

REQUEST FOR PROPOSALS
New York State Department of Agriculture and Markets

RFP#0143: Entertainment Booking and Related Services for the New York State Fair

1. INTRODUCTION

1.1 OVERVIEW:

This Request for Proposal (RFP) is issued by the New York State Department of Agriculture and Markets (AGM or the Department) to invite qualified bidders to submit proposals to provide entertainment booking and related services for the Great New York State Fair and, together with AGM's current advertising contractor, provide entertainment advertising, marketing and promotion services for the entertainment presented at each Fair held during the Term of the contract awarded from this RFP.

The Fairgrounds are located at 581 State Fair Boulevard, Syracuse (Town of Geddes, Onondaga County) New York. The property is a 375-acre site owned and operated by AGM which is home to the Great New York State Fair (Fair), an annual twelve (12) day event ending on Labor Day each year.

Entertainment will be presented daily over the 12-day Fair at a festival-style outdoor venue currently known as Chevy Court, which can accommodate approximately 30,000 persons. Admission to Chevy Court is free with admission to the Fair. For informational purposes only, Exhibit 1 is a list of the entertainers who appeared at Chevy Court during the 2014-2016 Fairs.

With the redevelopment of the Fair (which removed the antiquated Grandstand where concerts were held during prior fairs) and the completion in 2015 of Onondaga County's Lakeview Amphitheater at Onondaga Lake (Lakeview Amphitheater), a state-of-the-art concert venue designed for audiences of 17,500 or more, the Fair has cooperated with and cross-marketed concert and other events for the benefit of both venues during the course of the Fair. The selected Contractor will be expected to identify and consider bookings that will promote the increased attendance at both the Fair and the Lakeview Amphitheater while not competing or creating logistical concerns with performances scheduled at either of the venues.

Additionally, the Fair also presents grounds entertainment with scheduled shows throughout each day of the Fair, on other stages or designated areas around the Fairgrounds. These shows have included circuses, acrobatic acts, animal shows, stunt shows, high dive acts, and local bands, regional touring acts and current and former television and radio personalities.

1.2 RFP GOAL:

The objective of this RFP is to retain one contractor to provide entertainment booking and related services for: (1) twenty-three (23) entertainment events at Chevy Court, one to be held each afternoon and each evening during each Fair held during the Term of the agreement (except on Labor Day when only one entertainment event shall be held in the afternoon), or as otherwise requested by AGM; and (2) as needed and as requested by AGM, larger-scale grounds entertainment attractions and entertainment acts to draw fairgoers to designated areas or stages on the Fairgrounds (See Exhibit 2 for potential designated areas or stages contemplated for purposes of this RFP, subject to change at AGM's discretion). It is anticipated that this service may be needed for three (3) grounds entertainment acts per Fair.

The contractor will be responsible for contracting directly with each artist/entertainment act booked and will be reimbursed the cost of the entertainment by AGM as further described in Section 2.2 C. below. AGM shall have final approval of all acts booked. The 2017 Fair will be held Thursday, August 24, 2017 through Monday, September 4, 2017.

1.3 ELIGIBLE BIDDERS:

Any Proposer that meets the minimum qualifications set forth in Section 3.3 of this RFP is eligible to submit a bid to this RFP.

1.4 TERM:

The contract resulting from this RFP will be for a five (5) year term. It is anticipated that the contract will be awarded on December 23, 2016. The contract term will commence on January 1, 2017 and end on December 31, 2021.

1.5 RFP TIMELINE:

RFP Posted:	November 9, 2016
Questions regarding this RFP must be submitted on:	November 28, 2016 by 3:00 p.m. (EST)
A Question and Answer document will be posted to http://www.agriculture.ny.gov/RFPS.html no later than:	December 1, 2016
Bidders' Responses due on:	December 9, 2016 by 3:00 p.m. (EST)
Tentative Award Date:	December 23, 2016
Contract Signed:	December 30, 2016
Contract Start Date:	January 1, 2017

The Department intends to make one contract award from this RFP.

2. DESCRIPTION OF WORK TO BE PERFORMED

2.1 PREMISES:

The New York State Fairgrounds is a 375-acre site that is home to the Great New York State Fair. The main mission and function of the Fair is to hold a 12-day exposition ending on Labor Day each year, promoting and showcasing the agricultural practices, history and traditions of the State while providing top-quality entertainment.

2.2 SCOPE OF WORK:

A. Entertainment Booking Services at Chevy Court

Contractor shall provide entertainment booking services for twenty-three (23) entertainment events at Chevy Court, one to be held each afternoon and each evening during each Fair held during the term of the contract resulting from this RFP (except on Labor Day when only one entertainment event shall be held in the afternoon), or as otherwise requested by AGM. The Contractor will be responsible for contracting directly with

each artist/entertainment act booked and will be reimbursed the cost of entertainment by AGM as further described in Sections C and D below. AGM shall have final approval of all acts booked. Entertainment booking services to be provided by the Contractor shall include but not be limited to:

- Work with AGM in developing a plan for entertainment events to be presented at Chevy Court, including the prospective cost of each event and the total estimated cost to be spent. Such a plan should be submitted to AGM for approval and should include a mix of entertainment designed to draw a diverse audience and represent what the Contractor and AGM believe to be the best-value acts based on current market conditions and availability;
- Upon approval of the plan and of each artist or act by AGM, negotiate and execute contracts with each artist or act for entertainment to be presented at Chevy Court and use commercially reasonable efforts to keep costs at or below budget. The total cost for such artists or acts should not exceed the annual budget, as determined by AGM, without prior approval;
- Secure commercially reasonable radius clauses for entertainment booked;
- Negotiate rider requirements with each artist or act. Such rider requirements shall include the following: no alcoholic beverages shall be furnished by AGM; any hospitality rider shall provide that the food and beverages shall comply with approved catering offerings; special effects, sound and lighting shall be coordinated with production management; reasonable efforts shall be taken to eliminate travel expenses paid to entertainment acts; and reasonable efforts shall be taken to eliminate hotel room charges supplied to entertainment acts;
- Provide AGM a copy of each entertainment act's proposed hospitality and technical riders for review and approval by AGM;
- Negotiate entertainment acts' merchandising agreements and use reasonable efforts to obtain for AGM a minimum of 25% on soft goods and a minimum of 10% on recorded goods, after appropriate state sales tax, if any, on all entertainment acts' merchandise sold. Lesser percentages must be approved by AGM.
- Provide technical assistance to AGM and coordinate with AGM's entertainment production contractor concerning Chevy Court entertainment events, including information about current industry requirements and standards relating to staging, sound, lights, video and other entertainment production related services; and
- Provide management representatives on-call during the 12 days of each Fair held during the Term of the Agreement resulting from this RFP and other personnel necessary to provide for required services.

B. Advertising/Promotion Services for Chevy Court

Contractor shall work with AGM and AGM's advertising contractor on a media plan to promote the entertainment acts booked during the 12 days of the Fair at Chevy Court and throughout the Fairgrounds. Such a plan shall have the goals of increasing attendance and diversity of patrons attending the events during the NYS Fair on the Fairgrounds. Such a plan shall include all types of media including radio, television, newsprint and social media. AGM shall have final approval of all promotional material and plans.

C. Entertainment Budget for Chevy Court

Upon approval of a plan by the AGM, Contractor shall negotiate and execute contracts directly with each artist or act for entertainment to be presented at Chevy Court, with the total cost for such artists or acts not to exceed the annual budget, as determined by AGM, without prior approval. The entertainment budget for the 2015 and 2016 Fairs ranged between \$1.5 and \$1.8 million dollars. Unless otherwise agreed, upon execution of each contract with each entertainment act booked at Chevy Court or no later than ten (10) days prior to the date of each scheduled performance at Chevy Court, Contractor shall provide AGM with an offer form that provides an overview of the executed contract (see Exhibit 3). AGM will provide payment to the Contractor for the cost of each artist or act by noon on the date of the performance.

D. Grounds Entertainment Booking Services and Budget

On an as-needed basis upon request and approval of the AGM, provide entertainment booking services for larger-scale grounds entertainment attractions which could include circuses, acrobatic acts, high dives and similar shows as well as acts for ancillary stages located in or around the Fairgrounds (See Exhibit 2 for potential designated areas or stages contemplated for purposes of this RFP, subject to change at AGM's discretion). The Fair has traditionally booked these acts directly, but as the profile of the Fair continues to increase it will, on an as-needed basis, seek assistance in booking larger acts that will draw fairgoers to the potential designated areas or stages described in Exhibit 2. It is anticipated that this service may be needed for three (3) acts per Fair with an anticipated annual budget of \$200,000. Entertainment booking services for the services outlined here, to the extent they are requested, would be the same as those outlined in section 2.2 (A).

Upon approval of AGM, Contractor shall negotiate and execute contracts directly with each artist or act for grounds entertainment, with the total cost for such artists or acts not to exceed the annual budget, as determined by AGM, without prior approval. Unless otherwise agreed, upon execution of each contract with each grounds entertainment act booked or no later than sixty (60) days prior to the date of each scheduled grounds entertainment performance, Contractor shall provide AGM with an offer form that provides an overview of the executed contract. AGM will provide payment to the Contractor for the cost of each grounds entertainment act by noon on the last day of the performance.

2.3 AGM RESPONSIBILITIES:

AGM will provide the following at AGM's sole cost and expense:

- Entertainment production services for all acts booked;
- all credentials for admission and parking for performers and accompanying crews and Contractor's employees;
- all staging and risers (Chevy Court shows are presented on a permanent stage with additional staging, risers and docking provided by AGM);
- audio, lighting, video for each performance;
- backline equipment (with approval);
- staffing (runners) to assist Production Manager (staff will be approved by Production Manager prior to hiring);
- vehicles for local transportation of acts;
- catering for all acts (coordination of catering to be between Production Manager and approved caterer);
- fully furnished dressing rooms for all acts;
- office space with desk, copier, fax machine and phone for Production Office;
- fencing and security for and around backstage area;
- tent, table, lighting and, if required, staffing for novelty sales by acts;
- liaison to act between the selected Contractor and AGM;
- stagehand labor; and
- other items at the sole discretion of the Department.

3. PROPOSAL FORMAT, CONTENTS AND SUBMISSION

3.1 SUBMISSION TIMELINE:

All proposal submission documents required to be responsive for proposal evaluation must be received by AGM no later than **3:00 p.m. (EST) on December 9, 2016** in order to be considered. AGM reserves the right to request any missing information from those items marked with an asterisk (*) on the Submission Documents Checklist. Bidder will have three (3) business days to provide any missing information requested by AGM for those items

marked with an asterisk (*) on the Submission Documents Checklist. All remaining forms and documents required to be completed after notification of selection is made shall be submitted to AGM by the selected contractor prior to execution of the contract.

Any questions concerning this RFP must be received by **3:00 p.m. (EST) on November 28, 2016**. Questions must be submitted in writing. E-mail is preferred and should be directed to the designated contact for this procurement at procurement.info@agriculture.ny.gov (Attn: Carrie Lindemann). Please list RFP#0143 in the subject line. In the alternative, questions may be mailed to: NYS Department of Agriculture and Markets, Fiscal Management, 10B Airline Drive, Albany, New York 12235 Attn: Carrie Lindemann (RFP#0143).

A Question and Answer document will be posted to the AGM website, <http://www.agriculture.ny.gov/RFPS.html> under "Current Funding Opportunities" no later than **December 1, 2016**. No individual written responses will be provided.

Any revisions to this RFP will be posted on AGM's website, <http://www.agriculture.ny.gov/RFPS.html>, under "Current Funding Opportunities." All bidders are responsible for keeping informed of any revisions to this RFP. All questions and answers shall be incorporated into the RFP which will be part of the awarded contract. If you are unable to access the AGM website, please contact Carrie Lindemann at procurement.info@agriculture.ny.gov to arrange for alternate delivery. You may also contact Carrie Lindemann at the mailing address noted above.

3.2 SUBMISSION METHOD:

Facsimiles or e-mailed copies are not acceptable. Materials received after the due date/time shall be returned unopened to the sender. See Section 3.7, Submission Documents, for information on completing a bid response.

Mail or hand deliver a bid response in **one package containing the following three (3) separately labeled envelopes:**

Envelope 1 - Minimum Qualifications and Forms and Assurances:

- Mail original plus four (4) paper copies of the Minimum Qualifications in a separate envelope labeled "RFP #0143 Minimum Qualifications and Forms and Assurances - Do Not Open" and include all required documentation to demonstrate that the Proposer meets the Minimum Qualifications set forth in Section 3.3 of this RFP including:
 - Proof of current filing status with New York State Department of State;**
 - Attachment 8-References Form; and**
 - Attachment 9-List of Entertainment Acts Booked Form**
- All Forms and Assurances located in the Submission Documents packet (which follows the Exhibits), original plus one (1) copy, including original signatures, where necessary.
 - Cover Sheet and Submission Documents Checklist**
 - Attachment 2 - Mandatory Contract Requirements Certification Form (Original Signatures)**
 - Attachment 3 - Non-Collusive Bidding Certification (Original Signatures)**
 - Attachment 4 - MacBride Nondiscrimination Certification Form (Original Signatures)**
 - Attachment 5 - Procurement Lobbying Law Forms (Original Signatures)**
 - Attachment 6 - Vendor Responsibility (Original Signatures)**
 - Attachment 7 - Substitute Form W-9, if SFS Vendor ID needed (Original Signatures)**

Envelope 2 - Technical Proposal:

- Mail original plus four (4) paper copies and an electronic copy (in MS Word format) on a CD or flash drive of the completed Technical Proposal in a separate envelope labeled “RFP #0143 Technical Proposal - Do Not Open” and include the **Technical Proposal addressing the criteria set forth in Section 3.5 of this RFP.**

Envelope 3 - Cost Proposal:

- Mail original plus four (4) paper copies of the completed Bid Form/Cost Proposal in a separate envelope labeled “RFP #0143 Bid Form/Cost Proposal - Do Not Open” and include the following outlined below:
-Attachment 1 - Bid Form (Original Signatures)

To the following address:

New York State Department of Agriculture and Markets
Fiscal Management
10B Airline Drive
Albany, New York 12235
ATTN: Carrie Lindemann (RFP#0143)

3.3 MINIMUM QUALIFICATIONS:

Proposers are advised that AGM’s intent is to insure that only qualified, responsive and responsible Contractors enter into a contract to provide entertainment booking and related services as defined in this RFP. AGM considers the following qualifications as a pre-requisite in order to be considered a qualified Proposer for the purposes of this solicitation.

To be considered:

- (1) The Proposer must be authorized to do business in New York State. Bidders are strongly encouraged to submit a copy of their current filing status with the New York State Department of State (DOS). The Department reserves the right to confirm bidder’s filing status with DOS in the event Bidder fails to provide proof of their filing status;
- (2) The Proposer must provide the name, title, address, telephone number and email address for at least three (3) verifiable references. References must be customers that the Proposer has provided entertainment booking and related services for within the last three (3) calendar years preceding submission of this bid at a concert venue(s) with a minimum capacity of 15,000 attendees or more. The Proposer must include the name and location of the venue, venue capacity, attendance at the event(s) booked, name of the act(s) booked, and date(s) that the entertainment booking services were provided at the venue(s) (See Submission Documents, Attachment 8, Reference Form). The New York State Fair cannot be used as a reference. Note that the Department will contact the references provided and the Proposer is solely responsible for the availability of the submitted references.
- (3) The Proposer must demonstrate that the Proposer has booked a minimum of twenty (20) entertainment acts per year in each of the previous three (3) calendar years preceding submission of this bid (2013-2015) at a concert venue(s) with a minimum capacity of 15,000 attendees or more. The Proposer must provide the name of the acts booked, venue(s), capacity of the venue(s), and the dates the acts were booked (See Submission Documents, Attachment 9, List of Entertainment Acts Booked Form). AGM reserves the right to confirm the information provided.

3.4 MANDATORY CONTRACT REQUIREMENTS:

Each bidder must certify that:

1. No other obligation or engagement, contractual or otherwise, will impact the selected Contractor's ability to provide entertainment booking and related services during the contract period.
2. The selected Contractor will indemnify and hold harmless the State of New York, AGM, its officers and employees from all claims, demands, damages, expenses, liability or obligation for damages, loss or injury to, or of, any person or property arising out of the acts of the selected Contractor, its agents, servants, employees and those acting for or on its behalf. Such indemnity shall not be limited by reasons of any insurance coverage provided.
3. The selected Contractor will obtain and maintain the following policies from an insurance company authorized to do business in the State of New York:
 - Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such insurance shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages, with no modification to the contractual liability coverage provided therein. Coverages shall include liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage. If such insurance contains an aggregate limit, it shall apply separately on a per location or per project basis.
 - Public Liability Insurance with a limit of not less than \$1,000,000 each occurrence.
 - Property Damage Insurance with a limit of not less than \$1,000,000 each occurrence.
 - Motor Vehicle Insurance with a limit of not less than \$1,000,000 each occurrence.
 - Worker's Compensation and Disability Insurance – Statutory limits.
4. The selected Contractor will pay each entertainment act booked and seek reimbursement from AGM as set forth in Sections 2.2 C. and 2.2 D. of this RFP.
5. The selected Contractor agrees to comply with "Appendix A, Standard Clauses for New York State Contracts," a copy of which is attached to this RFP as Exhibit 4.

3.5 TECHNICAL PROPOSAL (75 POINTS):

See Section 3.2 Submission Method for information on packaging and submission of the Proposal.

The Technical Proposal should describe the Proposer's approach to Entertainment Booking and Related Services and address each of the three (3) Sections and all the criteria listed below:

A. Entertainment and Booking Services at Chevy Court (35 Points)

The objective of this RFP is to retain one Contractor to provide comprehensive Entertainment Booking and Related Services for entertainment acts at Chevy Court. While the entertainment events at the venue are free festival style and open to the public, AGM is seeking one Contractor to provide a wide variety of talent that will attract and excite fairgoers and increase daily attendance and annual attendance from a wide variety of fairgoers over the length of the contract.

The Technical Proposal should describe the Proposer's approach in the following areas:

- A plan for the entertainment events at Chevy Court including how the Proposer will include a mix of entertainment designed to draw a diverse audience;

- Scheduling entertainers including how it will work with other venues in the vicinity of the State Fair grounds to insure success in terms of logistical coordination and maximization of concert attendance;
- The overall approach to working with the State Fair and AGM personnel to build out an entertainment schedule that will emphasize the Fair's family-friendly atmosphere. The description should demonstrate its understanding of how the Fair is different from other entertainment venues;
- How the Proposer intends to negotiate rider agreements with each artist or entertainment act;
- How the Proposer has developed merchandising agreements negotiated with other artists and/or acts in similar venues and what type of merchandising agreements would be recommended for the Fair;
- How the Proposer will coordinate with AGM's entertainment production contractor concerning Chevy Court entertainment events, including information about current industry requirements and standards relating to staging, sound, lights, video and other entertainment production related services; and
- The Proposer's organizational structure and how it will provide management representatives on-call during the 12 days of each Fair held during the Term of the Agreement resulting from this RFP and other personnel necessary to provide required services.

B. Advertising/Promotion Services for Chevy Court (15 points)

It is expected that the Contractor will work closely with AGM and AGM's advertising contractor to help promote the entertainment acts at Chevy Court.

- Describe the Proposer's overall marketing approach to promoting the entertainment acts at Chevy Court;
- Describe how the Proposer will obtain timely and expeditious approval of draft press releases and date of announcements from the entertainment acts booked at Chevy Court; and
- Describe how the Proposer will also work with AGM and AGM's advertising contractor to insure the greatest attendance for each performance. Such a description should include the manner in which it will coordinate the various types of media and other promotions.

C. Grounds Entertainment Booking Services (10 points)

Upon request and approval by the AGM, the Contractor shall book larger-scale grounds entertainment attractions and entertainment acts to draw fairgoers to designated areas or stages on the Fairgrounds (See Exhibit 2 for potential designated areas or stages contemplated for purposes of this RFP, subject to change at AGM's discretion). It is anticipated that this service may be needed for three (3) acts per Fair with an anticipated estimated annual budget of \$200,000. Please describe:

- The Proposer's experience in booking grounds entertainment at other venues. This type of entertainment can include circuses, acrobatic acts, animal shows, stunt shows, high dive shows, local bands and regional touring acts, and current and former television and radio personalities. Include specific examples of the type of shows that the Proposer has booked and the date(s) and venue(s) where the acts were booked.
- The type of larger-scale grounds entertainment attractions and entertainment acts the Proposer would suggest booking at the Fair for the potential designated areas or stages set forth in Exhibit 2. Please

explain why you propose these acts and how the acts proposed will draw fairgoers to these areas of the Fairgrounds.

D. Entertainment Budget for Chevy Court (15 Points)

The Contractor shall negotiate and execute contracts with each artist or entertainment act to be presented at Chevy Court. Please describe the Proposer’s approach to:

- Negotiating and executing contracts directly with each artist or entertainment act to be presented at Chevy Court;
- How the Proposer intends to obtain offer forms from each entertainment act booked at Chevy Court as described in Section 2.2 C. of this RFP; and
- How the Proposer intends to secure the artist’s or entertainment act’s commitments and performances without any advance funding from AGM or the Fair.

3.6 COST PROPOSAL (25 POINTS):

- A. State the fixed flat **booking service fee** for booking each entertainment event at Chevy Court during the Term of the contract. The prices bid shall remain fixed for the Term of the contract subject to any price adjustment pursuant to Section 6.3 of the RFP.
- B. State the fixed flat **booking service fee** for booking each grounds entertainment special attraction during the Term of the contract. The prices bid shall remain fixed for the Term of the contract subject to any price adjustment pursuant to Section 6.3 of the RFP.
- C. Key Performance Indicators (KPIs) and Incentive Bonus Payment for Chevy Court

In addition to the booking service fee set forth above, Contractor will be entitled to an incentive bonus payment of up to \$25,000.00 if the following KPIs are met:

KPI	Incentive Bonus Payment
5% increase in previous year average attendance at Chevy Court	\$10,000.00
10% increase in previous year average attendance at Chevy Court	\$15,000.00
15% increase in previous year average attendance at Chevy Court	\$25,000.00

Within thirty (30) days after the last day of each Fair held during the Term of the contract, the Department will provide Chevy Court attendance figures to the Contractor and, if applicable, provide an incentive bonus payment to the Contractor per the KPIs set forth above.

3.7 SUBMISSION DOCUMENTS:

The packet of submission documents is annexed to this solicitation and is also available at AGM's website, <http://www.agriculture.ny.gov/RFPS.html>.

Proposals should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond what is required to provide a complete presentation. If supplemental materials are a necessary part of the proposal, the bidder should reference these materials in the technical proposal, identifying the documents and citing the appropriate sections of the pages to be reviewed. Any proprietary material considered confidential by the bidder must be specifically identified, and the basis for such confidentiality must be specifically set forth in the proposal. Be advised AGM is subject to the Freedom of Information Act as codified by the New York State Public Officers Law.

4. EVALUATION CRITERIA AND METHOD OF AWARD

4.1 CONSIDERATION:

For a bidder to be eligible for consideration, it must meet the minimum qualifications. To be awarded a contract, the bidder must certify that it meets or will comply with the mandatory contract requirements.

4.2 CRITERIA FOR EVALUATING BIDS:

All complete proposals received by the deadline will be reviewed using the following criteria and ratings.

A proposal will first be reviewed by AGM staff to ensure that the proposal is complete, and that all of the minimum qualifications have been met. AGM reserves the right to request any missing information from those items marked with an asterisk (*) on the Submission Documents Checklist. Bidder will have three (3) business days to provide any missing information requested by AGM for those items marked with an asterisk (*) on the Submission Documents Checklist.

A technical evaluation committee will complete a review of the Technical Proposal for all complete proposals submitted. The technical evaluation committee will review each Technical Proposal to determine compliance with the requirements described in this RFP. The committee retains the right to determine whether any deviation from the requirements of the RFP is substantive in nature and may reject, in whole or in part, any and all proposals, and/or waive minor irregularities.

All proposals received by eligible and qualified bidders will be evaluated. AGM may request written clarifications during evaluations. In the event written clarifications are necessary, the evaluation committee will meet to discuss clarifications and any disparate scores. The evaluation committee will be permitted to review its scoring and to make corrections based upon written clarifications, errors discovered and/or disparate scores.

The Cost Evaluation will be conducted separately on all bids that are deemed to meet the minimum qualifications. **The Bid Form provided must be used, and not altered in any way (See Attachment 1 - Bid Form included in the Submission Documents packet which follows).** The Cost Proposal represents 25 points of the overall score and will be applied according to the following method:

Entertainment Booking Service Fee for Chevy Court: The proposed fixed flat entertainment booking service fee per show booked at Chevy Court multiplied by twenty-three (23) shows

Plus

Entertainment Booking Service Fee for Grounds Entertainment: The proposed fixed flat entertainment booking service fee per grounds entertainment act booked multiplied by three (3) acts

The Cost Proposal will be awarded points pursuant to the above method which awards 25 points to the bidder whose Cost Proposal is determined to result in the lowest overall cost.

The remaining bids will be awarded points based on the calculation below that computes the relative difference between each bid and the lowest bid received by the above formula.

Cost Score Calculation: Points = (lowest bid divided by the bid being evaluated) X 25

Going forward, the fees you propose will be applied to the actual number of shows booked and be the remuneration for your services.

5. METHOD OF AWARD

The Department intends to make a single contract award to the eligible and qualified Bidder whose proposal results in the highest aggregate technical and cost score. The aggregate score of all the criteria listed will be calculated for each proposal received. The contract issued pursuant to this proposal will be awarded to the Proposer whose aggregate technical and cost score is the highest among all the proposals rated. In the case of a tie score, the bidder among the tied group with the highest cost score will be awarded the contract.

6. CONSIDERATIONS

6.1 DEPARTMENT'S RESERVATION OF RIGHTS:

The Department reserves the right to:

- Reject any or all proposals received with respect to this invitation;
- Withdraw the RFP at any time, at the Department's sole discretion or otherwise decline to award a contract from this invitation;
- Make an award in whole or in part;
- Require clarification from any bidder to assure a full understanding of the responsiveness to the requirements of the invitation;
- Disqualify any bidder whose conduct and/or bid response fails to conform to the requirements of the RFP;
- Use proposal information obtained through site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the Department's request for clarifying information in the course of evaluation and/or selection under the RFP;
- Waive or modify minor irregularities in bids received;
- Request additional information from bidders as deemed necessary to more fully evaluate bids or to obtain omitted required forms. Bidders will have three (3) business days to respond to the request;
- Prior to the bid opening, amend this solicitation after its release, with appropriate written notice posted on the Department's website to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the bid opening, direct bidders to submit bid response modifications addressing subsequent RFP amendments;
- Change any of the scheduled dates;

- Eliminate any minimum or mandatory, non-material specifications that cannot be complied with by all of the bidders;
- Waive any requirements that are not material;
- Conduct contract negotiations with the next responsible bidder, should the Department be unsuccessful in negotiating with the selected bidder; and
- Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 120 days from the bid opening.

6.2 SUBCONTRACTING

No subcontracting is permitted. AGM will contract only with the successful Bidder who is the Prime Contractor.

6.3 PRICE ADJUSTMENT

The entertainment booking service fees agreed upon in the contract on the Bid Form may be increased up to the same percentage as the change in the U.S. city average, Consumer Price Index (All Items) for All Urban Consumers (CPI-U), not to exceed 3%, during the 12 calendar months ending December 31st of the previous contract year, as reported by the U.S. Department of Labor Bureau of Labor Statistics in the CPI Detailed Report. It shall be the responsibility of the Contractor to annually request a payment change based upon the CPI, not to exceed 3%, which may be granted at the sole discretion of the Department. Requests for changes must be submitted in writing 90 days prior to December 31st each year. Only one price adjustment per year will be granted at the sole discretion of the Department. The Department reserves the right to request a price decrease should the relevant index referenced herein decrease.

6.4 NOTIFICATION OF AWARD

The Department will notify the selected bidder verbally, followed by a written confirmation. Unsuccessful bidders will be notified in writing by the Department within ten (10) business days after the award.

6.5 DEBRIEFING PROCEDURES

Pursuant to section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within fifteen (15) calendar days of notification by AGM that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

6.6 BID PROTEST PROCEDURES

Bidders who receive a notice of non-award may protest the award decision subject to the following:

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by the Department
2. The protest must be filed within ten (10) business days of receipt of a debriefing, or ten (10) business days of receipt of the notice of non-award, whichever is later. The protest letter must be filed with Carrie Lindemann at:

NYS Department of Agriculture and Markets
 Fiscal Management
 10B Airline Drive
 Albany, NY 12235
 Or via email: procurement.info@agriculture.ny.gov

3. Fiscal Management will convene a review team that will include at least one staff member from each of the Department's Counsel's Office, Fiscal and the Program Division. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the bidder with written notification of the review team's decision within fourteen (14) business days of receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and, and Fiscal Management will advise OSC that a protest was filed.
4. Fiscal Management in consultation with Counsel's Office may summarily deny a protest that fails to contain specific factual or legal allegations, or where the protest only raises issues of law that have already been decided by the courts. An unsuccessful bidder may also protest the award by filing a protest, in writing, with the Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany, New York 12236. More information on the Office of the State Comptroller's (OSC) Contract Award Protest Procedures can be found in OSC's Guide to Financial Operations (GFO), Chapter XI.17, available on the internet at <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

6.7 NEW YORK LAW

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

6.8 REQUIRED APPROVALS

Any contract award resulting from this solicitation will be subject to the approval of the Office of the Attorney General of the State of New York and the Office of the State Comptroller of the State of New York.

6.9 VENDOR RESPONSIBILITY AND NYS VENDOR ID

Prime Contractors:

State law requires that the award of state contracts be made to responsible vendors. Before an award is made to a not-for-profit entity, a for-profit entity, a private college or university or a public entity not exempted by the Office of the State Comptroller, the Department must make an affirmative responsibility determination. The factors to be considered include: legal authority to do business in New York State; integrity; capacity- both organizational and financial; and previous performance. Before an award of \$100,000 or greater can be made to a covered entity, the entity will be required to complete and submit a Vendor Responsibility Questionnaire. Public Authorities, BOCES, public colleges and universities are some of the exempt entities. For a complete list, see: http://www.osc.state.ny.us/vendrep/resources_docreq_agency.htm

All bidders must fully and accurately complete the Vendor Responsibility Questionnaire (hereinafter the "Questionnaire"). All bidders acknowledge that the Department's execution of the Contract will be contingent upon the Department's determination that the bidder is responsible, and that the Department will be relying upon the bidder's responses to the Questionnaire in making that determination. If it is found by the Department that a bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, 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.

NOTE: Bidders are encouraged to file the Vendor Responsibility Questionnaire online via the New York State VendRep System. 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/wps/portal>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Subcontractors:

For vendors using subcontractors, a Vendor Responsibility Questionnaire and a Department vendor responsibility review are required for a subcontractor where:

- the subcontractor is known at the time of the contract award;
- the subcontractor is not an entity that is exempt from reporting by OSC; and
- the subcontract will equal or exceed \$100,000 over the life of the contract

Note: Bidders must acknowledge their method of filing their questionnaire by checking the appropriate box on the Response Sheet for Bids (Submission Documents).

6.10 COST LIABILITY

The State of New York, the Department and the Division of the New York State Fair assume no responsibility or liability for the costs incurred by the Bidders in preparing and submitting their bids in response to this solicitation.

6.11 FREEDOM OF INFORMATION

The selected contractor's bid response and any contract resulting from this solicitation are subject to the provisions of Article 6 of New York State Public Officers Law, the Freedom of Information Law (NY FOIL). It is the responsibility of the Bidder to designate which components of the bid response are proprietary business information to be withheld from disclosure. A bidder may not designate its entire bid response as confidential, proprietary or copyrighted.

6.12 PROCUREMENT LOBBYING LAW

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 offerer/bidder during the procurement process. (*See Submission Documents Packet, Attachment 5 -- "Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence"*). An offerer/bidder is restricted from making contacts from the earliest written notice, advertisement or solicitation of the RFP 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 offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four year period, the offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found in the Department's Guidelines, which are attached, and on the Office of General Services Website at <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

The Department has designated the following staff member to receive contacts pertaining to this Bid:

Carrie Lindemann
New York State Department of Agriculture and Markets
Division of Fiscal Management
10B Airline Drive
Albany, New York 12235
E-mail: procurement.info@agriculture.ny.gov

7. REQUIRED ASSURANCES

7.1 SUBMISSION DOCUMENTS

The documents listed below are included in the **Submission Documents** section, which follows. All documents requiring signature must be signed by an authorized representative of the Bidding entity. Please review the terms and conditions. Certain documents will become part of the resulting contract that will be executed between the successful bidder and the New York State Department of Agriculture and Markets. Please refer to Section 3.2, "Submission Method" for more information on how to package your proposal:

- **Bid Form** (Signature Required - the form is included in the **Submission Documents as Attachment 1**)
- **Mandatory Requirements Certification Form** (Signature Required - the form is included in the **Submission Documents as Attachment 2**)
- **Non-Collusive Bidding Certification** (Signature Required - the form is included in the **Submission Documents as Attachment 3**)
- **MacBride Certification** (Signature Required - the form is included in the **Submission Documents as Attachment 4**)
- **Offerer Disclosure of Prior Non-Responsibility Determinations (Procurement Lobby Law Forms)** (Signature Required - the form is included in the **Submission Documents as Attachment 5**)
- **Vendor Responsibility** (Signature Required - the form is included in the **Submission Documents as Attachment 6**)
- **Substitute W-9 Form to obtain SFS ID** (Signature Required - Return if SFS Vendor ID is requested – the form is included in the **Submission Documents as Attachment 7**)
- **References Form** (the form is included in the **Submission Documents as Attachment 8**)
- **List of Entertainment Acts Booked** (the form is included in the **Submission Documents as Attachment 9**)

7.2 CONTRACT DOCUMENTS AND REQUIREMENTS

The successful bidder will be required to execute a written contract with the Department. A sample New York State Department of Agriculture and Market's contract is attached to this RFP as Exhibit 4. By submitting a bid, bidder agrees to be bound by all terms and conditions in the Department's contract including: Appendix A "Standard Clauses for New York State Contracts" (January 2014); Appendix D "General Conditions for Agreements New York State Department of Agriculture and Markets" and; Appendix E "Special Conditions for Agreements New York State Department of Agriculture and Markets."

8. RECOMMENDED SUBMISSIONS

The following forms are not required to be submitted with the bid response. Nevertheless, Bidders are encouraged to submit these forms in order to expedite contract execution if the bidder is awarded the contract.

Workers' Compensation Coverage and Debarment

New York State Workers' Compensation Law (WCL) has specific coverage requirements for businesses contracting with New York State and additional requirements which provide for the debarment of vendors that violate certain sections of WCL. The WCL requires, and has required since introduction of the law in 1922, the heads of all

municipal and State entities to ensure that businesses have appropriate workers' compensation and disability benefits insurance coverage *prior* to issuing any permits or licenses, or *prior* to entering into contracts.

Workers' compensation requirements are covered by WCL Section 57, while disability benefits are covered by WCL Section 220(8). The Workers' Compensation Benefits clause in Appendix A – STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS states that in accordance with Section 142 of the State Finance Law, a contract shall be void and of no force and effect unless the contractor provides and maintains coverage during the life of the contract for the benefit of such employees as are required to be covered by the provisions of the WCL.

Under provisions of the 2007 Workers' Compensation Reform Legislation (WCL Section 141-b), any person, or entity substantially owned by that person: subject to a final assessment of civil fines or penalties, subject to a stop-work order, or convicted of a misdemeanor for violation of Workers' Compensation laws Section 52 or 131, is barred from bidding on, or being awarded, any public work contract or subcontract with the State, any municipal corporation or public body for one year for each violation. The ban is five years for each felony conviction.

Proof of Coverage Requirements

The Workers' Compensation Board has developed several forms to assist State contracting entities in ensuring that businesses have the appropriate workers' compensation and disability insurance coverage as required by Sections 57 and 220(8) of the WCL. ***Please note – an ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.***

Proof of Workers' Compensation Coverage

To comply with coverage provisions of the WCL, the Workers' Compensation Board requires that a business seeking to enter into a State contract submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate workers' compensation insurance coverage:

- **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12**– Certificate of Workers' Compensation Self-Insurance; or **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- **CE-200**– Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

To comply with coverage provisions of the WCL regarding disability benefits, the Workers' Compensation Board requires that a business seeking to enter into a State contract must submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate disability benefits insurance coverage:

- **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
- **Form DB-155**- Certificate of Disability Benefits Self-Insurance; or
- **CE-200**– Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME: New York State Department of Agriculture and Markets, Division of the New York State Fair, 581 State Fair Boulevard, Syracuse, NY 13209 as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

For additional information regarding workers' compensation and disability benefits requirements, please refer to the New York State Workers' Compensation Board website at:

<http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp>. Alternatively, questions relating to either workers' compensation or disability benefits coverage should be directed to the NYS Workers' Compensation Board, Bureau of Compliance at (518) 486-6307.

Sales and Compensating Use Tax Certification (Tax Law § 5-a)

Tax Law § 5-a requires contractors awarded State contracts for commodities or services valued at more than \$100,000 over the full term of the contract to certify to the New York State Department of Taxation and Finance ("DTF") 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 specific period of time. The registration requirement applies if the contractor made a cumulative total of more than \$300,000 in sales during the four completed sales tax quarters which immediately precede the sales tax quarter in which the certification is made. Sales tax quarters are June – August, September – November, December – February, and March – May. In addition, contractors must certify to DTF 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 entity that they filed the certification with the DTF and that it is correct and complete.

The selected bidder must file a properly completed Form ST-220-CA (with OSC as the Contracting Agency within 48 hours of notification of selection for award) and Form ST-220-TD (with the DTF). These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link: www.tax.ny.gov/pdf/publications/sales/pub223.pdf. Forms are available through these links:

- ST-220 CA: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf
- ST-220 TD: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

Please note that although these forms are not required as part of the bid submissions, the Department encourages bidders to include them with their bid submissions to expedite contract execution if the bidder is awarded the contract.

Exhibits

Exhibit #	Exhibit Description	Reference Page	Section
1	List of Entertainers at Chevy Court 2014 - 2016 Fairs	1	1.1 Overview
2	Potential Designated Areas or Stages for Grounds Entertainment	1 and 4 and 8	1.2 RFP Goal 2.2 (D) Grounds Entertainment Booking Services and Budget 3.5 (C) Grounds Entertainment Booking Services
3	Offer Form	3	2.2 (C) Entertainment Budget for Chevy Court
4	Sample New York AGM Contract including Appendix A – Standard Clauses for New York State Contracts	7 and 15	3.4 Mandatory Contract Requirements 7.2 Contract Documents and Requirements