

**State of New York
Department of Agriculture and Markets
10B Airline Drive
Albany, NY 12235**

INVITATION FOR BIDS

**Printing Support Materials for New York State
Farmers' Market Nutrition Program and
Senior Farmers' Market Nutrition Program**

IMPORTANT: SEE "BID SUBMISSION REQUIREMENTS" HEREIN.

BID OPENING:

DATE: March 8, 2005
TIME: 4:30 p.m. EST

CONTRACT PERIOD:

April 1, 2005 to
March 31, 2006 with option
to renew.

ADDRESS INQUIRIES TO:

Jonathan Thomson, Program Manager
New York State Farmers' Market Nutrition Program
Telephone No. (518) 457-7076
Email: Jonathan.Thomson@agmkt.state.ny.us

BIDDER'S CERTIFICATION

By signing you certify your express authority to sign on behalf of yourself, your company or other entity and full knowledge and acceptance of this INVITATION FOR BIDS and Appendix A (Standard Clauses for New York State Contracts) and that all information provided is complete, true and accurate.

Name of Company Bidding:	Bidder's Federal Tax Identification No.:
Street	City
	State
	Zip
NOTE: Cash Discounts will not be considered in determining low bid, but cash discounts of any size may be considered in awarding tie bids.	
_____ % Cash Discount for payment within 15 days of delivery and/or receipt of voucher	
_____ % Cash Discount for payment within 30 days of delivery and/or receipt of voucher	

If you are not bidding, place an "x" in the box and return this page only.

? WE ARE UNABLE TO BID AT THIS TIME BECAUSE _____

Bidder's Signature:	Printed or Typed Name:
Title:	Date:
Phone:	
Fax:	
E-mail Address:	

BID SUBMISSION REQUIREMENTS

Each bidder must submit a bid package consisting of the original and one (1) copy of the proposal. (NOTE: See “Proposal Format” section of this IFB for detailed instructions on how to prepare the proposal package.) Packages **MUST BE RECEIVED** in the Department’s Albany Office not later than 4:30 P.M. EST on March 8, 2005. Late proposals will not be accepted. Applicants, not delivery services or other intermediaries, are responsible for the timely submission of proposals. To ensure that each bid is handled correctly upon receipt, bidders shall clearly mark each package of materials submitted with the following: “Printing IFB – Support Materials for 2005 Farmers’ Market Nutrition Program”. Proposal packages shipped or mailed shall be addressed to:

Printing IFB – Support Materials for 2005 Farmers’ Market Nutrition Program
Lucy Roberson Director
Division of Fiscal Management
NYS Department of Agriculture and Markets
10B Airline Drive
Albany, New York 12235

Packages may be hand delivered to the receptionist in the Department’s Offices at 10B Airline Drive, Albany, NY. Proposals will NOT be accepted via FAX or email.

QUESTIONS CONCERNING THE IFB

Prospective bidders with questions concerning this IFB should present those questions in writing to:

Jonathan Thomson, Program Manager
New York State Farmers’ Market Nutrition Program
New York State Department of Agriculture and Markets
10B Airline Drive
Albany, NY 12235
FAX (518) 457-2716
Email: Jonathan.Thomson@agmkt.state.ny.us

All questions shall be submitted in writing (facsimile or e-mail will be accepted) to Mr. Thomson by 4:30 PM EST Tuesday, February 22, 2005. A list of questions about the IFB, answers to those questions, as well as an electronic version of this IFB and any changes, additions or deletions to the IFB will be posted on the Department’s website (www.agmkt.state.ny.us) under “Funding Opportunities”. Questions and responses will be posted on the website by Friday, February 25, 2005. Applicants are urged to check the Department’s website frequently for notices of any changes, additions or deletions to the IFB. If you are unable to access the website, please contact Mr. Thomson to arrange for alternate delivery. All questions and responses shall be incorporated into this IFB as a formal addendum. NOTE: Bidders are required to submit a signed copy of any addendums with the bid package.

BACKGROUND AND PURPOSE

The New York State Department of Agriculture and Markets administers both a Farmers' Market Nutrition Program for clients of the Women, Infants and Children (WIC) program and a Senior Farmers' Market Nutrition Program for income eligible seniors over age 60. Checks and support materials for these programs are printed annually and distributed to more than 375 sites statewide.

SCOPE OF WORK

The contractor will print three items:

1. A Fruit and Vegetable Guide printed in an English version and a Spanish version. (See attachment 1.1 for detailed printing specifications.)
2. A Presentation Folder printed in 4 distinct language versions. (See attachment 1.2 for detailed printing specifications.)
3. Farmers' Market Schedules printed in 9 upstate New York versions and one New York City version. (See attachment 1.3 for detailed printing specifications.)

Samples

Samples of the Items used for the 2004 Farmers' Market Nutrition Program may be obtained by contacting Jonathan Thomson, Program Manager, New York State Farmers' Market Nutrition Program, 10B Airline Drive, Albany, NY 12235, Telephone: (518) 457-7076, FAX (518) 457-2716, Email: Jonathan.Thomson@agmkt.state.ny.us.

Recycled Content

The minimum content requirements for post consumer material, based on fiber weight, are as follows:

- 30% for uncoated printing and writing papers, including copier paper, forms bond, carbonless bond, and white wove envelope paper;
- 20% for colored wove envelope paper; unbleached kraft envelope paper, and bristols;
- 10% for coated printing paper.

Recycled Certification

When recycled materials are used, any one of the following will be acceptable: a Paper Manufacturer's Affidavit of Recycled Content verifying a minimum of 30%, 20% or 10% whichever is applicable, (see Recycled Content requirements in preceding paragraph) post consumer content for the proposed paper is on file with the New York State Office of General Services; or, the paper has been authorized by the New York State Department of Environmental Conservation for use of the Official New York State Recycled Emblem; or, the New York State Office of General Services is able to ascertain through readily available sources, such as trade publications and mill literature, that the proposed paper complies with New York State's recycled requirements.

If none of the preceding conditions are met, the Department will notify bidder to submit a Paper Manufacturer's Affidavit of Recycled Content. Failure to submit a properly completed affidavit within six (6) calendar days after notification may result in disqualification of bid.

Overruns

Overruns up to 3% of the quantity specified for each item will be accepted. The Department, at its option, may either accept or reject additional quantities beyond the allowable overrun. If overruns beyond the allowable percentage are accepted, they will be at a negotiated reduction in price. No underruns are acceptable.

Packing & Shipping

All Items must be shipped in new corrugated cartons. Items 1 and 2 must be shipped in cartons not exceeding 40 pounds gross in internal increments of 100. All cartons must be marked on end with the Item name, quantity and P.O. number.

All containers must be shipped on 4-way entry pallets. During shipping, the containers must not be placed on edge and must be protected from the weather. In banding the containers to the pallets for stability, the contractor must protect the edges of the containers with additional cardboard or other devices so that the materials or containers are not mutilated. Cartons are to be packed solidly on pallets no larger than 42" x 48" x 6-1/2" high, and must be nylon or plastic banded with a maximum weight of 1 ton. Deliveries will be accepted between 9 a.m. and 3:30 p.m. Monday through Friday except NY State holidays.

Delivery

All items must be palletized as specified above. **Items 1 and 2 must be delivered no later than April 22, 2005. Item 3 must be delivered no later than May 6, 2005.** All items are to be delivered to the Department's Central Office at 10B Airline Drive, Albany, NY 12235

The Contractor must notify the Department's mailroom, (518) 457-3474, at least twenty-four (24) hours before the arrival of a shipment to the Department.

An itemized bill of lading showing item name, quantity, and weight, must be furnished by the contractor at the time of delivery.

Preparatory Materials

All mechanicals, negatives, disks and magnetic cartridges are or will become the property of the Department, and must be delivered to the Department within fifteen (15) days after completion of job.

CONTRACT TERMS

The Department is seeking bids for an initial 12-month contract beginning April 1, 2005. Any contract awarded will contain provisions authorizing a renewal or extension of the contract at the Department's option for another 12-month period. A copy of the standard clauses that set forth the general terms and conditions required in all contracts awarded by the Department as well as any special conditions that will be required for this contract is attached hereto (*see* Attachment 3) and is hereby expressly made a part of this IFB as fully as if set forth at length herein. The initial contract and any subsequent renewals are contingent on the availability of funding and approval by the Department, the Attorney General's Office and Office of the State Comptroller. Price escalation will not be allowed and is specifically excluded from the terms

and conditions of the Invitation for Bid, its specifications and subsequent contract award. Subcontracting of any portion of the services required by this IFB shall not be permitted.

Appendix A (Standard Clauses for All State Contracts)

Appendix A (5/03 version), which is posted on the Department's website at www.agmkt.state.ny.us, is hereby expressly made a part of this IFB as fully as if set forth at length herein. The successful contractor will be responsible for complying with the terms and conditions contained therein.

Cancellation/Discharge of Contractor

The Department reserves the right to cancel the services under this contract at any time upon determination by the Department that the Contractor is unable or incapable of performing the service to the satisfaction of the Department, and in the event of such stoppage the Department shall have the right to arrange for completion of the service in such manner as it may deem advisable. If the costs of such completion exceed the amount of the contract, the Contractor shall be liable to the Department for all excess costs.

Contract Liaisons

The contractor will designate an employee to act as the primary contact person in all matters regarding this contract. Upon notification of award, contractor must provide the name, title, telephone and fax numbers of their contact person to the Department.

The Department's contact for questions regarding the specifications and requirements of the contract as well as questions regarding composition related matters and final approval of copy, proofs, and end product is Jonathan Thomson, Program Manager, New York State Farmers' Market Nutrition Program, 10B Airline Drive, Albany, NY 12235, Telephone: (518) 457-7076, FAX (518) 457-2716, Email: Jonathan.Thomson@agmkt.state.ny.us

All inquiries or correspondence regarding this contract must be through the appropriate contact person or their designees.

Invoicing and Payments

Payment will be made on a reimbursement basis. Invoices for payment shall be submitted to the Department on a New York State Standard Voucher provided by the Department.

Notification of Problems by Contractor

If the contractor anticipates any delays or problems which may affect the quality, construction, manufacturing, or processing of the any of the required items, they must immediately serve written notification to the Department stating specifically the problem and/or delay and expeditiously pursue any remedies that may be necessary.

QUALIFICATIONS

Bids will be considered only from bonafide printing companies possessing printing equipment capable of producing the printing requirements described in this invitation for bids. Bidders must have completed at least two printing jobs (of similar size and scope) for two different clients. These jobs must have been completed within the past three years.

PROPOSAL FORMAT

The bidder is solely responsible for the content and completeness of the proposal. The Department may request clarification from the bidder regarding items in the proposal. However, the Department is under no obligation to solicit information missing from the proposal.

The proposal shall be organized in the following format (submit the original and (1) copy):

Section 1: Qualifications of Bidder

1.1 Completed Bidder's Certification (*See Cover Page*)

1.2 Work Samples -- Provide a minimum of two samples of items with similar specifications that were printed by the bidder. Include a short narrative (no more than one page) describing the jobs in terms of printing, deadlines, and any problems encountered in carrying out the work.

1.3 References -- Provide a list of at least three references from clients for whom you have provided printing services, including references for each work sample submitted. References should demonstrate the ability of the bidder to perform jobs similar in scope to the size, nature and complexity of the outlined bid. The references shall include the:

- Name, address, contact person, telephone number, and fax number for the referenced account; and
- Volume of business performed within the past three years for each referenced account.

The Department reserves the right to contact any or all of the clients listed to verify the information provided.

1.5 Attach a signed copy of any addendums obtained from Department website.

Section 2: Financial Proposal

All bids must be submitted on the attached Request for Bid Form (Attachment 2). All bids must include the following:

- Price per 1,000 on total quantities specified; and
- Price for additional M's for quantity adjustments to increase up to 10% of quantities specified.

Incomplete Bids will be rejected. The total quantities listed for each item are minimum ordering quantities. The actual quantity of each item could vary over the quantities shown, therefore bidders must show prices for additional M's. No underruns will be permitted. The final quantity for Items 1 and 2 will be determined by April 1, 2005. The final quantity for Item 3 will be determined by April 22, 2005. Any subsequent adjustments, due to extenuating circumstances, will be negotiated with the contractor. Prices quoted are to be firm for the entire period of the contract.

OTHER REQUIRED DOCUMENTS

1. Contractor Responsibility Questions (Attachment 4)
2. MacBride Stipulation (Attachment 5) -- The bidder shall certify that it either has no business operations in Northern Ireland, or if it does have such business operations, it shall take lawful steps in good faith to conduct such operations in accordance with the MacBride Fair Employment Principles.
3. Signed and Notarized Non-Collusive Bidding Certification (Attachment 6)

DECISION CRITERIA

The Department will evaluate the proposals in two stages. If deemed to be in the best interest of the Department and the State, a contract will be awarded to the single qualified responsible bidder whose proposal represents the lowest total cost to the Department.

Note: The Department reserves the right to reject all proposals and to seek new proposals if it is determined that it is in the best interest of the Department and the State.

The evaluation of the proposals will be done in 2 stages as follows:

Stage 1 – Evaluation of the Bidder Qualifications

Each proposal will be screened to eliminate from contention any bidder that fails to meet the qualification requirements using the criteria below. A “No” response to any of the evaluation standards below will result in disqualification of the bidder.

<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	1. Did the bidder provide a list of at least 3 clients? <ul style="list-style-type: none"> • Did the bidder provide at least 2 samples of the work done within the past 3 years for 2 separate clients identified on the list of references? • Does the bidder have experience in providing the services required to satisfy the IFB? The Department reserves the right to contact the references to verify that the bidder did perform the services for the clients and performed those services in a timely manner.
<input type="checkbox"/> Yes <input type="checkbox"/> No	2. Did bidder comply with the recycled content and recycled certification requirements?
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	3. Did bidder submit a signed copy of the addendum(s)?
<input type="checkbox"/> Yes <input type="checkbox"/> No	4. Did the bidder provide a bid for all 3 items?

Stage 2- Evaluation of Financial Proposal

Proposals that pass the qualitative screen in Stage 1 will be evaluated on the basis of the lowest total bid price. Award shall be made by Grand Total Bid for all Items based on the cumulative total of the Weighted Grand Totals for all Items.

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

The Department of Agriculture and Markets recognizes the need to take affirmative action to insure that Minority and Women Owned business enterprises and minority and women employees are given the opportunity to participate in providing goods and services sought by the Department. This opportunity for full participation in our free enterprise system by traditionally, socially and economically disadvantaged persons is essential to obtain social and economic equality and improve the functioning of the State economy. Accordingly, it is the policy of the Department to foster and promote the full participation of such individuals and business firms in the Department's contracting program.

The bidder, by bidding on this contract, acknowledges his or her understanding and support for the social policy herein stated and pledges to fully cooperate with the State of New York in the implementation of this policy, and further to exert a good faith effort to solicit and obtain the participation of such individuals and firms as subcontractors, suppliers and employees on this contract.

For this contract the Department has established the following goals:

Minority-Owned business enterprises	1%
Women-Owned business enterprises	1%

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

Pursuant to Tax law Section 5-a, contractors with New York State are required to certify whether or not the contractor, its affiliates, its subcontractors and affiliates of its subcontractors are required to register to collect state sales and compensating use tax. The successful contractor will be required to complete and sign, under penalty of perjury, the Contractor Certification Form ST-220. (See Attachment 7) Contractors must also submit a copy of the Certificate of Authority, if available for itself, any affiliates, any subcontractors and any affiliates of the subcontractors required to register to collect state sales and compensating use tax. If Certificates of Authority are unavailable, the contractor, affiliate, subcontractor or affiliate of subcontractor must represent that it is registered and that it has confirmed such status with the Department of Taxation and Finance

FREEDOM OF INFORMATION

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

NYS Department of Agriculture and Markets
Farmers' Market Nutrition Program

SPECIFICATIONS -- ITEM #1 FRUIT & VEGETABLE GUIDE

- QUANTITY: Two lots of saddle stitched books, 16 pages plus cover, as follows:
English - Minimum of 200,000 copies
Spanish - Minimum of 50,000 copies
Both lots will be ordered at the same time.
- SIZE: 3-1/2" x 8-1/2" - no bleeds.
- STOCK: Text Pages: 60 lb. white, Springhill recycled offset, or equal.
Cover:
English Edition - 65 lb. apple green Torchglow opaque cover (recycled), or equal.
Spanish Edition - 65 lb. canary Torchglow opaque cover (recycled), or equal.
- COPY: The Department will provide negatives by April 1, 2005.
- PRESSWORK: All lots print 2 colors throughout.
- INK: Black plus a PMS Color to be specified. *NOTE:* All lithographic inks used in the production of New York State printing requirements must contain the following minimum percentages of vegetable oil: New Inks - 40%; Sheet Fed Inks - 20%; Forms Inks - 20%; heat Set Inks - 10%.
- BINDING: Saddlestitch on 8-1/2" dimension.
- PROOFS: Two sets of proofs are required no later than 5 working days after receipt of order.
- DELIVERY: **Required no later than April 22, 2005.**

NYS Department of Agriculture and Markets
Farmers' Market Nutrition Program

SPECIFICATIONS -- ITEM #2 PROGRAM POCKET FOLDERS

- QUANTITY: 4 lots as follows:
Minimum of 300,000 English/Spanish bilingual
Minimum of 10,000 English/Russian bilingual
Minimum of 5,000 Creole
Minimum of 5,000 Chinese
All lots will be ordered at the same time.
- SIZE: 4-1/4" x 9" folded with glued inside pockets on both sides. Full bleed.
- STOCK: 8 pt. recycled coated one side cover, Cornwall or equal.
- COPY: Camera-ready copy will be furnished - all line copy. There will be an overall background tint with surprint and knockouts. The Department will provide copy by April 1, 2005.
- PRESSWORK: Prints 2 colors 1 side.
- INK: Two PMS colors to be specified. Same colors all lots. *NOTE:* All lithographic inks used in the production of New York State printing requirements must contain the following minimum percentages of vegetable oil: New Inks - 40%; Sheet Fed Inks - 20%; Forms Inks - 20%; heat Set Inks - 10%.
- CONSTRUCTION: Pocket folder with two inside pockets, glued along outside edges - no business card cut. English/Spanish bilingual and English/Russian bilingual folders have 7-1/2" inside pockets, Creole and Chinese folders have 4-1/2" inside pockets.
- PROOFS: Two sets of blues for each lot required no later than four working days after receipt of order.
- DELIVERY: **Required no later than April 22, 2005**

NYS Department of Agriculture and Markets
Farmers' Market Nutrition Program

SPECIFICATIONS ITEM #3 FARMERS' MARKET SCHEDULES

- QUANTITY:** 2 lots as follows
9 Upstate New York versions consisting of 1/3 of an 8.5 x 11 sheet printed on two sides of colored stock. Minimum 150,000 finished sets.
1 New York City version printed on 2 sides of 8.5 x 14 white stock, fan folded into quarters. Minimum 200,000 finished sets.
All lots will be ordered at the same time.
- SIZE:** Upstate versions 3.66 x 8.5.
New York City version 8.5 x 14 fan folded into quarters.
- STOCK:** 20 lb recycled in 9 different colors for the upstate version.
20 lb recycled white for the New York City version.
- COPY:** Laser originals will be supplied for the upstate version.
New York City version will be supplied on disk.
The Department will provide copy by April 22, 2005.
- PRESSWORK:** 1 color 2 sided for both versions.
- INK:** Black
- CONSTRUCTION:** Upstate version printed on 2 sides of 8.5 x 11 stock (3 copies per page) and cut into three equal portions resulting in 3 finished copies from each 8.5 x 11 sheet.
New York City version printed on both sides of 8.5 x 14 sheet consisting of text and a map. Finished sheets are folded into 4 equal panels.
- PROOFS:** Two sets of proofs required no later than four working days after receipt of order.
- DELIVERY:** **Required no later than May 6, 2005**

REQUEST FOR BID

State of New York
Department of Agriculture and Markets

Support Materials for New York State Farmers' Market Nutrition Program and Senior Farmers' Market Nutrition Program

BID OPENING**DATE:** March 8, 2005**TIME:** 4:30 P.M.

Contact: Jonathan Thomson
(518) 457-7076

Bid must be on this form - Price quoted is F.O.B. destination

BIDS FOR EACH ITEM MUST INCLUDE THE COST OF PRINTING, BUNDLING AND SHIPPING

NOTE: The Department reserves the right to reject any/all bids.

ITEM #1 FRUIT & VEGETABLE GUIDE	Quantity*	Price Per M	Total	Weighted Factor	Total
English Version	200,000	\$	\$	45%	\$
Spanish Version	50,000	\$	\$	45%	\$
ADDITIONAL M'S					
English Version	20,000	\$	\$	5%	\$
Spanish Version	5,000	\$	\$	5%	\$
TOTAL BID – ITEM #1:			\$		\$

ITEM #2 PROGRAM POCKET FOLDERS	Quantity*	Price Per M	Total	Weighted Factor	Total
English/Spanish bilingual	300,000	\$	\$	60%	\$
English/Russian bilingual	10,000	\$	\$	20%	\$
Creole	5,000	\$	\$	5%	\$
Chinese	5,000	\$	\$	5%	\$
ADDITIONAL M'S					
English/Spanish bilingual	30,000	\$	\$	6%	\$
English/Russian bilingual	1,000	\$	\$	2%	\$
Creole	500	\$	\$	1%	\$
Chinese	500	\$	\$	1%	\$
TOTAL BID – ITEM #2:			\$		\$

ITEM #3 FARMERS' MARKET SCHEDULES	Quantity*	Price Per M	Total	Weighted Factor	Total
Upstate NY Version	150,000	\$		45%	\$
NYC Version	200,000	\$		45%	\$
ADDITIONAL M'S					
Upstate NY Version	20,000	\$		5%	\$
NYC Version	5,000	\$		5%	\$
TOTAL BID – ITEM #3:			\$		\$

GRAND TOTAL BID – ALL ITEMS:	\$	\$
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** Except for the minimum ordering quantities, all quantities listed are estimated and contract shall be only for the actual quantities ordered during the course of the contract.*

I hereby certify that 1) the prices quoted above are the same as or lower than those quoted other corporations, institutions and government agencies on similar services, quantities, terms and conditions; and 2) all prices include the cost of shipping the items to the Department's Central Office Facilities at 10B Airline Drive, Albany, NY 12235..

Bidder's Firm Name

Federal Identification Number

Street Address

City, State, Zip

Bidder's Signature

Official Title

Printed or Typed Signature's Name

Telephone Number

E-Mail Address

Fax Number

AGREEMENT

New York State Department of Agriculture and Markets I Winners Circle Albany, NY 12235-0001 Agency Code 06000	Contract Number: Amount of Agreement: \$ Contract Period: to Renewal Date: Federal ID:
Contract Authority: Agriculture and Markets Law § 16(32)	

Contractor Name/Project Sponsor:

Street: _____ City: _____ State: **NY** Zip: _____

Billing Address (if different from above):
 Street: _____ City: _____ State: _____ Zip: _____

Title/Description of Project:

THIS AGREEMENT INCLUDES THE FOLLOWING: <input checked="" type="checkbox"/> This Coversheet <input checked="" type="checkbox"/> Appendix A (Standard Clauses for all New York State Contracts) <input checked="" type="checkbox"/> Appendix B (Project Budget) <input checked="" type="checkbox"/> Appendix C (Invitation for Bids) <input checked="" type="checkbox"/> Appendix D (The Department's General Conditions) <input checked="" type="checkbox"/> Appendix E (The Department's Special Conditions) <input type="checkbox"/> Appendix F - Other (Identify)	FOR AMENDMENTS CHECK THOSE THAT APPLY: <input type="checkbox"/> Additional Work <input type="checkbox"/> Extension of Time From _____ to _____ <input type="checkbox"/> Increase Amount <input type="checkbox"/> Decrease Amount <input type="checkbox"/> Renewal: Remaining <input type="checkbox"/> Revised Budget <input type="checkbox"/> Revised Scope of Work <input type="checkbox"/> Other
	If Increase/Decrease in Amount: Previous Amount: \$ _____ Increase/decrease _____ New Total: \$ _____

The Contractor and the Department agree to be bound by the terms and conditions contained in this Agreement

CONTRACTOR	NYS DEPARTMENT OF AGRICULTURE & MARKETS
Signature of Contractor's Authorized Representative: _____ Date: _____ Typed or Printed Name of Above Representative: _____ Title of Authorized Representative: _____ Notary Public: On this day before me personally appeared _____, to me known, and known to me to be the same person who executed the above instrument and duly acknowledged the execution of the same.	Signature of Authorized Official: _____ Date: _____ Typed or Printed Name of Above Official: _____ Title of Authorized Official _____ State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.
Attorney General:	Approved: Alan G. Hevesi, Comptroller By:

APPENDIX D

GENERAL CONDITIONS FOR AGREEMENTS

NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS

These general conditions apply to the administrative aspects of the agreement and reflect New York State's contract record keeping and payment procedures. These general conditions cannot be changed.

PAYMENT

Payment shall be made to the **Contractor** under this Agreement upon the submission of a payment request (standard voucher), the required progress report and a budget report in the format prescribed by the **Department**.

The **Contractor** shall submit all requests for payment and reports to the following address: NYS Department of Agriculture and Markets, Division of Fiscal Management, 10B Airline Drive, Albany, NY 12235. Invoices, Standard Vouchers and any reports will not be considered received by the **Department** and any interest which may be due the **Contractor** will not begin to accrue until they have been received by the Division of Fiscal Management.

Initial payment to the **Contractor** under this Agreement shall not be made unless the **Contractor** shall have submitted to the **Department** a written payment request together with such information as required by the Agreement. Initial payment shall not be due until the latter of either the last day of the _____ calendar month of the term of this Agreement, or the thirtieth calendar day after receipt of the payment request, where contract funds have been appropriated and made available to the **Department**.

Payments shall not be made if the **Contractor** fails to file the progress reports and budget reports, if any, as required by this Agreement. The **Contractor's** payment requests shall include a statement of expenses and charges by major budget category for work actually performed or expenses incurred in accordance with the terms of this Agreement during the period covered by the request.

Upon examination of the **Contractor's** payment requests and supporting material, the **Department** may, in its sole discretion, modify or adjust the amount requested to reflect contract funds expended as of the date of the request. Subsequent to its review and approval of the payment request, the **Department** will transmit the request to the Comptroller for payment.

The total payment made under this Agreement will not exceed the **Contractor's** actual costs and expenses arising from the completion of the work under this Agreement.

Final payment, including payment of retained amounts if any, shall not be made until work under the Agreement is completed to the satisfaction of the **Department** and the **Contractor's** final performance report and a final budget report detailing receipt and

expenditure of all funds received pursuant to this Agreement by major budget category are received and accepted by the **Department**. Satisfactory completion and acceptance shall be defined as conformance to established standards for such reports and conformance to the attached plan of work.

PAYMENT CONTINGENCY

Funds for payment under this Agreement are provided to the **Department** through appropriations from the New York State Legislature. These appropriations are made on a fiscal year basis. New York State's fiscal year begins on April 1 of each calendar year and ends on March 31 of the following calendar year. Funds for payments under this Agreement were or are expected to be appropriated to the **Department** during fiscal year **2005-2006**. Payments made after fiscal year **2005-2006** or payment for work pursuant to this Agreement which is completed or continued by the **Contractor** after fiscal year **2005-2006** is subject to appropriation of funds by the Legislature in each subsequent fiscal year.

RETAINAGE

The **Department** shall retain ten (10) percent of the budget amount of this Agreement once payment to the **Contractor** equals ninety (90) percent of the budget amount to ensure completion of the work under this Agreement. The total amount retained shall be paid to the **Contractor** together with the final payment under this Agreement and shall be subject to the same conditions as the final payment.

FINANCIAL LIMIT

The financial limit of State appropriated funds under this Agreement is **Dollars (\$)** and the **Department** shall not be obligated to make any payment to the **Contractor** in excess of that amount.

CONTRACT EXPENDITURES

Expenditures under this Agreement shall conform to the budget annexed as Appendix B, provided however, that the **Contractor** may vary budget amounts by not more than fifteen percent (15%) within each specific budget category. Any budget variance in excess of fifteen percent (15%) shall be made only upon the prior written approval of the **Department**. This paragraph does not apply to budget amounts of one thousand dollars (\$1,000.00) or less.

NON-DUPLICATION OF PAYMENTS

The payments received by the **Contractor** under this Agreement shall not duplicate payments received from any other source for the work performed under this Agreement. In the event of such duplication, the **Contractor** shall remit to the **Department** the amount which duplicates payment received from other sources.

RECORDS MAINTENANCE, EXAMINATION AND RETENTION

The **Contractor** shall maintain records and accounts in specific detail to identify all contract funds received and expended under this Agreement. The **Contractor** shall maintain a daily written record which contains the name(s) of the officer(s) and employee(s) providing services under this Agreement and the amount of time expended upon such services.

The **Contractor** shall maintain the records required under this paragraph as set forth in Appendix A to this Agreement.

INDEMNIFICATION

The **Contractor** agrees to indemnify and hold harmless the State of New York and the **Department** from all liability incurred by the **Department** for bodily injury and personal property damage resulting from the negligent acts, errors or omissions of the **Contractor**, its officers, agents or employees in the provision of services under this Agreement, provided that the **Department** promptly notify the **Contractor** of any such claim and afford the **Contractor** an opportunity to defend such claim and cooperate fully with the **Contractor** in the defense of any claims.

NON-SECTARIAN PURPOSE

The **Contractor** shall not expend funds received under this Agreement for any purposes other than for performance of the work under this Agreement, and hereby represents that no contract funds shall be expended directly or indirectly for any private or sectarian purpose.

CONTRACTOR NOT DEPARTMENT EMPLOYEE OR AGENT

Neither the **Contractor**, nor its agents, employees, suppliers or subcontractors shall be in any way deemed to be employees or agents of the **Department** or of the State of New York in performing the work under this Agreement.

DEVIATION FROM WORK

The **Contractor** shall perform the work under this Agreement as outlined in the scope of work annexed as Appendix C. Any substantial deviation from the plan of work shall require the prior written approval of the **Department**.

TERMINATION

The **Department** may terminate this Agreement for convenience upon giving thirty (30) days written notice to the **Contractor**. This Agreement may be terminated at any time upon mutual written consent of the **Department** and the **Contractor**. Upon termination, the **Contractor** shall immediately cease work and prepare a statement of costs, expenses and non-cancelable commitments incurred as of the date of such termination.

The **Department** may terminate this Agreement for cause upon giving one (1) days written notice.

The **Contractor's** failure to perform in accordance with the terms of this Agreement due to circumstances reasonably beyond the **Contractor's** control should not constitute cause for termination pursuant to this provision. In the event of such failure to perform, the **Department** may, at its option, either grant the **Contractor** a specified period in which to correct its performance, or terminate this Agreement in accordance with this paragraph.

MODIFICATION

This Agreement may not be modified unless such modification is made in writing, executed by the **Department** and the **Contractor** and approved by the Attorney General and Comptroller of the State of New York.

NECESSARY SIGNATURES

This Agreement shall not be binding and effective upon the **Department** unless and until approved by the Attorney General and the Comptroller of the State of New York.

APPENDIX E
SPECIAL CONDITIONS FOR AGREEMENTS
NEW YORK STATE DEPARTMENT OF
AGRICULTURE AND MARKETS

These special conditions apply to the administrative aspects of this particular agreement. These special conditions cannot be changed.

RENEWAL

This Agreement may be renewed by the **Department** in its sole discretion for successive terms not to exceed one (1) year, subject to the approval of the Attorney General and Comptroller of the State of New York.

INSURANCE

The **Contractor** shall obtain and keep in force during the term of this Agreement insurance policies, naming the State of New York and the **Department** as additional insured as follows:

TYPE	AMOUNT
COMMERCIAL GENERAL LIABILITY INSURANCE	\$1,000,000

Certificates of insurance showing the above coverages shall be provided to the **Department** within ten (10) business days from the date the **Contractor** executes the Agreement. The certificates shall provide that the policies shall not be amended or cancelled upon less than ten (10) days written notice to the **Department** from the policy issuers.

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE

For this Agreement the **Department** has established the following goals:

Minority business enterprises	1%
Women owned business enterprises	1%

DELIVERY DELAYS

The **Contractor** shall notify the **Department** promptly if they anticipate any delays in meeting the deadlines for delivery set forth in the Invitation for Bids.

Date: _____

STATE OF NEW YORK
Contractor Responsibility Questionnaire

Contract No. _____

THE NEW YORK STATE OFFICE OF THE STATE COMPTROLLER REQUIRES THAT THE FOLLOWING INFORMATION BE OBTAINED IN ORDER TO PROCESS YOUR CONTRACT.

1. CONTRACTOR NAME: _____

2. FEDERAL ID NO. (FEIN) or SOCIAL SECURITY NO.: _____

3. D/B/A — Doing Business As (if applicable): _____ COUNTY FILED: _____

4. DO YOU USE, OR HAVE YOU USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-3 ABOVE? YES NO

If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

5. WEBSITE ADDRESS (if applicable): _____

6. Address: Street: _____ City: _____

State: _____ Zip Code: _____ County: _____

7. Telephone Number: () _____ 8. Fax Number: () _____

AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE:

AUTHORIZED CONTACT FOR THE PROPOSED CONTRACT:

Name: _____

Name: _____

Title: _____

Title: _____

Telephone Number: () _____

Telephone Number: () _____

E-Mail: _____

E-Mail: _____

Fax Number: () _____

Fax Number: () _____

10. Type of Business: (please check appropriate box and provide additional information):

a) Business Corporation State of Incorporation: _____

b) Sole Proprietor State/County filed in: _____

c) General Partnership State/County filed in: _____

d) Not-for-Profit Corporation Charities Registration or Identification Number: _____

e) Limited Liability Company (LLC) Jurisdiction filed in: _____

f) Limited Partnership State/County filed in: _____

g) Individual

h) Other—Specify: _____ Jurisdiction Filed (if applicable): _____

*IF NOT INCORPORATED IN NEW YORK STATE, PLEASE PROVIDE A COPY OF AUTHORIZATION TO DO BUSINESS IN NEW YORK STATE FILED WITH THE NEW YORK STATE DEPARTMENT OF STATE (DOS) OR INDICATE WHY YOU BELIEVE YOU ARE NOT REQUIRED TO BE AUTHORIZED. Note: If your firm is currently applying for authorization to do business in New York State please provide a copy of your application.

11. LIST NAME AND TITLE OF EACH DIRECTOR, OFFICER, MEMBER AND OWNER, as applicable (attach additional sheets as necessary):

a) _____

b) _____

c) _____

d) _____

Date: _____

STATE OF NEW YORK
Contractor Responsibility Questionnaire

Contract No. _____

12. HAVE YOU BEEN CERTIFIED BY THE STATE OF NEW YORK AS A MINORITY-OWNED BUSINESS ENTERPRISE, A WOMEN-OWNED BUSINESS ENTERPRISE OR IN COMPLIANCE WITH FEDERAL REGULATIONS A DISADVANTAGED BUSINESS ENTERPRISE? Yes No

If yes, list the certification: _____

13. **WITHIN THE PAST FIVE YEARS, HAS THE CONTRACTOR, ANY AFFILIATE¹, ANY OWNER OR OFFICER OR MAJOR STOCKHOLDER (5% OR MORE SHARES) OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS BEEN THE SUBJECT OF ANY OF THE FOLLOWING:**

- (a) a judgment or conviction for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? Yes No
- (b) a criminal investigation or indictment for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? Yes No
- (c) an unsatisfied judgment, injunction or lien for any business related conduct obtained by any federal, state or local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency? Yes No
- (d) an investigation for a civil violation for any business related conduct by any federal, state or local agency? Yes No
- (e) a grant of immunity for any business-related conduct constituting a crime under federal, state or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? Yes No
- (f) a federal, state or local government suspension or debarment from the contracting process? Yes No
- (g) a federal, state or local government contract suspension or termination for cause prior to the completion of the term of a contract? Yes No
- (h) a federal, state or local government denial of a lease or contract award for non-responsibility? Yes No
- (i) an administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state or local contract or lease? Yes No
- (j) a federal, state or local determination of a willful violation of any public works or labor law or regulation? Yes No
- (k) a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? Yes No
- (l) a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local government laws? Yes No

¹ "Affiliate" meaning: (a) any entity in which the contractor 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 contractor; 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 contractor 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.

Date: _____

STATE OF NEW YORK
Contractor Responsibility Questionnaire

Contract No. _____

- (m) an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful? Yes No
- (n) a rejection of a bid on a New York State contract or a lease with the state for failure to comply with the MacBride Fair Employment Principles? Yes No
- (o) a citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:
 - federal, state or local health laws, rules or regulations Yes No
 - unemployment insurance or workers' compensation coverage or claim requirements Yes No
 - ERISA (Employee Retirement Income Security Act) Yes No
 - federal, state or local human rights laws Yes No
 - USCIS (U.S. Citizenship and Immigration Services) and Alienage laws Yes No
 - Sherman Act or other federal anti-trust laws Yes No
- (p) an agreement for a voluntary exclusion from contracting with a federal, state or local governmental entity? Yes No
- (q) a denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status? Yes No
- (r) a rejection of a low bid on a federal, state or local contract for failure to meet statutory affirmative action or Minority or Women's Business Enterprise or Disadvantaged Business Enterprise status requirements on a previously held contract? Yes No
- (s) a finding of non-responsibility by an agency or authority due to the intentional provision of false or incomplete information as required by Executive Order 127? Yes No
- (t) a bankruptcy proceeding Yes No

FOR EACH YES ANSWER TO QUESTIONS 13 a-t, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING, BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

14. DURING THE PAST 3 YEARS, HAVE YOU FAILED TO:

- (a) **FILE RETURNS OR PAY ANY APPLICABLE FEDERAL, STATE OR LOCAL GOVERNMENT TAXES?** Yes No

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount you failed to file/pay and the current status of the liability: _____

- (b) **PAY NEW YORK STATE UNEMPLOYMENT INSURANCE?** Yes No
If yes, indicate the years you failed to file/pay the insurance and the current status of the liability: _____

15. DO YOU HAVE THE FINANCIAL RESOURCES NECESSARY TO FULFILL THE REQUIRMENTS OF THE PROPOSED CONTRACT? Yes No

16. HAVE THERE BEEN ANY COMPLAINTS OR REPORTS OF DEVIATION WITHIN THE PAST 3 YEARS FOR CONTRACT PERFORMANCE ISSUES ARISING OUT OF YOUR CONTRACTS WITH ANY FEDERAL, STATE OR LOCAL AGENCY? Yes No

17. IF A NOT-FOR-PROFIT ORGANIZATION, ARE YOU UP TO DATE IN FILING REQUIRED REPORTS WITH THE NEW YORK STATE ATTORNEY GENERAL'S CHARITIES BUREAU PURSUANT TO EPTL §8-1.4 AND NEW YORK STATE EXECUTIVE LAW ARTICLE 7-A? Yes No
 N/A

Date: _____

STATE OF NEW YORK
Contractor Responsibility Questionnaire

Contract No. _____

State of _____)
)ss:
County of _____)

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 to make a determination regarding the award of a 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 be punished as a crime under state and federal law and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

_____	_____
Name of Business	Signature of Officer or Individual
_____	_____
Address	Typed Copy of Signature
_____	_____
City, State, Zip	Title

Principal place of business if different from address listed above (include complete address):

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

Notary Public
Registration No:
State:

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

STIPULATION

Chapter 807 of the Laws of 1992 prohibits a State department from contracting for the supply of goods and services or construction with any **Contractor** who does not agree to stipulate that it either has no business operations in Northern Ireland, or if it does have such business operations, it shall take lawful steps in good faith to conduct such operations in accordance with the MacBride Fair Employment Principles.

PLEASE READ AND INITIAL EITHER STATEMENT #1 OR STATEMENT #2. DO NOT INITIAL BOTH STATEMENTS.

- _____ 1. The Contractor, and any individual or legal entity in which the Contractor holds a 10% or greater ownership interest and any individual or legal entity that holds a 10% or greater ownership interest in the Contractor has no business operations in Northern Ireland.

- _____ 2. The Contractor, and any individual or legal entity in which the Contractor holds a 10% or greater ownership interest and any individual or legal entity that holds a 10% or greater ownership interest in the Contractor 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 and shall permit the independent monitoring of their compliance with such principles.

Dated: _____

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

BY SUBMISSION OF THIS BID, ANY BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

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

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

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

Signature _____

Name (Typed) _____

Company Position _____

Company Name _____

Date Signed _____

Sworn to before me this

_____ day of _____, 2005

Notary Public

Signature _____

Name (Typed) _____

Company Position _____

Company Name _____

Date Signed _____

Sworn to before me this

_____ day of _____, 2005

Notary Public