



REQUEST FOR QUALIFICATIONS

**FOR PUBLIC RELATIONS SPECIALIST
AT THE GREATER ROCHESTER
INTERNATIONAL AIRPORT**

September 10, 2010

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

Addenda to RFQ: Additional Information, Clarification and/or Revision

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

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

Stephanie Lucania
Department of Aviation
Greater Rochester International Airport
1200 Brooks Avenue
Rochester, New York 14624
Fax (585) 753-7008
Telephone: (585) 753-7155
e-mail: slucania@monroecounty.gov

All questions, requests and comments must be received no later than 5:00 p.m. on October 1, 2010. Within five (5) business days questions received by the deadline shall be responded to by a written Addendum, providing the response is substantive to the RFQ or the Sample Agreement.

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

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

MONROE COUNTY AIRPORT AUTHORITY

Greater Rochester International Airport • Rochester • New York • 14624

Registration Form to Receive Addenda

Regarding: Request for Qualifications for Public Relations Specialist at the Greater Rochester International Airport

During the RFQ offering period any additional/revised substantive information concerning the above RFQ will be provided to registered prospective proposers. To insure receipt of all Addenda regarding the RFQ entitled "Public Relations Specialist at the Greater Rochester International Airport", dated September 10, 2010, please complete the information requested below and return it via mail, fax or e-mail immediately to:

Stephanie Lucania
Department of Aviation
Greater Rochester International Airport
1200 Brooks Avenue
Rochester, New York 14624
Fax: 585-753-7008
e-mail: slucania@monroecounty.gov

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

Name of Designated Contact Person: _____

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: _____

TABLE OF CONTENTS

<i>Purpose</i>	3
<i>Background: The Greater Rochester International Airport</i>	3
<i>Background: Terminal Renovations</i>	4
<i>Goals</i>	4
<i>Scope of Work</i>	4
<i>Laws and Policies</i>	5
<i>Conformance to Laws</i>	
<i>Restriction on Communication</i>	
<i>RFQ Coordinator: Issuing Office</i>	
<i>Written Questions</i>	
<i>Non-Discrimination Policy</i>	
<i>Incurring Costs</i>	6
<i>News Release</i>	7
<i>Selection</i>	7
<i>Sample Professional Services Contract</i>	7
<i>Term of Contract</i>	
<i>Payments</i>	
<i>Finalizing A Contract</i>	8
<i>Submitted Materials</i>	8
<i>Proprietary Information</i>	
<i>Submission Requirements – List of Required Attachments and Forms</i>	9
<i>Offer Period</i>	10
<i>Withdrawal Notification</i>	10
<i>Submission Deadline</i>	10
<i>Projected Timeline</i>	11

TABLE OF CONTENTS, continued

Exhibits

Exhibit A *Sample Professional Services Contract*

Monroe County Airport Authority Procurement Disclosure Policy

Required Forms

Form of Statement of Qualifications (Cover Letter & Required Attachments)
Offerer Disclosure of Prior Non-Responsibility Determinations
Affirmation of Understanding & Agreement of Permissible Contacts
Registration Form to Receive Addenda
Certification Regarding Debarment, Suspension and Responsibility
Non-Collusion Certificate
Statement of Qualifications Acknowledgment

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

Purpose

The Monroe County Airport Authority ("the Authority") is currently soliciting the submission of Statements of Qualifications in order to select a Public Relations Specialist at the Greater Rochester International Airport, 1200 Brooks Avenue, Rochester, New York 14624.

Background: The Greater Rochester International Airport

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

In 2009 enplanements were 1,287,552 and deplanements were 1,283,553, serving a total of 2,571,105 passengers.

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

Seven airlines currently lease ticket counters and gates in the Terminal under a residual Signatory Agreement: AirTran Airways, American Eagle Airlines Inc., Continental Airlines, Inc., JetBlue Airways Corporation, Delta Air Lines, Inc., United and US Airways. Other airlines serving Rochester (ROC) as affiliate carriers for the above tenants include Air Georgian, Air Wisconsin, Atlantic Southeast Airlines, Chautauqua, Colgan Air, CommutAir, Freedom, Go Jet, Mesa, Mesaba, Piedmont, Pinnacle, PSA, Republic, Shuttle America and Trans States. The addition of the two low fare air carriers, JetBlue in 2000 and AirTran in 2002 greatly enhances Rochester's competitiveness in the region by significantly dropping its average fare.

Six car rental companies have counters in the Terminal: Alamo, Avis, Budget, Enterprise, Hertz, and National. Other concessions with long-term agreements include McDonalds, SSP America, Dunkin Donuts, TAPLO Enterprises, Subway, Hudson News Corporation, Red Osier, Gusto and ARA Management Services, Inc.

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

Background: Terminal Renovations

2005

In 2005 the main Terminal underwent a \$10.5 renovation. It centralized and consolidated the security checkpoints by moving them from each concourse into an enlarged 2nd floor center hallway with up to six passenger screening lanes. This significantly reduces the time passengers spend in line waiting to be screened. New escalators and elevators were installed by the front center entrance where a vestibule was built out from the Terminal. Other improvements included a new Observatory lounge on the west end of the 2nd floor for non-ticketed visitors to wait for deplaning passengers and a new liquid crystal FIDS (Flight Information Display System) throughout the Terminal that displays flight arrival and departure times as well as advertising, Airport information and visual paging for the Deaf and hard of hearing community.

2006-2010

Renovations in the Food Court and on Concourse A began in the summer of 2006 as well as additional renovations in the main Terminal. These first two phases of the renovation project were completed in 2008 and included such improvements as the replacement of carpeting and old tiles with terrazzo flooring, the installation of larger and additional post security elevators, the addition of a new hold room and gate in Concourse A, restroom renovation and relocation of the business center from the Food Court to the rotunda at the entrance of Concourse A. Other improvements included a new Interfaith Room and Visitor's Booth on the Terminal first floor and the installation of new escalators on the east and west sides of the Terminal. Phase three of the project included a Veterans display area on the ground floor and improvements to the B Concourse similar to those on Concourse A.

Baggage Screening Project

In order to screen baggage being loaded onto an airline more efficiently, the Terminal's baggage conveyor system was reconfigured and new types of screening equipment purchased. This project included the relocation of screening equipment from in front of the ticket counters to the area beyond the conveyors the ticket agents place the bags on. This project is scheduled to be substantially completed in 2010.

Goals

At the request and under the management of the Director of Aviation, who is also the Authority's Administrative Director, the contractor is intended to provide specialized public relations related services.

Scope of Work

The Public Relations Specialist works under the supervision of the Director of Aviation and the Deputy Director of Aviation by providing specialized public relations related services to

users and visitors to the Airport. The Public Relations Specialist will perform services including but not limited to:

1. Conducting Tours of the Airport, including overnight Boy and Girl Scout Lock-ins.
2. Liaison with military, including but not limited to welcome home ceremonies and human remains transfers.
3. Monitoring public usage of the various rooms and facilities located in the Airport Terminal Building.
4. Works with Airport staff in promoting the use of the Airport's facilities for group meetings and special events.
5. Monitoring the usage of the Airport chapel.
6. Acting as liaison between the Airport administration, the chaplain and chapel committee.
7. Monitoring the usage of handicapped Airport facilities and acting as liaison with the committees or spokespersons for the handicapped.
8. Promoting public service usage of the Airport to benefit Airport users such as periodic health check and blood donor programs and other similar uses.
9. Promoting the use of the Airport International Arrivals Hall by the general public, industry and aviation community.
10. At times provides assistance and counseling to individuals who have a fear of flying. The Public Relations Specialist may work with other outside contractors in conducting "Fear of Flying" seminars at the Airport.
11. Maintaining a constant visual check of all areas of the Airport to improve the public image and safety and report his/her findings in writing, as necessary, to the Director of Aviation or his designee.

Laws and Policies

Conformance to Laws

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

Restriction on Communication

Pursuant to State Finance Law §§139-j and 139-k, this RFQ includes and imposes certain restrictions on communications between the Authority/Monroe County and applicant during the procurement process. An applicant is restricted from making contacts from the earliest notice of intent to solicit proposals through final award and approval of the Procurement Contract by the Authority and Monroe County ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified below. Authority/Monroe County employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the proposer/bidder pursuant to these two statutes. Certain findings of non-responsibility can

result in rejection for contract award and in the event of two findings within a 4-year period, the proposer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found in the Authority's *Policy of Procurement Disclosure* which is included in this RFQ between the Exhibits and the Required Forms.

RFQ Coordinator: Issuing Office

This RFQ is issued for the Authority. Pursuant to Restrictions on Communications described in the paragraph above, the RFQ Coordinator, identified below, is the sole point of contact regarding this RFQ from the date of issuance until the selection of the successful Proposer.

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

Written Questions

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

Non-Discrimination Policy

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

Incurring Costs

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

News Release

News releases pertaining to this RFQ or the services to which it is related will not be issued by an applicant without the prior written approval of the Authority's Administrative Director/Director of Aviation. In the event an applicant issues a news release pertaining to this RFQ or the services to which it relates without the prior written approval of the Director, the proposer may be excluded from further consideration.

Selection

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

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

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

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

Sample Professional Services Contract

An applicant will review the attached Exhibit A, the Sample Professional Services Contract and submit any questions, requests or comments concerning this Contract in writing to the RFQ Coordinator to be received **no later than 5:00 p.m. local time on Friday, October 1, 2010**. This submission should include any comments of its Legal Counsel. The Sample Contract is subject to change by the Authority until issuance of the final Addendum.

Term of Contract:

The original term is for one (1) year with the option to renew annually for up to two (2) consecutive one (1) year terms at the sole discretion of the Authority.

Payments

The annual amount of funding for the Contract must be approved in advance by the Authority. The annual negotiated amount will be based, at least in part, upon the information provided by the Selected Proposer as part of its Statement of Qualifications. After the Contract is fully executed, the Contractor will submit periodically completed and executed Monroe County Airport Authority claim vouchers setting forth the services.

provided and supported with information and/or documentation necessary to substantiate the voucher. The annually budgeted amount cannot be exceeded during that 12-month period and any voucher that exceeds the budgeted amount cannot be paid.

Finalizing a Contract

This RFQ and attached Sample Professional Services Contract serve as the base documents for the terms, policies and requirements of a final Contract. However, this RFQ does not constitute an offer by the Authority, and the Selection Committee, composed of representatives from the Monroe County Department of Aviation and the Authority, reserves the right not to finalize a contract as an outcome of this RFQ if it is determined to be in the Authority's best interests not to do so. The Authority also reserves the right to enter into more than one contract for portions of the Scope of Work described herein.

If an applicant is selected, the final business terms of the Contract will be negotiated and must be approved by the Monroe County Airport Authority before the Contract can be executed (see "Projected Timeline"). Any Contract(s) that may be entered into will be judged the most advantageous to the Monroe County Airport Authority.

Submitted Materials

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

Proprietary Information

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

Submission Requirements – List of Required Attachments and Forms

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

1. Cover Letter executed as instructed in the *Form of Statement of Qualifications*.
2. Qualifications. Provide general information related to qualifications previously listed as appropriate in the Scope of Services described herein. Also include any credentials, experience or skills beyond the minimum required. Provide a narrative description of the services to be rendered.
3. A. Resume outlining experience in airport operations and aviation related programs.
4. A list of at least three (3) references (name, title, business, address, phone and e-mail address) each of whom can confirm ability to provide the Scope of Work at GRIA listed in this RFQ.
5. A detailed description of monthly, daily or hourly fees to be charged for services as outlined in the Scope of Services described herein for all three years of the contract. Include additional fees to be charged, if any, for additional services to be provided.
6. An executed *Offerer Disclosure of Prior Non-Responsibility Determinations* in the form attached hereto.
7. An executed *Affirmation of Understanding and Agreement of Permissible Contacts* in the form attached hereto.
8. An executed *Certification Regarding Debarment, Suspension and Responsibility* in the form attached hereto.
9. An executed *Non-Collusion Certificate* in the form attached hereto.
10. An executed *Statement of Qualifications Acknowledgment* in the form attached hereto.

Offer Period

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

Withdrawal Notification

Solicited or requesting entities receiving this RFQ who decide not to submit Qualifications should mail, fax, or e-mail an "RFQ Withdrawal" letter to the above named RFQ Coordinator no later than the submission deadline date. Its copy of the RFQ is to be returned to the Authority with or following the withdrawal correspondence. The RFQ package is the property of the Authority and may not be reproduced or distributed for any other purpose without the prior written consent of the Director of Aviation.

Submission Deadline

One (1) original and four (4) copies one (1) electronic proposal in a PDF version on CD of the Statement of Qualifications must be received in the Department of Aviation on the second floor of the Airport Terminal no later than **5:00 PM on Wednesday, October 27, 2010 addressed to:**

Stephanie Lucania
RFQ Coordinator
Department of Aviation
Greater Rochester International Airport
1200 Brooks Avenue
Rochester, New York 14624

Oral, telephoned, telegraphed, faxed, emailed or otherwise unsealed RFQ submittals shall be considered invalid and shall not be given award consideration under any circumstances. The applicants will make no other distributions of their package. An official authorized to bind the submitting entity must sign the required forms. Packages should be sealed and must be identified on the outside of the package by the words "**Statement of Qualifications for Public Relations Specialist at the Greater Rochester International Airport**". Any Statement of Qualifications received after the deadline date and time shall be eliminated from consideration, marked "too late" and returned to sender unopened. Applicants are advised to use express delivery services to ensure receipt of their package by the submission deadline. Any changes to and the right to withdraw a Statement of Qualifications will also expire at this date and time. There will be no public opening of the Statements of Qualifications.

Projected Timeline

September 10, 2010	Request for Qualifications distribution begins
October 1, 2010	Deadline to Submit Questions for Addendum
October 8, 2010	RFQ Addenda of Additional Information issued as needed
October 27, 2010	Deadline for Submission of Statement of Qualifications
November 17, 2010	Resolution to Monroe County Airport Authority
If Selection is made:	
November 22, 2010	Letters of Selection/Non-Selection/Retention for Further Consideration
If Contract(s) Finalized:	
November 17, 2010	Resolution to Monroe County Airport Authority
December 1, 2010	Contract(s) sent to Selected Contractor(s) for execution

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MONROE COUNTY AIRPORT AUTHORITY

EXHIBITS

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EXHIBIT A

SAMPLE

PROFESSIONAL SERVICES CONTRACT

O'Dwyer's
odwyerpr.com

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made this ____ day of _____, 2010 by and between **MONROE COUNTY AIRPORT AUTHORITY**, a New York public benefit corporation, with offices at the Greater Rochester International Airport, 1200 Brooks Avenue, Rochester, New York, 14624, hereinafter referred to as "the Authority" and _____, hereinafter referred to as "the Contractor",

WITNESSETH:

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

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

WHEREAS, the Administrative Director of the Authority is authorized to execute this Contract pursuant to Resolution No. ____ of 2010, adopted by the Monroe County Airport Authority on _____, 2010;

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

I. SCOPE OF SERVICES

The Contractor shall perform public relations services including but not limited to:

Public relations services at the Greater Rochester International Airport ("Airport") involving conducting group tours of the Airport, including overnight Boy and Girl Scout Lock-Ins; monitoring the usage of the Airport chapel; acting as liaison between the Airport administration, the chaplain and chapel committee; monitoring the usage of handicapped Airport facilities and acting as liaison with the committees or spoke persons for the handicapped.

The Contractor, at the direction of the Director of Aviation or his designee, will promote use of the Airport for public entertainment and the like; promote public service usage of the Airport to benefit Airport users such as periodic health check and blood donor programs and other similar uses; and maintain a constant visual check of all areas of the Airport to improve the public image and safety and report findings in writing, as necessary to the Director of Aviation or his designee.

II. TERM OF CONTRACT

The initial term of this Contract shall be for a one (1) year period from _____, through _____, with the options to renew annually for up to two (2) consecutive one-year terms at the sole discretion of the Authority.

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

III. PAYMENT FOR SERVICES

The Authority agrees to pay the Contractor, and the Contractor agrees to be paid, a sum, in full satisfaction of all expenses and compensation due the Contractor, not to exceed _____ dollars (\$ _____ 00) for the initial term as defined under "Term of Contract".

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

Each submitted voucher will be approved by the Authority's Treasurer or his duly designated representative and audited by the Monroe County Controller.

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

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

IV. AMENDMENTS

This Contract 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 Contract. All notices concerning this Contract shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

V. REQUIRED INSURANCE

The Contractor will, at its own expense, procure and maintain a policy/ies of insurance during the initial term and any renewal(s) of this Contract. The policy/ies of insurance required are standard **Worker's Compensation** insurance, as required by NYS law; **General Liability** insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 and \$1,000,000 aggregate; **Automobile Liability** insurance with a minimum of \$1,000,000 each occurrence, bodily injury and property damage; and **Professional Liability** insurance.

The Contractor's liability insurances shall provide for and list Monroe County and Monroe

County Airport Authority as an additional insured. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the Authority's attorney.

Original Certificates of Insurance providing evidence of the above coverage and that the coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the Authority, **shall be delivered to the Authority before final execution of this Contract** and original renewal certificates conforming to the requirements of this section shall be delivered to the Authority at least sixty (60) days prior to the expiration of such policy or policies of insurance.

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

VI. INDEMNIFICATION

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

VII. INDEPENDENT CONTRACTOR

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

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

VIII. TITLE TO WORK

The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the Authority in order to accomplish the work hereunder shall become legally vested to the Authority upon the completion of the work required under this Agreement. The Contractor shall obtain from any subcontractors and shall transfer, assign, and/or convey to the Authority all exclusive, irrevocable, or other rights to all work

performed under this Contractor, including, but not limited to trademark and/or service mark rights, copyrights, publication rights, distribution rights, rights of reproduction, and royalties.

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

IX. EXECUTORY NATURE OF CONTRACT

This Contract shall be deemed executory only to the extent of the funding available and the Authority shall not incur any liability beyond the funds annually budgeted therefor. The Authority may make reductions in this Contract 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 Contract may be reduced correspondingly.

X. NO ASSIGNMENT WITHOUT CONSENT

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

XI. FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this 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.

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

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

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

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

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

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

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

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

XII. RIGHT TO INSPECT

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

XIII. JOB OPENINGS

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

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

Notice shall be given in writing to:

Employment Coordinator
Monroe County Department of Human Services

111 Westfall Road
Rochester, New York 14620
Telephone: (585) 753-6298
Fax: (585) 753-6296
E-Mail: mchhs@monroecounty.gov

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

XIV. NON-DISCRIMINATION

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

XV. CONTRACTOR QUALIFIED, LICENSED, ETC.

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

XVI. GENERAL PROVISIONS

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

XVII. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

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

XVIII. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT

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

XIX. MISCELLANEOUS

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

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

MONROE COUNTY AIRPORT AUTHORITY

By: _____
David P. Damelio
Title: Administrative Director

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

Federal ID Number or
Social Security Number _____

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

On the ____ day of _____ in the year 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared **David P. Damelio**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature of Notary and Stamp

STATE OF _____)
COUNTY OF _____) SS
CITY OF _____)

On the ____ day of _____ in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as _____ of _____, and that by his/her signature on the instrument, the legal entity, or the person upon behalf of which the individual acted, executed the instrument.

Signature of Notary and Stamp

Professional Services Contract

ATTACHMENT 1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RESPONSIBILITY

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

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

Date: _____, 2010 Contractor: _____

By: _____
[Signature]

[Print Name]

[Print Title/Office]

Professional Services Contract

ATTACHMENT 2

CERTIFICATE(S) OF INSURANCE

[to be provided by Contractor]

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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.

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

Distribution of This Policy

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

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

MONROE COUNTY AIRPORT AUTHORITY

REQUIRED FORMS

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

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Form of Statement of Qualifications

Instructions: One (1) original, four (4) copies and one (1) electronic proposal in a PDF version on CD of the qualifications shall be submitted

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

TO: Stephanie Lucania
Department of Aviation
Greater Rochester International Airport
1200 Brooks Avenue
Rochester, New York 14624
Fax: 585-753-7008
Telephone: (585) 753-7155
e-mail: slucania@monroecounty.gov

RE: Statement of Qualifications for Public Relations Specialist at the Greater Rochester International Airport

Dear RFQ Coordinator:

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

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

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

Dated at _____ this ____ day of _____, 2010.

Form of Statement of Qualifications (continued)

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF APPLICANT:

If an Individual: _____
Doing Business As: _____

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

If a Corporation: _____
BY: _____
TITLE: _____

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

ADDRESS OF APPLICANT:

LOCAL ADDRESS, IF NOT SAME (Required):

TELEPHONE NUMBER: _____

Local: _____

FAX NUMBER: _____

Local: _____

E-MAIL ADDRESS: _____

Local: _____

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

2. Qualifications. Provide general information related to qualification points previously listed as appropriate in the Scope of Services described herein. Also include any credentials, experience or skills beyond the minimum required. Provide a narrative description of the services to be rendered.
3. Resume. Outlining experience in airport operations and aviation related programs.
4. References. A list of at least three (3) references (name, title, business, address, phone and e-mail address) each of whom can confirm ability to provide the Scope of Work at GRIA listed in this RFQ.
5. Cost Proposal. A detailed description of monthly, daily or hourly fees to be charged for services as outlined in the Scope of Services described herein for all three years of the contract. Include additional fees to be charged, if any, for additional services to be provided.
6. *Required Form: Offerer Disclosure of Prior Non-Responsibility Determinations*
7. *Required Form: Affirmation of Understanding and Agreement of Permissible Contacts*

8. *Required Form: Certification Regarding Debarment, Suspension and Responsibility*
9. *Required Form: Non-Collusion Certificate*
10. *Required Form: RFQ Acknowledgement Form*

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

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

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

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

ADDRESS: _____

Street: _____

City: _____

State: _____

Zip: _____

NAME OF PERSON SUBMITTING THIS FORM: _____

TITLE OF PERSON SUBMITTING THIS FORM: _____

CONTRACT PROCUREMENT
NUMBER: _____

DATE: _____

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

NO

YES

If Yes, please answer the next questions:

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

NO

YES

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

NO

YES

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

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

NO

YES

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

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

Governmental Entity: _____
Date of Termination or _____
Withholding of Contract: _____
Basis of Termination or _____
Withholding: _____

(Add additional pages as necessary)

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

By: _____ Date: _____
(Signature)

Print Name: _____

Title: _____

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

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

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

Date: _____

[Print Contractor Name]

[Signature of Authorized Individual]

[Print Name of Signer]

[Print Title/Office of Signer]

[Print Contractor Street Address]

[Print Contractor City, State, Zip]

THE AUTHORITY'S RIGHT TO TERMINATE

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

MONROE COUNTY AIRPORT AUTHORITY

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Registration Form to Receive Addenda

Regarding: Request for Qualifications "For Public Relations Specialist at the Greater Rochester International Airport"

During the RFQ offering period any additional/revised substantive information concerning the above RFQ will be provided to registered prospective applicants. To insure receipt of all Addenda regarding the RFQ entitled "For Public Relations Specialist at the Greater Rochester International Airport", dated September 10, 2010, please complete the information requested below and return it via mail, fax or e-mail immediately to the RFQ Coordinator:

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

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

Name of Designated Contact Person: _____

Name of Prospective Applying Entity: _____

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

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Request by: _____

Print Name: _____

MONROE COUNTY AIRPORT AUTHORITY

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 Applicant]

By: _____

[Signature]

[Print Name]

[Print Title/Office]

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Non-Collusion Certificate

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

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

Date: _____ Company: _____

By: _____

Print Name: _____

Title: _____

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RFQ – For Public Relations Specialist at the Greater Rochester International Airport

Statement of Qualifications Acknowledgement of Authorized Officer

The submittal of this Statement of Qualifications is the duly authorized official act of the Applicant and the undersigned officer of the Applicant is duly authorized by resolution of Applicant to execute this Acknowledgment on the behalf of and as the official act of the Applicant, this ____ day of _____, 2010.

Company: _____

By: _____

Print Name: _____

Title: _____

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odwyerpr.com