

REQUEST FOR PROPOSALS

Audit Services FY 2005-2006 FY 2006-2007

The New York State Department of Agriculture and Markets (the "Department"), for itself and on behalf of the Industrial Exhibit Authority, is requesting proposals from certified public accountants to conduct an audit of the financial statements of the Division of the New York State Fair and the Industrial Exhibit Authority, as of March 31, 2006 and March 31, 2007.

Proposals must be received by the Department no later than 4:00 pm eastern daylight savings time on July 30, 2007. Proposals shall be addressed to:

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

Submit an original and four (4) copies of your proposal. Inquiries about this Request shall be directed to Emma Graham, contract officer, in writing at emma.graham@agmkt.state.ny.us and received no later than July 6, 2007. All questions and answers will be posted on the Department's website, www.agmkt.state.ny.us in the "Funding Opportunities" section. Answers will be posted as quickly as possible, but not later than July 13, 2007. The questions and answers, when posted, are part of this Request.

Introduction

The New York State Department of Agriculture and Markets is a civil department of the State of New York. Among its responsibilities is operation of the buildings and facilities referred to as the New York State Fairgrounds located in Syracuse, New York, and presentation of the annual New York State Fair, a twelve day event ending on Labor Day each year.

The Division of the New York State Fair (the "Division") is the organizational unit within the Department, which shares with the Industrial Exhibit Authority, responsibility for operation and maintenance of the Fairgrounds and presentation of the State Fair. (See, *Agriculture and Markets Law, Article 2-A*) Its offices are at 581 State Fair Boulevard, Syracuse, New York. The Division's chief operating officer is its Director, who is appointed by the Commissioner. The Division maintains its own financial books and records, which are located in its office in Syracuse, New York. Its budget (appropriation) for fiscal year 2006-2007 was \$22.4 million and it had cash disbursements of \$18.4 million according to records maintained by the Office of the State Comptroller.

The IEA is a public benefit corporation (See, *New York Public Authorities Law, Article 8, Title 3*) which owns and operates the buildings known as the Center of Progress, the International Building and the Administration Building (the "IEA"). The IEA also owns and operates the grandstand and owns the land formerly occupied by the farm meeting building. All are located on the Fairgrounds. Its offices are also at 581 State Fair Boulevard, Syracuse, New York. The IEA is governed by a seven member board composed of the Commissioner of Agriculture and Markets, the Director of the Budget and five other persons appointed by the Governor. The Board presently meets monthly and is responsible for establishing policies, procedures and controls for the IEA's operation. The IEA's chief operating officer is its Manager, who is appointed by its Board. The IEA maintains its own financial books and records which are located in its offices in Syracuse, New York.

The Division and the IEA generate the majority of their revenue from the annual State Fair. Other revenue is realized from fees collected from private use of Division and IEA buildings and facilities, the sale of sponsorships, the private operation of concessions and the sale of advertising. The Division and the IEA must account for and report all revenue and expenditures to the Office of the State Comptroller pursuant to the State Finance Law and the Comptroller's policies and procedures.

There has been no recent independent audit of the financial statements of the Division or the IEA.

Scope of Work

The auditor shall audit the financial statements of the Division and the IEA as of March 31, 2006 and March 31, 2007 and issue an opinion as to whether the financial statements are presented fairly in all material respects. Copies of those statements are attached and are part of this RFP. The auditor shall determine whether the financial transactions of the Division and the IEA comply with the applicable provisions of the State Finance Law and the policies and procedures of the Office of the Comptroller of the State of New York.

The audit shall be performed in accordance with auditing standards generally accepted in the United States of America and the most recent standards applicable to financial audits contained in government auditing standards issued by the Comptroller General of the United States.

The auditor shall prepare and submit in writing a separate management letter regarding any significant findings which come to the auditor's attention during the conduct of the audit. The letter shall include recommendations as to those findings, concerning, but not limited to, improvements needed in accounting systems, policies and procedures; immaterial instances of noncompliance with laws, rules and regulations, if any, and other matters of significance in the auditor's opinion.

Prior to issuance of the final management letter, the auditor shall deliver a draft copy to the Department/Division and the IEA for review and response.

The auditor will be required to meet separately or jointly with the Department/Division and the IEA Board for the purpose of discussing the audit and its conclusions. The meeting with the IEA will be held in Syracuse, New York. The meeting with the Department/Division may be held in Syracuse, New York or Albany, New York at the Department's option.

Terms of Engagement

The engagement shall begin on September 12, 2007. The engagement shall end not later than December 31, 2007.

The audit report, management letter and any other written report or document to be made publicly available shall be made available to the Division and the IEA upon completion of the audit but not later than December 31, 2007.

The auditor shall provide one unbound reproducible master of the audit report, management letter and any other written report to be made publicly available, one electronic copy of each foregoing document and twenty five (25) bound copies.

All working papers must be maintained, at the auditor's expense, for a minimum of five years from the close of the engagement. The auditor shall make the working papers available upon request to the Department, the Division, the IEA and the Office of the State Comptroller.

Schedule for Proposals

- Proposal release June 22, 2007
- Question deadline July 6, 2007
- Answer posting July 13, 2007
- Proposal submission July 30, 2007
- Auditor selection August 7, 2007

Minimum Qualifications

**SUBMIT IN A SEPARATE SEALED ENVELOPE MARKED
"AUDIT-RFP – MINIMUM QUALIFICATIONS"
[AUDITOR NAME]**

- The proposer must be licensed as a certified public accountant pursuant to Article 149 of the Education Law of the State of New York and be in current good standing. The proposer must provide the full name and New York State CPA license number for each member, partner, associate or employee of the proposer who will, or may, be engaged in the audit.
- The proposer must submit a copy of its most recent peer review and a statement whether the review included an examination of specific government or public-sector engagements, and, if so, identify each engagement.
- An affirmative statement that the proposer is independent of the Department, the Division and the IEA as defined by the

standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

- A statement whether the proposer has been the subject of any disciplinary action within the past three years, or if such action is pending by state regulatory bodies or professional organizations. If such action has occurred or is pending a complete description of each such action must be provided.

Technical Proposal Content/Format

SUBMIT IN A SEPARATE SEALED ENVELOPE MARKED “AUDIT RFP – TECHNICAL PROPOSAL” [AUDITOR NAME]

1. A title page showing the request for proposals subject; auditor's name; the name, address and telephone number of the contact person and the date of the proposal.
2. An introduction describing the proposer, the name of the person authorized to make representations for and to bind the proposer, including titles, mailing addresses, e-mail addresses and telephone numbers.
3. A statement of the proposer's understanding of the engagement and the staffing level suggested for this engagement.
4. A description of the proposer's capacity to timely, completely and accurately provide the required services and reports
5. The names, addresses and contact numbers of three references for which audit services of similar size and scope, or larger, have been provided by the proposer.

Fee Proposal

SUBMIT IN A SEPARATE SEALED ENVELOPE MARKED “AUDIT RFP – FEE PROPOSAL” [AUDITOR NAME]

State in United States dollars the total amount the proposer will charge to provide the requested audit services.

The proposed fee shall include all costs for professional services, labor, travel, report preparation, printing and all other expenses incurred by the auditor.

Evaluation Procedures

The proposals will be evaluated by the Department's Division of Fiscal Management, which will rank the proposals (see below) and make a recommendation to the Division and the IEA as to which proposer, or proposers, are best qualified to provide the audit services.

The contract award will be made jointly by the Division and the IEA.

Qualifying proposals will be evaluated by comparing each proposer's:

- understanding of the engagement (Component 3, above);
- qualifications to provide the services sought (Component 4, above);
- references (Component 5, above); and
- fee

with the same component in all other proposals. The highest ranked component will receive one point, the next highest, two points and so on, until all similar components have been awarded points. The remaining components will be evaluated the same way, including the fee component.

OTHER CONSIDERATIONS

Only proposers that have submitted complete information will be considered.

The Department and the IEA reserve the right to:

- reject any or all proposals received with respect to this RFP;
- waive or modify minor irregularities in proposals received;
- request from a proposer additional information deemed necessary to more fully evaluate its proposal; and
- amend this RFP after its release, with appropriate written notice posted on the Department's website.

All proposals submitted in response to this RFP will become the property of the New York State Department of Agriculture and Markets and the Industrial Exhibit Authority.

TERMS OF AGREEMENT

The agreement will incorporate this Request for Proposals and the successful proposer's proposal among its provisions.

Payment will be made as follows: 25% of the fee upon approval of the agreement by the State Comptroller; 50% of the fee upon provision of the draft audit report and management letter and the remaining 25% upon acceptance of the auditor's work by the Division and the IEA.

The *Standard Contract Provisions* which are attached to this RFP will be part of the agreement between the auditor, the Division and the IEA. Please read and execute where indicated and return the Standard Provisions with your original proposal.

CERTIFICATION PURSUANT TO NEW YORK STATE TAX LAW SECTION 5-A

Pursuant to Tax Law Section 5-a, you are required to certify to the Tax Department that you are registered to collect New York State and local sales and compensating use taxes, if you made sales of tangible personal property, delivered by any means, to locations within New York State or you provided taxable services, having a cumulative value in excess of \$300,000 measured over a specified period. In addition, you must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. You must also certify to the procuring state agency that affiliates and subcontractors have filed a correct and complete certification with the Tax Department. The successful proposer will be required to complete and sign, under penalty of perjury, the Contractor Certification Form ST-220-TD and the Contractor Certification to Covered Agency Form ST-220 – CA. The Contractor Certification Forms are available from the Department of Tax and Finance web site at http://www.tax.state.ny.us/forms/sales_cur_forms.htm#Other%20Sales%20Tax%20Forms.

The successful proposer will be required to complete and submit the Contractor Certification Forms within three (3) business days from the date of the request. Failure to respond timely may render a proposer non-responsive and non-responsible. Proposers shall take the necessary steps to provide properly certified forms, within a timely manner, to ensure compliance with the law. You may call the Tax Department at 1-800-698-2931 for all questions relating to Tax Law § 5-a, and relating to a company's registration status with the Tax Department. For additional information and frequently asked questions, please refer to the Department of Tax and Finance web site: <http://www.tax.state.ny.us/pdf/publications/sales/pub223-507.pdf>.

The Department and the IEA reserve the right to terminate the agreement in the event it is found that the certification filed by the proposer in accordance with § 5-a of the Tax Law is not timely filed during the term of the agreement, or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Department and the IEA may exercise their termination right by providing ten (10) days written notification to the Contractor.

MINORITY AND WOMEN OWNED BUSINESSES EQUAL EMPLOYMENT OPPORTUNITIES AND GOALS

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

- Minority business enterprises 1%
- Women owned business enterprises 1%

NOTIFICATION OF AWARD

The Department and the IEA will notify the successful proposer verbally, followed by a written confirmation. Each proposer whose proposal is not selected will be notified in writing by the Department and the IEA.

An agreement will be drafted by the Division/IEA and provided to the proposer. When in final form and executed by the successful proposer, the Division and IEA will submit the agreement for approval to the Attorney General of the State of New York and the Comptroller of the State of New York.

The Division/IEA and the Office of the State Comptroller reserve the right to audit the selected proposer's books and records relating to the performance under the contract during and up to three years after the completion of the project.

LIABILITY

The Department, Division and IEA shall not be held liable for any costs incurred by any individual or firm for work performed to prepare its proposal or for any travel or other expenses incurred in the preparation or submission of this proposal. Further, the Department, Division and IEA are not liable for any costs incurred prior to formal approval of the contract.

FREEDOM OF INFORMATION

All proposals submitted and all related contracts and reports may be subject to disclosure under the Freedom of Information Law.

**STATE FAIR RECEIPTS
EXPENDITURES as of October 31, 2006
For Fiscal 2005-2006**

EXPENDITURES

	<u>Actual</u>	<u>Projected</u>	<u>Difference</u>	<u>Encumbered</u>
PERSONAL SERVICE				
Permanent	379,364	371,381	7,983	0
Temporary	1,237,622	1,314,022	-76,400	0
OT/Holiday ##	84,484	24,350	60,134	0
TOTAL	<u>1,701,470</u>	<u>1,709,753</u>	<u>-8,283</u>	<u>0</u>
SUPPLIES	899,819	597,650	302,169	1,221
TRAVEL	324,117	319,980	4,137	0
CONTRACTUAL	8,397,787	7,830,000	567,787	26,213
EQUIPMENT	27,115	6,000	21,115	0
FRINGE BENEFITS	349,147	237,000	112,147	0
GENERAL	156,575	115,500	41,075	0
TOTAL OTPS	10,154,560	9,106,130	1,048,430	27,434
GRAND TOTAL	<u>11,856,030</u>	<u>10,815,883</u>	<u>1,040,147</u>	<u>27,434</u>
Revenue	11,769,764	11,263,437	506,327	
STIP Revenue	48,610	49,200	-590	
Grand Total Revenue	<u>11,818,374</u>	<u>11,312,637</u>	<u>505,737</u>	

OSC changed how the Fair time payroll was charged for 2005

State Fair Receipts Fiscal 2005-2006

CODE	DESCRIPTION	Budgeted Fiscal 05-06	Actual to Date	Special Project	Error Corrections	Total Adjusted Expenditures	Encumbered to Date	Over/Under Projections
	Personal Service							
41100	Permanent Regular	376,503	379,364	0	0	379,364	0	2,861
41200	Permanent Holiday	1,525	1,349	0	0	1,349	0	-176
41300	Permanent Overtime	22,300	20,588	0	0	20,588	0	-1,712
41350	Overtime Meals	650	796	0	0	796	0	146
42100	Temporary Employee	1,314,022	1,237,622	0	0	1,237,622	0	-76,400
42200	Temporary OT/Hol	0	61,751	0	0	61,751	0	61,751
	Grand Total	1,715,000	1,701,470	0	0	1,701,470	0	-13,530
	Supplies and Materials							
53100	Food Purchases	13,250	36,764	0	-1,855	34,909	230	21,889
53101	Rest.Services - Receptions/Hospitality	16,000	16,367	0	0	16,367	0	367
53102	Grandstand Catering/Food	75,000	69,500	0	0	69,500	0	-5,500
53104	Potato Booth - Food & Supplies	17,000	14,313	0	0	14,313	0	-2,687
53600	Gasoline	33,000	52,697	0	0	52,697	0	19,697
53601	Diesel Fuel	33,500	39,214	0	0	39,214	0	5,714
53602	Kerosene/Propane	4,800	2,480	0	0	2,480	0	-2,320
53610	Garage Supplies	50,000	51,950	-3,947	0	48,003	511	-1,486
53630	Plants/Landscaping Supplies	21,000	17,294	0	9,810	27,104	72	6,176
53631	Paper Towels/Toilet Paper	36,500	29,932	0	0	29,932	0	-6,568
53632	Garbage Bags	34,000	51,057	0	0	51,057	0	17,057
53633	Beer Cups	32,100	18,777	0	0	18,777	0	-13,323
53635	Fire Prevention/Safety Supplies	10,000	294	0	0	294	0	-9,706
53651	Clothing	14,000	12,510	0	704	13,214	0	-786
53660	Office Supplies	21,500	20,715	0	0	20,715	0	-785
53662	Troph., Plaques,Banners,Ribbons,etc.- Entry	42,500	46,567	0	0	46,567	0	4,067
53664	Decorations-Promotional Items	23,000	22,615	0	0	22,615	0	-385
53665	Photographic Supplies	6,500	5,181	0	0	5,181	0	-1,319
53700	Maintenance Supplies	70,000	71,837	-1,013	-5,857	64,967	408	-4,625
53701	Gravel/Dirt Products	0	10,855	-6,581	1,080	5,354	0	5,354
53702	Signs & Supplies - Vinyl,Blanks,etc	0	32,572	-174	0	32,398	0	32,398
53703	Audio Supplies	5,000	6,439	0	0	6,439	0	1,439
53704	Hardware Products	5,000	2,034	-391	626	2,269	0	-2,731
53705	Mason Supplies- Concrete/Block	0	8,804	-875	0	7,929	0	7,929
53706	Small Tools	5,000	11,830	0	-56	11,774	0	6,774
53708	Sec/Park Sup.-Locks/Rope/Barriers/Etc	0	589	0	0	589	0	589
53900	Electrical Supplies	0	56,171	-67,492	0	-11,321	0	-11,321
53901	Paint and Paint Supplies	0	15,819	-11,317	0	4,502	0	4,502

State Fair Receipts Fiscal 2005-2006		Budgeted	Actual to	Special	Error	Total Adjusted	Encumbered	Over/Under
DESCRIPTION	Fiscal 05-06	Date	Project	Corrections	Expenditures	to Date	Projections	
53902 Plumbing Supplies	0	14,490	-10,242	0	4,248	0	4,248	
53903 Lumber & Lumber Related	0	29,175	-24,403	0	4,772	0	4,772	
53904 Windows & Doors	0	76,272	-65,054	0	11,218	0	11,218	
Special Projects- Trauma Center	0	0	191,489	0	191,489	0	191,489	
53905 Heating Equipment	0	14,316	0	0	14,316	0	14,316	
Coding error	0	626	0	-626	0	0	0	
53906 Ag Supplies-Bedding, Feed, Shavings	34,000	39,763	0	7,064	46,827	0	12,827	
GRAND TOTAL	602,650	899,819	0	10,890	910,709	1,221	309,280	

CODE Travel

54320 Per Diem -Staff Perm. Overnight Expense	1,000	1,814	0	0	1,814	0	814
54341 Lodging - Horse Show Staff	17,000	14,184	0	0	14,184	0	-2,816
54342 Lodging - Fair Time Staff	0	1,425	0	0	1,425	0	1,425
54343 Lodging - State Police	270,000	270,000	0	0	270,000	0	0
54802 Mileage/Tolls/Etc - Employee Day Trips	50	26	0	0	26	0	-24
54900 Fair Time All Seasonal Travel Expenses	10,000	3,215	0	6,768	9,983	0	-17
54902 Bus Transportation/Bus Rental	45,000	33,453	0	4,551	38,004	0	-6,996
GRAND TOTAL	343,050	324,117	0	11,319	335,436	0	-7,614

Contractual Services

55190 Equipment Rental-Maintenance	50,000	75,038	-4,555	0	70,483	0	20,483
55191 Equipment Rental- Office	18,500	3,392	0	0	3,392	0	-15,108
55192 Music Equipment Rental	25,000	19,888	0	0	19,888	0	-5,112
55193 Table/Chair Rental	8,500	11,256	0	0	11,256	0	2,756
55194 Golf Cart Rentals	25,000	21,645	0	0	21,645	0	-3,355
55195 Stage Rental	55,000	57,000	0	0	57,000	0	2,000
55196 Sound & Lighting Rentals	115,000	112,120	0	0	112,120	0	-2,880
55197 Tent Rentals	58,000	69,460	0	0	69,460	0	11,460
55198 Equipment Rental - Agricultural Dept.	20,000	6,339	0	3,616	9,955	0	-10,045
55440 Building Repairs - Any Service Calls	11,500	3,590	-1,740	2,007	3,857	0	-7,643
55480 Equipment Repairs - Any/All	50,000	20,847	0	13,853	34,700	21	-15,279
55510 Natural Gas	200,000	197,687	0	259	197,946	7,840	5,786
55520 Electricity - Niagara Mohawk	900,000	294,013	0	38,962	332,975	0	-567,025
55521 Electricity - Solvay	9,500	436,890	0	-39,221	397,669	0	388,169
55540 Water	14,000	110,797	-93,642	0	17,155	0	3,155
55550 Sewer	95,000	0	93,642	0	93,642	0	-1,358
55800 Telephone Service	25,000	29,044	0	0	29,044	0	4,044
55810 EDP Telecommunications	8,200	460	0	0	460	0	-7,740
55820 Mobile Communications - Cell/Beepers	4,000	3,121	0	0	3,121	0	-879

State Fair Receipts Fiscal 2005-2006	Projected	Actual to	Special	Error	Total Adjusted	Encumbered	Over/Under
DESCRIPTION	Fiscal 05-06	Date	Project	Corrections	Expenditures	to Date	Projections
56077 Late Payment Interest Penalty	0	60	0	0	60	0	60
56200 Computer Support & Design Service	9,500	12,489	0	0	12,489	0	2,989
56310 Accounting Services	22,000	20,780	0	0	20,780	0	-1,220
56360 Advertising - Entire Contract	600,000	607,476	0	0	607,476	2,524	10,000
56320 Legal Services	0	0	0	0	0	0	0
56361 Printed Ads - In Magazines	2,500	7,558	0	0	7,558	0	5,058
56362 Advertising - Brochure Dist/Web/Fair Radio	24,000	17,282	0	0	17,282	1,200	-5,518
56380 Pest Control Contract	5,500	3,675	0	2,200	5,875	0	375
56381 Manure Removal	68,000	64,395	0	0	64,395	0	-3,605
56382 Cleaning of Grounds	155,000	153,500	0	0	153,500	0	-1,500
56383 Decoration Services- Set-Up, Rental	52,000	82,192	0	0	82,192	0	30,192
56384 Lawn Mowing Service	73,500	66,734	0	-1,460	65,274	0	-8,226
56385 Parking Service-Towing, Bus,Pumping	163,000	165,385	0	-11,319	154,066	0	-8,934
56386 Safe & Health - Fire, Ambulance	102,000	105,325	0	12,960	118,285	0	16,285
56387 Stage Management Contract	58,500	60,000	0	0	60,000	0	1,500
56388 Trash Service - Contract Plus OCRRA	100,000	97,738	0	0	97,738	9,068	6,806
56389 Maintenance Agreements	6,500	8,355	0	0	8,355	100	1,955
56400 Regist.Fees for Trade Shows/Confer.	1,350	3,384	0	0	3,384	0	2,034
56420 Subscriptions/ Magazines/Newspapers	2,200	2,844	0	0	2,844	0	644
56440 Memberships - Profess. Organizations	4,000	3,590	0	0	3,590	0	-410
56441 Memberships - Sanction Fees for Entry Dept.	11,000	10,671	0	0	10,671	666	337
56460 Security Services - Alarms, Armored Cars	2,750	2,600	0	0	2,600	0	-150
56481 Tram Ride %	7,100	5,510	0	0	5,510	0	-1,590
56482 Program Sales Commissions	8,700	0	0	0	0	0	-8,700
56483 Consultants - Off Season	10,000	10,122	0	0	10,122	0	122
56484 Consultants - Judges	39,300	42,696	0	0	42,696	170	3,566
56485 Consultants - Fair Time Other	125,000	152,397	0	-20,810	131,587	500	7,087
56486 Consultants - All Horse Show Staffing	82,500	72,451	0	7,850	80,301	2,500	301
56487 Consultants-County Fairs	1,000	6,129	0	0	6,129	24	5,153
56600 Postage - US Mail	32,500	26,871	0	0	26,871	0	-5,629
56601 Postage - Bulk Mail	4,000	0	0	0	0	0	-4,000
56602 Airborne Express Mail	1,000	1,331	0	0	1,331	0	331
56604 UPS Shipping Service	10,000	9,810	0	0	9,810	305	115
56700 Printing- General Other Than	32,000	26,802	0	0	26,802	0	-5,198
56701 Printing Fair Magazine	24,500	23,034	0	0	23,034	0	-1,466
56702 Printing Everything Entry Dept.	30,750	31,422	0	0	31,422	0	672

State Fair Receipts Fiscal 2005-2006		Projected	Actual to	Special	Error	Total Adjusted	Encumbered	Over/Under
DESCRIPTION		Fiscal 05-06	Date	Project	Corrections	Expenditures	to Date	Projections
56705	Printing Tickets/Credentials	38,500	32,514	0	0	32,514	0	-5,986
56740	Entertainment- International	10,000	10,425	0	0	10,425	0	425
56741	Entertainment - Activity Tent	14,500	13,930	0	0	13,930	0	-570
56742	Entertainment - Parade	27,000	20,865	0	2,567	23,432	0	-3,568
56743	Entertainment - Attractions	465,000	425,302	0	-2,567	422,735	0	-42,265
56744	Entertainment - Pan African	40,650	42,440	0	0	42,440	0	1,790
56745	Entertainment - General	24,000	29,500	0	0	29,500	0	5,500
56990	Chevrolet Court Fees	460,000	430,421	0	0	430,421	0	-29,579
56990	Coding Problem Emergency Roof Repair	0	15,649	0	0	15,649	0	15,649
56992	Grandstand Show Fees	2,100,000	2,717,928	0	0	2,717,928	0	617,928
56993	Insurance	530,000	402,060	0	0	402,060	0	-127,940
56994	Premium Awards	353,000	346,593	0	0	346,593	0	-6,407
56995	Strates Midway Ride Books	405,000	308,339	0	0	308,339	0	-96,661
	Special Project - Trauma Center	0	0	139,870	0	139,870	0	139,870
56996	Miscellaneous Services	60,000	224,626	-133,575	-29,588	61,463	1,295	2,758
GRAND TOTAL		8,091,500	8,397,787	0	-20,691	8,377,096	26,213	311,809
Equipment								
57260	Office Equipment	1,000	1,594	0	0	1,594	0	594
57280	Office Furniture	0	506	0	0	506	0	506
57480	Telephone Equipment	0	2,669	-884	0	1,785	0	1,785
57700	Computers	5,000	5,311	-375	0	4,936	0	-64
	Special Project - Trauma Center	0	0	8,389	0	8,389	0	8,389
57900	Other Equipment	0	17,035	-7,130	688	10,593	0	10,593
GRAND TOTAL		6,000	27,115	0	688	27,803	0	21,803
Fringe Benefits								
58800	Staff Benefits	275,000	342,307	0	0	342,307	0	67,307
58800	Fringe For Stagehands	0	6,840	0	0	6,840	0	6,840
GRAND TOTAL		275,000	349,147	0	0	349,147	0	74,147
General								
59400	Cost Recovery Allocation	16,000	57,624	0	0	57,624	0	41,624
59610	Refunds	15,000	19,705	0	0	19,705	0	4,705
	Unassigned	0	0	0	0	0	0	0
59401	Civil Service Recovery	1,500	0	0	0	0	0	-1,500
59700	Sales Tax	83,000	79,246	0	-2,206	77,040	0	-5,960
GRAND TOTAL		115,500	156,575	0	-2,206	154,369	0	38,869
Grand Total OTPS		9,433,700	10,154,560	0	0	10,154,560	27,434	748,294
Grand Total State Fair Receipts		11,148,700	11,856,030	0	0	11,856,030	27,434	734,764

**STATE FAIR RECEIPTS
EXPENDITURES as of March 31, 2007
For Fiscal 2006-2007**

EXPENDITURES

	<u>Actual</u>	<u>Projected</u>	<u>Difference</u>	<u>Encumbered</u>
PERSONAL SERVICE				
Permanent	352,328	368,385	-16,057	0
Temporary	1,273,453	1,260,000	13,453	0
OT/Holiday Permanent	20,393	25,250	-4,857	0
OT/Holiday Temporary	68,735	65,360	3,375	0
TOTAL	1,714,909	1,718,995	-4,086	0
SUPPLIES	731,206	776,700	-45,494	35,642
TRAVEL	302,468	333,600	-31,132	560
CONTRACTUAL	8,373,708	8,273,000	100,708	153,509
EQUIPMENT	42,641	10,500	32,141	0
FRINGE BENEFITS	125,781	323,000	-197,219	0
GENERAL	122,413	152,500	-30,087	0
TOTAL OTPS	9,698,217	9,869,300	-171,083	189,711
GRAND TOTAL	11,413,126	11,588,295	-175,169	189,711

Revenue

From Operations	12,078,913	11,618,840	460,073
STIP	83,617	83,617	0
Grand Total	12,162,530	11,702,457	460,073

There will be small differences due to rounding

**State Fair Receipts Fiscal 2006-2007
as of March 31, 2007**

CODE	DESCRIPTION	Budgeted Fiscal 06-07	Actual to Date	Error Corrections	Total Adjusted Expenditures	Encumbered to Date	Over/Under Projections
Personal Service							
41100	Permanent Regular	385,000	352,328	0	352,328	0	-32,672
41200	Permanent Holiday	1,550	1,283	0	1,283	0	-267
41300	Permanent Overtime	23,000	18,224	0	18,224	0	-4,776
41350	Overtime Meals	850	886	0	886	0	36
42100	Temporary Employee	1,260,000	1,273,454	0	1,273,454	0	13,454
42200	Temporary Employee Holiday	0	477	0	477	0	477
42300	Temporary Employee Overtime	65,360	68,258	0	68,258	0	2,898
Grand Total		1,735,760	1,714,910	0	1,714,910	0	-20,850
Supplies and Materials							
53100	Food Purchases	40,000	37,615	-1,485	36,130	0	-3,870
53101	Rest.Services - Receptions/Hospitality	18,000	29,765	0	29,765	0	11,765
53102	Grandstand Catering/Food	75,000	69,500	0	69,500	0	-5,500
53104	Potato Booth - Food & Supplies	16,000	14,158	69	14,227	0	-1,773
53600	Gasoline	60,000	52,507	0	52,507	2,575	-4,918
53601	Diesel Fuel	45,000	46,732	0	46,732	0	1,732
53602	Kerosene/Propane	4,000	2,044	0	2,044	0	-1,956
53610	Garage Supplies	51,000	55,279	0	55,279	2,362	6,641
53630	Plants/Landscaping Supplies	27,000	20,142	0	20,142	8,060	1,202
53631	Paper Towels/Toilet Paper	35,000	45,300	0	45,300	10,777	21,077
53632	Garbage Bags	54,000	25,054	0	25,054	0	-28,946
53633	Beer Cups	32,000	34,288	0	34,288	0	2,288
53635	Fire Prevention/Safety Supplies	2,000	4,307	0	4,307	0	2,307
53651	Clothing	13,300	8,701	0	8,701	0	-4,599
53660	Office Supplies	22,000	19,670	0	19,670	552	-1,778
53662	Troph., Plaques,Banners,Ribbons,etc.- Entry	48,000	40,425	0	40,425	1,705	-5,870
53664	Decorations-Promotional Items	23,000	11,865	0	11,865	0	-11,135
53665	Photographic Supplies	5,200	5,960	0	5,960	0	760
53700	Maintenance Supplies	67,000	62,978	0	62,978	1,336	-2,686
53701	Gravel/Dirt Products	6,000	10,540	0	10,540	5,440	9,980
53702	Signs & Supplies - Vinyl,Blanks,etc	33,000	39,157	0	39,157	116	6,273
53703	Audio Supplies	10,000	9,862	0	9,862	553	415
53704	Hardware Products	2,200	5,523	0	5,523	211	3,534
53705	Mason Supplies- Concrete/Block	2,000	1,193	0	1,193	418	-389
53706	Small Tools	10,000	6,581	0	6,581	89	-3,330
53708	Sec/Park Sup.-Locks/Rope/Barriers/Etc	1,000	0	0	0	0	-1,000
53900	Electrical Supplies	15,000	22,760	-8,424	14,336	819	155

53901 Paint and Paint Supplies	5,000	1,615	0	1,615	0	-3,385
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State Fair Receipts Fiscal 2006-2007	Budgeted	Actual to	Error	Total Adjusted	Encumbered	Over/Under
DESCRIPTION	Fiscal 06-07	Date	Corrections	Expenditures	to Date	Projections
53902 Plumbing Supplies	5,000	12,358	0	12,358	153	7,511
53903 Lumber & Lumber Related	4,000	6,718	0	6,718	475	3,193
53904 Windows & Doors	0	875	0	875	0	875
53905 Heating Equipment	5,000	4,247	0	4,247	0	-753
Coding error	0	54,112	-54,112	0	0	0
53906 Ag Supplies-Bedding, Feed, Shavings	48,000	31,911	1,416	33,327	0	-14,673
GRAND TOTAL	783,700	793,742	-62,536	731,206	35,641	-16,853

CODE	Travel	Budgeted	Actual to	Error	Total Adjusted	Encumbered	Over/Under
		Fiscal 06-07	Date	Corrections	Expenditures	to Date	Projections
54320	Per Diem -Staff Perm. Overnight Expense	2,000	269	0	269	0	-1,731
54341	Lodging - Horse Show Staff	15,000	6,006	8,424	14,430	0	-570
54342	Lodging - Fair Time Staff	1,500	10,155	0	10,155	0	8,655
54343	Lodging - State Police	270,000	270,000	0	270,000	0	0
54802	Mileage/Tolls/Etc - Employee Day Trips	100	181	0	181	0	81
54900	Fair Time All Seasonal Travel Expenses	10,000	2,814	0	2,814	0	-7,186
54902	Bus Transportation/Bus Rental	40,000	4,619	0	4,619	560	-34,821
GRAND TOTAL		338,600	294,044	8,424	302,468	560	-35,572

Contractual Services	Budgeted	Actual to	Error	Total Adjusted	Encumbered	Over/Under
	Fiscal 06-07	Date	Corrections	Expenditures	to Date	Projections
55190 Equipment Rental-Maintenance	75,000	91,345	0	91,345	10,996	27,341
55191 Equipment Rental- Office	3,500	5,330	0	5,330	0	1,830
55192 Music Equipment Rental	19,000	11,127	0	11,127	0	-7,873
55193 Table/Chair Rental	13,500	14,314	0	14,314	0	814
55194 Golf Cart Rentals	22,000	21,125	0	21,125	0	-875
55195 Stage Rental	60,000	62,750	0	62,750	0	2,750
55196 Sound & Lighting Rentals	120,000	136,525	0	136,525	750	17,275
55197 Tent Rentals	80,000	65,760	0	65,760	0	-14,240
55198 Equipment Rental - Agricultural Dept.	20,000	5,450	0	5,450	0	-14,550
55440 Building Repairs - Any Service Calls	6,000	2,896	0	2,896	97	-3,007
55480 Equipment Repairs - Any/All	40,000	34,011	0	34,011	247	-5,742
55510 Natural Gas	210,000	105,769	0	105,769	0	-104,231
55520 Electricity Exit Fee	480,000	470,651	0	470,651	0	-9,349
55521 Electricity - Solvay	415,000	261,090	0	261,090	14,462	-139,448
55540 Water	20,000	10,388	0	10,388	0	-9,612
55550 Sewer	98,000	88,310	0	88,310	0	-9,690
55800 Telephone Service	31,000	29,911	0	29,911	409	-680
55810 EDP Telecommunications	500	0	0	0	0	-500
55820 Mobile Communications - Cell/Beepers	3,500	2,471	0	2,471	25	-1,004

State Fair Receipts Fiscal 2006-2007	Projected	Actual to	Error	Total Adjusted	Encumbered	Over/Under
DESCRIPTION	Fiscal 06-07	Date	Corrections	Expenditures	to Date	Projections
56077 Late Payment Interest Penalty	0	0	0	0	0	0
56200 Computer Support & Design Service	12,000	9,257	0	9,257	338	-2,405
56310 Accounting Services	21,000	20,875	0	20,875	0	-125
56320 Legal Services	0	0	0	0	0	0
56360 Advertising - Entire Contract	640,000	571,597	0	571,597	68,403	0
56361 Printed Ads - In Magazines	7,500	8,020	0	8,020	2,000	2,520
56362 Advertising - Brochure Dist/Web/Fair Radio	15,000	18,672	0	18,672	1,450	5,122
56380 Pest Control Contract	6,000	3,535	0	3,535	0	-2,465
56381 Manure Removal	70,000	53,949	0	53,949	12,000	-4,051
56382 Cleaning of Grounds	200,000	193,410	0	193,410	0	-6,590
56383 Decoration Services- Set-Up, Rental	85,000	93,641	0	93,641	0	8,641
56384 Lawn Mowing Service	70,000	66,685	0	66,685	0	-3,315
56385 Parking Service-Towing, Bus,Pumping	162,000	165,849	0	165,849	0	3,849
56386 Safe & Health - Fire, Ambulance	120,000	107,526	-240	107,286	2,850	-9,864
56387 Stage Management Contract	60,000	61,250	0	61,250	0	1,250
56388 Trash Service - Contract Plus OCRRA	107,000	31,128	54,112	85,240	23,169	1,409
56389 Maintenance Agreements	8,400	10,084	0	10,084	150	1,834
56400 Regist.Fees for Trade Shows/Confer.	3,500	260	0	260	800	-2,440
56420 Subscriptions/ Magazines/Newspapers	3,000	1,399	0	1,399	0	-1,601
56440 Memberships - Profess. Organizations	3,600	5,145	0	5,145	50	1,595
56441 Memberships - Sanction Fees for Entry Dept.	11,300	11,494	0	11,494	105	299
56460 Security Services - Alarms, Armored Cars	2,800	2,485	240	2,725	0	-75
56481 Tram Ride %	6,500	5,000	0	5,000	0	-1,500
56482 Program Sales Commissions	0	5,315	0	5,315	0	5,315
56483 Consultants - Off Season	9,500	36,350	0	36,350	0	26,850
56484 Consultants - Judges	43,000	42,387	0	42,387	90	-523
56485 Consultants - Fair Time Other	135,000	109,071	0	109,071	150	-25,779
56486 Consultants - All Horse Show Staffing	83,000	83,113	0	83,113	2,500	2,613
56487 Consultants-County Fairs	6,200	6,918	0	6,918	0	718
56600 Postage - US Mail	32,000	31,963	0	31,963	0	-37
56601 Postage - Bulk Mail	3,000	2,050	0	2,050	0	-950
56602 Airborne Express Mail	1,500	1,055	0	1,055	0	-445
56604 UPS Shipping Service	11,000	8,024	0	8,024	0	-2,976
56700 Printing- General Other Than	30,000	25,650	0	25,650	374	-3,976
56701 Printing Fair Magazine	25,000	15,970	0	15,970	0	-9,030
56702 Printing Everything Entry Dept.	20,000	26,173	0	26,173	0	6,173

State Fair Receipts Fiscal 2006-2007		Projected	Actual to	Error	Total Adjusted	Encumbered	Over/Under
DESCRIPTION	Fiscal 06-07	Date	Corrections	Expenditures	to Date	Projections	
56705 Printing Tickets/Credentials	35,000	31,437	0	31,437	6,220	2,657	
56740 Entertainment- International	11,000	8,975	0	8,975	0	-2,025	
56741 Entertainment - Activity Tent	14,200	15,482	0	15,482	0	1,282	
56742 Entertainment - Parade	25,000	23,715	0	23,715	0	-1,285	
56743 Entertainment - Attractions	440,000	447,342	0	447,342	0	7,342	
56744 Entertainment - Pan African	45,000	37,157	0	37,157	2,000	-5,843	
56745 Entertainment - General	32,000	22,700	0	22,700	0	-9,300	
56990 Chevrolet Court Fees	440,000	469,648	0	469,648	0	29,648	
56992 Grandstand Show Fees	2,450,000	2,995,676	0	2,995,676	0	545,676	
56993 Insurance	410,000	284,794	0	284,794	0	-125,206	
56994 Premium Awards	350,000	203,025	130,586	333,611	0	-16,389	
56995 Strates Midway Ride Books	325,000	337,971	0	337,971	0	12,971	
56996 Miscellaneous Services	50,000	187,151	-130,586	56,565	3,873	10,438	
GRAND TOTAL	8,358,000	8,319,596	54,112	8,373,708	153,508	169,216	
Equipment							
57260 Office Equipment	2,000	1,269	0	1,269	0	-731	
57280 Office Furniture	500	0	0	0	0	-500	
57480 Telephone Equipment	1,000	682	0	682	0	-318	
57700 Computers	7,000	13,554	0	13,554	0	6,554	
57900 Other Equipment	0	27,136	0	27,136	0	27,136	
GRAND TOTAL	10,500	42,641	0	42,641	0	32,141	
Fringe Benefits							
58800 Staff Benefits	352,700	117,545	0	117,545	0	-235,155	
58800 Fringe For Stagehands	7,300	8,237	0	8,237	0	937	
GRAND TOTAL	360,000	125,782	0	125,782	0	-234,218	
General							
59400 Cost Recovery Allocation	59,000	8,519	0	8,519	0	-50,481	
59610 Refunds	20,000	38,475	0	38,475	0	18,475	
59401 Civil Service Recovery	1,500	0	0	0	0	-1,500	
59700 Sales Tax	80,000	75,419	0	75,419	0	-4,581	
GRAND TOTAL	160,500	122,413	0	122,413	0	-38,087	
Grand Total OTPS	10,011,300	9,698,218	0	9,698,218	189,709	-123,373	
Grand Total State Fair Receipts	11,747,060	11,413,128	0	11,413,128	189,709	-144,223	

**INDUSTRIAL EXHIBIT AUTHORITY
EXPENDITURES AS OF OCTOBER 31, 2006
Fiscal 2005-2006**

	Actual	Projected	Over (Under)	Encumbered Amount
PERSONAL SERVICE				
Permanent	1,944,259	1,786,823	157,436	0
Temporary	1,330,074	1,279,670	50,404	0
Overtime/Holiday	319,912	185,900	134,012	0
TOTAL	3,594,245	3,252,393	341,852	0
SUPPLIES	5,459	1,900	3,559	0
TRAVEL	7,725	6,800	925	512
CONTRACTUAL	397,087	297,000	100,087	2,023
EQUIPMENT	12,000	0	12,000	0
FRINGE BENEFITS	1,310,250	1,228,500	81,750	0
GENERAL	0	0	0	0
TOTAL OTPS	1,732,521	1,534,200	198,321	2,535
GRAND TOTAL	5,326,766	4,786,593	540,173	2,535
REVENUE				
Fair Time	3,788,521	3,390,700	397,821	
Non-Fair Time	1,367,770	1,437,800	-70,030	
Grand Total Revenue	5,156,291	4,828,500	327,791	
STIP	21,437	22,000	-563	

There will be small differences due to rounding
Expenditures Per OSC CTL470 Report

**INDUSTRIAL EXHIBIT AUTHORITY
EXPENDITURES FISCAL 2005-2006**

CODE	DESCRIPTION	Projected Fiscal 05-06	Actual as of 10/31/06	Encumbered 10/31/06	Over/Under Projections
Personal Service					
41100	Permanent Regular	1,876,847	1,894,160	0	17,313
41200	Permanent Holiday	9,250	9,004	0	-246
41300	Permanent Overtime	108,755	150,471	0	41,716
41350	Overtime Meals	4,700	10,706	0	6,006
42100	Temporary Regular	1,317,155	1,294,224	0	-22,931
42200	Temporary Holiday	9,000	12,976	0	3,976
42300	Temporary Overtime	54,700	135,324	0	80,624
	Grand Total	3,380,407	3,506,865	0	126,458
Supplies					
53600	Fuel	500	190	0	-310
53100	Food	0	25	0	25
53610	Garage Supplies	0	375	0	375
53602	Kerosene/Propane	0	0	0	0
53651	Clothing	0	0	0	0
53660	Office Supplies	0	175	0	175
53700	Maintenance Supplies	1,000	395	20	-585
53701	Gravel/Dirt Products	0	0	0	0
53703	Audio Supplies	0	0	0	0
53704	Hardware Products	100	47	0	-53
53705	Mason Supplies	0	0	0	0
53706	Small Tools	300	0	0	-300
53708	Sec.Park Supplies	0	0	0	0
53900	Electrical Supplies	0	3,103	0	3,103
53901	Paint and Paint Supplies	0	0	0	0
53902	Plumbing Supplies	0	504	0	504
53903	Lumber & Lumber Related	0	65	0	65
53904	Windows/Doors Purchase	0	0	0	0
53905	Heating Equipment	0	559	0	559
	Grand Total	1,900	5,438	20	3,558
Travel					
54320	Per Diem -Expen.for Staff Overnight	6,000	4,450	0	-1,550
54900	Fair Time Travel	0	0	0	0
54902	Bus Transportation	0	0	79	79
54800	Mileage/Toll/Etc Day Trips Sales	400	546	506	652
54802	Mileage/Toll/Etc Day Trips Employ.	400	1,115	0	715
	Grand Total	6,800	6,111	585	-104
Contractual Services					
55140	Leases of Vehicles	5,000	33,496	1,178	29,674
55190	Equipment Rental-Maintenance	20,000	24,642	0	4,642
55440	Building Repairs - All except Marquee	10,000	1,160	1,038	-7,802
55443	Building Repair - Marquee Sign	25,000	13,154	846	-11,000
55480	Equipment Repairs	2,000	0	0	-2,000
55510	Natural Gas	75,000	85,411	0	10,411
55521	Electricity - Solvay	11,500	14,234	0	2,734

CODE	DESCRIPTION	Projected Fiscal 05-06	Actual as of 10/31/2006	Encumbered 10/31/2006	Over/Under Projections
55800	Telephone Service	1,200	860	0	-340
56320	Legal Services	500	0	0	-500
56401	Registration Fees for Conferences	750	631	0	-119
56440	Memberships - Professional Organ.	1,050	770	0	-280
56460	Security Services	0	0	0	0
56483	Consultants - Off Season	110,000	150,181	0	40,181
56485	Consultants - Fair Time	0	0	0	0
56700	Printing - General	0	100	0	100
56705	Printing - Tickets	0	0	0	0
56993	Insurance	20,000	4,208	0	-15,792
56996	Miscellaneous Services	28,000	43,627	0	15,627
	Grand Total	310,000	372,474	3,062	65,536
	Equipment				
57100	Vehicles	0	0	0	0
57900	Other Equipment	0	12,000	0	12,000
	Grand Total	0	12,000	0	12,000
	Fringe Benefits				
58100	Pension Fund	317,000	346,166	0	29,166
58300	Federal Social Security	285,000	262,658	9,444	-12,898
58400	Health Insurance	568,000	549,352	0	-18,648
58500	Unemployment Insurance	7,500	9,931	0	2,431
58610	Compensation Insurance	76,000	114,083	0	38,083
	Grand Total	1,253,500	1,282,190	9,444	38,134
	General				
59610	Refunds	0	0	0	0
	Grand Total	0	0	0	0
	Grand Total OTPS	1,572,200	1,678,213	13,111	119,124
	Grand Total PS & OTPS	4,952,607	5,185,078	13,111	245,582

**INDUSTRIAL EXHIBIT AUTHORITY
EXPENDITURES AS OF March 31, 2007
Fiscal 2006-2007**

	Actual	Projected	Over (Under)	Encumbered Amount
PERSONAL SERVICE				
Permanent	1,949,288	2,062,183	-112,895	0
Temporary	1,199,497	1,212,017	-12,520	0
Overtime/Holiday Permanent	160,198	180,900	-20,702	
Overtime/Holiday Temporary	116,764	129,000	-12,236	0
TOTAL	3,425,747	3,584,100	-158,353	0
SUPPLIES	8,467	6,000	2,467	1,251
TRAVEL	11,311	7,700	3,611	6
CONTRACTUAL	312,267	358,410	-46,143	1,940
EQUIPMENT	0	0	0	0
FRINGE BENEFITS	1,230,804	1,342,000	-111,196	0
GENERAL	0	5,000	-5,000	0
TOTAL OTPS	1,562,849	1,719,110	-156,261	3,197
GRAND TOTAL	4,988,596	5,303,210	-314,614	
REVENUE				
Fair Time	3,820,295	3,984,125	-163,830	
Non-Fair Time	1,357,929	1,432,115	-74,186	
Revenue from Operations	5,178,224	5,416,240	-238,016	
STIP Revenue	13,266	13,266	0	
Grand Total Revenue	5,191,490	5,429,506	-238,016	

There will be small differences due to rounding
Expenditures Per OSC CTL470 Report

**INDUSTRIAL EXHIBIT AUTHORITY
EXPENDITURES FISCAL 2006-2007**

CODE	DESCRIPTION	Projected			Over/Under Projections
		Total Year Fiscal 06-07	Actual as of 03/31/07	Encumbered As of 3/31/07	
Personal Service					
41100	Permanent Regular	2,152,183	1,949,287	0	-202,896
41200	Permanent Holiday	8,800	10,286	0	1,486
41300	Permanent Overtime	162,000	140,755	0	-21,245
41350	Overtime Meals	11,100	9,156	0	-1,944
42100	Temporary Regular	1,247,017	1,199,498	0	-47,519
42200	Temporary Holiday	10,300	12,826	0	2,526
42300	Temporary Overtime	118,700	103,937	0	-14,763
	Grand Total	3,710,100	3,425,745	0	-284,355
Supplies					
53600	Fuel	200	44	0	-156
53100	Food	100	0	10	-90
53610	Garage Supplies	200	0	0	-200
53602	Kerosene/Propane	400	0	0	-400
53660	Office Supplies	0	12	0	12
53700	Maintenance Supplies	500	46	0	-454
53704	Hardware Products	100	23	0	-77
53900	Electrical Supplies	2,500	7,347	1,242	6,089
53901	Paint and Paint Supplies	500	293	0	-207
53902	Plumbing Supplies	500	248	0	-252
53903	Lumber & Lumber Related	500	454	0	-46
53905	Heating Equipment	500	0	0	-500
	Grand Total	6,000	8,467	1,252	3,719
Travel					
54320	Per Diem -Expen.for Staff Overnight	6,000	11,081	0	5,081
54800	Mileage/Toll/Etc Day Trips Sales	600	0	0	-600
54802	Mileage/Toll/Etc Day Trips Employ.	1,200	231	6	-963
	Grand Total	7,800	11,312	6	3,518
Contractual Services					
55140	Leases of Vehicles	34,000	24,985	0	-9,015
55190	Equipment Rental-Maintenance	26,000	51,886	0	25,886
55440	Building Repairs - All except Marquee	2,500	4,033	0	1,533
55443	Building Repair - Marquee Sign	25,000	13,800	0	-11,200
55480	Equipment Repairs	0	69	0	69
55510	Natural Gas	95,000	53,706	383	-40,911
55521	Electricity - Solvay	16,000	17,412	1,315	2,727
55800	Telephone Service	960	1,004	28	72
56401	Registration Fees for Conferences	750	2,046	103	1,399
56440	Memberships - Professional Organ.	1,000	700	110	-190
56483	Consultants - Off Season	151,000	137,007	0	-13,993
56700	Printing - General	200	0	0	-200
56993	Insurance	8,000	3,702	0	-4,298
56996	Miscellaneous Services	10,000	1,919	0	-8,081
	Grand Total	370,410	312,269	1,939	-56,202

CODE	DESCRIPTION	Projected Fiscal 06-07	Actual as of 3/31/07	Encumbered As of 3/31/07	Over/Under Projections
Equipment					
57260	Office Equipment	0	0	0	0
57520	Other Equipment	0	0	0	0
	Grand Total	0	0	0	0
Fringe Benefits					
58100	Pension Fund	356,000	304,688	0	-51,312
58300	Federal Social Security	300,000	247,052	0	-52,948
58400	Health Insurance	564,000	579,860	0	15,860
58500	Unemployment Insurance	17,000	12,027	0	-4,973
58610	Compensation Insurance	125,000	87,177	0	-37,823
	Grand Total	1,362,000	1,230,804	0	-131,196
General					
59610	Refunds	5,000	0	0	-5,000
	Grand Total	5,000	0	0	-5,000
	Grand Total OTPS	1,751,210	1,562,852	3,197	-185,161
	Grand Total PS & OTPS	5,461,310	4,988,597	3,197	-469,516



INDUSTRIAL EXHIBIT AUTHORITY



STANDARD CONTRACT PROVISIONS

- A. Standard Clauses for New York State Contracts
- B. Non-Collusive Bidding Certification
- C. MacBride Fair Employment Principles
- D. Business Participation Opportunities for Certified Minorities and Women on State Contracts
- E. Vendor Responsibility Questionnaire
- F. Summary of Department and Authority Policy Regarding State Finance Law §§139-j and 139-k
- G. Vendor/Contractor Certification of Compliance Pursuant to State Finance Law §139-k, subd. 5
- H. Vendor/Contractor Affirmation of Understanding and Agreement Pursuant to State Finance Law §139-j, subd. 6. b.
- I. Contractor Certification Tax Law Section 5-a
- J. Contract Termination



INDUSTRIAL EXHIBIT AUTHORITY



Introduction

This attachment contains standard contract provisions which are required by New York law to be included in all agreements entered into by the Division of the State Fair of the New York State Department of Agriculture and Markets (Fair) and the Industrial Exhibit Authority (Authority).

If this attachment is part of an invitation for bids, request for proposals or solicitation of interest, it must be completed by you, signed and returned with your bid, proposal or expression of interest. If you do not submit the completed and signed attachment, your bid, proposal or expression may be determined to be “non-responsive” and your submission may not be considered.

If you are providing an agreement for the Fair and/or the Authority to sign, this attachment must be made part of that agreement and you must complete it, sign it and return it to the Fair and/or the Authority. If you do not, the Fair and/or the Authority may not enter into an agreement with you.

Each part of this attachment is briefly described below, *but* you must read each part to understand what it says and how it applies to you.

You must sign and date each part in the space provided.

Appendix A

Appendix A is prepared by the New York State Attorney General and includes provisions of New York law and policy which may affect your performance under the contract.

Read Appendix A and sign and date it on page A-5.

Non-Collusive Bidding Certification

New York requires that you certify under the penalty of perjury that your bid or proposal price was arrived at independently.

Read the Non-Collusive Bidding Certification and sign and date it on page B-1.



INDUSTRIAL EXHIBIT AUTHORITY



MacBride Fair Employment Principles

New York requires that if you have business operations in Northern Ireland you will conduct those operations in compliance with MacBride Principles.

Read the MacBride Fair Employment Principles, answer the questions and sign and date it on page C-1.

Business Participation Opportunities for Certified Minorities and Women on State Contracts (MWBE)

The State of New York requires that parties to State contracts make an affirmative effort to involve certified minority and women owned businesses (MWBE) in those contracts. You must either show MWBE participation in the contract, or seek a waiver from of requirement from the Fair and/or Authority.

Read the MWBE notice and sign and date it on page D-2.

Vendor Responsibility

New York law requires that contracts be awarded to responsible contractors. Responsibility is determined by examining four general areas: does the contractor possess integrity; has the contractor acceptably performed other governmental contracts; is the contractor legally capable of performing the contract and is the contractor financially and organizationally capable of performing the contract? The vendor responsibility questionnaire is prepared by the State Comptroller's Office and information and questions in it are aimed at obtaining sufficient information so that a decision can be made about whether or not a contractor is responsible.

The vendor responsibility questionnaire applies to all contractors and includes a certification which you must sign before a notary that the information in the questionnaire is truthful, accurate and complete.

You must complete the questionnaire and sign the certification on the last page of the questionnaire.



INDUSTRIAL EXHIBIT AUTHORITY



Summary of Policy Regarding State Finance Law Section 139-j and 139-k

New York restricts contacts by vendors and contractors, during the procurement process, with the State agency or public authority which issued the invitation for bids, request for proposals or expression of interest.

A Summary of that policy is on page F-1.

Read the Summary and sign and date it on page F-1.

Vendor/Contractor Certification State Finance Law Section 139-k, subd. 5

State Finance Law §139-k requires that you disclose if you have, within the past four (4) years been found to be “not responsible” because you made inappropriate contacts with procurement issuers, or you provided them with false information.

That Section also requires that you certify your responses to those inquiries – which are in the Vendor/Contractor Responsibility Questionnaire – are complete, true and accurate.

Read the Certification and sign and date it on page G-2.

Vendor/Contractor Affirmation State Finance Law Section 139-j, subd. 6. b.

State Finance Law §139-j requires that a vendor/contractor affirmatively agree to comply with the lobbying (contact) restrictions applicable to the State procurement and contract process.

This means that during the process you may only contact the person designated by the Fair and/or Authority as the “Contact Person”.

Read the Affirmation and Agreement and sign and date it on page H-2.



INDUSTRIAL EXHIBIT AUTHORITY



Certification – Tax Law Section 5-a

If you meet certain thresholds, New York Tax Law §5-a requires that you register with the New York State Department of Taxation and Finance.

The thresholds are set out in Form ST-220 and its instructions on pages I-2 through I-7.

Read the form and complete it if you are covered. If you are not covered, place an “X” in the box in Part I.

Sign and date the form on page I-3 and complete the appropriate acknowledgment on page I-4.

Contract Termination

This provision authorizes the Fair and/or Authority to terminate its contract with you if any of the information you provided in the documents making up the Standard Provisions is intentionally incomplete or intentionally false.

If contract termination is proposed, you will be notified and given an opportunity to explain why you believe the contract should not be terminated.

Read Contract Termination and sign and date page J-1.



INDUSTRIAL EXHIBIT AUTHORITY



APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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1. **Executory Clause**
2. **Non-Assignment Clause**
3. **Comptroller's Approval**
4. **Workers' Compensation Benefits**
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7. **Non-Collusive Bidding Certification**
8. **International Boycott Prohibition**
9. **Set-Off Rights**
10. **Records**
11. **Identifying Information and Privacy Notification**
12. **Equal Employment Opportunities For Minorities and Women**
13. **Conflicting Terms**
14. **Governing Law**
15. **Late Payment**
16. **No Arbitration**
17. **Service of Process**
18. **Prohibition on Purchase of Tropical Hardwoods**
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21. **Reciprocity and Sanctions Provisions**
22. **Purchases of Apparel**

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and

subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

CONTRACTOR'S NAME

SIGNATURE

DATE:



INDUSTRIAL EXHIBIT AUTHORITY



Non-Collusive Bidding Certification

NON-COLLUSIVE BIDDING CERTIFICATE

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

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices 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.

(Contractor's Signature)

(Name of Business)



INDUSTRIAL EXHIBIT AUTHORITY



MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 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 interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No ___

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have 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 ___ No ___

(Contractor's Signature)

(Name of Business)



INDUSTRIAL EXHIBIT AUTHORITY



Business Participation Opportunities for Certified Minorities and Women on State Contracts

New York State affirmatively assists the growth and development of businesses owned and controlled by women and minorities by requiring that State agencies and public benefit corporations make meaningful participation in contracts and purchases available to certified women and minority-owned business. The State Fair and the Industrial Exhibit Authority implement this policy by establishing a goal for women and minority-owned participation based upon the value of the contract or purchase. A prospective contractor or supplier must make a good faith effort to meet the established goal, which is a percentage of the value of the contract or purchase. For all State Fair and/or Industrial Exhibit Authority contracts and purchases the goal is one percent (1%) of the contract or purchase value if the contract or purchase is worth \$25,000.00 or more.

If your bid or proposal is \$25,000.00 or more, you must make a good faith effort to have a certified or woman or minority-owned business participate with you in the contract. The participation must be valued at 1% or more. A list of certified minority and women-owned business is available at the website of Empire State Development, www.empire.state.ny.us. You can also call for information at 1-800-782-8369 or write to Empire State Development, 30 South Pearl Street, Albany, New York 12245.

If you show that you have made a good faith, but unsuccessful, effort to obtain minority and women participation, you may be granted a waiver by the contracting agency. To request a waiver you must document, in writing, the steps you took in trying to obtain minority and women-owned business participation. At a minimum, you must show that you contacted certified minority and women-owned businesses, which could participate in the contract or that there are no certified minority and women-owned businesses available to participate.

A copy of Executive Law 15-A (MWBE regulations) is on file and can be viewed at the State Fair Business Office.

**YOU MUST COMPLETE THE FOLLOWING PAGE
AND RETURN IT WITH YOUR BID OR PROPOSAL**



INDUSTRIAL EXHIBIT AUTHORITY



Participation

The following certified minority or woman-owned business(es) will participate in the contract:

Name: _____

Address: _____

Phone Number: _____

Participation and estimated value: _____

Name: _____

Address: _____

Phone Number: _____

Participation and estimated value: _____

Waiver Request

A waiver is requested because (explain the basis for the request):

Signature

Date



INDUSTRIAL EXHIBIT AUTHORITY



VENDOR RESPONSIBILITY QUESTIONNAIRE

INSTRUCTIONS:

The State Fair and the Industrial Exhibit Authority are required by New York State law to conduct a review of a prospective contractor to provide reasonable assurances that the contractor is responsible. This questionnaire is designed to provide information to assist in assessing a contractor's responsibility prior to entering into a contract. Contractor responsibility is determined by a review of each contractor's authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

Prospective contractors must also disclose whether within the prior 4 years: (a) the contractor has been found to be "not responsible" because the contractor made impermissible contacts with respect to a government procurement (*State Finance Law §139-j, subd. 3; §139-k, subd. 2*) and (b) whether the contractor has been found to be "not responsible" because the contractor intentionally provided false or incomplete information to a government entity with respect to a government procurement.



INDUSTRIAL EXHIBIT AUTHORITY



You must answer every question contained in this questionnaire. Each “Yes” response requires additional information. You must attach a written response that adequately details each affirmative response. The completed questionnaire and attached responses will become part of the procurement record.

The person completing the vendor responsibility questionnaire must be knowledgeable about the contractor’s business and operations.

The questionnaire information must be sworn to by an owner or officer of the contractor. **Before you begin, please read the certification requirement at the end of this questionnaire.**



INDUSTRIAL EXHIBIT AUTHORITY



1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR		
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #
4. D/B/A – Doing Business As (if applicable) & COUNTY FILED:		5. WEBSITE ADDRESS (if applicable)
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE (if different from above)		11. FAX NUMBER
12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS: <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please provide landlord's name, address, and telephone number below:		13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail
14. VENDOR'S BUSINESS ENTITY IS (please check appropriate box and provide additional information):		
a) <input type="checkbox"/> Business Corporation	Date of Incorporation	State of Incorporation*
b) <input type="checkbox"/> Sole Proprietor	Date Established	
c) <input type="checkbox"/> General Partnership	Date Established	
d) <input type="checkbox"/> Not-for-Profit Corporation	Date of Incorporation	State of Incorporation* Charities Registration Number
e) <input type="checkbox"/> Limited Liability Company (LLC)	Date Established	
f) <input type="checkbox"/> Limited Liability Partnership	Date Established	
g) <input type="checkbox"/> Other – Specify:	Date Established	Jurisdiction Filed (if applicable)



INDUSTRIAL EXHIBIT AUTHORITY



<ul style="list-style-type: none"> • If you are a for-profit or not-for-profit corporation, a limited liability company or a limited partnership formed under the laws of another state or a foreign country <u>and</u> you do business in New York on a permanent, continuous and regular basis, you must obtain authorization by filing with the New York State Department of State an "Application for Authority". You can obtain the application and instructions at www.dos.state.ny.us. • If you do not do business in New York on a permanent, continuous and regular basis, please check here <input type="checkbox"/> and continue with this questionnaire. 			
15. PRIMARY BUSINESS ACTIVITY - (Please identify the primary business categories, products or services provided by your business)			
16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:			
17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR (Attach additional pages if necessary):			
a) NAME (print)	TITLE	b) NAME (print)	TITLE
c) NAME (print)	TITLE	d) NAME (print)	TITLE

A detailed explanation is required for each question answered with a "Yes," and must be provided as an attachment to the completed questionnaire. You must provide adequate details or documents to aid the contracting agency in making a determination of vendor responsibility. Please number each response to match the question number.



INDUSTRIAL EXHIBIT AUTHORITY



<p>18. IS THE VENDOR CERTIFIED IN NEW YORK STATE AS A (check please): <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women's Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE)?</p> <p>(Please provide a copy of any of the above certifications that apply.)</p>
<p>19. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST TEN (10) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.)</p>
<p>20. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST THREE (3) YEARS HAVE SERVED AS:</p> <p>a) An elected or appointed public official or officer? <input type="checkbox"/> Yes <input type="checkbox"/> No (List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.)</p> <p>b) A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency? <input type="checkbox"/> Yes <input type="checkbox"/> No (List each individual's name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.)</p> <p>c) If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency? <input type="checkbox"/> Yes <input type="checkbox"/> No (List each individual's name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.)</p> <p>d) An officer of any political party organization in New York State, whether paid or unpaid? <input type="checkbox"/> Yes <input type="checkbox"/> No (List each individual's name, business title or consulting capacity and the official political party position held with applicable service dates.)</p>



INDUSTRIAL EXHIBIT AUTHORITY



21.	<p>WITHIN THE PAST FIVE (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	
a)	<ol style="list-style-type: none"> 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:</p> <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law; 2. state or federal environmental laws; 3. unemployment insurance or workers' compensation coverage or claim requirements; 4. Employee Retirement Income Security Act (ERISA); 5. federal, state or local human rights laws; 6. civil rights laws; 7. federal or state security laws; 8. federal Immigration and Naturalization Services (INS) and Alienage laws; 9. state or federal anti-trust laws; or 10. charity or consumer laws? <p>(For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
22.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>(Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied.")</p>		



INDUSTRIAL EXHIBIT AUTHORITY



<p>23. HAS THE VENDOR (FOR PROFIT AND NOT-FOR PROFIT CORPORATIONS) OR ITS AFFILIATES¹, IN THE PAST THREE (3) YEARS, HAD ANY GOVERNMENTAL AUDITS THAT REVEALED MATERIAL WEAKNESSES IN ITS SYSTEM OF INTERNAL CONTROLS, COMPLIANCE WITH CONTRACTUAL AGREEMENTS AND/OR LAWS AND REGULATIONS OR ANY MATERIAL DISALLOWANCES? (Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.)</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>24. IS THE VENDOR EXEMPT FROM INCOME TAXES UNDER THE INTERNAL REVENUE CODE? (Indicate the reason for the exemption and provide a copy of any supporting information.)</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>25. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes? (Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.)</p> <p>b) file returns or pay New York State unemployment insurance? (Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.)</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>26. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES¹ WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? (Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.)</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>27. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? (Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.)</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>28. HAS THE VENDOR BEEN A CONTRACTOR OR SUBCONTRACTOR ON ANY CONTRACT WITH ANY NEW YORK STATE AGENCY IN THE PAST FIVE (5) YEARS? (List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.)</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>29. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹:</p> <p>a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;</p> <p>b) received an overall unsatisfactory performance assessment from any government agency on any contract; or</p> <p>c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ?</p> <p>(Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.)</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>30. IN THE PAST FOUR (4) YEARS HAS THE VENDOR OR ANY AFFILIATES:</p> <p>a) been determined to be "not responsible" because the vendor made impermissible contacts with respect to a government procurement (State Finance Law §139-j)?</p> <p>b) been determined to be "not responsible" because the vendor intentionally provided false or incomplete information to a government entity with respect to a government procurement (State Finance Law §139-k)?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.



INDUSTRIAL EXHIBIT AUTHORITY



CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business _____ Signature of Owner/Officer _____

Address _____ Printed Name of Signatory _____

City, State, Zip _____ Title _____

Sworn to before me this _____ day of _____, 20____;

Notary Public

Print Name

Signature

Date



INDUSTRIAL EXHIBIT AUTHORITY



Summary of Department and Authority Policy Regarding State Finance Law Sections 139-j and 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, (“Fair”) and the Industrial Exhibit Authority, (“Authority”) and a vendor/contractor during the procurement process. An vendor/contractor 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 Fair and the Authority, 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 are identified in this solicitation. Fair and Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the vendor/contractor pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two such findings within a four year period, the vendor/contractor is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found on the Office of General Services Website at:

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>.

Signature

Date



INDUSTRIAL EXHIBIT AUTHORITY



**VENDOR/CONTRACTOR CERTIFICATION OF
COMPLIANCE PURSUANT TO STATE FINANCE LAW
§139-k, subd. 5**

INSTRUCTIONS:

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

At the time an Offer or Proposal is submitted to the Fair and the IEA, the Vendor/Contractor must provide the following certification that the information it has and will provide to the Fair and the IEA 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.



INDUSTRIAL EXHIBIT AUTHORITY



Vendor/Contractor Certification

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

Name of Vendor/Contractor: _____

By: _____
(Signature)

Name: _____

Title: _____

Address: _____

Date: _____



AUTHORITY



**VENDOR/CONTRACTOR AFFIRMATION OF
UNDERSTANDING AND AGREEMENT PURSUANT TO
STATE FINANCE LAW §139-j, subd. 6. b.**

INSTRUCTIONS:

Pursuant to State Finance Law §§139-j and 139-k, this solicitation imposes certain procurement lobbying limitations. Vendor/Contractors 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"). Fair and Authority employees are required to obtain certain information from Vendors/Contractors and others whenever there is a contact about the procurement during the Restricted Period, and are required to make a determination of the Vendor/Contractor's responsibility that addresses the Vendor/Contractor's compliance with the statutes' requirements. Findings of non-responsibility result in rejection of contract award, and if an Vendor/Contractor is subject to two non-responsibility findings within four years the Vendor/Contractor also will be determined ineligible to submit a proposal on or be awarded a contract for four



AUTHORITY



years from the date of the second non-responsibility finding. Further information about these requirements can be found at:

<http://www.ogs.state.ny.us/aboutOGS/regulations/defaultAdvisoryCouncil.html>

As a prerequisite for participating in this procurement, a Vendor/Contractor 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.

Vendor/Contractor Affirmation and Agreement

The Vendor/Contractor affirms 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' guidelines regarding permissible Contacts as required thereby.

Name of Vendor/Contractor: _____

By: _____
(Signature)

Name: _____

Title: _____

Address: _____

Date: _____



T AUTHORITY



CONTRACTOR CERTIFICATION

New York State Tax Law Section 5-a



INDUSTRIAL EXHIBIT AUTHORITY



Contract Termination

In addition to, and not in lieu of any other provision of this Contract providing for, or permitting, termination of the Contract by the New York State Fair and/or the Industrial Exhibit Authority, this Contract may be terminated by the New York State Fair and/or the Industrial Exhibit Authority if:

- a. any of the vendor/contractor responses to the Vendor Responsibility Questionnaire are found to be intentionally false or intentionally incomplete;
- b. the vendor/contractor certification with respect to “not responsible” determinations within the last four (4) years based on impermissible contacts or the intentional provision of false or incomplete information to a government entity (State Finance Law §§139-j; 139-k) is found to be intentionally false or intentionally incomplete;
- c. the vendor/contractor affirmation with respect to the procedures relating to permissible contacts during the procurement is found to be intentionally false;
- d. the vendor/contractor representations with respect to Executive Order 127 are found to be intentionally false or intentionally incomplete;
- e. the vendor/contractor responses and representations with respect to Tax Law §5-a are found to be intentionally false or intentionally incomplete.

Upon such funding, the New York State Fair and the Industrial Exhibit Authority may exercise this termination right by providing written notification to the vendor/contractor in accordance with the terms of the contract or, if there is no written notification provision in the contract, by mailing written notice to the vendor/contractor at the vendor’s/contractor’s business address set forth in the contract.

Signature

Date