

# **REQUEST FOR PROPOSALS**

**New York State Department of Agriculture and Markets**

**RFP#0171: Catering and Restaurant Services at the Empire Room/Somerset Room at the New York State Fairgrounds**

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## **EXHIBITS**

**EXHIBIT 1: Map of Fairgrounds**

**EXHIBIT 2: Scheduled non-Fair Events, 2016-2019 (to date)**

**EXHIBIT 3: Floor plans of the Licensed Premises**

**EXHIBIT 4: Photographs of the Exterior and Interior of the Licensed Premises**

**EXHIBIT 5: List of Furnishings at the Licensed Premises**

**EXHIBIT 6: Insurance Requirements**

**EXHIBIT 7: Sample AGM License Agreement including Appendix A-Standard Clauses  
for New York State Contracts**

# REQUEST FOR PROPOSALS

## New York State Department of Agriculture and Markets

### RFP#0171: Restaurant and Catering Services at the Empire Room/Somerset Room at the New York State Fairgrounds

#### 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 (“Respondents”) to submit proposals to provide restaurant and catering services at the Empire Room and Somerset Room in the Art & Home Center (“Licensed Premises”) at the New York State Fairgrounds (“Fairgrounds”) on a year-round basis. The recipient of the contract award from this RFP (“Licensee”) shall cater and book events in the Empire and Somerset Rooms, including but not limited to, conferences, individual events, parties and retreats. Full-service restaurant operation, or operating the venue in conjunction with a winery, brewery or distillery, is not required but may be provided at the selected Licensee’s discretion.

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, a multi-day event ending on Labor Day each year (“State Fair”).

The mission of the annual State Fair is to hold an exposition (currently 13 days) ending on Labor Day each year, identifying, promoting and showcasing the agricultural practices, history and traditions of the State. In addition to agricultural competitions, the State Fair also hosts a 15-acre Midway and a free music venue that hosts two national touring acts a day and can hold over 30,000 people. There are approximately 600 vendors including 200 food vendors. Entrance to the State Fair is currently available through eight (8) gates. Paid parking is also available in six (6) lots for approximately 20,000 vehicles as well as parking for approximately 1,000 overnight camping vehicles. The State Fair attracted over 1.27 million people in 2018 (see **Exhibit 1** for a Map of the Fairgrounds).

The Fairgrounds also operates year-round (“non-Fair”) offering several outstanding venues at the Fairgrounds. In 2018, the Fairgrounds hosted approximately almost 300 non-Fair events encompassing over one thousand event-days. 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 music festivals, equestrian competitions, RV rallies, consumer shows, community events and corporate and organization meetings (see **Exhibit 2** for Scheduled Non-Fair events 2016-2019).

In the past five years, the Fairgrounds has undergone an extensive renovation, which includes the construction of the new 136,000 square foot Exposition Center. Completed in August 2018, this facility is the largest Exposition Center north of New York City between Boston and Cleveland, and is uniquely situated to attract events not previously accommodated by existing regional facilities, such as large car shows, major equestrian competitions, motocross races and other large-scale traveling events not currently visiting the region.

## 1.2 RFP GOAL

The goal of this RFP is to retain one Licensee to provide catering services at the Licensed Premises at the New York State Fairgrounds on a year-round basis. Full-service restaurant operation is not required but may be provided at the selected Licensee's discretion.

## 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 proposal.

## 1.4 TERM

The contract resulting from this RFP will be for a term of five (5) years. The contract will commence upon execution of the Agreement by both parties and approval of the New York State Office of the Comptroller.

## 1.5 RFP TIMELINE

RFP Posted:	<b>May 3, 2019</b>
Optional site visits	<b>May 13, 2019</b> <b>May 14, 2019</b>
Questions regarding this RFP must be submitted on:	<b>May 20, 2019</b> by 3 p.m. (local time)
A Question-and-Answer document will be posted to <a href="http://www.agriculture.ny.gov/RFPS.html">http://www.agriculture.ny.gov/RFPS.html</a> no later than:	<b>May 24, 2019</b>
Bidders' Responses due on:	<b>June 7, 2019</b> by 3 p.m. (local time)
Tentative award date:	<b>June 14, 2019</b>
Tentative contract start date:	<b>July 15, 2019</b>

## 1.6 OPTIONAL SITE VISIT

Two non-mandatory tours of the Fairgrounds' facilities will be made available to prospective bidders on **May 13, 2019** and **May 14, 2019** at 10:00 a.m. (local time). Prospective bidders are encouraged to attend at least one tour and are invited to attend more than one tour. To schedule a tour, please email [procurement.info@agriculture.ny.gov](mailto:procurement.info@agriculture.ny.gov) no later than 3:00 p.m. (local time) the day prior to the tour. No substantive questions may be asked during the tour. All questions must be submitted in writing as set forth in **Section 3.1** of this RFP.

## 1.7 DEFINITIONS

- A. **Gross revenue**--shall mean all revenue generated by the sale of food, beverages, alcohol and merchandise, after the deduction of sales tax, but before any other deductions.
- B. **Gross receipts**--shall be the total amount of money, excluding any taxes imposed by any taxing authority and any gratuities, received, realized by, or accruing to the Licensee from the sales operations.

- C. **Catering**—shall mean providing food and beverage service for a pre-determined number of patrons that includes a limited pre-determined catering menu and lump sum fee. Service can be buffet style or table service.
- D. **Full-Service Restaurant**—shall mean providing a variety of food and beverage options, with table service for an undetermined number of patrons that includes a pre-determined menu and per item fees.

## **2. DESCRIPTION OF WORK TO BE PERFORMED**

### **2.1 LICENSED PREMISES**

The Empire Room and Somerset Room are located in the Art and Home Center, a multi-use facility that includes several conference rooms, a theater and a demonstration kitchen. See **Exhibit 3** for floor plans of the Licensed Premises; **Exhibit 4** for photographs of the of the Licensed Premises and **Exhibit 5** for a list of furnishings at the Licensed Premises. The selected Licensee will be permitted to use the furnishings listed in **Exhibit 5** (“Furnishings”). It will be the responsibility of the selected Licensee to maintain, repair and/or replace the Furnishings provided by AGM during the term of the License.

AGM will invest approximately \$250,000 within the first three (3) years of the License Agreement, for improvements and upgrades to the Empire Room and Somerset Room, including updating the interior of the Licensed Premises. Renovations expected to be completed in the Empire Room before the 2019 Fair include replacement of carpeting with new flooring, upgraded lighting, replacement of ceiling fans, and painting the interior. AGM is willing to work with the Licensee to tailor certain improvements to the Licensee’s business concept.

#### **A. Empire Room**

The Empire Room is located at ground level of the Art and Home Center. It is partially equipped with a large kitchen, seating area and newly updated bar area that opens onto an outdoor patio area, a built-in 8’ x 12’ cooler, sink units, back bar cabinets and draft beer coolers. The Licensee must supplement any additional needed equipment. There is an Ansul fire alarm system that is inspected and maintained by the Fair. The Empire Room is approximately 6,000 square feet and can seat approximately 300 guests in a banquet/dining configuration. The patio area is suitable for “cook out” style food service and can seat approximately 130 guests. The Empire Room offers banquet services and food and alcohol sales during the Fair and non-Fair.

#### **B. Somerset Room**

The Somerset Room, located on the lower level of the Art and Home Center, is 2,900 square feet and can seat approximately 75 guests in a banquet/dining configuration. It has a small kitchen that must be equipped by the operator.

As seen in **Exhibit 3** there are additional rooms in the Art and Home Center. If not previously booked, these rooms could be available for use by the Licensee through coordination with the Fair Events Manager.

### **2.2 SCOPE OF WORK**

The selected Licensee will be the sole operator of the Licensed Premises during the term of the Agreement. Licensee will be expected to develop and operate a quality food, beverage and catering business consistent with existing and future Fairground operations that competes effectively in

prevailing market conditions. The operation is expected to be attractive in content, presentation and price point.

**A. Scope**

During the term of the License, the selected Licensee shall provide service in and at the Empire Room and Somerset Room. Service shall include: (i) marketing, booking and catering events, (ii) the provision of food and beverage service during the annual New York State Fair, and (iii) the provision of food and beverage service at the reasonable request of an event sponsor during events held at the New York State Fairgrounds, which use all or part of the Licensed Premises. The service shall be provided at the Licensed Premises using the kitchens, food preparation and food storage areas and facilities, loading area, reasonable ingress and egress, and the outside patio. Service shall include hosting and catering events, as well as the sale of food and alcoholic and non-alcoholic beverages. Full-service restaurant operation is not required but may be provided at the selected Licensee's discretion. The facility may be used to prepare food and beverage items for off-premise catering.

**B. Hours of operation**

**i. Fair**

Service shall be provided at the Empire Room every day during the annual New York State Fair beginning no later than 11:00 a.m. until at least 10:00 p.m. At a minimum, service shall include lunch and dinner. Beginning with the first Wednesday in August of each year and ending on the first Wednesday of September, the Somerset Room is used by AGM to host Fair-related exhibits and competitions.

**ii. Non-Fair**

During the non-Fair, service shall be provided at the Licensed Premises in accordance with the selected Licensee's submitted business plan in response to **SECTION 3.5** of the RFP, subject to AGM approval.

**C. Food and beverage sourcing**

The Licensee shall ensure the following:

- All of the coffee sold is roasted in New York State;
- All of the milk, cream and cheese products is processed or manufactured in New York State;
- All of the hotdogs, sausage, bratwurst and similar products is manufactured in New York State;
- All of the bottled water offered for sale must be produced and/or manufactured in New York State;
- All of the wine, cider, and spirits offered for sale must be produced and/or manufactured in New York State; and
- At least 80% of all of the beer offered for sale must be produced and/or manufactured in New York State.

All other food and beverages should, to the extent practicable, be produced and/or manufactured in New York State. AGM will assist the Licensee in identifying sources for New York State fresh and processed food products upon request. AGM's intent is to grant the selected Licensee discretion in achieving this goal, subject to compliance with License requirements. The Licensee may submit to AGM a request for an exemption from

requirements for a specific product listed above if the product needed is not produced and/or manufactured in New York State.

If AGM uses an exclusive provider of bottled water, soda and similar drinks or other goods, the selected Licensee will be expected to purchase those items from AGM's vendor.

The Licensee must use biodegradable straws and disposable plates, and disposable utensils must be either biodegradable or manufactured from recycled materials. Reusable silverware and place settings used in the catering (or restaurant, if applicable) are acceptable.

#### **D. Reports and Payments**

By the 1<sup>st</sup> of every month, Licensee shall provide to AGM a report detailing gross sales of food and beverage per catered event, and, in the case of a full-service restaurant, per week. Based on this report, monthly invoices will be provided by AGM showing the amount due, and all payments are due in full by the 15<sup>th</sup> of each month.

Payments are to be made to the State Fair Licensing Office located in the Administration Building between the hours of 9:00 A.M. to 4:00 P.M. on or before the deadline. Failure to pay by the due date indicated will result in a late penalty fee equal to 10% of the invoiced amount. Payment made with a check that is returned unpaid will be considered as failure to pay and will result in the late penalty fee plus the returned check fee charged by the bank.

The Licensee shall also provide to AGM by the 1st of every month:

- A report, as prescribed by AGM, demonstrating where the products, including alcoholic and non-alcoholic beverages and food products being served are grown/produced and/or manufactured. AGM reserves the right to conduct random unannounced spot audits of food and beverage inventory onsite at any time.
- A report detailing: for catering, menus and pricing for the upcoming month's booked events; for restaurant (if applicable), menus and pricing for the upcoming month.

The Licensee understands and hereby agrees that any violation of the above terms and conditions could be considered cause for cancellation of the contract.

#### **E. Responsiveness**

The Licensee shall be responsive to customer complaints, inquiries and suggestions. Any customer feedback received by the Fair shall be logged and forwarded to the Licensee. The Licensee shall have three (3) business days to respond and must send a copy of its response to the Fair.

#### **F. Employees**

The selected Licensee shall operate the Licensed Premises using its employees. The Licensee's employees shall wear uniforms, which include the name of the Licensee's operation, at all times. The uniforms may not include "T-shirts." Licensee's employees must be pleasant, neat, clean and well-trained.

This RFP requires the Licensee to enter into a Labor-Peace Agreement (see **SECTION 6.12**).

**G. Naming**

The naming or changing of the existing name of the Empire Room is not discouraged but does require the express written approval of AGM.

**H. Equipment**

The Licensee shall be responsible for providing all required kitchen, storage and counter equipment as well as all food storage, preparation and serving equipment, utensils, tables, chairs, flatware, and decorating necessary to operate the Licensed Premises. As noted above, a list of the equipment and furnishings in the Empire Room and the Somerset Room which will be available for use by the Licensee as of April 1, 2019 is attached as **Exhibit 5**.

**I. Licensee Improvements**

Any improvements to the Licensed Premises made by the Licensee which would be commonly considered an appurtenance or fixture shall not be made without the prior written consent of the Department and shall become the property of the State of New York at the end of the term of the License.

**J. Sanitary Code**

The selected Licensee shall operate the Licensed Premises in compliance with the New York State Sanitary Code, as administered and enforced by the Onondaga County Health Department and shall remain in full compliance at all times. The selected Licensee shall provide the Department with a copy of its annual health inspection certificate. If the Licensee fails its annual health inspection, the Department reserves the right to retain, at the expense of the Licensee, the services of an independent sanitation consultant to ensure safe and sanitary operation of the Licensed Premises. Failure of Licensee to comply with recommendations of the independent sanitation consultant in a timely and responsive manner may result in termination of the License for cause.

**2.3 FACTORS SIGNIFICANT TO THIS RFP**

- A. With the exception of all walk-in coolers, freezers and the Ansul fire system, the maintenance of the Licensed Premises and repair and/or replacement of equipment related to this solicitation will be the sole responsibility of the selected Licensee, as will any other equipment, furnishings and supplies that will be needed to operate the Licensed Premises in accordance with the RFP. The Department will retain responsibility for maintenance and replacement of permanent walk-in coolers and freezers.

The Licensee will be responsible for the entryway and bathrooms in the hallway adjacent to the Empire Room. Cleaning the entryway, bathrooms, kitchen, bar, outside patio as well as Empire Room and Somerset Rooms will be the responsibility of the Licensee. The Licensee will also have the use of an office located adjacent to the Empire Room kitchen.

- B. The selected Licensee shall consider the NYS PSC Energy Efficiency Portfolio Standard when purchasing and/or installing equipment and when utilizing systems such as lighting, heating, air conditioning, and exhaust systems.

(<http://www3.dps.ny.gov/W/PSCWeb.nsf/All/2197DAD6F78ECCB085257BA9005E71A6?OpenDocument>) The Department and the selected Licensee shall agree on reasonable temperatures based on system capacities such that the building does not require overheating or overcooling.

- C. The Department shall be responsible for the cost of utilities, which includes municipal water, sewer, natural gas and electric services. The Department will also provide refuse removal, which includes the removal of bulk grease and cooking oil, including used fryer oil. The selected Licensee shall pay AGM a garbage removal and recycling fee of two hundred fifty dollars (\$250) quarterly, due on the 15th of January, April, July and October, with the first payment due October 15, 2019. The Department reserves the right to increase the cost of the garbage removal and recycling fee by up to five (5) percent annually.
- D. The premises is offered in “as is/where is” condition. The selected Licensee will be required to provide any and all tools, fixtures, furnishings (including but not limited to tables and chairs), and other appurtenances necessary to successfully operate the business. Upon expiration of the term or termination of this License, the selected Licensee will be expected to cooperate with the Department to facilitate any transition to a new vendor or winding down operations. Such cooperation shall include, but not be limited to, cleaning and restoring the Licensed Premises to the same condition (wear and tear excepted) or better condition than at the commencement of the License term, and provision and review of a full inventory of items owned by the Department. Any permanently installed equipment shall become the property of the Department.
- E. The selected Licensee is responsible for obtaining an appropriate liquor license for the venue that allows for the sale of beer, wine, cider and spirits. The selected Licensee must submit a completed liquor license application upon contract award, at the latest.
- F. The selected Licensee must, within three months of a successful bid, employ at least one ServSafe certified manager/supervisor who actively supervises food preparation activities for the Licensed Premises. ServSafe is a food and beverage safety training certificate program administered by the National Restaurant Association. The program is accredited by American National Standards Institute and the Conference for Food Protection. More information regarding manager training can be found at <https://www.servsafe.com/manager/food-safety-training-and-certification>.
- G. The selected Licensee will be responsible for any parking and admission credentials for their employees during the annual New York State Fair and other major non-Fair events that encompass the entire Fairgrounds and require paid parking and admissions. In these circumstances, employee parking may not be in close proximity to the Licensed Premises.

### **3. PROPOSAL FORMAT, CONTENTS AND SUBMISSION**

#### **3.1 SUBMISSION TIMELINE**

All required documents must be received by AGM no later than 3:00 p.m. (local time) on **June 7, 2019** 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 Licensee prior to execution of the contract.

Any questions concerning this RFP must be received by 3:00 p.m. (local time) on **May 20, 2019**. Questions must be submitted in writing. E-mail is preferred and should be directed to

procurement.info@agriculture.ny.gov. Please list RFP#0171 in the subject line. Questions may also be mailed to: NYS Department of Agriculture and Markets, Fiscal Management, 10B Airline Drive, Albany, New York 12235 Attn: Carrie Lindemann (RFP#0171).

A Question-and-Answer document will be posted to the AGM website, <http://www.agriculture.ny.gov/RFPS.html> no later than **May 24, 2019**. 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>.

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 [procurement.info@agriculture.ny.gov](mailto: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 deadline may 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 and sealed envelopes:

#### **Envelope 1, titled "RFP #0171 Minimum Qualifications and Forms and Assurances."**

- Original plus one (1) paper copy of (See **SECTION 7.1 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 (Original Signatures)
- **Attachment 9** - Substitute Form W-9, if SFS Vendor ID needed (Original Signatures)
- **Attachment 10** - Experience Form

#### **Envelope 2, titled "RFP #0171 Technical Proposal – Do Not Open."**

- Original plus four (4) paper copies of the completed Technical Proposal addressing the criteria set forth in **Section 3.5** of this RFP.
- An electronic version of the Technical Proposal in MS Word, on either a CD or a flash drive.

#### **Envelope 3, titled "RFP#0171 Bid Form/Cost Proposal – Do Not Open."**

- Original plus four (4) paper copies of **Attachment 1** - Bid Form (Original Signatures)

*Place the three (3) 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: Carrie Lindemann (RFP#0171)

### **3.3 MINIMUM QUALIFICATIONS**

Respondents are advised that AGM's intent is to ensure that only qualified, responsive and responsible Licensees enter into a contract to provide catering and restaurant services (if applicable) as defined in this RFP. AGM considers the following qualifications a pre-requisite in order to be considered a qualified Respondent for the purposes of this solicitation. The Respondent must:

- A. Demonstrate that the bidding company or principal(s) of said company currently owns and/or operates at least one (1) year-round, full-service restaurant (see **SECTION 1.7D**) and/or at least one (1) winery, brewery, or distillery with year-round food service and a designated dining area.
- B. Demonstrate that the restaurant or food service aspect of the operation has:
  - i. Been in business for at least the last five (5) consecutive years preceding submission of this bid (June 1, 2014 – June 1, 2019), and
  - ii. Provided catering services (see **SECTION 1.7C**) in the last five (5) years preceding submission of this bid (June 1, 2014 – June 1, 2019).
- C. Provide the name of the business and/or principal(s), description of the business, address, and dates the bidding company or principal(s) of said company owned and/or operated said business. (See Submission Documents, **Attachment 10, Experience Form**). AGM reserves the right to verify the information provided.

### **3.4 MANDATORY CONTRACT REQUIREMENTS**

Each bidder must certify that:

- A. No other obligation or engagement, contractual or otherwise, will impact the selected Licensee's ability to provide catering and restaurant services (if applicable) at the Empire Room and Somerset Room at the Fairgrounds during the contract period.
- B. The selected Licensee will have full control of all services provided pursuant to this engagement and assumes total responsibility for financial loss, accident, injury, or death that may occur as a result of the services provided. The selected Licensee will indemnify and hold harmless the State of New York, the Department, 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 Licensee, its agents, employees, and those acting for or on its behalf. Such indemnity shall not be limited by reasons of any insurance coverage provided.
- C. The selected Licensee will obtain and maintain insurance policies that meet the requirements set forth in **Exhibit 6**.
- D. The selected Licensee agrees to comply with "Appendix A, Standard Clauses for New York State Contracts," a copy of which is attached to this RFP within **Exhibit 7**.

### **3.5 TECHNICAL PROPOSAL (70 POINTS)**

See **SECTION 3.2 SUBMISSION METHOD** for information on packaging the proposal. All proposals must address the following:

- A. Background and Experience - 40 Points**

1. Demonstrated ability to establish, start up and operate commercial food, beverage, and catering operation(s) or similar venture(s) including, but not limited to, restaurants and/or breweries, distilleries or wineries with permanent food service.
  - i. Describe your managerial capacity, organizational structure and experience in starting a new catering operation, restaurant, brewery, distillery or wineries that has food service, and/or growing or invigorating underperforming such facilities. (10 points)
  - ii. Describe your experience in operating a catering operation similar in scope as outlined in this RFP. Include specific initiatives that you undertook to market and grow your operation(s). (4 points)
  - iii. Describe your experience in operating a café, restaurant, or brewery, distillery or winery that has food service, that is similar in size and relevance to the scope outlined in this RFP. Include specific initiatives that you undertook to market and grow your operation(s). (4 points)
  - iv. Describe your quality control system to ensure high quality food and service standards. (2 points)
  
2. Personnel qualifications and experience.
  - i. Describe the qualifications of the key personnel including, but not limited to managerial strength, organizational structure and training programs. Include resumes and/or career summaries demonstrating the relevant background, education, and experience of your key personnel. Include an organizational chart or description reflecting the corporate structure, chain of command, and/or composition of the proposing party and all participants to be assigned to this engagement. (10 points)
  - ii. Discuss the background and experience of key personnel and past performance on similar ventures and other projects. This experience must be relevant and must be comparable in scale and scope to the services contemplated herein. (10 points)

**B. Response to the RFP – 30 Points**

1. Business Plan
  - i. Provide a business plan, including evidence of credit, financial strength, stability, and business administration, pro forma revenue and expense projections for the term of the License. (10 points)
  - ii. Describe and identify potential year-round business opportunities for the Empire/Somerset Room catering and restaurant services, if applicable, operation, including a timeline and specific targets for growth, and specific plans to maximize revenue and service. (5 points)
  - iii. Describe the full scope and concept of the proposed operation, including a comprehensive operational plan which should indicate plans for catering only vs. catering plus restaurant, food style and menu concepts, and strategy for operating the facility. (5 points)

2. Locally sourced products
  - i. Describe your plan for maximizing the use of New York State food products, producers and providers. This should include both food and beverages. Include sample menus for event catering and a full-service restaurant, if applicable, including pricing. (5 points)
3. Marketing and promotion plan
  - i. Describe marketing and promotion strategies that you have employed in the past that were successful at other similar in scope commercial food, beverage and catering operations, and outline your marketing and promotion plan to develop and grow the business at the venue described in this RFP, including how you will utilize social media, earned media and paid media. (5 points)

### **3.6 COST PROPOSAL (30 POINTS)**

A fully completed and properly executed Bid Form (See Submission Documents **Attachment 1**) must be submitted for this RFP. The Bid Form must not be altered in any way. All blanks must be filled in and a License Fee of a percent of all gross revenue derived from operations must be offered for each of the five years listed on the Bid Form. Failure to offer a license fee for each year listed on the Bid Form will result in the disqualification of the bid. To be considered, the bidder must offer a minimum bid (license fee) of at least five (5) percent in years two through five.

### **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. See section **3.2 SUBMISSION METHOD**.

## **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 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 Proposal**

A technical evaluation committee will review each Technical Proposal to determine compliance with the requirements described in this RFP. The technical component of all proposals shall be scored individually by each member of the committee using the point ranges assigned to each component within each criterion when assigning a whole number score for each of the criteria. 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.

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 Technical Proposal represents 70 points of the overall score. All complete proposals received from eligible and qualified bidders will be evaluated.

**B. Cost Proposal**

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). To be considered, the bidder must offer a minimum bid (license fee) of at least five (5) percent in years two through five.

The Cost Proposal represents 30 points of the overall score and points will be awarded pursuant to a formula. This calculation will be computed by Fiscal Management independently of the technical scoring committee.

The individual proposals submitted will be awarded points, pursuant to a formula which awards 30 points to the bidder who offers the highest **aggregate** percentage of gross revenue (Return to the State or “RTS”) for the five-year term of the License. The remaining bids will be awarded points based on the calculation below that computes the relative difference between each bid and the highest bid received.

Cost Score Calculation: Points = (bid being evaluated divided by the highest bid) X 30

**EXAMPLE:**

Year	Bidder A	Bidder B	Bidder C	Bidder D
1	8	12	10	15
2	14	14	15	15
3	20	16	20	15
4	20	18	20	15
5	20	20	25	15
<b>Aggregate</b>	<b>82</b>	<b>80</b>	<b>90</b>	<b>75</b>

<b>BIDDER</b>	<b>AGGREGATE GROSS REVENUE PERCENTAGE</b>	<b>CALCULATION (rounded to two decimal places)</b>	<b>TOTAL COST SCORE (rounded to two decimal places)</b>
A	82	$(82/90)*30=27.33$	27.33
B	80	$(80/90)*30=26.67$	26.67
C	90	30 (highest score)	30
D	75	$(75/90)*30=25.00$	25.00

## 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 Department will compile the financial and technical scores and compute the composite score for each bidder and rank the Combined Technical and Cost Proposal scores accordingly. The composite score for each bidder will consist of an average of all technical scores (rounded to two decimal places) from the technical evaluators added to the score from the cost evaluation (rounded to two decimal places). 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 TRANSFER OF INTEREST PROHIBITED**

The License awarded from this RFP presumes that the Licensee's ownership will not change during the term of the License. In the event of change of ownership or principals of the Licensee, the License arising from this RFP may be terminated by the Department without liability. Sublicensing is not permitted. AGM will contract only with the successful bidder who is the Prime Licensee.

## **6.3 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.

## **6.4 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 [procurement.info@agriculture.ny.gov](mailto:procurement.info@agriculture.ny.gov).

## **6.5 BID PROTEST PROCEDURES**

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

- A. 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.
- B. 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](mailto:procurement.info@agriculture.ny.gov)

- C. Fiscal Management will convene a review team that will include at least one staff member from each of: the Department's Office of Counsel, the Department's Office of Fiscal Management, and Department's Division of the State Fair. 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 Fiscal Management will advise OSC that a protest was filed.

- D. 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/>.

## **6.6 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.

## **6.7 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.

## **6.8 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.

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.

**Subcontractors:**

For vendors using subcontractors, all subcontractors shall be required to complete and submit a Vendor Responsibility Questionnaire for subcontracts valued at \$100,000 or more over the term of the contract, or a Contractor Information Checklist for subcontracts valued at less than \$100,000 over the term of the contract, unless the subcontractor is an entity that is exempt from reporting by OSC (exempt entities can be found online at [http://www.osc.state.ny.us/vendrep/resources\\_docreq\\_agency.htm](http://www.osc.state.ny.us/vendrep/resources_docreq_agency.htm)).

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

**6.9 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.

**6.10 FREEDOM OF INFORMATION**

The selected Licensee'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.

**6.11 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](mailto:procurement.info@agriculture.ny.gov)

## 6.12 LABOR PEACE AGREEMENT

As a condition of receiving this contract for the provision of catering, and restaurant services, if applicable, at the Empire Room and Somerset Room, and to protect the New York State Department of Agriculture and Markets' financial interest in revenue generated by the State Fair, the selected Proposer agrees to enter into a Labor Peace Agreement with a bona fide labor organization which represents a substantial number of hotel or convention center employees in the State, and is actively representing or seeking to represent the Empire Room employees, and shall require any subcontractor, lessor or sublessor that operates the Empire Room catering facility at the New York State Fair to enter into such agreement by incorporating a term requiring such agreement in its contracts with such entities. "Labor Peace Agreement" means an agreement enforceable under federal law with a labor organization that includes a promise by the labor organization on behalf of itself and its members not to engage in any strikes, boycotts, work stoppages, corporate campaigns, picketing or other economic action against the Empire Room or any part of the New York State Fair. The Labor Peace Agreement shall not include any provision requiring any employee to become a member of a labor organization, or apply to any employee that does not work at the Empire Room. The Labor Peace Agreement shall provide for termination in the event the labor organization signing the agreement is found by an arbitrator or court of competent jurisdiction to have violated its terms. The Labor Peace Agreement shall be in effect for the term of this License Agreement.

## 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:

- Cover Sheet and Submission Documents Checklist
- **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**)
- **Vendor Assurance No Conflict of Interest** (Signature Required – the form is included in the **Submission Documents as Attachment 7**)
- **Executive Order No. 177 Certifying Prohibition of Discrimination and Harassment** (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**)

## **7.2 CONTRACT DOCUMENTS AND REQUIREMENTS**

The successful bidder will be required to execute a written License Agreement with the Department. A sample License Agreement is attached to this RFP as **Exhibit 7**. By submitting a bid, bidder agrees to be bound by all terms and conditions in the Department’s License Agreement including: Appendix A-- “Standard Clauses for New York State Contracts” (January 2014).

## **8. RECOMMENDED SUBMISSIONS**

The following forms are not required to be submitted with the bid response, though each form will be required prior to contract execution. 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” (January 2014). 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.

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

### **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 with 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. Licensees 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.**