

# REQUEST FOR PROPOSALS

## PARKING MANAGEMENT SERVICES

### New York State Department of Agriculture and Markets

This Request for Proposals (RFP) is issued by the Department of Agriculture and Markets of the State of New York (Department) seeking proposals for a five year parking management services agreement for the annual 12-day New York State Fair (Fair) at the New York State Fairgrounds (Fairgrounds), located in the Town of Geddes, Onondaga County (Syracuse), New York.

Proposals must be received in hand by the Department no later than **3:00 pm** local time on June 13, 2012. Proposers, not delivery services or other intermediaries, are responsible for the timely submission of proposals. Faxed and e-mailed proposals will not be accepted. Proposals delivered after the scheduled date and time will be returned to proposers and not considered for funding. Proposals must be addressed to:

Lucy Roberson, Director  
Fiscal Management  
New York State Department of Agriculture and Markets  
10B Airline Drive  
Albany, NY 12235

Submit an original and three (3) copies of your proposal in a sealed envelope or package. Mark "Parking Management Services" on your proposal. Proposals may not be submitted electronically or by fax. Your proposal must be in three parts, Part 1 marked "Minimum Qualifications", Part 2 marked "Technical Proposal" and Part 3 marked "Fee".

Inquiries about this RFP shall be directed to Emma Graham, in writing at the above address, or via email to [emma.graham@agriculture.ny.gov](mailto:emma.graham@agriculture.ny.gov) and received no later than May 25, 2012. No telephone inquiries will be accepted. All questions and answers will be posted on the Department's website, [www.agriculture.ny.gov](http://www.agriculture.ny.gov) in the "Funding Opportunities" section. Answers will be posted as quickly as possible, but no later than June 1, 2012. The questions and answers, when posted, are part of this RFP.

#### **Schedule**

The Department reserves the right to change any of the below scheduled event dates. Any changes will be posted on the Department's website, [www.agriculture.ny.gov](http://www.agriculture.ny.gov) under "Funding Opportunities". Proposers are responsible for keeping informed of any changes in the schedule.

## Event Dates

RFP Issued – May 15, 2012  
Mandatory Meeting – May 23, 2012  
Last Date for Inquiries – May 25, 2012  
Responses to Inquiries – June 1, 2012  
Proposals Due – June 13, 2012

Selection within 30 Days

### **Objective**

The objective of the RFP is to provide parking management services for the annual 12-day New York State Fair (Fair) at the New York State Fairgrounds (Fairgrounds), Town of Geddes, Syracuse, New York. Additionally, these services will include both pre and post Fair services as described in “Proposer Provided Services”. These services include the hiring, employment, scheduling and supervision of a sufficient number of employees. For informational purposes, a chart showing the number of employees hired by the Department in 2011, their titles, their pay rates and the total number of hours worked is shown under “Proposer Provided Services”.

### **Description**

The New York State Fair is an annual 12-day event ending on Labor Day each year. It annually draws between 900,000 – 1,000,000 people with the daily attendance fluctuating between approximately 60,000 and 120,000 people.

The facility is a 375 acre site that includes 10 parking lots (see Attachment #1 - NYS Fairgrounds Parking Map) that serve the Fairgrounds with the ability to park approximately 25,000 vehicles at any given time. This includes paid, non-paid and combination parking lots. The parking facilities have multiple entrances and exits that are in close proximity (within a quarter of a mile) to major interstates.

The parking rate for vehicles is \$5/day and the parking rate for motorcycles is \$3.00/day. There were approximately 161,000 paid parking tickets issued for vehicles and 850 paid parking tickets for motorcycles issued in 2011. Additionally, there were approximately 22,000 vehicles that entered by using the E-Z Pass System. The Fair also issues non-paid tickets to sponsors, exhibitors, etc. of which there were the equivalent of approximately 180,000 one day parking tickets that allowed a vehicle to park in a specific designated lot for any one day during the Fair.

There were approximately 340 camper spaces sold during the 2011 Fair of which approximately 150 were pre-sold. Camping prices are as follows:

- Belle Isle (includes water, electric, sewer): \$490 for all 12 days
- Infield (includes water, electric): \$450 for all 12 days
- Black Lot (includes no services): \$15 per day

## **Mandatory Meeting and Tour of Facilities**

There will be a mandatory meeting for all prospective proposers to be held in the Wiles Room at the Administration Building, New York State Fairgrounds, 581 State Fair Boulevard, Syracuse, NY on May 23, 2012 at 10:00 am. This meeting will include a tour of the grounds and parking areas and Department representatives will answer questions from proposers. Proposals will not be accepted from proposers who do not attend the meeting and tour the current facilities. Please call Kim Bosy at (518) 457-2080 or email her at [kim.bosy@agriculture.ny.gov](mailto:kim.bosy@agriculture.ny.gov) to advise if you plan to attend the mandatory meeting and tour of the location.

## **Minimum Qualifications**

The following minimum qualifications must be met in order for the Department to be able to consider your proposal:

1. The provision of parking management services must be the primary focus of your business operation.
2. You must have a minimum of five (5) consecutive years of documentable and verifiable experience in providing parking management services which demonstrate that you have:
  - a. Planned, set up, managed and operated at least five events per year that included directly providing parking services at mass gathering type events (i.e. concerts, athletic events, fairs, festivals, etc.) involving at least 4,500 vehicles parked per day in multiple lots owned, operated, leased or used by the selected proposer.
  - b. Worked with the appropriate police agencies and departments of transportation in the planning and executing of these parking services.
3. You must provide references from a minimum of 3 entities that are currently utilizing your parking services and which include at least two mass gathering events as described above.

These references will be contacted by a Department staff member for verification.

## **Term**

The Term of the contract will begin with the execution of the contract and will end on September 30, 2016.

The dates of the Fairs covered under this RFP are:

August 23, 2012 - September 3, 2012  
August 22, 2013 - September 2, 2013  
August 21, 2014 - September 1, 2014  
August 27, 2015 - September 7, 2015  
August 25, 2016 - September 5, 2016

## Proposer Provided Services

The selected contractor will be required to begin providing services twelve weeks prior to the first day of the Fair on a part-time basis. Subcontracting of management services will not be allowed. Full time services will be required to begin four weeks prior to the first day of the Fair and will conclude one week after the last day of the Fair. For 2012, the selected contractor would be required to begin work on a part time basis on July 1, 2012; the rest of the schedule would remain the same. The pre-Fair work will involve interviewing and hiring staff, making camping reservations and installing all signage. The services after the Fair include processing payroll; removal of signs and final reporting of all tickets/camping tickets, etc.

Specific services, equipment, and supplies to be provided are outlined below.

1. Pre-Fair services to begin twelve weeks prior to the first day of the Fair
  - A. Interview and hire a sufficient number of employees to perform the specified activities under this contract.
  - B. Coordinate, supervise, and track time worked by employees as they are brought onto the payroll. The employment and management of employees hired for parking services will be by the selected contractor. You will be reimbursed only for the actual direct labor cost, fringe benefits, and cost of preparing payroll for these employees; your charge for the hiring, supervision, time and attendance audit shall be included in your management fee.

For information purposes only, the number of employees hired by the Department their titles, their pay rates and the total number of hours worked in 2011 is listed below.

<b>Position Title</b>	<b>Total # of Employees</b>	<b>Hourly Rate</b>	<b>Total # of Hours per Title</b>
Parking Attendant	185	\$8.25	15,037
Cashier	30	\$9.11	1,665.25
Line Cashier	9	\$12.00	777.50
RV Night Cashier	3	\$ 9.81	454.25
Head Cashier	8	\$13.50	1,120
Assistant Supervisor	5	\$14.00	875.25
Supervisor	5	\$15.00	1,733.50

- C. Assign staff to positions including parking lot supervisors, head cashiers, cashiers and parking attendants (see Attachment #2 -Parking Job

Descriptions). These employees will be employed and managed by the selected contractor.

- D. Schedule employees to ensure adequate staffing of all parking lots. A final work schedule must be submitted to the Fair by August 1 of each year for approval.
  - E. Train employees prior to the first day of the Fair with particular emphasis on ensuring the accountability of tickets and money. In addition, this training should include, but not be limited to, the following aspects: customer service, safety (i.e. traffic safety and health such as avoiding sunburn and heat exhaustion), the prohibition of using drugs and alcohol, ethics (i.e. cannot accept gifts or trade parking passes for food or other services) and the criminality of stealing or attempting to steal parking or admission tickets or revenue as well as duty specific training and audit control procedures for all employees handling tickets and money. The Fair will provide the selected contractor with its policies regarding the above referenced items so that they can be included in the selected contractor's employee training manuals. A copy of the training manual must be submitted to the Fair by August 1 of each year for approval.
  - F. Hold an informational meeting with employees that encompasses, among other things, an overview of the locations of the parking lots and what credentials are accepted in those parking lots.
  - G. Meet with State Fair personnel, the State Police and the Department of Transportation to plan for the coordination of parking and traffic issues.
  - H. Work with State Fair personnel and the State Police to complete a sign inventory and make a list of additional signage that is needed.
2. Pre-Fair services to begin four weeks prior to the first day of the Fair (in addition to any other pre-Fair services already noted)
- A. Prepare the parking lots to include the placement of parking barriers and barrels, demarcation lines in the parking lots, the roping off of lots and the installation of signage in and around the parking lots. Working with the State Police, the coordination and placement of signs along Interstates 690 & 695 as well as ancillary roadways. This will be done by the selected contractor in coordination with the State Police and the NYS Department of Transportation.
  - B. Sell and process camping reservations at the parking office, (see item number 6 for details on office). The office must be open Monday through Friday, four hours per day between 10:00 AM and 6:00 PM.
3. Pre-Fair services to begin the Sunday before the first day of the Fair
- A. Supervise the Black, Gray, Disabled and Green lots during the vendor set up period leading up to the first day of the Fair. During this time no parking fees are collected for the use of these lots. The hours for staffing these lots are from 7:00 am – 9:00 pm.
  - B. Schedule staff at Gates 7 and 10. The staffing must be 24 hours a day.
  - C. In conjunction with Fair staff, provide for the supervision of the Temporary RV Parking Lot to include the processing, assigning and placement of

spaces paid for at the Gate and for pre-sold, pre-assigned RV spaces. In 2011, there were a total of approximately 340 twelve day Temporary RV Parking spaces sold. There were also 1,050 one day, temporary RV spaces with no services sold throughout the Fair. This includes spaces for campers who purchase spaces for several days.

4. Fair services to begin on the first day of the Fair
  - A. Supervise of all parking lots, both paid and credentialed on the Fairgrounds and adjacent to the grounds. This includes 10 separate lots that encompass the Purple, Blue, Red, Yellow, Green, Orange, Brown, Pink, Gray/Black and Disabled Lots and Impound Lot (see attached NYS Fairgrounds Parking Map).
  - B. Attend daily staff meetings set up by the Director of the Fair.
  - C. Sell parking tickets at the Orange, Brown and Pink lots as well as at Gates 6 and 7 which are the entrances to the Green, Gray/Black and Special Needs lots.
  - D. Sell gate admission tickets at vehicle gates 10, 11 and 12.
  - E. Assume responsibility for all funds collected until such funds are deposited with the State Fair Cashier. Attachment #3 is a summary of the revenue procedures to be followed, including the frequency of deposits.
  - F. Ensure adequate staffing for all parking lots including supervisors, head cashiers, cashiers and parking attendants.
  - G. Ensure optimal use of available parking spaces to handle the flow of incoming vehicles from both east and west bound traffic. Barriers will have to be moved as lots become full and staff will have to be moved among locations as needed.
  - H. Staff all parking lots will be staffed from 6:00 am to 10:00 pm with the exception of the Impound Lot which must be staffed from 7:00 am to midnight. Also, Gates 7 and 10 must be staffed 24 hours a day beginning on the Sunday before the first day of the Fair and ending on the last day of the Fair at 10:00 pm.
  - I. Provide patrolling of the lots to ensure that vehicles have proper credentials and coordinate the towing of those vehicles which are unauthorized or do not have the proper credentials. The towing of these vehicles to the Impound Lot is a coordinated effort between the selected contractor, State Police and Fair staff. The selected contractor must staff the Impound Lot and will be responsible for the collection of towing fees before releasing impounded vehicles.
  - J. In coordination with the State Police, assist with the exiting of vehicles from the Fair's Camping Superintendent.
  - K. Assist the Fair's Camping Superintendent with the coordination and placement of RV's upon arrival. This includes processing all additional camping forms and payments as well as maintaining reservation sheets on all camping reservations. RV's begin arriving on the Sunday before the first day of the Fair.
  - L. Resolve any parking issues or concerns in coordination with the Fair's parking manager.

5. Revenue Procedures: Attachment #3 is a copy of the summary revenue procedures which must be followed are attached.
6. The selected contractor must provide all necessary equipment and supplies, other than those specifically listed in Department provided supplies and equipment, including:
  - A. At least 4 pick-up type trucks or other comparable vehicles along with the needed fuel for use in both the pre-Fair and Fair. These vehicles must be equipped with 2 way communication.
  - B. Gators, all terrain golf carts or other comparable vehicles along with the needed fuel that will allow for access to various parking lots.
  - C. An office trailer to serve as the parking office during the pre-Fair and Fair. The trailer should be equipped with a camera and security system.
  - D. Two base stations and three radios to communicate with the State Police and the towing company.
  - E. An adequate number of radios for communication with staff and State Fair staff.
  - F. Computers and printers for, among other things, processing camping reservations and complying with various reporting requirements.
  - G. Fax and copy machine.
  - H. Safety equipment including safety vests, flashlights and batteries.
  - I. Water jugs and cups for employees working in parking lots.
  - J. Miscellaneous tools and supplies including wire cutters, hammers staple guns and staples, pocket cashier aprons.

## **Management Fee and Direct Labor Costs**

There are two components to the evaluation of the cost of your proposal: 1) the Management Fee you will charge, and 2) the Direct Labor Costs that will be passed through to the Department.

### **1. Management Fee**

This is the fee that you will charge to provide the overall services required by this agreement. It includes the hiring, coordination, supervision and audit of time worked of employees working in the parking lots as they are brought onto the payroll, as well as the cost of equipment and supplies that are to be provided by the successful proposer. The Management Fee is over and above the Direct Labor Costs, as described below.

### **2. Direct Labor Cost Estimate**

Employment, management, and payment of persons hired to provide parking services will be by the selected contractor. The actual costs will then be submitted for reimbursement by the Department. Actual costs include the direct labor of employees calculated on an hourly basis, fringe benefits, and the administrative cost of preparing the payroll. Using your draft parking plan required in B.4. of the technical proposal, which requires that you estimate the number of people needed to staff the total parking

operation, project the Direct Labor Cost for each year of the Contract. This becomes your Direct Labor Cost Estimate.

## **Permits and Licenses**

The selected provider shall, at its sole cost and expense, identify, obtain and maintain all necessary federal, state and local permits necessary to provide these services.

## **Department Provided Supplies and Equipment**

1. Admission and parking credentials for scheduled staff.
2. Telephones for the office trailer with two dedicated phone extensions.
3. Cash counting machines and coin/cash wrappers.
4. Signage supplies and equipment including:
  - Line striping gun, white rope, green stakes, white plastic chain, cable ties, duct tape, nails, bailing wire, paint brushes, cones/barrels, spray paint, solid metal posts, field marking paint, re-rod, bike racks sand bags and snap ties.
5. Signage for the parking lots, roadways and entrances/exits.
6. For processing parking sales:
  - Tickets, report forms, receipt books.
7. For camping sales
  - Receipts, camping reservation forms and maps for all campers located on Fairgrounds.
8. Porta-potties

## **Proposal Contents**

Your original proposal and three copies shall be submitted in one sealed envelope or package clearly marked "Parking Management Services". Inside the sealed envelope or package, submit separate sealed envelopes or packages marked "Minimum Qualifications", "Technical Proposal" and "Fee".

- A. In the enveloped marked "Minimum Qualifications" provide documentation or other information demonstrating that:
  1. The provision of parking management services is the primary focus of your business operation.
  2. You have a minimum of five (5) consecutive years of documentable and verifiable experience in providing parking management services which demonstrate that you have:
    - a. Planned, set up, managed and operated at least five events per year that included directly providing parking services at mass gathering type events (i.e. concerts, athletic events, fairs, festivals, etc.) involving at least 4,500 vehicles parked per day in multiple lots owned, operated, leased or used by the selected proposer.



- b. Worked with the appropriate police agencies and departments of transportation in the planning and executing of these parking services.
  3. Provide references from a minimum of 3 entities that are currently utilizing your parking services and which include at least two mass gathering events as described above. These references will be contacted by a Department staff member for verification.
- B. In the envelope marked "Technical Proposal", in accordance with items 1 through 6 under "Proposer Provided Services", submit the following:
1. An explanation of the history of your company that outlines your experience in the parking management business including the number of years you have been in business and the types, sizes and locations of the parking operations you have managed.
  2. A list of the mass gathering type events along with a written description of the event that includes the number of cars parked, the number of parking lots utilized, the estimated total attendance at the event and a summary of the parking management plan utilized for each specific event. This list shall be only for events which meet the criteria set forth under "Minimum Qualifications".
  3. An outline of what the management team shall consist of in terms of positions and duties and the individuals who will be part of that management team including their resumes. It must include a proposed organization chart and explanation that takes into account the following duties of the management team: administrative (i.e. hiring and scheduling, keeping accurate time cards and coordinating the payroll) and dispatching; On Grounds Parking (i.e. management of the multiple lots contiguous to the Fairgrounds and coordination with the State Police for the towing of vehicles); Off Grounds Parking (i.e. management of the multiple lots not contiguous to the Fairgrounds and coordination with the State Police for the towing of vehicles) and Revenue Processing (i.e. collection and reconciling of parking revenue). The proposed management team must have at least 5 years of experience in the planning, setting up, management and operation of large parking operations which must be reflected in the resumes that are submitted.
  4. A draft parking management plan that should include how you propose providing the services outlined in "Proposer Provided Services" for the Fair that must include an estimate of the number of people needed to staff the total parking operation, a breakdown of staff by parking lot and a proposed schedule of hours and staffing for a typical day of the Fair. A breakdown of the number of cars parked in each of the paid parking lots and a breakdown of credentials provided per non-paid parking lot for 2011 is included as Attachment #4.
  5. A written statement on how your organization will accomplish the following employee training programs:
    - a. Guest relations as it relates to courtesy, giving directions and Fair knowledge.

- b. Safety training including job hazards such as sunburn, heat exhaustion, prohibition of alcohol and drug use.
  - c. Duty specific training for all employees.
  - d. Audit control procedures for all employees handling tickets and/or cash.
6. A list identifying the equipment and vehicles that will be used to perform the specified activities under this contract including the equipment and supplies listed in item #6 of Proposer Provided Services.
- C.** In the envelope marked "Fee", for each year of the five year contract, submit on Attachment #5, Fee Schedule, the Management Fee which you will charge to provide the services requested and the Direct Labor Cost Estimate to include direct labor, fringe benefits and payroll preparation costs based upon the number of employees you will use to provide the services. Use the form provided. Do not make any changes to it.

## **Insurance**

Prior to the commencement of the lease by the borrower hereunder, they shall file with The People of the State of New York, New York State of Agricultural and Markets (hereinafter referred to as "Agricultural and Markets"), Certificates of Insurance evidencing compliance with all requirements contained in this Contract. Such Certificates shall be of form and substance acceptable to Agricultural and Markets.

Acceptance and/or approval by Agricultural and Markets does not and shall not be construed to relieve the borrower of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the borrower; shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to Agricultural and Markets; shall be primary and non-contributing to any insurance or self insurance maintained by Agricultural and Markets; shall be endorsed to provide written notice be given to Agricultural and Markets, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to (*insert state agency name and exact address to where you want the COI mailed to*)

The borrower shall be solely responsible for the payment of all deductibles and self insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by Agricultural and Markets. Such approval shall not be unreasonably withheld.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Borrower shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Borrower shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverage's during the period of time such coverage's are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Borrower shall supply Agricultural and Markets updated replacement Certificates of Insurance, and amendatory endorsements.

The borrower, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- a) Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and shall name The People of the State of New York, its officers, agents and employees as additional insured's.
- b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. If employees will be working on, near or over navigable waters, US Longshore and Harbor Workers Compensation Act endorsement must be included.
- c) Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles and shall name the People of the State of New York, its officers, agents and employees as an additional insured.
- d) Employee dishonesty including third party coverage on money, securities or property other than money and securities including property in the care custody or control of the contractor in an amount of \$250,000. The coverage shall include all employees including contract and temporary, whether identified or not, acting alone or in collusion with others.

Waiver of Subrogation. Borrower shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against Agricultural and Markets, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if borrower waives or has waived before the casualty, the right of recovery against

Agricultural and Markets or (ii) any other form of permission for the release of Agricultural and Markets.

### Selection Process

Proposals that do not meet the Minimum Qualifications will not be considered.

The successful proposer will be selected based upon verification of the references and evaluation of each proposer's technical proposal, by a selection committee composed of Department officers and employees and the evaluation of each proposer's Fee by the Department's Division of Fiscal Management. The points awarded for the technical evaluation and the fee evaluation will be combined to determine the final score and ranking of proposals. Below are the maximum points that may be awarded in each category:

Technical Component: **60 points**. Proposals must describe and demonstrate the following attributes, which will be rated and ranked in accordance with the following:

1. The number of years of experience and the type and size of the parking operations that the proposer has managed. (10 points)
2. The number of mass gathering type events and the size of the events in terms of cars parked by the proposer. This will include a review of the summaries of the parking management plans for each event. (15 points)
3. The experience of the management team both in terms of their overall years of work in parking management as well as the size and type of the parking operations as reflected in the outline and resumes that must be provided. This will also include a review of the organizational chart and related explanation focusing on the specific areas identified under the "Technical Proposal" in terms of how the proposal demonstrates that it will accomplish the specified activities under this contract. (10 points)
4. The detail of the draft management plan in terms of demonstrating the ability of the proposer to adequately staff the parking lots overall as well as the specific locations of staff within each parking lot. (15 points)
5. The detail of the employee training as it relates to providing an understanding of guest relations, safety training, job specific training and audit controls. (5 points)
6. Ability to show that all of the equipment and supplies proposed to be used will be sufficient to perform the specified activities under this contract. (5 points)

Fee Component: 40 points. Points will be determined for each component using these formulas:

Total Management Fee	35	x	$\frac{\text{lowest fee}}{\text{fee being evaluated}}$
Total Direct Labor Cost Estimate	5	x	$\frac{\text{lowest estimate}}{\text{estimate being evaluated}}$

The points for the technical and fee components will be added together, and the proposal with the highest number of points will be awarded the contract.

### **Reservation of Rights**

The Department reserves the right to:

- Reject any or all proposals received with respect to this request;
- Decline to award a contract from this request;
- Require clarification from any proposer to assure a full understanding of the responsiveness to the requirements of the request;
- Waive or modify minor irregularities in proposals received;
- Request from proposer additional information deemed necessary to more fully evaluate its proposal or to provide or supplement absent required forms. Proposers will have three (3) business days to respond to the request;
- Amend this request after its release, with appropriate written notice posted on the Department's website; and
- Negotiate with any or all proposers within the request requirements, in the best interest of New York State.

### **Notification of Award**

The Department will notify the selected proposer in a written confirmation. Unsuccessful proposers will be notified by the Department within ten business days after the award.

### **Debriefing – Protest**

Pursuant to section 163(9)(c) of the State Finance Law, an unsuccessful proposer has the right to a debriefing. An unsuccessful proposer must request a debriefing within thirty (30) days from the date of the notification of the award. To request a debriefing, contact Emma Graham, Division of Fiscal Management, in writing or via e-mail at [emma.graham@agriculture.ny.gov](mailto:emma.graham@agriculture.ny.gov).

An unsuccessful proposer may protest the award by filing a protest, in writing, with the Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11<sup>th</sup> Floor, Albany, New York 12236.

## **New York Law**

The provisions of New York law shall apply to the contract and to all claims, actions and other proceedings arising out of the contract.

## **Approvals**

The contract shall be subject to the approval of the Attorney General of the State of New York and the Comptroller of the State of New York.

## **NYS Standard Vendor Responsibility Questionnaire**

The contractor agrees to fully and accurately complete the Vendor Responsibility Questionnaire, which is attached as Attachment #6 (hereinafter the "Questionnaire"). The contractor acknowledges that the Department's execution of the Contract will be contingent upon the Department's determination that the contractor is responsible, and that the Department will be relying upon the contractor's responses to the Questionnaire in making that determination. The contractor agrees that if it is found by the Department that the contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Department may terminate the Contract by providing ten (10) days written notification to the contractor. In no case shall such termination of the Contract by the Department be deemed a breach thereof, nor shall the Department be liable for any damages for lost profits or otherwise, which may be sustained by the contractor as a result of such termination.

Contractors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.gov/vendrep](http://www.osc.state.ny.gov/vendrep) or go directly to the VendRep System online at <https://portal.osc.state.ny.gov>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email [ciohelpdesk@osc.state.ny.gov](mailto:ciohelpdesk@osc.state.ny.gov). Contractors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.gov/vendrep](http://www.osc.state.ny.gov/vendrep) or may contact the State Agency or the Office of the State Comptroller for a copy of the paper form.

## **Labor Peace Agreement**

As a condition of receiving this contract for the provision of parking management services during the New York State Fair, and to protect the New York State Department of Agriculture and Markets' financial interest, the selected proposer agrees to enter into a Labor Peace Agreement with a bona fide labor organization which represents a substantial number of parking and related service employees in the State, and is actively representing or seeking to represent the parking management employees. "Labor Peace Agreement" means an agreement enforceable under federal law with a

labor organization that includes a promise by the labor organization on behalf of itself and its members not to engage in any strikes, boycotts, work stoppages, corporate campaigns, picketing or other economic action against the selected contractor or any part of the New York State Fair. The Labor Peace Agreement shall not include any provision requiring any employee to become a member of a labor organization, or apply to any employee that does not work for the selected proposer. The Labor Peace Agreement shall provide for termination in the event the labor organization signing the agreement is found by an arbitrator or court of competent jurisdiction to have violated its terms. The Labor Peace Agreement shall be in effect for the Term of this Agreement.

## **Appendix A**

Appendix A, which is attached to this RFP (Attachment #7) and also posted on the Department's website at [www.agriculture.ny.gov](http://www.agriculture.ny.gov), contains standard clauses that are required in all State contracts. Appendix A will be a part of any contract awarded under this RFP, and the successful contractor(s) will be responsible for complying with the terms and conditions contained therein.

## **Certification Pursuant to NYS Tax Law Section 5-A**

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect State sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a contractor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms can be found at <http://www.tax.ny.gov/forms>. Form No. ST 220-TD must be filed with and returned directly to DTF. Unless information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new Form No. ST-220-TD must be filed with DTF.

Form ST-220-CA (Attachment #8) should be filed with the Department upon receipt of award certifying that the contractor filed the ST-220-TD with DTF. The contractor should complete and return the certification forms within two business days of request (if the forms are not completed and returned upon receipt of the notice of award). Failure to make either of these filings may render a bidder non-responsive and non-responsible. Proposer shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law. Vendors may call DTF at 1-800-698-2931 for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF.

### **Minority & Women Owned Business Equal Opportunities & Goals**

See Clause 12, Equal Employment Opportunities for Minorities and Women, in Appendix A. For this contract the Department has established the following goals:

- Minority business enterprises 10%
- Women owned business enterprises 10%
- 

See Attachment #9 for additional Minority & Women Owned Business Equal Opportunities & Goals requirements.

### **MacBride Fair Employment Principles**

Chapter 807 of the Laws of 1992 prohibits a State department from contracting for the supply of goods and services or construction with any contractor who does not agree to stipulate that it either has no business operations in Northern Ireland, or if it does have such business operations, it shall take lawful steps in good faith to conduct such operations in accordance with the MacBride Fair Employment Principles, if there is another contractor who will execute such stipulation and provide the goods and services or construction of comparable quality at a comparable price. The stipulation is included as Attachment #10.

### **Summary of Department's Policy Regarding State Finance Law Sections 139-j & 139-k**

Pursuant to State Finance Law Sections 139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the Department of Agriculture and Markets and an offeror/bidder during the procurement process. (Attachment #11 -- "Guidelines Regarding Permissible Contacts During a Procurement and The Prohibition of Inappropriate lobbying Influence".) An offeror/bidder is restricted from making contacts from the earliest notice of intent to solicit bids/proposals through final award and approval of the Procurement Contract by the Department, and, if applicable, Office of the State Comptroller ("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 Section 139-j(3)(a). Designated staff, as of the date hereof, are identified in this solicitation. Department employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offeror/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 year period; the offeror/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found in the Department's Guidelines, which are attached, and on the Office of General Services Website at <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

The Department has designated the following staff members to receive contacts pertaining to this RFP:

Emma Graham  
Division of Fiscal Management  
Telephone: (518) 457-0864  
Fax: (518) 485-7750  
E-mail: [emma.graham@agriculture.ny.gov](mailto:emma.graham@agriculture.ny.gov)

Judy Giovannetti  
Division of Fiscal Management  
Telephone: (518) 457-6172  
Fax: (518) 485-7750  
E-mail: [judy.giovannetti@agriculture.ny.gov](mailto:judy.giovannetti@agriculture.ny.gov)

### **Non-Collusive Bidding Certification**

Section 139-d of the State Finance Law requires that proposers submit a non-collusive bid certification with their bid. The Statement is included as Attachment #12.

### **Workers' Compensation & Disability Benefits Insurance**

The Worker's Compensation Law requires that before a New York State Agency may enter into any contract, the contractor must submit proof that he or she has obtained the required worker's compensation and disability benefits coverage, or that he or she is not required to provide coverage. If you are selected as the successful proposer, before we can contract with you, you must provide us with the necessary proof of coverage completed by your insurance carrier and/or the Worker's Compensation Board on a form approved by the Worker's Compensation Board.

### **Restrictions on Communications with Department of Agriculture and Markets and Division of the State Fair Staff**

Proposers shall make no unsolicited contact with any Department or Division personnel regarding this proposal, except that proposers may contact Emma Graham in writing or by email at [emma.graham@agriculture.ny.gov](mailto:emma.graham@agriculture.ny.gov)

### **Cost Liability**

The State of New York and the Department assume no responsibility or liability for costs incurred by proposers in preparing and submitting their proposals in response to this request.

### **Freedom of Information**

The selected proposer's proposal and any contract resulting from this request for proposals are subject to the provisions of New York's Freedom of Information Law, Public Officers Law, Article 6.

New York State Fair  
Parking Positions

**Office Assistant:** Responsible for reviewing employee time sheets and comparing to scheduled hours. Assists in assigning employees and coordinating department needs.

**Parking Cashier Supervisor:** Works directly with the parking lot head cashiers in the issuance of tickets and collection of cash receipts. Receipts are collected four or more times a day, reconciled by parking lot and prepared for deposit to the Cashiers' Office. After the conclusion of each day, total cash receipts are reconciled to the number of tickets sold.

**Vehicle Gate Supervisor:** Responsible for issuing tickets to vehicle gate admission ticket sellers, reconciling daily sales by seller and preparing cash receipts for deposit to the Cashiers' Office. A final reconciliation is completed each day.

**Parking Lot Supervisor:** Responsible for supervising the operation of the parking lot. This includes supervising the cashiers and parking attendants and coordinating staffing levels with the Parking Office.

**Head Cashiers/Vehicle Gate Head Cashier:** Responsible for issuing tickets to cashiers, accounting for ticket inventory, collecting revenue for cashiers and reconciling daily sales to tickets sold.

**Line Cashiers:** Directly supervise the parking lot cashiers. Provide change for cashiers, provide additional tickets and ensure that tickets are being issued to customers by cashiers.

**Parking Cashiers/Vehicle Gate Cashiers:** Collect the parking fee and issue a ticket for each fee collected.

**Parking Attendant:** Responsible for directing cars to park in designated areas and in an orderly fashion.

**Parking Management Contract**

**Summary of Revenue Procedures**

Within the provisions of the Parking Management Contract, the Parking Contractor is responsible for the operation of the paid parking lots during the annual State Fair. The revenue aspect of the parking operation consists of selling the daily public parking fee, selling temporary RV credentials and selling admission tickets at vehicle gates.

In concert with the State Fair's Parking Coordinator and under the supervision of the State Fair's Fiscal Managers, responsibilities of the Parking Contractor with regard to revenue include, but are not limited to, the following:

- training and supervising employees that sell the parking, camping and admission tickets;
- establishing methods of accountability for tickets and monies;
- safekeeping of monies collected until deposited with the Fair's cashier;
- documentation of daily operations through paperwork; and
- final reconciliation of revenues received to items sold.

Specific instructions will be given to the selected contractor upon execution of a contract. The procedure that is generally followed is this:

- The State Fair's Fiscal Management Department approves the Contractor's training and accountability plans with regard to revenue prior to their implementation.
- The Fair's Fiscal Managers review detailed revenue collection procedures with the camping, parking and vehicle gate revenue supervisors. The Parking Contractor works closely with the Fair's Fiscal Management staff to resolve any problems or discrepancies concerning revenue procedures and the daily reconciliation of revenue to items sold.
- The numbered admission tickets and parking credentials to be sold at the parking lots are provided by Fair's Fiscal Managers. Tickets are issued to the Parking Contractor following the Fair's standard ticket issuance procedures.
- The starting bank and any change required throughout the day is supplied by the State Fair's Cashier's Office. Frequent cash pick ups and deposits to the State Fair Cashier must be made throughout the day (at least 5, more depending on the volume of cash being handled).
- Unannounced audits by the Internal Audit staff or Fiscal Managers may occur at any time. Parking attendants and cashiers should not have any cash on their person, other than cash related to the parking and entry ticket operation.
- The Parking Contractor must submit reconciliation paperwork and unsold tickets to the State Fair Cashiers' Office by noon of the following day. These then go to Fiscal Management for review and verification with the Cashier's Office.
- The Parking Contractor is to report to Fiscal Management any discrepancies of more than \$50.00. If one individual seller or parking lot is off repeatedly, either over or under, the Parking Contractor is to inform the Fair's Fiscal Management staff of the action that will be taken to resolve the problem.
- At the conclusion of or at any time during the Fair, the unsold tickets and stickers will be inventoried by the Fair's Fiscal Management staff. Fiscal Management will verify those results against the daily reports submitted by the Contractor and the Contractor's final sales accountability report.

**Parking Management Services  
Part 3 - Fee Sheet**

This form must be completed. Only those proposals with a completed Fee Sheet will be accepted for review. All other cost proposal formats will be disqualified.

**Component 1 – Management Fee**

	Year 1	Year 2		Year 3		Year 4		Year 5	
	2012		2013		2014		2015		2016

Fee to Department:                    \_\_\_\_\_

The Lowest fee offered over the 5-year period earns 35 points. Each of the other proposer’s fees will be compared to the lowest fee and given a score based on this formula:

$$35 \times \frac{\text{lowest fee}}{\text{fee being evaluated}}$$

**Component 2 – Direct Labor Cost Estimate**

	Year 1	Year 2	Year 3	Year 4	Year 5			
	2012		2013		2014		2015	2016

Direct Labor  
Cost Estimate:                    \_\_\_\_\_

The lowest direct labor cost estimate offered over the 5-year period earns 5 points. Each of the other proposer’s fees will be compared to the lowest fee and given a score based on this formula:

$$5 \times \frac{\text{lowest estimate}}{\text{estimate being evaluated}}$$

\_\_\_\_\_  
Signature of Proposer Authorized Representative and Title

\_\_\_\_\_  
Print Name and Title of Representative Signing Above

\_\_\_\_\_  
Date

**Non Discrimination in Employment in Northern Ireland**

**NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:**

**MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with section 165 of the State Finance Law, the bidder, by submission of this bid certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) has business operations in Northern Ireland;

Yes\_\_\_ or No\_\_\_

If yes:

(2) shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes\_\_\_ or No\_\_\_

---

**Signature**



**State of New York**  
 Department of Agriculture  
 and Markets  
**10B Airline Drive**  
**Albanv. NY 12235**

**Guidelines Regarding Permissible  
 Contacts  
 During a Procurement and  
 the Prohibition of Inappropriate**

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005 (collectively referred to as the “Lobbying Law”), makes major changes to the Legislative Law and State Finance Law relative to lobbying on government procurements. More specifically, the Lobbying Law creates two new sections in the State Finance Law: Section 139-j addresses the disclosure of “contacts” during the procurement process; and Section 139-k addresses the disclosure of contacts and the responsibility of Offerors<sup>1</sup> during the procurement process. The Lobbying Law applies to all procurements initiated on or after January 1, 2006. In this regard, a procurement means a contract or agreement involving an annual expenditure in excess of \$15,000 for a commodity, service, technology, public work, or construction; purchase, sale or lease of real property; or revenue contract.

In conformity with the Lobbying Law, during procurement’s restricted period<sup>2</sup> the only Department employee(s) that the Offeror may “Contact” is/are the Department designated contact person(s) for that procurement. In this regard, “Contact” means any oral, written or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence a procurement. Exceptions to this rule include:

- submission of a written proposal in response to an RFP, IFB or any other solicitation method;
- submission of written questions as part of an RFP, IFB or other solicitation method where all written questions and written responses will be provided to all Offerors;
- participation in a pre-proposal or pre-bid conference scheduled as part of an RFP, IFB or other solicitation process;
- written complaints by an Offeror that the Department designated contact for a procurement fails to respond in a timely manner;

<sup>1</sup> An Offeror is an individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts the Department about a procurement during the restricted period.

<sup>2</sup> The period of time commencing with the earliest written notice, advertisement or solicitation of a Request for Proposals “RFP”, Invitation for Bids “IFB”, solicitation of proposals or any other method for soliciting responses from Offerors intending to result in a procurement contract by the Department, and ending with the final contract award and approval by the Department, and OSC (if required).



**State of New York**  
Department of Agriculture  
and Markets  
**10B Airline Drive**  
**Albanv. NY 12235**

**Guidelines Regarding Permissible  
Contacts  
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- negotiations with the Department following tentative award; contacts between designated Department staff and Offeror to request the review of a contract award; and
- communications with the Department regarding an appeal, protest or other review of a procurement, participation in an administrative or judicial proceeding regarding a procurement and complaints regarding a procurement made to the Attorney General, Inspector General, District Attorney, or State Comptroller.

An Offeror shall not, under any circumstances, attempt to influence a Department procurement in a way that violates or attempts to violate: Public Officers Law Section 73(5), relating to gifts intended to influence; or Public Officers Law Section 74, relating to the code of ethics for employees of State agencies.

An Offeror who contacts the Department regarding a procurement during the restricted period must be prepared to provide the following information: name, address, telephone number, place of principal employment and occupation of the person or organization making the contact, and whether the person/organization making the contact is the Offeror or is retained, employed or designated by or on behalf of the Offeror to appear before or contact the Department about the procurement. The Department's Report of Contact Form is attached as Form 1.

An Offeror that submits a proposal, bid or other response to a Department RFP, IFB or other solicitation method must:

- Affirm that it understands and agrees to comply with these guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence. (The Offeror's Affirmation of Understanding and Agreement is attached as Form 2.);
- Certify that all information provided to the Department with respect to the Lobbying Law is complete, true, and accurate. (The Offeror's Certification of Compliance is attached as Form 3.);
- Disclose whether any governmental entity has, within the prior four years, found the Offeror non-responsible due to a violation of the Lobbying Law or the intentional provision of false or incomplete information. (Included in the Contractor Responsibility Questionnaire.)





**State of New York**  
Department of Agriculture  
and Markets  
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**Albanv. NY 12235**

**Guidelines Regarding Permissible  
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Further, all Department procurement contracts will contain a provision authorizing the Department to terminate the contract in the event such Certification of Compliance is found to be intentionally false or incomplete.

Any alleged violations of the Department's guidelines or the Lobbying Law regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence will be reported to the Department's Ethics Officer for investigation. If there is sufficient evidence to indicate the allegation may be true, the Department shall give the Offeror reasonable notice that an investigation is ongoing and an opportunity to be heard in response to the allegation. At the Department's discretion, the opportunity to be heard may be provided either by giving the Offeror the opportunity to meet with the Department staff conducting the investigation or by convening a hearing before an impartial hearing officer at the Department's Albany office. In either case, a written report including findings, conclusions, and a recommended decision will be forwarded to the Commissioner or his or her designee for review and a final determination. A determination that an Offeror has knowingly and willfully committed such a violation may result in a finding that the Offeror and its subsidiaries are non-

responsible and therefore ineligible for award of the procurement contract. A second determination of non-responsibility for such a violation within four years of the first such determination may render the Offeror and its subsidiaries ineligible to submit a bid or proposal or be awarded a procurement contract for four (4) years from the date of the second determination. The Department will notify the New York State Office of General Services ("OGS") of any determinations of non-responsibility or debarments due to violations of the Lobbying Law.

If you require further guidance on the new Lobbying Law, you are encouraged to visit the Advisory Council on Procurement Lobbying website at <http://www.ogs.State.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html> where Frequently Asked Questions "FAQ's" adopted by the Council have been posted.

**Offeror's Affirmation of Understanding and Agreement  
Pursuant to State Finance Law §139-j(3) and §139-j(6)**

**Instructions:**

Pursuant to State Finance Law §§139-j and 139-k, this solicitation imposes certain procurement lobbying limitations. Offerors are restricted from making contacts during the procurement's "Restricted Period" (from the issuance of the solicitation document until the date of the contract's final approval by the State Comptroller) to other than designated staff, unless the contact falls within certain statutory exceptions ("permissible contacts"). Agriculture and Markets' employees are required to obtain certain information from Offerors and others whenever there is a contact about the procurement during the Restricted Period, and are required to make a determination of the Offeror's responsibility that addresses the Offeror's compliance with the statutes' requirements. Findings of non-responsibility result in rejection of contract award, and if an Offeror is subject to two non-responsibility findings within four years the Offeror also will be determined ineligible to submit a proposal on or be awarded a contract for four years from the date of the second non-responsibility finding. Further information about these requirements can be found at:

<http://ogs.ny.gov/Aboutogs/regulations/defaultAdvisoryCouncil.html>. As a prerequisite for participating in this procurement, an Offeror must provide the following Affirmation of Understanding and Agreement to comply with these procurement lobbying restrictions in accordance with State Finance Law §§139-j and 139-k.

**Offeror Affirmation and Agreement**

The Offeror affirms that it understands the procurement lobbying requirements set forth in State Finance Law §§139-j and 139-k, and agrees to comply with the Agriculture and Markets' procedures regarding permissible Contacts as required thereby.

Name of Offeror: \_\_\_\_\_

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

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

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

**Offerer Disclosure of Prior Non-Responsibility Determinations**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name and 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 years? (Please 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 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 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 circle):

No Yes

6. If yes, 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

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

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

**Offeror's Certification of Compliance  
Pursuant to State Finance Law §139-k(5)**

**Instructions:**

New York State Finance Law (SFL) §139-k(5) require that every contract award subject to the provisions of SFL §§139-k or 139-j shall contain a certification by the Offeror that all information provided to Agriculture and Markets with respect to SFL §139-k is complete, true and accurate.

At the time an Offer or Proposal is submitted to Agriculture and Markets, the Offeror/Proposer must provide the following certification that the information it has and will provide to Agriculture and Markets pursuant to SFL §139-k is complete, true and accurate including, but not limited to, disclosures of findings of non-responsibility made within the previous four years by any State governmental entity where such finding of non-responsibility was due to a violation of SFL §139-j or due to the intentional provision of false or incomplete information to a State governmental entity.

**Offeror Certification**

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

Name of Offeror: \_\_\_\_\_

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

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY  
SECTION 139-D OF THE STATE FINANCE LAW**

**BY SUBMISSION OF THIS BID, ANY 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 HIS/HER KNOWLEDGE AND BELIEF:**

[1] The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes 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 this 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; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], AND [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER(S) SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE.**

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Signature \_\_\_\_\_

Name (Typed) \_\_\_\_\_

Company Position \_\_\_\_\_

Company Name \_\_\_\_\_

Date Signed \_\_\_\_\_

**Sworn to before me this**

\_\_\_\_\_ **day of** \_\_\_\_\_, **2011**

\_\_\_\_\_  
**Notary Public**

Signature \_\_\_\_\_

Name (Typed) \_\_\_\_\_

Company Position \_\_\_\_\_

Company Name \_\_\_\_\_

Date Signed \_\_\_\_\_

**Sworn to before me this**

\_\_\_\_\_ **day of** \_\_\_\_\_, **2011**

\_\_\_\_\_  
**Notary Public**