _____

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

YES

NO

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

YES

NO

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

Covered Agency Name: _____

Year of Non-responsibility finding: _____

Basis of non-responsibility finding: _____

DEFINITIONS:

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

MONROE COUNTY AIRPORT AUTHORITY

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

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

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

Date: _____

[Print Contractor Name]

[Signature of Authorized Individual]

[Print Name of Signer]

[Print Title/Office of Signer]

[Print Contractor Street Address]

[Print Contractor City, State, Zip]

THE AUTHORITY’S RIGHT TO TERMINATE

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

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND RESPONSIBILITY**

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

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

**CERTIFICATION REGARDING MONROE COUNTY PROCUREMENT POLICY
AND CONSEQUENCES FOR VIOLATION**

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

5. Have read and understand the Monroe County Procurement Policy and agree to abide by its terms (<http://www2.monroecounty.gov/purch-overview.php>);
6. Understand that any violation of the Monroe County Procurement Policy may result in the exclusion of any response to a public bid, Request for Proposals (RFP) or Request for Qualifications (RFQ) submitted on our behalf; and
7. Understand that any contract or agreement entered into subsequent to a violation of this policy during the procurement process is null and void.

Date: _____

[Print Name of Contractor]

By:

[Signature]

[Print Name]

[Print Title]

BIDDER MUST COMPLETE THIS FORM AND SUBMIT WITH BID.

MONROE COUNTY EQUAL PAY CERTIFICATION

The undersigned certifies, to the best of his/her knowledge, that the Contractor:

1. Compensates its employees in compliance with the Federal Equal Pay Act, 29 USC § 206, and the New York State Labor Law § 194, as amended from time to time (“Equal Pay Laws”).
2. Has not been subject to an adverse finding by the United States Department of Labor, New York State Department of Labor or a court of law with regard to the Equal Pay Laws within the previous five years (“Adverse Finding”). If the Contractor has been subject to an Adverse Finding, the Contractor shall immediately disclose in writing the outcome and circumstances of such Adverse Finding to the County Purchasing Manager at the following address: Room 200, County Office Building, 39 West Main Street, Rochester, New York 14614.
3. Is not the subject of any currently pending claims involving the Equal Pay Laws. If the Contractor is the subject of any currently pending claims involving the Equal Pay Laws, the Contractor shall immediately disclose in writing to the County’s Purchasing Manager the nature and status of such claims.
4. Acknowledges that the violation of one or more of the Equal Pay Laws or its filing of a false or misleading Monroe County Equal Pay Certification during the term of the Contractor’s agreement with Monroe County may constitute grounds for the County in its sole discretion to immediately terminate such agreement with the Contractor and for determining the Contractor to be not qualified to participate in future Monroe County contracts.
5. Acknowledges that the Contractor will cooperate with the County’s compliance monitoring and periodic auditing of Certifications provided by the Contractor to the County.

Date: _____

[Print Name of Contractor]

By:

[Signature]

[Print Name]

[Print Title]

9/4/2020

BIDDER MUST COMPLETE THIS FORM AND SUBMIT WITH BID.