

**DEPARTMENT OF AGRICULTURE AND MARKETS
REQUEST FOR PROPOSALS**

Radio Frequency Identification (RFID) Crate Tracking System

May 2008

This Request for Proposals (RFP) is issued by the New York State Department of Agriculture and Markets (Department) to invite qualified proposers to submit a proposal to provide a crate tracking system for poultry in New York State.

Proposals should be submitted in accordance with Section IV, D of this RFP and **must be received** by the Department no later than **4:30 PM EDT on June 24, 2008**.

Inquiries about this RFP **must be submitted in writing** (facsimile or e-mail will be accepted) and directed to:

Dr. Joy Bennett
NYS Department of Agriculture and Markets
10B Airline Drive
Albany, New York 12235
Fax: (518) 485-7773
E-Mail – joy.bennett@agmkt.state.ny.us

All questions **must be submitted and received no later than June 12, 2008**. 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 no later than **June 16, 2008**. The questions and answers, when posted, will become a formal addendum to this RFP.

In the event that it becomes necessary to revise any portion of the RFP, the revision will be posted on the Department's website, www.agmkt.state.ny.us. All proposers are responsible for keeping informed of any revisions to this RFP.

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1. Standard Department Contract
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4. MacBride Fair Employment Questionnaire
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I. PROCUREMENT TIMELINE

The following is a timeline for the RFP process and project development:

<u>Event</u>	<u>Date</u>
RFP Issued	June 3, 2008
Final Date for Questions	June 12, 2008
Responses to Questions Posted	June 16, 2008
Proposals Due	June 24, 2008

II. INTRODUCTION

The live bird marking system (LBMS) is an important industry in New York State. On an annual basis, more than 25 million birds are transported and sold through the LBMS. The Department seeks to help protect the economic viability of New York's \$125,000,000 per year poultry industry by limiting the transmission of avian influenza between poultry distributors and live poultry markets. Avian influenza is caused by a virus that can strike susceptible poultry populations and may produce severe morbidity and mortality in a short period of time. It spreads rapidly, within and between flocks, through the movement of infected birds and contaminated fomites. The live poultry markets play a key role in the ability of the avian influenza virus to cause severe morbidity and mortality in a poultry population. The virus becomes established in the markets through the introduction of infected birds by poultry distributors. In the past 25 years, avian influenza has posed a threat and has resulted in millions of dollars in damages to the poultry industry in New York State and other northeastern states. Department regulations require poultry dealers and poultry transporters to record and maintain certain information regarding the movement of poultry. Poultry dealers and poultry transporters are also required to clean and disinfect their facilities, use mechanical crate washers and to compile and maintain records of the dates and times that the crates were cleaned and disinfected. This record keeping must currently be done manually and is very labor intensive. To improve avian influenza control measures the Department, in cooperation and with federal financial assistance from the United State Department of Agriculture, Animal and Plant Health Inspection Service, seeks to develop a more efficient electronic identification system of tracking and recording the movement of poultry from supplier and distributor to live bird markets in New York. This system must be capable of tracing back infected birds from live bird markets to source farms.

III. SCOPE OF WORK

The Department is seeking proposals that will provide a comprehensive system of hardware and software that uses RFID devices as the primary identifier of bird shipping crates including the origin premises, destination premises, and third party crate washing facilities. This system must have the ability to electronically record the origin premises, the destination premises identifiers and then associate that identifier with all bird crates scanned that day prior to movement and that are scanned as they are unloaded for delivery. This system must also have the ability to record when a crate passes through a mechanical crate washer at a third party crate washing facility.

The following items will be completed or delivered to the Department upon the conclusion of the entire project. Some items may be developed jointly with Department personnel during various analysis and development activities and delivered to the Department for acceptance upon completion of that particular activity. A final version of each deliverable will be identified as such, dated and its acceptance by the Department documented.

1. A Functioning System of RFID Devices, Readers, (handheld and/or stationery), Antennae, Software, and Devices to Accomplish Automatic Transmission of Data to the Division of Animal Industry Databases.

The system must be readily expandable to provide crate tracking for additional farms, haulers, live bird markets and third party crate washing facilities. The successful proposer will be responsible for the installation of the RFID tags onto existing crates owned by poultry distributors participating in this project. The successful proposer must indicate the willingness to work with crate manufacturers for the future development and production of an integrated crate RFID device.

2. End-user Device and Software Documentation, Implementation and Training.

End-user tools are a fundamental part of the crate tracking system project. All tools that are accepted by the Department should be implemented by the successful bidder.

Users should be trained on the implemented tools by the successful bidder.

3. Test Plan and Results Document. Development of a test plan and thorough checking of the implementation of the Crate Tracking System Project. As testing progresses, results will be documented, errors will be corrected and end-user acceptance will be gained.

4. Deployment plan and Results Document. A plan will be developed for deployment of the Crate Tracking System once it is fully tested and accepted. Deployment status will be documented as it progresses.

5. Final Crate Tracking Project Implementation and Documentation. The final, fully tested and accepted version of the Crate Tracking System and all associated sub-systems will be delivered to the Department in electronic form, with full access to all source code, forms and table definitions, etc. Any portion of the system to be hosted on Department hardware will be delivered in two versions - a production and a development version. Any database to be hosted on Department hardware will be installed in two identical configurations on development and production database servers and will initially be loaded with functionality identical data sets. The completed system will be made accessible to the following functional user categories - central office administration, field employees, Department operations and designated external users.

6. Technical Support and Customer Education Documents. Electronic and hard copy documentation of all program code developed for the Crate Tracking System will be delivered to the Department.

Proposals should address the following:

1) Location

During the development of the system, RFID detection and logging will occur at poultry source farms, a New York City Poultry Distributor and its crate washing department, live bird retail markets and a crate washing facility in Harris, New York. Hand-held reading units will be used at source farms and live retail bird markets. Stationary reading units are to be used at third party crate washers. A combination of stationary and hand-held units will be used at the New York City distributor.

2) Hardware

- a. RFID Devices (tags)
- b. Less than \$1.00 per device
- c. Durable
 - i. Survive temperatures ranging from - 26 ° C to 80 ° C.
 - ii. Survive exposure to high pressure water sprays.
 - iii. Survive exposure to common cleaning and disinfecting chemicals.
 - iv. Survive exposure to poultry manure.
 - v. Survive prolonged exposure to sunlight.
 - vi. Readable from 1.0 meters or farther away.
 - vii. Permit secure attachment to existing plastic bird delivery crates.
 - viii. Last a minimum of 3 years.
- d. RFID Reading Devices.
 - i. Handheld

1. Easy to use, carry, and re-charge.
2. Durable.
3. Able to read RFID devices from at least 1.0 meters.

Units that can read from longer distances will be preferred.

4. Able to read RFID identifiers at origin and distribution premises ID with the crate ID's.
5. Wireless, one-button or automatic upload of scanned data to NYS DAI database is preferred.
6. Stationary reader equipment for crate washing facilities:
 - a. The Department envisions the use of stationary readers at crate washing facilities and the pilot LBM poultry distributor in NYC. The Department will consider the use of stationary readers at other locations only if they are more economical than handheld devices and do not interfere with business operations at these premises.
 - b. Limited reading zone: the Department wants to verify that the crates actually go through the washer, so an antenna set near the conveyor that carries the crates out of the washer would be desirable. The reception and reading zone for the antenna should be limited to the area immediately around the washer exit, so that all crates in the general vicinity are not read.

- c. Equipment must survive temperatures from 0 ° C to 60 ° C.
 - d. Able to read RFID identifiers and then associate the third party crate washing facility ID with the crate ID.
 - e. A time and date stamp for each RFID device read is needed.
 - f. Automatic upload of scanned data to Department database at intervals no greater than 12 hours.
 - g. Ability to save data locally.
 - h. Must be able to send data to facility owner's computer system if the owner desires.
- e. Quantities Needed:
- 1. RFID tags: 30,000
 - 2. Handheld reader units: 50
 - 3. Stationary Reader Units: 4
 - a. Crate washing facility located in Harris, NY will have 1 stationary unit for a single crate washer.
 - b. The NYC distributor will have 2 stationary units in its crate washing department for 2 separate crate washing machines, located side-by-side. In addition, another stationary unit should be placed at the truck entrance of the facility to record crate movements as they enter the building. If this is determined not to be practical, we would need an additional unit to read the

crates as they are being unloaded from trucks.

7) Software

a. Data uploads must be in a format readily usable by the Department's Via Herd System, .xml files are preferred. The Department will provide the necessary .xml scheme.

8) User Groups

- a. Department Division of Animal Industry personnel:
 - i. primary use of system will be to verify that movement requirements are being observed.
- b. Department Division of Animal Industry Program Managers.
 - i. To confirm compliance with crate washing requirements.
 - ii. to identify exceptions
- c. Department Division of Information Systems Personnel
 - i. Will need administrative data access to systems that interact with Department systems.
- d. Trace First
 - i. The contractor responsible for the Via Herd system.
 - ii. Receives data uploads from crate tracking system, analyze, report to the Department.
- e. Origin Farm Owners/Managers
 - i. Crate ID's will be associated with their premises as the crates are loaded for delivery to NYC Live Bird Markets.
- f. Live Bird Market Owners/Managers
 - i. Crate ID's will be associated with their premises as the crates are loaded for delivery to NYC live bird markets.

- g. Live Bird Market Distributors
 - i. Operate or contract trucks that pick up birds at source farms.
 - ii. Operate trucks that deliver to the live bird markets.
- h. Third Party Crate Washing Facility Operators
 - i. Crate ID's will be recorded at their premises as the crates exit the mechanical crate washer.
 - ii. If a stationary reader is the best option for this location, then they will supply electricity and space for the readers.

9) System Output

- a. The primary output will be data feeds to the NYS Via Herd system.
- b. Preferred transmission is by wireless technology with as much automation as possible.
- c. Minimum data gathered will include:
 - i. scanned crate RFID numbers.
 - ii. time and date stamps for each RFID read.
 - iii. associated premises ID for each location where groups of crates are scanned.
- d. Additional data may include GPS coordinates for each scan.

10) Information Security

Agricultural data is extremely sensitive so all transmission of data must be by secure means.

IV. PROPOSALS REQUIREMENTS

The requirements established by this RFP and the proposer's response to the requirements will be used to evaluate proposals. The responses to all proposal requirements

must be addressed in the Technical Proposal. The Technical Proposal shall consist of three (3) parts: Experience, Qualifications, and Project Management Plan.

A. Technical Proposal

1) Experience. Please provide a description of your company and its capabilities and experience that relate to its ability to perform the work as outlined in this RFP. Please list and describe up to three (3) recent projects, either on-going or completed by your company where your company provided services similar to those requested in this RFP. For each project, provide information on the following items:

- a) project and location;
- b) contact persons, their titles, addresses, e-mail addresses, and telephone numbers;
- c) brief description of the project; and
- d) an indication whether or not the project was completed on schedule, if not, explain.

2) Qualifications. Also include resumes for employees proposed to be involved with the work undertaken with the proposal. Staff assigned to this project should have the necessary knowledge and demonstrated ability to successfully complete this project.

3) Project Management Plan. Please provide a detailed description of your company's strategy and approach for accomplishing the scope of work detailed in Section III of this RFP. The plan should include sufficient information to demonstrate the company's understanding of the skills and processes necessary to successfully complete this project. It should include a discussion of milestones in the process and a detailed time line.

The management plan must also include a staffing plan that indicates key personnel in your company that are intended to be used on this project and their assigned role, responsibilities, and estimated time to be dedicated to the project for each individual.

B. Financial Proposal

Please provide a statement of the hourly salary rates, fees, and costs that will be incurred in fulfilling the services listed in Section III of this RFP and described in your project management plan. The financial proposal must include a total cost.

C. Method of Award

Upon completion of the evaluation process, a contract will be awarded to the proposer whose proposal has obtained the highest composite score considering both cost and technical factors. The evaluation of proposals shall be conducted in two (2) stages. Staff from the Division of Finance will evaluate the Financial Proposals of each bidder. A ranked list of the lowest to highest bids will be made. Staff from the Division of Animal Industry will then evaluate the Technical proposals. To arrive at the total combined score, the proposer's technical and financial scores will be added. The maximum score any proposer can receive is 100 points. The proposer with the highest combined score will be selected.

1. Technical Proposal Score (70 points)
2. Financial Proposal Score (30 points)
3. Maximum Total Score (100 points)

Please see the attached "Proposal Evaluation Criteria", Attachment 2.

D. Proposal Submission

1. Submission of Proposal Interested proposers should submit an original and five (5) copies of your proposal **no later than 4:30 PM EDT on June 24, 2008** in a sealed envelope or package marked “RFID Crate Tracking Project Cost Proposal.” Your proposal will consist of two (2) parts: Technical Proposal and Financial Proposal, separately sealed and identified. Proposals should be addressed to:

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

A cover letter shall accompany the proposal and shall be signed by an authorized individual. The cover letter should also contain the company’s contact information including the identification of the person who will be the primary contact concerning the proposal.

Proposers, not delivery services or other intermediaries are responsible for the timely submission of proposals. Faxed and e-mailed proposals will not be accepted. Proposals delivered after the scheduled date and time will be returned to proposers and not considered.

V. ADMINISTRATIVE INFORMATION

1. The successful proposer must be prepared to commence performance of services described herein on July 15, 2008.

2. The Department reserves the right to:

- a. Reject any or all proposals received in response to this RFP;
- b. Waive or modify minor irregularities in proposals received after prior notification to the proposer;

- c. Request from a proposer additional information as necessary to more fully evaluate its proposal.
- d. Negotiate with proposers responding to this RFP within the requirements of this RFP within the requirements of State Finance Law to serve the best interests of the State; and
- e. Eliminate mandatory requirements not met by all proposers; and
- f. Commence contract negotiations with the next highest rated qualified proposer if the Department is unsuccessful in negotiating a contract with the selected proposer.

3. Neither the Department nor the State of New York will be liable for any costs incurred by a proposer in the preparation of a proposal.

4. Discussions with Department staff other than the designated contact concerning this RFP prior to the award of the contract are grounds for disqualification from consideration of selection. All requests for additional information should be directed, in writing, to the designated contact.

5. Notification of Award

The Department will notify the successful proposer by letter. Each proposer whose proposal is not selected will be notified in writing by the Department.

6. Freedom of Information

The proposer's proposal and any contract resulting from this RFP are subject to the provisions of New York State's Freedom of Information Law, Public Officers Law, Article 6. Bidder's financial and proprietary business information clearly marked as such will be received and accepted as confidential information and not subject to disclosure.

7. Accessibility of State Agency Web-based Intranet and Internet Information and applications.

Any web-based intranet and internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with NYS Office for Technology Policy P04-002, “Accessibility of New York State Web-based Intranet and Internet Information and Applications,” and NYS Mandatory Technology Standard S04-001, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and internet information and applications are accessible to persons with disabilities. Web content must conform to NYS Mandatory Technology Standards S04-00, as determined by quality assurance testing. Such quality assurance testing will be conducted by the Department, contractor or other and the results of such testing must be satisfactory to the Department before web content will be considered a qualified deliverable under the contract or procurement.

8. Information Security Breach and Notification Act.

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual’s unencrypted personal information plus one or more of the following: social security number, driver’s license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual’s financial account, must disclose to a New York resident when the private information was, or is reasonably believed to have been , acquired by a person without valid authorization. Notification of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after measures tare taken to determine the scope of the breach and to restore integrity; provided,

however, that notification may be delayed if law enforcement determines that expedient notification would impede a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at

http://www.cscic.state.ny.us/security/security_breach/

9. Multi-Agency Use of Contract.

Any contract entered into pursuant to an award of this solicitation shall contain a provision which grants the option to extend the terms and conditions of such contract to any other State agency in New York. However, any response to this solicitation shall be based solely on the purposes of this solicitation and shall not factor in the possibility that this contract may, in the future, be applicable to other State agencies. Please be advised that any award made pursuant to this solicitation shall be based on the specific requirements of this solicitation only.

10. Terms of Agreement.

The Department will award a contract to the successful proposer for a six month term. The contract will incorporate this RFP and the successful proposer's proposal among its provisions. 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 to this RFP. (See Attachment 1) The initial contract is contingent on availability of funding, and approval of the Department, the Attorney General's Office and the Office of the State Comptroller.

At the end of any negotiated contract term, if a replacement contract has not yet been approved in accordance with state law, any contract awarded hereunder may be extended unilaterally by the State, upon notice to the contractor, at the same terms and conditions, including all contract prices, for a period of one month. Additionally, this extension may be for a period of up to three months with the concurrence of the contractor. However, any extension will terminate immediately upon approval of the replacement contract except where a period for transition of contractors has been previously provided for.

APPENDIX A

Appendix A, which is posted on the Department's website at www.agmkt.state.ny.us, contains standard clauses required in all State contracts. Appendix A will be a part of any contract

awarded under this RFP, and the successful proposer will be responsible for complying with the terms and conditions contained therein.

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

Pursuant to Tax law Section 5-a, certain contractors with New York State are required to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor of such contractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also certify to the procuring state agency that they filed the certification with the Tax Department and it is correct and complete. The successful bidder 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 of request. Failure to respond timely may render a bidder 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. Vendors may call the Tax Department at 1-800-698-2931 for any and 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.nystax.gov/sbc/nys_contractors.htm.

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

CONSULTANT SERVICES CONTRACTOR'S EMPLOYMENT REPORTS (See Attachment 6)

The successful proposer will be required to submit the attached Form A: "State Consultant Services Contractor's Planned Employment From Contract Start Date Through the End of the Contract Term" to the Department upon signing the contract. In addition, the successful proposer will be required to submit the attached Form B: "State Consultant Services Contractor's Annual Employment Report" to the Department, the Office of the State Comptroller and the Department of Civil Service on or before May 15th of each year of this Agreement. Such report shall include employment data for the most recently concluded State fiscal year (April 1- March 31).

WORKER'S COMPENSATION AND DISABILITY INSURANCE REQUIREMENTS

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

MINORITY AND WOMEN BUSINESS ENTERPRISES

The Department of Agriculture and Markets recognizes the need to take affirmative action to insure that Minority and Women 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 business enterprises 1%
- Women owned business enterprises 1%

MACBRIDE FAIR EMPLOYMENT PRINCIPLES (See Attachment 4)

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

NYS STANDARD CONTRACTOR VENDOR RESPONSIBILITY QUESTIONNAIRE

Proposer agrees to fully and accurately complete the Contractor Responsibility Questionnaire, which is attached as Attachment 5 (hereinafter the "Questionnaire"). The Proposer acknowledges that the Department's execution of the Contract will be contingent upon the Department's determination that the Proposer is responsible, and that the Department will be relying upon the Proposer responses to the Questionnaire in making that determination. The Proposer agrees that if it is found by the Department that the Proposer's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Department may terminate the Contract by providing ten (10) days written notification to the Contractor. In no case shall such termination of the Contract by the Department be deemed a breach thereof, nor shall the Department be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

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

SUMMARY OF DEPARTMENT’S 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 and an offeror/bidder during the procurement process. (See Attachment 7 -- “Guidelines Regarding Permissible Contacts During a Procurement and The Prohibition of Inappropriate lobbying Influence”.) An offeror/bidder is restricted from making contacts from the earliest notice of intent to solicit bids/proposals through final award and approval of the Procurement Contract by the Department, and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law Section 139-j(3)(a). Designated staff, as of the date hereof, are identified in this solicitation. Department employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offeror/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four year period, the offeror/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found in the Department’s Guidelines, which are attached, and on the Office

of General Services Website:

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

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

Dr. Joy Bennett
Division of Animal Industry
Telephone: (518) 457-3502
Fax: (518) 485-7773
Joy.bennett@agmkt.state.ny.us

AGREEMENT

<p style="text-align: center;">New York State Department of Agriculture and Markets 10B Airline Drive Albany, NY 12235-0001 Agency Code 06000</p> <p>Contract Authority: Agriculture and Markets Law Article 16, §§ 192-a & 192-c; Chapter ____ of the Laws of 200__</p>	<p>Contract Number: _____</p> <p>Amount of Agreement: \$ _____</p> <p>Contract Period: _____ to _____</p> <p>Renewal Period: _____</p> <p>Federal ID: _____</p>
--	--

Contractor Name/Project Sponsor:

Street: _____ City: _____ State: _____ Zip: _____

Billing Address (if different from above):

Street: _____ City: _____ State: _____ Zip: _____

Title/Description of Project:

THIS AGREEMENT INCLUDES THE FOLLOWING:	FOR AMENDMENTS CHECK THOSE THAT APPLY:		
<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 Bid) <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)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; padding: 5px;"> <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 </td> <td style="width: 30%; padding: 5px; vertical-align: top;"> If Increase/Decrease in Amount: Previous Amount: \$ _____ Increase/decrease _____ New Total: \$ _____ </td> </tr> </table>	<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: \$ _____
<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: _____

Signature of Authorized Official: _____

Date: _____

Date: _____

Typed or Printed Name of Above Representative: _____

Typed or Printed Name of Above Official: _____

Title of Authorized Representative: _____

Title of Authorized Official: _____

Notary Public: On this ____ day of _____, 20__ 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.

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: Thomas P. DiNapoli, Comptroller

By: _____
Date: _____

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, 1 Winner's Circle, 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 . Payments made after fiscal year or payment for work pursuant to this Agreement which is completed or continued by the **Contractor** after fiscal year is subject to appropriation of funds by the Legislature in each subsequent fiscal year.

FINANCIAL LIMIT

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

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

Either party may terminate this Agreement for convenience upon giving thirty (30) days written notice to the other party. Upon receipt of such notice from the **Department**, 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. Cause for termination shall include the failure of the **Contractor** to perform according to the standards set forth in the IFB attached as Appendix C of this Agreement.

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.

SUBCONTRACTS

Subcontracting of any portion of the services required under this Agreement shall not be permitted without the expressed prior written approval of the **Department**. Any request to use subcontractors must include a complete description of the proposed subcontractor, its key personnel, its location, the services it will provide, and its qualifications to provide such services. Any subcontractor providing laboratory services must meet all the qualifications listed in the IFB, attached as Appendix C of this Agreement, and must provide documentation of its quality management system and its internal and external control programs to demonstrate ability to perform the services required.

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%

TERMINATION PURSUANT TO NEW YORK STATE FINANCE LAW SECTION 139-K

The **Department** reserves the right to terminate this Agreement in the event it is found that the certification filed by the **Contractor** in accordance with New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such finding, the **Department** may exercise its termination right by providing written notification to the **Contractor**.

Attachment #2

Method of Award

Responses to this solicitation will be reviewed and scores assigned based on the information provided. A technical evaluation panel will review and score all proposals. Proposals will be evaluated based on the firm's previous successful experience with providing services similar to those requested for this solicitation, budget, and project management plan. Proposals will be evaluated on the basis of the following criteria, taken together, as illustrated below:

Technical Proposal 70 points (70%)

Demonstrated understanding of the problems and requirements of the project	10 points
Qualifications of project personnel	10 points
Quality of the work plan:	15 points
Proposer's ability to commit capable staff to work on the project	15 points
Quality of equipment to be used	10 Points
Ability to complete the project in a timely manner	5 points
Past experience with similar projects	5 points

Financial Proposal 30 points (30%)

Each proposer's Cost Component will be evaluated by comparing it with the lowest proposed cost. The lowest proposed cost will be awarded the maximum total of 30 points. The remaining proposed costs will be assigned scores based on the following formula:

$$\frac{\text{Low Bid}}{\text{Bid being evaluated}} \times 30 \text{ points}$$

**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 _____, 2008

Notary Public

Signature _____

Name (Typed) _____

Company Position _____

Company Name _____

Date Signed _____

Sworn to before me this

_____ day of _____, 2008

Notary Public

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: _____

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.

CONTRACTOR

NAME:

FEDERAL ID NO. (FEIN) or SOCIAL SECURITY

NO.:

D/B/A — Doing Business As (if applicable):

COUNTY
FILED:

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?

Y
E
S

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.

WEBSITE ADDRESS (if applicable):

Addr Str C
ess: eet it
: y
: :

Date: _____

STATE OF NEW YORK
Contractor Responsibility Questionnaire

Contract No. _____

State:

Zip

Cou

Code:

nty:

Telephone ()

Fax ()

Number:

Number:

AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE:

AUTHORIZED CONTACT FOR THE PROPOSED CONTRACT:

Name:

Name:

Title:

Title:

Telephone ()

Telephone ()

Number:

Number:

E-Mail:

E-Mail:

Fax Number ()

Fax Number ()

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

Date: _____

STATE OF NEW YORK
Contractor Responsibility Questionnaire

Contract No. _____

Business Corporation **State** **of**
Incorporation: _____

Sole Proprietor **State/County** **filed**
in: _____

General Partnership **State/County** **filed**
in: _____

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

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

Limited Partnership **State/County**
filed in: _____

Individual

Other— **Jurisdiction** **Filed** **(if**
Specify: **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.

Date: _____

STATE OF NEW YORK
Contractor Responsibility Questionnaire

Contract No. _____

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

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

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. _____

- finances 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
- (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 a violation of State Finance Law 139-j? Yes No

Date: _____

STATE OF NEW YORK
Contractor Responsibility Questionnaire

Contract 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:

CONSULTANT SERVICES CONTRACTOR'S EMPLOYMENT REPORTS

Instructions for Completing Forms A and B

- **Scope of Contract (Form B only):** a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. (Note: Access the O*NET database, which is available through the United States Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)
- **Number of Employees:** the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.
- **Number of hours (to be) worked:** for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.
- **Amount payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Reports that are submitted to the Department must be transmitted as follows:

- By mail: NYS Department of Agriculture & Markets
Division Fiscal Management
10B Airline Drive
Albany, NY 12235
- By fax: (518) 485-7750

Reports that are submitted to the Office of the State Comptroller must be transmitted as follows:

- By mail: NYS Office of the State Comptroller
Bureau of Contracts
110 State Street. 11th Floor
Albany, NY 12236
Attn: Consulting Reporting
- By fax: (518) 474-8030 or (518) 473-8808

Reports that are to be submitted to the Department of Civil Service must be transmitted as follows:

- By mail: NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239

<p>OSC Use Only:</p> <p>Reporting Code:</p> <p>Category Code:</p>
--

<p>State Consultant Services</p> <p>Contractor's Annual Employment Report</p> <p>Report Period: April 1, to March 31,</p>

<p>Contracting State Agency Name: _____ Agency Code: _____</p> <p>Contract Number: _____</p> <p>Contract Term: / / to / /</p> <p>Contractor Name: _____</p> <p>Contractor Address: _____</p> <p>Description of Services Being Provided: _____</p>
--

<p>Scope of Contract (Choose one that best fits):</p> <p>Analysis <input type="checkbox"/> Evaluation <input type="checkbox"/> Research <input type="checkbox"/> Training <input type="checkbox"/></p> <p>Data Processing <input type="checkbox"/> Computer Programming <input type="checkbox"/> Other IT consulting <input type="checkbox"/></p> <p>Engineering <input type="checkbox"/> Architect Services <input type="checkbox"/> Surveying <input type="checkbox"/> Environmental Services <input type="checkbox"/></p> <p>Health Services <input type="checkbox"/> Mental Health Services <input type="checkbox"/></p> <p>Accounting <input type="checkbox"/> Auditing <input type="checkbox"/> Paralegal <input type="checkbox"/> Legal <input type="checkbox"/> Other Consulting <input type="checkbox"/></p>

Employment Category	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

<p>Name of person who prepared this report: _____</p> <p>Preparer's Signature: _____</p> <p>Title: _____ Phone #: _____</p> <p>Date Prepared: / /</p>

Use additional pages if necessary)

Albany, NY 12236
Attn: Consulting Reporting

Fax: (518) 474-8030 or (518) 473-8808

Albany, NY 12235

Fax: (518) 485-7750



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

Attachment #7

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

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005 (collectively referred to as the “Lobbying Law”), makes major changes to the Legislative Law and State Finance Law relative to lobbying on government procurements. More specifically, the Lobbying Law creates two new sections in the State Finance Law: Section 139-j addresses the disclosure of “contacts” during the procurement process; and Section 139-k addresses the disclosure of contacts and the responsibility of Offerors² during the procurement process. The Lobbying Law applies to all procurements initiated on or after January 1, 2006. In this regard, a procurement means a contract or agreement involving an annual expenditure in excess of \$15,000 for a commodity, service, technology, public work, or construction; purchase, sale or lease of real property; or revenue contract.

In conformity with the Lobbying Law, during a procurement’s restricted period³ the only Department employee(s) that the Offeror may “Contact” is/are the Department designated contact person(s) for that procurement. In this regard, “Contact” means any oral, written or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence a procurement. Exceptions to this rule include:

- submission of a written proposal in response to an RFP, IFB or any other solicitation method;
- submission of written questions as part of an RFP, IFB or other solicitation method where all written questions and written responses will be provided to all Offerors;
- participation in a pre-proposal or pre-bid conference scheduled as part of an RFP, IFB or other solicitation process;
- written complaints by an Offeror that the Department designated contact for a procurement fails to respond in a timely manner;
- negotiations with the Department following tentative award;
- contacts between designated Department staff and Offeror to request the review of a contract award; and
- communications with the Department regarding an appeal, protest or other review of a procurement, participation in an administrative or judicial proceeding regarding a procurement and complaints regarding a procurement made to the Attorney General, Inspector General, District Attorney, or State Comptroller.

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

An Offeror who contacts the Department regarding a procurement during the restricted period must be prepared to provide the following information: name, address, telephone number, place of principal employment and occupation of the person or organization making the contact, and whether the person/organization making the

² An Offeror is an individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts the Department about a procurement during the restricted period.

³ The period of time commencing with the earliest written notice, advertisement or solicitation of a Request for Proposals “RFP”, Invitation for Bids “IFB”, solicitation of proposals or any other method for soliciting responses from Offerors intending to result in a procurement contract by the Department, and ending with the final contract award and approval by the Department, and OSC (if required).



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

Attachment #7

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

contact is the Offeror or is retained, employed or designated by or on behalf of the Offeror to appear before or contact the Department about the procurement. The Department's Report of Contact Form is attached as Form 1.

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

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

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

Any alleged violations of the Department's guidelines or the Lobbying Law regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence will be reported to the Department's Ethics Officer for investigation. If there is sufficient evidence to indicate the allegation may be true, the Department shall give the Offeror reasonable notice that an investigation is ongoing and an opportunity to be heard in response to the allegation. At the Department's discretion, the opportunity to be heard may be provided either by giving the Offeror the opportunity to meet with the Department staff conducting the investigation or by convening a hearing before an impartial hearing officer at the Department's Albany office. In either case, a written report including findings, conclusions, and a recommended decision will be forwarded to the Commissioner or his or her designee for review and a final determination. A determination that an Offeror has knowingly and willfully committed such a violation may result in a finding that the Offeror and its subsidiaries are non-responsible and therefore ineligible for award of the procurement contract. A second determination of non-responsibility for such a violation within four years of the first such determination may render the Offeror and its subsidiaries ineligible to submit a bid or proposal or be awarded a procurement contract for four (4) years from the date of the second determination. The Department will notify the New York State Office of General Services ("OGS") of any determinations of non-responsibility or debarments due to violations of the Lobbying Law.

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



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

**Report of Contact Regarding Procurement Pursuant to
 State Finance Law §139-k
 Form 1**

Instructions:

State Finance Law §139-k(4) requires Agriculture and Markets' staff to make a written record of any "Contacts" made regarding a procurement during the procurement's "Restricted Period", which runs from the date bids are first solicited to the date of the contract's final approval. A "Contact" is any oral, written or electronic communication that a reasonable person would infer to be an attempt to influence the procurement. Additionally, staff must inquire and record whether the person that made the "Contact" was the Offeror or was retained, employed or designated on behalf of the Offeror to appear before or contact Agriculture and Markets. However, communications received from members of the State legislature, or legislative staffs, when acting in their official capacity, are not considered to be a "Contact" and shall not be recorded. A separate form must be completed for each permissible and impermissible "Contact" received, including each of multiple "Contacts" by a single person or Offeror.

To: Fiscal Management/Contracts

_____ (title of procurement)

Fro _____ Dat

m: _____ e:

 (name and title)

I was contacted by the below named individual regarding the above identified procurement.

Name:

Address: _____

Telephone _____

Number:

Place of _____

Principal

Employment:

Occupation: _____



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

Report of Contact Regarding Procurement Pursuant to
State Finance Law §139-k
Form 1

Date(s) of Contact: _____

Form of Contact:

correspondence in person by telephone electronic mail other _____

Was the person making the Contact informed that the contact would be documented?

yes no

Is the above-named person/organization the Offeror in this procurement?

yes no

If no, was the above-named person/organization retained, employed or designated by the Offeror to:

- appear before Agriculture and Markets about the governmental procurement?

yes no

- contact Agriculture and Markets about the governmental procurement?

yes no

Additional notes (optional):



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

**Report of Contact Regarding Procurement Pursuant to
State Finance Law §139-k
Form 1**

This form should be completed and forwarded to Fiscal Management. Fiscal Management will maintain a record of all such contacts and will make it part of the procurement/contract record.



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

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

Form 2

Instructions:

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

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

As a prerequisite for participating in this procurement, an Offeror must provide the following Affirmation of Understanding and Agreement to comply with these procurement lobbying restrictions in accordance with State Finance Law §§139-j and 139-k.

Offeror Affirmation and Agreement

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

Name of

Offeror:

By:

(Signature)



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

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

Form 2

Instructions:

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

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

Offeror Certification

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

Name of

Offeror:

By:

(Signature)

