

# **INVITATION FOR BIDS**

**for**

## **ENTERTAINMENT BOOKING SERVICES AT THE NEW YORK STATE FAIRGROUNDS**

**IFB #0205**

IFB Issued: February 28, 2019

Proposals Due: April 11, 2019

By:

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

DEPARTMENT OF AGRICULTURE AND MARKETS  
IFB #0205: ENTERTAINMENT BOOKING SERVICES  
AT THE NEW YORK STATE FAIRGROUNDS

**Table of Contents**

|     |  |    |
|-----|--|----|
| 1.  | INTRODUCTION .....   | 4  |
| 1.1 | OVERVIEW .....   | 4  |
| 1.2 | IFB GOAL .....   | 4  |
| 1.3 | TERM .....   | 5  |
| 1.4 | IFB TIMELINE .....   | 5  |
| 2.  | DESCRIPTION OF WORK TO BE PERFORMED.....   | 5  |
| 2.1 | PREMISES .....   | 5  |
| 2.2 | SCOPE OF WORK .....  | 5  |
| 2.3 | AGM RESPONSIBILITIES .....   | 8  |
| 3.  | BID SUBMISSION .....   | 9  |
| 3.1 | SUBMISSION TIMELINE .....  | 9  |
| 3.2 | SUBMISSION METHOD .....  | 10 |
| 3.3 | MINIMUM QUALIFICATIONS.....  | 10 |
| 3.4 | MANDATORY CONTRACT REQUIREMENTS.....   | 11 |
| 3.5 | BID FORM.....  | 11 |
| 3.6 | KEY PERFORMANCE INDICATORS (KPIs) AND INCENTIVE BONUS PAYMENT<br>FOR CHEVY COURT .....   | 12 |
| 4.  | EVALUATION .....   | 12 |
| 4.1 | CONSIDERATION.....   | 12 |
| 4.2 | DETERMINATION OF BID AWARD.....  | 12 |
| 5.  | CONSIDERATIONS RELATED TO THIS PROCUREMENT.....  | 13 |
| 5.1 | DEPARTMENT’S RESERVATION OF RIGHTS .....   | 13 |
| 5.2 | SUBCONTRACTING.....  | 13 |
| 5.3 | PRICE ADJUSTMENT.....  | 13 |
| 5.4 | CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY<br>NEW YORK STATE-CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS<br>ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY<br>GROUP MEMBERS AND WOMEN..... | 14 |
| 5.5 | PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-<br>DISABLED VETERAN-OWNED BUSINESSES.....  | 16 |
| 5.6 | NOTIFICATION OF AWARD.....   | 17 |
| 5.7 | DEBRIEFING PROCEDURES .....  | 17 |

DEPARTMENT OF AGRICULTURE AND MARKETS  
IFB #0205: ENTERTAINMENT BOOKING SERVICES  
AT THE NEW YORK STATE FAIRGROUNDS

|      |  |    |
|------|--|----|
| 5.8  | BID PROTEST PROCEDURES.....                  | 17 |
| 5.9  | NEW YORK LAW.....                            | 18 |
| 5.10 | REQUIRED APPROVALS.....                      | 18 |
| 5.11 | VENDOR RESPONSIBILITY AND NYS VENDOR ID..... | 18 |
| 5.12 | COST LIABILITY .....                         | 19 |
| 5.13 | FREEDOM OF INFORMATION.....                  | 19 |
| 5.14 | PROCUREMENT LOBBYING LAW .....               | 19 |
| 6.   | REQUIRED ASSURANCES .....                    | 20 |
| 6.1  | SUBMISSION DOCUMENTS.....                    | 20 |
| 6.2  | CONTRACT DOCUMENTS AND REQUIREMENTS.....     | 21 |
| 7.   | RECOMMENDED SUBMISSIONS.....                 | 21 |

EXHIBIT 1 – LIST OF ENTERTAINERS AT CHEVY COURT 2018 FAIR

EXHIBIT 2 – POTENTIAL DESIGNATED AREAS OR STAGES FOR GROUNDS ENTERTAINMENT

EXHIBIT 3 – INSURANCE REQUIREMENTS

EXHIBIT 4 – SAMPLE NYS AGM CONTRACT

DEPARTMENT OF AGRICULTURE AND MARKETS  
IFB #0205: ENTERTAINMENT BOOKING SERVICES  
AT THE NEW YORK STATE FAIRGROUNDS

**1. INTRODUCTION**

**1.1 OVERVIEW**

This Invitation for Bids (IFB) 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 IFB.

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 multi-day event (currently 13 days) ending on Labor Day each year.

Entertainment will be presented daily over the 13-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 2018 Fair.

The Fair also presents grounds entertainment with scheduled shows throughout each day of the Fair, on other stages or designated areas around the Fairgrounds (See Exhibit 2 for potential designated areas or stages contemplated for purposes of this IFB, subject to change at AGM's discretion). 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.

The Fairgrounds also operate year-round ("non-Fair") offering several outstanding venues at the Fairgrounds. A wide variety of non-Fair events benefit from the Fairgrounds' expansive buildings, open space, central location and convenient highway access. Current non-Fair events include major entertainment such as festivals, equestrian competitions, RV rallies, consumer shows, community events and corporate or organization meetings.

**1.2 IFB GOAL**

The objective of this IFB is to retain one contractor to provide entertainment booking and related services for:

- Up to twenty-six (26) entertainment events at Chevy Court, generally one to be held each afternoon and each evening during each Fair held during the Term of the Agreement commencing with the 2020 Fair, or as otherwise requested by AGM;
- 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). It is anticipated that this service may be needed for up to twenty (20) grounds entertainment acts per Fair commencing with the 2020 Fair; and
- Entertainment acts that AGM desires to book during the non-Fair season that are produced and promoted by AGM on the Fairgrounds. It is anticipated that this service may be needed for up to ten (10) acts each year during the Term of the Agreement.

DEPARTMENT OF AGRICULTURE AND MARKETS  
IFB #0205: ENTERTAINMENT BOOKING SERVICES  
AT THE NEW YORK STATE FAIRGROUNDS

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 Sections 2.2 C., 2.2 D. and 2.2 E. below. AGM shall have final approval of all acts booked.

**1.3 TERM**

The contract resulting from this IFB will commence on May 15, 2019 and end on September 15, 2024.

**1.4 IFB TIMELINE**

|  |                                   |
|--|-----------------------------------|
| Publication in Contract Reporter:  | February 28, 2019                 |
| Deadline for Submission of Written Questions:  | March 14, 2019 by 3:00 p.m. (EST) |
| Last Update of answers or issuance of IFB Addendum<br><a href="http://www.agriculture.ny.gov/RFPS.html">http://www.agriculture.ny.gov/RFPS.html</a> no later than: | March 19, 2019                    |
| Submission Deadline:   | April 11, 2019 by 3:00 p.m. (EST) |
| Bid Opening:   | April 12, 2019                    |

The Department intends to make an award within fifteen (15) days of the Bid Response due date. The contract will require approval from the Office of the Attorney General of the State of New York (AG) and the Office of the State Comptroller of the State of New York (OSC) before it becomes effective.

**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 multi-day exposition (currently 13 days) 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 up to twenty-six (26) entertainment events at Chevy Court, generally one to be held each afternoon and each evening commencing with the 2020 Fair and for each subsequent Fair held during the term of the contract resulting from this IFB, or as otherwise requested by AGM. The 2020 Fair will be held August 26, 2020 through September 7, 2020.

Chevy Court is an outdoor festival stage located just inside the main gate of the New York State Fair. The stage is covered and is approximately 58' wide and 30' long with a front extension that is

DEPARTMENT OF AGRICULTURE AND MARKETS  
IFB #0205: ENTERTAINMENT BOOKING SERVICES  
AT THE NEW YORK STATE FAIRGROUNDS

approximately 40' wide and 8' long. During the Fair, the stage has traditionally hosted two different national touring acts a day (2 pm and 8 pm) which are festival style and are included with the cost of admission.

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 Section 2.2 C. 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. The plan 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. For the 2020 Fair, such a plan should be submitted to AGM for approval on or before June 15, 2019 or within thirty (30) days after execution of the Agreement. For subsequent years during the Term of the Agreement, such a plan should be submitted to AGM for approval on or before April 15<sup>th</sup> each year for the following year's Fair (i.e. the plan for the 2021 Fair should be submitted to AGM for approval on or before April 15, 2020);
- 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. For the 2020 Fair, begin making offers to acts approved by AGM no later than within sixty (60) days after execution of the Agreement. For subsequent years during the Term of the Agreement, begin making offers to acts approved by AGM no later than May 15<sup>th</sup> each year for the following year's Fair (i.e. begin making offers to acts for the 2021 Fair no later than May 15, 2020). 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 13 days of each Fair held during the Term of the Agreement and other personnel necessary to provide for required services.

DEPARTMENT OF AGRICULTURE AND MARKETS  
IFB #0205: ENTERTAINMENT BOOKING SERVICES  
AT THE NEW YORK STATE FAIRGROUNDS

**B. Advertising/Promotion Services for Chevy Court**

Contractor shall work with AGM and AGM's advertising contractor on a media plan each year during the Term of the Agreement to promote the entertainment acts booked during the 13 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 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 2017 and 2018 Fairs ranged between \$1.5 and \$2.1 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. 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 AGM, provide non-exclusive entertainment booking services for larger-scale grounds entertainment attractions which could include circuses, acrobatic acts, animal shows, stunt shows, high dive acts, local bands, regional touring acts, current and former television and radio personalities, and similar shows as well as acts for ancillary stages located in or around the Fairgrounds. 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 other potential designated areas or stages on the Fairgrounds. It is anticipated that this service may be needed for up to twenty (20) acts each Fair commencing with the 2020 Fair and for each subsequent Fair held during the Term of the Agreement with an anticipated annual budget of \$500,000. Multiple performances by the same act on different dates or at different times shall be considered one act and only one booking fee will be provided. Entertainment booking for the services outlined here, to the extent they are requested, would be the same as those outlined in section 2.2 A. above.

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 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.

DEPARTMENT OF AGRICULTURE AND MARKETS  
IFB #0205: ENTERTAINMENT BOOKING SERVICES  
AT THE NEW YORK STATE FAIRGROUNDS

**E. Entertainment Booking Services During Non-Fair Season**

On an as-needed basis upon request and approval of AGM, provide non-exclusive entertainment booking services for entertainment acts that AGM desires to book during the non-Fair season that are produced and promoted by AGM on the Fairgrounds. It is anticipated that this service may be needed for up to ten (10) acts each year of the contract with an anticipated annual budget of \$1,000,000. Multiple performances by the same act on different dates or at different times shall be considered one act and only one booking fee will be provided. 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:

- As needed, work with AGM in developing a plan for entertainment acts that AGM desires to book during the non-Fair season that are produced and promoted by AGM at facilities located on the Fairgrounds.
- 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 during the non-Fair at the Fairgrounds and use commercially reasonable efforts to keep costs at or below budget. The total cost for such artists or acts should not exceed the 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 non-Fair 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 event(s).

Upon approval of AGM, Contractor shall negotiate and execute contracts directly with each artist or act for non-Fair entertainment events, with the total cost for such artists or acts not to exceed the budget, as determined by AGM, without prior approval. Unless otherwise agreed, upon execution of each contract with each non-Fair entertainment act booked or no later than sixty (60) days prior to the date of each scheduled 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 non-Fair entertainment act by noon on the day of the performance.

**2.3 AGM RESPONSIBILITIES**

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



DEPARTMENT OF AGRICULTURE AND MARKETS  
IFB #0205: ENTERTAINMENT BOOKING SERVICES  
AT THE NEW YORK STATE FAIRGROUNDS

- 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. BID SUBMISSION**

**3.1 SUBMISSION TIMELINE**

All bid submission documents required to be responsive for bid evaluation must be received by the Department no later than 3:00 PM (EST) on April 11, 2019 in order to be considered. The Department 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 the Department 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 the Department by the selected contractor prior to execution of the contract.

Any questions concerning this IFB must be received by 3:00 PM (EST) on March 14, 2019. Questions must be submitted in writing via email to Joyce Willi at [procurement.info@agriculture.ny.gov](mailto:procurement.info@agriculture.ny.gov). Please list "ENTERTAINMENT BOOKING SERVICES IFB#0205" in the subject line.

A Question and Answer document will be posted to the Department website: [www.agriculture.ny.gov](http://www.agriculture.ny.gov) under "Funding Opportunities" no later than March 19, 2019. No individual written responses will be provided.

Any revisions to this invitation will be posted on the Department's website, [www.agriculture.ny.gov](http://www.agriculture.ny.gov) under "Funding Opportunities". All bidders are responsible for keeping informed of any revisions to this invitation. All questions and answers shall be incorporated into the IFB which will be part of the awarded contract. If you are unable to access the Department's website, please contact Joyce Willi at

DEPARTMENT OF AGRICULTURE AND MARKETS  
IFB #0205: ENTERTAINMENT BOOKING SERVICES  
AT THE NEW YORK STATE FAIRGROUNDS

[procurement.info@agriculture.ny.gov](mailto:procurement.info@agriculture.ny.gov) to arrange for alternate delivery, or at the following mailing address:  
New York State Department of Agriculture and Markets, Fiscal Department, Attn: Joyce Willi, 10B Airline Drive, Albany, New York, 12235.

### 3.2 SUBMISSION METHOD

Facsimiles or e-mailed copies are not acceptable. Materials received after the deadline shall be returned unopened to the sender. See Section 6.1, Submission Documents, for information on completing a bid response.

Mail or hand-deliver a bid response in **one package containing the following two (2) separately labeled and sealed envelopes:**

**Envelope 1, titled “IFB #0205 Minimum Qualifications and Forms and Assurances.”**

*Original plus one (1) paper copy* of (See Submission Documents):

- 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 – Vendor Assurance No Conflict of Interest (Original Signatures)
- Attachment 8 - Executive Order No. 177 Form (Original Signatures)
- Attachment 9 - Substitute Form W-9, if SFS Vendor ID needed (Original Signatures)
- Attachment 10 - Experience Form demonstrating proof of having met the Minimum Qualification set forth in Section 3.3 of this IFB.

**Envelope 2, titled “IFB #0205 Bid Form – Do Not Open.”**

*Original plus one (1) paper copy* of (See Submission Documents):

- Attachment 1 - Bid Form (Original Signatures)

Place the two (2) envelopes described above into one package and mail or hand-deliver to:

New York State Department of Agriculture and Markets  
Fiscal Management  
10B Airline Drive  
Albany, New York 12235  
ATTN: Joyce Willi (IFB#0205)

### 3.3 MINIMUM QUALIFICATIONS

Bidders 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

DEPARTMENT OF AGRICULTURE AND MARKETS  
IFB #0205: ENTERTAINMENT BOOKING SERVICES  
AT THE NEW YORK STATE FAIRGROUNDS

IFB. AGM considers the following qualification as a pre-requisite in order to be considered a qualified Bidder for the purposes of this solicitation.

-The Bidder must demonstrate that the Bidder 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 (2016-2018) at a concert venue(s) with a minimum capacity of 15,000 attendees or more. The Bidder must provide the name of the acts booked, venue(s), capacity of the venue(s), the dates the acts were booked, and the name, phone number and email address of the venue owner or the venue manager or venue operator (See Submission Documents, Attachment 10, "Experience - List of Entertainment Acts Booked" Form). AGM reserves the right to verify 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 insurance policies from an insurance company authorized to do business in the State of New York: The selected contractor will obtain and maintain the insurance policies that meet the requirements set forth in Exhibit 3 of this IFB.
4. The selected Contractor will pay each entertainment act booked and seek reimbursement from AGM as set forth in Sections 2.2 C., 2.2 D., and 2.2 E. of this IFB.
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 IFB as Exhibit 4.

### 3.5 BID FORM

All bids must be submitted on the "Bid Form" included in the Submission Documents section. The Bid Form must not be altered in any way. Bidders must enter a unit price for each item on the Bid Form. All unit prices shall be inclusive of all costs and profit (includes but is not limited to: Direct and Indirect Costs, Payroll, Fringe Benefits, Supplies and Materials, Equipment, Overhead and Profit). Unit prices shall be multiplied by the estimated quantities for evaluation purposes only. The prices bid shall remain fixed for the Term of the contract subject to any price adjustment pursuant to Section 5.3 of the IFB. Multiple performances by the same act on multiple dates or at multiple times shall be considered one act and the Contractor will only be entitled to one booking service fee. ***Please note: the booking service fee per act will be applied to the actual number of acts booked and be the payment for your services.***

DEPARTMENT OF AGRICULTURE AND MARKETS  
 IFB #0205: ENTERTAINMENT BOOKING SERVICES  
 AT THE NEW YORK STATE FAIRGROUNDS

- A. Chevy Court: State the fixed flat **booking service fee** for booking each entertainment act at Chevy Court during the Term of the contract.
- B. Grounds Entertainment: State the fixed flat **booking service fee** for booking each grounds entertainment act during the Term of the contract.
- C. Non-Fair Entertainment: State the fixed flat **booking service fee** for booking each non-Fair entertainment act during the Term of the contract.

**3.6 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:

| <b>KPI</b>  | <b>Incentive Bonus Payment</b> |
|---|--------------------------------|
| 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.

**4. EVALUATION**

**4.1 CONSIDERATION**

For a bidder to be eligible for consideration, it must meet the Minimum Qualifications. For the bid response to be evaluated, the bidder must certify that it will meet the Mandatory Contract Requirements.

**4.2 DETERMINATION OF BID AWARD**

The award will be made to a qualified, responsible bidder submitting the lowest total bid on the Bid Form. The total Bid will be calculated by multiplying the unit prices bid by the estimated quantities for evaluation purposes only. The selected contractor will only be paid for the actual services provided. Unit prices submitted on the Bid Form shall remain firm for the duration of the contract subject to any price adjustment pursuant to Section 5.3 of this IFB.

DEPARTMENT OF AGRICULTURE AND MARKETS  
IFB #0205: ENTERTAINMENT BOOKING SERVICES  
AT THE NEW YORK STATE FAIRGROUNDS

**5. CONSIDERATIONS RELATED TO THIS PROCUREMENT**

**5.1 DEPARTMENT'S RESERVATION OF RIGHTS**

The Department reserves the right to:

- Reject any or all proposals received in response to the IFB;
- Withdraw the IFB at any time, at the agency's sole discretion;
- Make an award under the IFB in whole or in part;
- Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the IFB;
- Seek clarifications and revisions of proposals.
- 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 agency's request for clarifying information in the course of evaluation and/or selection under the IFB;
- Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent IFB amendments;
- Change any of the scheduled dates;
- Eliminate any mandatory, non-material specifications that cannot be complied with by all of the bidders;
- Waive any requirements that are not material;
- Negotiate with the successful bidder within the scope of the IFB in the best interests of the State;
- Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
- Utilize any and all ideas submitted in the proposals received;
- Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 180 days from the bid opening; and,
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.
- Make all interpretations of the meaning and intent of the IFB and resulting contract and the Department's interpretation is final.

**5.2 SUBCONTRACTING**

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

**5.3 PRICE ADJUSTMENT**

The unit prices 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 March 31<sup>st</sup> of the previous contract year, as

DEPARTMENT OF AGRICULTURE AND MARKETS  
IFB #0205: ENTERTAINMENT BOOKING SERVICES  
AT THE NEW YORK STATE FAIRGROUNDS

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 March 31<sup>st</sup> 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.

**5.4 CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE-CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN**

**NEW YORK STATE LAW**

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations the Department is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of the Department contracts.

**Business Participation Opportunities for MWBEs**

For purposes of this solicitation, the Department hereby establishes an overall goal of zero (0) percent for MWBE participation, zero (0) percent for New York State-certified Minority-owned Business Enterprise (“MBE”) participation and zero (0) percent for New York State-certified Women-owned Business Enterprise (“WBE”) participation (based on the current availability of MBEs and WBEs). A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this Invitation for Bids (IFB), the respondent agrees that the Department may withhold payment pursuant to any Contract awarded as a result of this IFB pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how the Department will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The respondent understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.

In accordance with 5 NYCRR § 142.13, the respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this IFB, such finding constitutes a breach of contract and the Department may withhold payment as liquidated damages.

DEPARTMENT OF AGRICULTURE AND MARKETS  
IFB #0205: ENTERTAINMENT BOOKING SERVICES  
AT THE NEW YORK STATE FAIRGROUNDS

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting the Department’s MWBE Liaison at 518-457-4619 or [mwbe@agriculture.ny.gov](mailto:mwbe@agriculture.ny.gov). All MWBE Forms and Instructions are included in the Submission Documents.

Additionally, a respondent will be required to submit the following documents and information as evidence of compliance with the foregoing:

- (1) An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the Department for review and approval. The Department will review the submitted MWBE Utilization Plan and advise the respondent of the Department acceptance or issue a notice of deficiency within 30 days of receipt.
- (2) If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Department, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Department to be inadequate, the Department shall notify the respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

The Department may disqualify a respondent as being non-responsive under the following circumstances:

- A. If a respondent fails to submit an MWBE Utilization Plan;
- B. If a respondent fails to submit a written remedy to a notice of deficiency;
- C. If a respondent fails to submit a request for waiver; or
- D. If the Department determines that the respondent has failed to document good faith efforts.

The successful respondent will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the Department, but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful respondent will be required to submit a quarterly M/WBE Contractor Compliance & Payment Report to the Department, by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

DEPARTMENT OF AGRICULTURE AND MARKETS  
IFB #0205: ENTERTAINMENT BOOKING SERVICES  
AT THE NEW YORK STATE FAIRGROUNDS

**Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the respondent, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The respondent will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement, (See Submission Documents, Form MWBE EE01), to the Department with its bid or proposal.

If awarded a Contract, respondent shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by the Department on a quarterly basis during the term of the Contract.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.**

**5.5 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. AGM recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of AGM contracts.



DEPARTMENT OF AGRICULTURE AND MARKETS  
IFB #0205: ENTERTAINMENT BOOKING SERVICES  
AT THE NEW YORK STATE FAIRGROUNDS

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles. For purposes of this procurement, AGM conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

**5.6 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 business days after the award.

**5.7 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 the 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.

**5.8 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 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 Joyce Willi at:

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

DEPARTMENT OF AGRICULTURE AND MARKETS  
IFB #0205: ENTERTAINMENT BOOKING SERVICES  
AT THE NEW YORK STATE FAIRGROUNDS

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, 11<sup>th</sup> 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/>.

## **5.9 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.

## **5.10 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.

## **5.11 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](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.

DEPARTMENT OF AGRICULTURE AND MARKETS  
IFB #0205: ENTERTAINMENT BOOKING SERVICES  
AT THE NEW YORK STATE FAIRGROUNDS

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](http://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](mailto: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](http://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.

Contractors awarded a contract valued at less than \$100,000 over the term of the Agreement shall complete and submit a Contractor Information Checklist.

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

#### **5.12 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.

#### **5.13 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.

#### **5.14 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 offeror/bidder during the procurement process. (See *Submission Documents* Attachment 5 -- "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 written notice, advertisement or solicitation of the IFB 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

DEPARTMENT OF AGRICULTURE AND MARKETS  
IFB #0205: ENTERTAINMENT BOOKING SERVICES  
AT THE NEW YORK STATE FAIRGROUNDS

determination of the responsibility of the offeror/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four year period, the offeror/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found in the Department's Guidelines, which are attached, and on the Office of General Services Website at:

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

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

Joyce Willi  
New York State Department of Agriculture & Markets  
Division of Fiscal Management  
10B Airline Drive  
Albany, New York 12235  
E-mail: [procurement.info@agriculture.ny.gov](mailto:procurement.info@agriculture.ny.gov)

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 included in the Submission Documents. 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."

## 6. REQUIRED ASSURANCES

### 6.1 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**)

DEPARTMENT OF AGRICULTURE AND MARKETS  
IFB #0205: ENTERTAINMENT BOOKING SERVICES  
AT THE NEW YORK STATE FAIRGROUNDS

- **Vendor Responsibility** (Signature Required - the form is included in the **Submission Documents as Attachment 6**)
- **Vendor Assurance No Conflict of Interest** (Signature Required – the form is included in the **Submission Documents as Attachment 7**)
- **Executive Order No. 177** (Signature Required – the form is included in the **Submission Documents as Attachment 8**)
- **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 9**)
- **Experience Form** (the form is included in the **Submission Documents as Attachment 10**)

## 6.2 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 IFB 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.”

## 7. 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

DEPARTMENT OF AGRICULTURE AND MARKETS  
IFB #0205: ENTERTAINMENT BOOKING SERVICES  
AT THE NEW YORK STATE FAIRGROUNDS

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:

DEPARTMENT OF AGRICULTURE AND MARKETS  
IFB #0205: ENTERTAINMENT BOOKING SERVICES  
AT THE NEW YORK STATE FAIRGROUNDS

<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](http://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](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](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.**