



INVITATION FOR BIDS

for

TRASH REMOVAL AND DISPOSAL AT THE NEW YORK STATE FAIRGROUNDS

IFB #0267

IFB Issued: 1/27/2022
Proposals Due: 2/25/2022

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

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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 (“Respondents” or “Bidders”) to submit proposals to provide trash removal and disposal services at the New York State Fairgrounds (“Fairgrounds”).

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 (“State Fair”). The mission of the annual State Fair is to hold a multi-day exposition 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. There are approximately 600 vendors, including 200 food vendors. Entertainment is presented daily during the State Fair at festival-style outdoor venues which include Chevy Court (approximate capacity of 30,000 persons) and the Experience Stage at Chevy Park (approximate capacity of 20,000 persons). Admission to Chevy Court and the Experience Stage are free with admission to the State Fair. In 2019, these concerts included national, regional and local touring acts and drew almost 300,000 spectators. The State Fair attracted over 1.3 million people in 2019. The 2019 State Fair reflects the most recent year of full operation prior to the COVID-19 pandemic. The 2020 State Fair was canceled due to the COVID-19 pandemic and the 2021 State Fair operated under state and federal COVID-19 guidance.

Additionally, the Fairgrounds hosts approximately 300 non-Fair shows and meetings that draw over 1 million people annually.

The 2022 State Fair will be 13 days and will commence on Wednesday, August 24, 2022 and end on Monday, September 5, 2022. The number of days of the State Fair is subject to change during the Term of the Agreement.

1.2 IFB GOAL

The objective of this IFB is to retain a contractor to remove trash, including office waste, mixed waste, solid waste, cardboard only, recyclables, food waste and compostable material, and construction and demolition waste from the Fairgrounds as further described below.

1.3 TERM

The contract resulting from this IFB will begin on April 1, 2022 and end on March 31, 2026.

1.4 IFB TIMELINE

Publication in Contract Reporter:	January 27, 2022
Deadline for Submission of Written Questions:	February 10, 2022 by 3:00 p.m. (local time)
Last Update of answers or issuance of IFB Addendum at http://www.agriculture.ny.gov/RFPS.html no later than:	February 15, 2022
Submission Deadline:	February 25, 2022 by 3:00 p.m. (local time)
Bid Opening:	February 28, 2022

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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 annual State Fair as well as many non-Fair events during the year. The mission of the State Fair is to hold a multi-day exposition ending on Labor Day each year, identifying, promoting and showcasing the history and traditions of the State. The State Fair has been charged to grow as a major driver of tourism and economic development.

The State Fair has a 15-acre Midway and two free music venues that host multiple national touring acts each day and can hold more than 30,000 and 15,000 people respectively. There are approximately 600 vendors, including 200 food vendors. Paid parking is available for approximately 20,000 vehicles as well as parking for approximately 1,000 overnight camping vehicles. The State Fair attracted more than 1.3 million people in 2019 and approximately 800,000 people in 2021. The 2019 State Fair reflects the most recent year of full operation prior to the COVID-19 pandemic. The 2020 State Fair was canceled due to the COVID-19 pandemic and the 2021 State Fair operated under state and federal COVID-19 guidance.

The Fairgrounds also operates year-round (“non-Fair”) offering several outstanding venues. In 2019, the Fairgrounds hosted approximately 300 non-Fair meetings and events encompassing over one thousand event days and drawing more than 1.1 million visitors. The 2019 data reflects the most recent year of full operation prior to the COVID-19 pandemic.

The State Fair and Fairgrounds have undergone the most significant reshaping in its long history. Approximately \$120 million has been invested in modernizing and revitalizing the Fairgrounds since 2015. This has included adding a full-service RV park, a large space for the State Fair’s Midway, and a new NY Experience festival grounds. The State Fair also added a fully renovated Main Gate, upgraded the Iroquois Indian Village and State Police exhibit, overhauled and expanded the Orange Lot, which can hold 7,000 vehicles, as well as paving, lighting and drainage. Anchoring the investment is the construction of the new 136,000 square foot Exposition Center. Completed in August 2018, this facility is the largest clear span 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.

2.2 DEFINITIONS

Bidder: Shall refer to any business entity who submits a response to this IFB. At the time that the Bidder executes a contract with the Department for their services a Bidder shall become a “Contractor.” See also “Contractor.”

Business hours: Shall mean Monday through Friday, between the hours of 7:00 a.m. and 3:00 p.m. EST, except New York State Holidays.

Compactor: A unit that compresses or compacts material by using hydraulic force, weight or vibration. Compactors include **stationary** and **self-contained** units. All self-contained compactors provided for the compaction of wet waste shall be self-contained and water-tight. The Department shall be responsible for the construction of any concrete pads or other ancillary structures such as catwalks that are needed for stationary compactors, and the selected contractor shall be responsible for the installation of all other

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compactor components. Stationary compactors will be affixed to the site (NYS Fairgrounds), and the container will be separated and removed for emptying. All compactors shall be maintained in good working order and shall have no leaks, jagged edges or holes.

Construction and Demolition Debris: Uncontaminated solid waste resulting from the construction, remodeling, repair and demolition of utilities, structures and roads; and uncontaminated solid waste resulting from land clearing. Such waste includes, but is not limited to bricks, concrete and other masonry materials, soil, rock, wood (including painted, treated and coated wood and wood products), land clearing debris, wall coverings, plaster, drywall, plumbing fixtures, non-asbestos insulation, roofing shingles and other roof coverings, asphaltic pavement, glass, plastics that are not sealed in a manner that conceals other wastes, empty buckets ten gallons or less in size and having no more than one inch of residue remaining on the bottom, electrical wiring and components containing no hazardous liquids, and pipe and metals that are incidental to any of the above.

Contractor: Shall refer to a responsive and responsible Bidder who is awarded a Contract with the Department.

Department: Shall refer to the New York State Department of Agriculture and Markets. The “Department” may also be referred to as “AGM.”

Disposal Facility: A facility or part of a facility at which solid waste disposal occurs.

Disposal Fee: A fee charged for the disposal of waste at a waste processing facility. Disposal Fees can also be referred to as Tipping Fees, Dump Fees or Gate Fees.

Dual Stream Recycling: Varieties of paper collected together in one recycling bin (one stream); plastic, glass and metal recyclables collected in another recycling bin (the other stream).

Dumpster: A container used for the purpose of temporarily holding trash, including office waste, mixed waste, solid waste, cardboard only, recyclables, food waste and compostable materials, and construction and demolition waste. These can be either front load or open top roll-off dumpsters.

Food Waste and Compostable Materials: Pre and post-consumer food of all kinds, paper products (including paper grocery bags), food soiled cardboard, house plants and vegetation, compostable cutlery, compostable cups, plates and bowls. Food Waste shall not include plastic (of any type or quantity), metals, brush, glass, wax coated corrugated boxes, and all other inert objects.

Landfill: Landfill means land or a disposal facility or part of one where solid waste or its residue after treatment is intentionally placed and which is not a land application facility, surface impoundment, injection well or waste pile.

MWBE: Shall refer to a business certified with New York State Empire State Development (ESD) as a Minority and/or Women-owned Business Enterprise.

May: Denotes the permissive in a contract clause or specification. “May” does not mean “required.” Also see “Shall” and “Must.”

Mixed Paper: A variety of paper including but not limited to office paper, newsprint, magazines, junk mail and paperboard products. This excludes tissue paper, toweling, paper plates and cups, wax coated

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corrugated cardboard and other low-grade paper products which become unusable to paper mills as a result of normal intended use.

Must: Denotes the imperative in a contract clause or specification. “Must” is synonymous with “required.” Also see “Shall” and “May.”

Prevailing Wage Rate: As part of the requirements of Article 8 (Sections 220-223) and Article 9 (Sections 230-239) of the New York State Labor Law, public work Contractors and subcontractors are required to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and to provide supplements (fringe benefits) in accordance with prevailing practices in the locality where the work is performed. Prevailing wage requirements for this IFB are contained herein.

Re-spot: To move a compactor or dumpster from the location at which the Contractor was approved to place it to another area onsite.

Recyclable or Recyclable Material: A material that has the potential to be recycled and which is pre-sorted from solid waste and not contaminated by significant amounts of residuals.

Recyclable Processing Fee: A fee charged by the Contractor for recycling material at a recycler. The Recyclable Processing Fee shall not include the “Contaminated Recyclable Fee”. The Contractor will be reimbursed a “contaminated recyclable fee” at the actual cost charged by the recycling facility for any contaminated recyclables.

Recycling: The processing of used materials into new products in order to prevent waste of potentially useful materials, reduce the consumption of fresh raw materials, reduce energy usage, reduce air and water pollution, reduce the need for "conventional" waste disposal, and lower greenhouse gas emissions compared to virgin production.

Recycling Revenue: Revenue generated from the sale of recyclable materials.

Shall: Denotes the imperative in a contract clause or specification. “Shall” is synonymous with “required.” Also see “Must” and “May.”

Solid Waste: All materials or substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including but not limited to garbage, refuse, industrial and commercial waste, sludge from air or water control facilities, rubbish, ashes, contained gaseous material, incinerator residue, demolition and construction debris, discarded automobiles and offal.

State: Shall refer to the State of New York. See also the definition for “Department.”

Toter Lift: A hydraulic or similar mechanical device that is able to lift and dump materials from standard 90 - 100 gallon tote containers into a compactor or dumpster.

Written Request: A request for services outlined in this IFB from AGM to the Contractor. The Written Request will include the date service is needed, a description of the rental unit(s) or services requested including type, quantity, size, placement onsite, use of the unit, and anticipated number of days needed onsite. Requests for hauling will indicate whether the rental unit(s) should be returned to the Fairgrounds or to the Contractor’s facility if it is no longer needed by AGM.

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2.3 SCOPE OF WORK

Contractor shall provide, deliver, and place compactors and dumpsters on the Fairgrounds, as directed by AGM. All compactors and dumpsters shall be clearly marked with the receptacle’s capacity, tare weight (if applicable) and a unique identification number.

See **Exhibit 1** for a summary of the quantity and type of Year-Round and Fairtime rentals and the number of hauls in 2018 and 2019. See **Exhibit 2** for a summary of trash and construction/demolition debris removed from the Fairgrounds in 2018 – 2019.

2.3.1 Lot 1 – Year-Round Rentals, Hauling, Recyclable Processing, and Re-Spotting

(1) Rental Unit Types and Sizes

Type/Style	Size
Dumpster: Open Top Roll-Off	30 Cubic Yards
Compactor (Multicycle 3 Phase, 208/230 Volts)	8 Cubic Yards
Compactor (Multicycle 3 Phase, 208 Volts)	35 Cubic Yards

(2) Written Requests for Orders and Services

- (i) AGM will provide Contractor a Written Request for orders and services. The Written Request will include the date service is needed, a description of the rental unit(s) or services requested including type, quantity, size, placement onsite, use of the unit, and anticipated number of days needed onsite. Requests for hauling will indicate whether the rental unit(s) should be returned to the Fairgrounds or to the Contractor’s facility if it is no longer needed by AGM.
- (ii) The rental unit(s) ordered by AGM shall be delivered to the Fairgrounds within forty-eight (48) hours of the request, unless otherwise agreed to by AGM.

(3) Fees

- (i) **Weekly Rental Fee for Dumpsters:** Provide a Weekly Rental Rate for the rental of dumpsters. The Weekly Rental Rate shall include delivery, installation, maintenance, repair and/or replacement, and cleaning/sanitizing of the rental units ordered (units shall be cleaned/sanitized prior to delivery). All unit prices shall be inclusive of all costs and profit (including, but not limited to: Direct & Indirect Costs, Payroll, Fringe Benefits, Supplies and Materials, Equipment, Overhead & Profit).
- (ii) **Monthly Rental Fee for Compactors:** Provide a Monthly Rental Rate for the rental of compactors. The Monthly Rental Rate shall include delivery, installation, maintenance, repair and/or replacement and cleaning/sanitizing of the rental units ordered (units shall be cleaned/sanitized) prior to delivery. All unit prices shall be inclusive of all costs and profit (including, but not limited to: Direct & Indirect Costs, Payroll, Fringe Benefits, Supplies and Materials, Equipment, Overhead & Profit).
- (iii) **Hauling Fee:** Provide a Hauling Fee for each haul of a compactor or dumpster. The Haul Fee shall include the pick-up of a compactor or dumpster, transport of the waste to a waste processing facility for disposal, and return of the compactor or dumpster to the Fairgrounds or the Contractor’s facility if it is no longer needed. All unit prices shall be

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inclusive of all costs and profit (including, but not limited to: Direct & Indirect Costs, Payroll, Fringe Benefits, Supplies and Materials, Equipment, Overhead & Profit). NOTE: THE HAULING FEE SHALL NOT INCLUDE THE DISPOSAL OR “TIPPING” FEE. Per Section 2.3.3(4)(ii) of the IFB, Contractor will be reimbursed for the disposal or “tipping” fee at actual cost upon submission of required supporting documentation as set forth in Sections 2.3.3(6) and 2.3.3(7) of the IFB. Please refer to **Exhibit 1** for historical data on the number of hauls in 2018 and 2019. This data is provided for informational purposes only. Contractor will only be paid for the actual number of hauls at the price bid on the Bid Form.

- (iv) **Recyclable Processing Fee:** Provide a Recyclable Processing Fee per ton. The Recyclable Processing Fee shall include the pick-up of all recyclables, transport of the recyclables to a recycling processing facility, and return of the rental units to the Fairgrounds or to the Contractor’s facility if the unit(s) is/are no longer needed. The Recyclable Processing Fee shall not include the “Contaminated Recyclable Fee”. The Contractor will be reimbursed a “contaminated recyclable fee” at the actual cost charged by the recycling facility for any contaminated recyclables. All unit prices shall be inclusive of all costs and profit (including, but not limited to: Direct & Indirect Costs, Payroll, Fringe Benefits, Supplies and Materials, Equipment, Overhead & Profit). NOTE: Pursuant to Section 2.3.3(2)(i) of the IFB, AGM will retain one hundred percent (100%) of any recycling revenue.
- (v) **Re-Spotting Fee:** Provide a Re-Spotting Fee for each re-spot of a compactor or dumpster on the Fairgrounds. The re-spotting will only occur during normal business hours (7 a.m. - 3 p.m. Monday-Friday) and must be completed within twenty-four (24) hours of the request by AGM. The Re-Spotting Fee shall include the cost of both the truck and driver. All unit prices shall be inclusive of all costs and profit (including, but not limited to: Direct & Indirect Costs, Payroll, Fringe Benefits, Supplies and Materials, Equipment, Overhead & Profit).

2.3.2 Lot 2 – Fairtime Rentals, Hauling, Recyclable Processing, Truck and Driver, and Re-Spotting

(1) Rental Unit Types and Sizes

Type/Style	Size
Dumpster: Front Load	2 Cubic Yard
Dumpster: Front Load	4 Cubic Yard
Dumpster: Front Load	8 Cubic Yards
Dumpster: Open Top Roll-Off	30 Cubic Yards
Compactor (Multicycle 3 Phase, 208/230 Volts)	8 Cubic Yards
Compactor (Multicycle 3 Phase, 208 Volts)	35 Cubic Yards
Toter Lifts	

(2) Written Requests for Orders and Services

- (i) AGM will provide Contractor a Written Request including the anticipated quantity and sizes of dumpsters and compactors and quantity of toter lifts that are needed for the State Fair no later than June 15th each year during the Term of the Agreement. Final quantities and specific locations for placement of the dumpsters, compactors, and toter lifts on the Fairgrounds will be provided by AGM to the Contractor no later than July 15th each year

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during the Term of the Agreement. All dumpsters, compactors, and toter lifts shall be delivered and spotted on the Fairgrounds no later than seven (7) days prior to the first day of each State Fair held during the Term of the Agreement.

- (ii) On the last day of the State Fair each year, approximately five (5) additional dumpsters shall be delivered to the Fairgrounds beginning after 10 p.m. These additional dumpsters must all be delivered by no later than midnight on the last day of the State Fair.
- (iii) Beginning one day prior to the first day of the State Fair and continuing through the last day of the State Fair each year, all dumpsters and compactors shall be emptied once daily including Saturdays, Sundays, and Labor Day, or more often if the unit(s) is/are full, unless otherwise determined by AGM, and returned to their location. The emptying and returning of compactors and dumpsters cannot begin prior to 11 p.m. each night and must be completed by no later than 9 a.m. each morning.

(3) Fees

- (i) ***Fairtime Daily Rental Rate for Compactors, Dumpsters, and Toter Lifts:*** Provide a Fairtime Daily Rental Rate for all rental unit types and sizes. The 2022 State Fair will be 13 days ending on Labor Day. The rental units ordered shall be delivered to the Fairgrounds no later than seven (7) days prior to the first day of each State Fair held during the Term of the Agreement and shall remain on the Fairgrounds for the duration of each State Fair and for up to seven (7) days after the last day of each State Fair. The number of days of the State Fair is subject to change each year. Contractor will only be paid the daily rental rate for the actual number of rental units ordered and actual number of days of the State Fair each year. The Fairtime Daily Rental Rate shall include the rental, delivery, installation, maintenance, repair and/or replacement, cleaning and sanitizing, and removal of the units ordered. All unit prices shall be inclusive of all costs and profit (including, but not limited to: Direct & Indirect Costs, Payroll, Fringe Benefits, Supplies and Materials, Equipment, Overhead & Profit).
- (ii) ***Hauling Fees:*** Provide a Haul Fee for each haul of a compactor or dumpster. The Hauling Fee shall include the pick-up of a compactor or dumpster, transport of the waste to a waste processing facility for disposal, and return of the compactor or dumpster to the Fairgrounds. All unit prices shall be inclusive of all costs and profit (including, but not limited to: Direct & Indirect Costs, Payroll, Fringe Benefits, Supplies and Materials, Equipment, Overhead & Profit). NOTE: THE HAULING FEE SHALL NOT INCLUDE THE DISPOSAL OR “TIPPING” FEE. Per Section 2.3.3(4)(iii) of the IFB, AGM will pay the disposal or “tipping” fee at actual cost directly to OCRRA during Fairtime. Please refer to **Exhibit 1** for historical data on the number of hauls in 2018 and 2019. The 2019 State Fair reflects the most recent year of full operation prior to the COVID-19 pandemic. The 2020 State Fair was canceled due to the COVID-19 pandemic and the 2021 State Fair operated under state and federal COVID-19 guidance. This data is provided for informational purposes only. Contractor will only be paid for the actual number of hauls at the price bid on the Bid Form. Beginning one day prior to the first day of the State Fair and continuing through the last day of the State Fair each year, all dumpsters and compactors shall be emptied once daily including Saturdays, Sundays, and Labor Day, or more often if the unit(s) is/are full, unless otherwise determined by AGM, and returned to their location.. The emptying and returning of compactors and dumpsters cannot begin prior to 11 p.m. each night and must be completed by no later than 9 a.m. each morning, except the emptying and returning of compactors and dumpsters located in the Black Lot and in the Empire RV Park may be completed at any time during the day.

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- (iii) **Recyclable Processing Fee:** Provide a Recyclable Processing Fee per ton. The Recyclable Processing Fee shall include the pick-up of all recyclables, transport of the recyclables to a recycling processing facility, and return of the rental units to the Fairgrounds or to the Contractor's facility if the unit(s) is/are no longer needed. The Recyclable Processing Fee shall not include the "Contaminated Recyclable Fee". The Contractor will be reimbursed a "contaminated recyclable fee" at the actual cost charged by the recycling facility for any contaminated recyclables. All unit prices shall be inclusive of all costs and profit (including, but not limited to: Direct & Indirect Costs, Payroll, Fringe Benefits, Supplies and Materials, Equipment, Overhead & Profit). NOTE: Pursuant to Section 2.3.3(2)(i) of the IFB, AGM will retain one hundred percent (100%) of any recycling revenue.
- (iv) **Truck and Driver (Overnight):** Provide an Hourly Rate for a twenty-five (25) cubic yard truck and driver that will cover work Monday through Thursday between the hours of 1 a.m. and 7 a.m. and Friday through Sunday between the hours of 2 a.m. and 7 a.m. commencing on the first day of the State Fair through the last day of the State Fair each year. The Hourly Rate shall include the cost of both the truck and driver. All unit prices shall be inclusive of all costs and profit (including, but not limited to: Direct & Indirect Costs, Payroll, Fringe Benefits, Supplies and Materials, Equipment, Overhead & Profit).
- (v) **Truck and Driver (Post Fair):** Provide an Hourly Rate for a twenty-five (25) cubic yard truck and driver that will cover work between the hours of 8 a.m. and 5 p.m. post Fair at request of AGM. The Hourly Rate shall include the cost of both the truck and driver. All unit prices shall be inclusive of all costs and profit (including, but not limited to: Direct & Indirect Costs, Payroll, Fringe Benefits, Supplies and Materials, Equipment, Overhead & Profit).
- (vi) **Re-Spotting:** Provide a Re-Spotting Fee for each re-spot of a compactor or dumpster onsite. The re-spotting will only occur during normal business hours (7 a.m. - 3 p.m.) and must be completed within twenty-four (24) hours of the request by AGM. The Re-Spotting Fee shall include the cost of both the truck and driver. All unit prices shall be inclusive of all costs and profit (including, but not limited to: Direct & Indirect Costs, Payroll, Fringe Benefits, Supplies and Materials, Equipment, Overhead & Profit).

2.3.3 Other General Requirements

(1) Maintenance, Cleaning, and Sanitizing (Lots 1 and 2)

- (i) Contractor shall maintain, repair and replace if necessary, all dumpsters, compactors, and toter lifts provided to AGM. Repair and replacement, if required, shall be completed within twenty-four (24) hours after written notification is received from AGM, *except* during the State Fair when Contractor's service personnel shall arrive at the Fairgrounds within one (1) hour from notification and, if repair is not possible to complete within two (2) hours, Contractor shall replace the compactors, dumpsters, or toter lifts.
- (ii) All compactors, dumpsters and toter lifts shall be rinsed and sanitized prior to being placed on or returned to the Fairgrounds.

(2) Recycling (Lots 1 and 2)

- (i) Contractor shall recycle "recyclable material" and shall receive a "recyclable processing fee" from AGM for recycling "recyclable material" at a recycler. AGM shall receive 100% of the "recycling revenue" generated from the sale of "recyclable materials" minus the Contractor's "recyclable processing fee" as set forth in Attachment 1 - Bid Form.

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- (ii) The Recyclable Processing Fee shall include the pick-up of all recyclables, transport of the recyclables to a recycling processing facility, and return of the rental unit(s) to the Fairgrounds or to the Contractor's facility if the unit(s) is/are no longer needed.
- (iii) The Recyclable Processing Fee shall not include the "Contaminated Recyclable Fee". The Contractor will be reimbursed a "contaminated recyclable fee" at the actual cost charged by the recycling facility for any contaminated recyclables.

(3) Food Waste and Compostable Materials (Lots 1 and 2)

- (i) Contractor shall provide for the removal of food waste and compostable materials to be hauled to a designated composting operator. The food waste and compostable materials shall be placed in dumpsters clearly marked "Food Waste and Compostable Material".

(4) Disposal Fee

- (i) Pursuant to Onondaga County Local Law 5 of 2003, all trash, construction and demolition debris, food waste and compostable materials and recycling must be brought to a facility owned or operated by the Onondaga County Resource Recovery Agency (OCRRA).
- (ii) Disposal Fee Year-Round (Lot 1): Contractor will be reimbursed for the disposal fee at actual cost upon submission of required supporting documentation as set forth in Section 2.3.3(7) of the IFB ("Payment for Services"). A copy of the annual agreement between Contractor and the owner of the disposal site must be provided to AGM on or before April 1st each year and at any time there is a rate change.
- (iii) Disposal Fee Fairtime (Lot 2): During the annual State Fair, AGM will pay the disposal fee directly to the landfill operator.

(5) Re-Spotting (Lots 1 and 2)

- (i) Contractor shall re-spot a compactor or dumpster from the location at which the selected contractor was approved to place it to another area onsite at the Written Request of AGM.
- (ii) Bidders must provide a Re-Spotting Fee for each re-spot of a compactor or dumpster on the Fairgrounds. The re-spotting will only occur during normal business hours (7 a.m. - 3 p.m. Monday-Friday) and must be completed within twenty-four (24) hours of the request by AGM. The Re-Spotting Fee shall include the cost of both the truck and driver. All unit prices shall be inclusive of all costs and profit (including, but not limited to: Direct & Indirect Costs, Payroll, Fringe Benefits, Supplies and Materials, Equipment, Overhead & Profit).

(6) Documentation of Service (Lots 1 and 2)

All services provided by Contractor shall be properly documented including initial placement, hauling, and removal of all dumpsters, compactors, and toter lifts at locations determined by AGM. Documentation must include the date of transaction, description of rental unit including the type and size of each compactor and dumpster, and type of toter lift provided, the location on the Fairgrounds, capacity, and identifying number of the unit. For billing purposes, the monthly invoice must also include a scale ticket or similar document from the Disposal Facility where the dumpster or compactor was emptied showing the name and physical location of the Disposal Facility, the date and time of

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weighing, type of waste disposed, weight of waste disposed, and weight of the truck used to transport the waste.

(7) Payment for Services (Lots 1 and 2)

Contractor will be paid monthly for services rendered during the preceding month provided Contractor submits an itemized invoice to AGM no later than the tenth (10th) day of each month. Invoices shall include: the date of transaction, ticket number, description of services provided, quantity, fees in accordance with Attachment 1 – Bid Form, and total per transaction. All invoices must include supporting documentation in accordance with Section 2.3.3(6) of the IFB. The invoice must be itemized according to the same items referenced on the Bid Form. Per Section 2.3.3(4)(ii) of the IFB, Contractor will be reimbursed for the “Disposal Fee Year-Round (Lot 1)” at actual cost. A copy of the annual agreement between the Contractor and the owner of the Disposal Facility must be provided to AGM on or before April 1st each year and at any time there is a rate change. If the itemized invoice contains any charges which are not supported by the documentation set forth above, the Department will reduce the total invoice amount by the amount of the undocumented charges and only pay the reduced amount. Payment for invoices submitted by Contractor shall only be rendered by electronic payment or paper check. Such payments shall be made in accordance with ordinary State procedures and practices. Contractor shall comply with the State Comptroller’s procedures to authorize electronic payments. Authorization forms are available at the State Comptroller’s website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032.

2.3.5 Contractor Responsibilities

In addition to the responsibilities outlined above, Contractor shall:

- Provide a designated point of contact for the management of the contract with working mobile phone number and email address.
- Provide a designated point of contact for the administration of the scope of services as outlined in this IFB.
- Meet as needed for planning purposes for the State Fair. It is anticipated that this will not exceed six (6) in person or conference call meetings per calendar year.
- Provide up to four (4) training sessions to AGM staff on the operation of the compactors and toter lifts provided.
- Provide AGM four (4) additional sets of keys to the compactors for use during the State Fair.
- Provide operational reports as requested by AGM including, but not limited to, after-action reports to be submitted no more than thirty (30) days after the last day of the State Fair each year. These reports should outline ideas, suggestions and any concerns regarding services provided pursuant to this engagement during the State Fair as well as a report detailing the total amount of trash, recycling and composting by ton that was generated by the State Fair.

2.3.6 Department Responsibilities

In addition to any responsibilities outlined above, AGM shall provide:

- Contact information for the AGM designated point of contact.
- Power for compactors.
- All credentials for admission and parking during the State Fair.

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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 or before February 25, 2022 in order to be considered. AGM reserves the right to request any missing information from those items marked with an asterisk (*) on the Submission Documents Checklist. Bidder will have three (3) business days to provide any missing information requested by AGM for those items marked with an asterisk (*) on the Submission Documents Checklist. All remaining forms and documents required to be completed after notification of selection is made shall be submitted to AGM by the selected contractor prior to execution of the contract.

Any questions concerning this IFB must be received by 3:00 p.m. (local time) on February 10, 2022. Questions must be submitted in writing via email to Carrie Lindemann at procurement.info@agriculture.ny.gov. Please list "IFB #0267 – TRASH REMOVAL AND DISPOSAL AT THE NEW YORK STATE FAIRGROUNDS" in the subject line.

A Question and Answer document will be posted to the Department website: www.agriculture.ny.gov under "Funding Opportunities" no later than February 15, 2022. No individual written responses will be provided. Any revisions to this invitation will be posted on the AGM website, 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 AGM website, please contact Carrie Lindemann at 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: Carrie Lindemann, 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 three (3) separately labeled and sealed envelopes**:

Envelope 1, titled "IFB #0267 Minimum Qualifications and Forms and Assurances."

Original plus one (1) paper copy of (See **Section 6.1**, Submission Documents):

- Cover Sheet and Submission Documents Checklist
- **Attachment 3** - Mandatory Contract Requirements Certification Form (Original Signatures)
- **Attachment 4** - Non-Collusive Bidding Certification (Original Signatures)
- **Attachment 5** - MacBride Nondiscrimination Certification Form (Original Signatures)
- **Attachment 6** - Procurement Lobbying Law Forms (Original Signatures)
- **Attachment 7** - Vendor Responsibility (Original Signatures)
- **Attachment 8** – Vendor Assurance No Conflict of Interest (Original Signatures)
- **Attachment 9** – Executive Order No. 177 (Original Signatures)
- **Attachment 10** - Substitute Form W-9, if SFS Vendor ID needed (Original Signatures)
- **Attachment 11** – Experience and References Form demonstrating proof of having met the Minimum Qualifications set forth in **Section 3.3** of this IFB.

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Envelope 2, titled “IFB#0267 Bid Form/Cost Proposal – Do Not Open.”

- Original plus one (1) paper copy of **Attachment 1** - Bid Form (Original Signatures Hard Copy)
- One (1) electronic copy of **Attachment 1** – Bid Form. Electronic media shall be submitted on a USB 2 or 3 compliant Flash Drive and clearly labeled. The electronic version of the Bid Form must be sealed within the same envelope as the corresponding hard copies. In the event that there are any inconsistencies between the electronic submissions and the hard copy submissions, or between multiple hard copy submissions, the original, wet ink, hard copy will be deemed controlling by AGM when reviewing each Cost Proposal.
- Original plus one (1) paper copy of **Attachment 2** - Subcontracting Form

Envelope 3, titled “IFB#0267 MWBE Forms – Do Not Open.”

Original plus one (1) paper copy of (See **Section 6.1**, Submission Documents):

- **Attachment 12** - MWBE Forms (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 (IFB#0267)

3.3 MINIMUM QUALIFICATIONS

Bidders are advised that AGM’s intent is to ensure that only qualified, responsive and responsible Contractors enter into a contract to provide trash removal and disposal at the New York State Fairgrounds. AGM considers the following qualifications a pre-requisite in order to be considered a qualified Bidder for the purposes of this solicitation:

To be considered, the Bidder must:

- a. At the time of bid submission, possess and provide a copy of Bidder’s valid Waste Transporter Permit issued by the New York State Department of Environmental Conservation (NYS DEC).
- b. Have experience providing trash removal and disposal services similar in scope to this solicitation for at least two (2) commercial customers within the last three calendar years preceding submission of this bid (calendar years 2019, 2020, and 2021) with annual gross billings of at least \$50,000 to each of the customers referenced. Provide the name, address, phone number and email for a contact person for each of the customers listed, the location(s) where services were provided, and a description of the services provided. Note that the Department will contact the references to verify the information provided; the Bidder is solely responsible for the availability of the submitted references. Please provide the above information using Attachment 11 – Experience and References Form of the Submission Documents.

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 trash removal and disposal services at the New York State Fairgrounds during the contract period.

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- 2) The selected contractor 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 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 that meet the requirements set forth in **Exhibit 3** of this IFB.
- 4) The selected contractor agrees to comply with “Appendix A, Standard Clauses for New York State Contracts,” a copy of which is included in the sample New York State AGM contract attached to this IFB as **Exhibit 4**.

3.5 BID FORM/COST PROPOSAL

All bids must be submitted on “**Attachment 1 - Bid Form**” included in the Submission Documents. The Bid Form must not be altered in any way. Please refer to **Section 3.2**, Submission Method, for information on how to package your proposal. Please follow the instructions in **Attachment 1** when completing your bid. Per instruction #2 on the Bid Form Instructions tab, on the “Bid Form” tab, enter bid prices in the highlighted (green) fields ONLY. All other fields are locked and calculations are formula formatted to automatically calculate results of each vendor’s bid.

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 the lowest responsive and responsible bidder with the lowest “Grand Total for Lots 1 and 2” on the Bid Form. As noted in the “**Attachment 1 - Bid Form**” instruction tab, bidders should enter bid prices in the highlighted (green) fields ONLY; all other fields are locked and calculations are formula formatted to automatically calculate results of each vendor's bid.

In the event of a tie for the lowest “Grand Total for Lots 1 and 2” on the Bid Form, the bidder who is part of the tie with the lowest total bid price for “Lot 1 – Year-Round” will be considered the winning bidder. If multiple bidders have identical “Grand Totals for Lots 1 and 2” and identical total bid price for “Lot 1 – Year-Round”, the winner will be determined by a coin toss.

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;

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- 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 until the contract start date;
- 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; and
- Make all interpretations of the meaning and intent of the IFB and resulting contract and the Department's interpretation is final.

5.2 SUBCONTRACTING

The Contractor agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of the Department. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The Contractor agrees not to subcontract any of its services. The only items that may be subcontracted for purposes of this solicitation are rental units and equipment referenced in **Section 2.3** of this IFB. All subcontracting is subject to the prior written approval of the Department. If the Contractor determines to subcontract any supplies and equipment, the subcontractor(s) must be clearly identified and the nature and extent of the involvement in and/or proposed performance under the Contract must be fully explained by the Contractor to the Department. As part of this explanation, the Subcontractor must submit to the Department a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form, as required by the Contractor prior to execution of this Agreement.

The Contractor retains ultimate responsibility for all services performed under the Agreement. All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this Agreement including, but not limited to, the body of the Agreement, **Appendix A** – Standard Clauses for New York State Contracts, and required proof of workers compensation and disability insurance.

Unless waived in writing by the Department, all subcontracts between the Contractor and subcontractors shall expressly name the State, through the Department, as the sole intended third party beneficiary of

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such subcontract. The Department reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the Department or the State a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the Department.

The Department reserves the right, at any time during the term of the Agreement, to verify that the written subcontract between the Contractor and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this Agreement.

The Contractor shall give the Department immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor's duties under the Agreement. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of the Agreement.

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).

5.3 PREVAILING WAGE RATE - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS

Prevailing Wage Rate as part of the requirements of Article 8 (Sections 220-223) and Article 9 (Sections 230-239) of the New York State Labor Law, requires public work contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and to provide supplements (fringe benefits) in accordance with prevailing practices in the locality where the work is performed.

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law Article 9 Sections 230-239. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility and rejection of bid. The selected contractor shall comply with the prevailing wage rates set forth in PRC# 2022900040 available online at <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1525739>. All invoices submitted must include supporting documentation that the selected contractor has complied with the prevailing wage rates for this Agreement.

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.

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Business Participation Opportunities for MWBEs

For purposes of this solicitation, the Department hereby establishes an overall goal of thirty (30) percent for MWBE participation, fifteen (15) percent for New York State-certified Minority-owned Business Enterprise (“MBE”) participation and fifteen (15) 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.

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. 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:

- A. 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.
- B. 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

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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 10th 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.

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. 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 in writing. 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 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 Carrie Lindemann at:

NYS Department of Agriculture and Markets
Fiscal Management

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10B Airline Drive
Albany, NY 12235
Or via email: procurement.info@agriculture.ny.gov

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

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

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.

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NOTE: Bidders are encouraged to file the Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <https://portal.osc.state.ny.us/wps/portal>.

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

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

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).

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 6 -- "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 determination of the responsibility of the offeror/bidder pursuant to these two statutes. Certain

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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:

Carrie Lindemann
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

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/Cost Proposal** (Signature Required - the form is included in the Submission Documents as **Attachment 1**)
- **Subcontracting Form** (the form is included in the Submission Documents as **Attachment 2**)
- **Mandatory Requirements Certification Form** (Signature Required - the form is included in the Submission Documents as **Attachment 3**)
- **Non-Collusive Bidding Certification** (Signature Required - the form is included in the Submission Documents as **Attachment 4**)
- **MacBride Certification** (Signature Required - the form is included in the Submission Documents as **Attachment 5**)
- **Offerer Disclosure of Prior Non-Responsibility Determinations (Procurement Lobby Law Forms)** (Signature Required - the form is included in the Submission Documents as **Attachment 6**)
- **Vendor Responsibility** (Signature Required - the form is included in the Submission Documents as **Attachment 7**)
- **Vendor Assurance No Conflict of Interest** (Signature Required – the form is included in the Submission Documents as **Attachment 8**)
- **Executive Order No. 177** (Signature Required – the form is included in the Submission Documents as **Attachment 9**)
- **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 10**)
- **Experience and References Form** (the form is included in the Submission Documents as **Attachment 11**)
- **MWBE/EEO Documents** (the forms are included in the Submission Documents as **Attachment 12**)

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"; 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 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:

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

Proof of Disability Benefits Coverage

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

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

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

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

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

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

Tax Law § 5-a requires contractors awarded State contracts for commodities or services valued at more than \$100,000 over the full term of the contract to certify to the New York State Department of Taxation and Finance (“DTF”) that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specific period of time. The registration requirement applies if the contractor made a cumulative total of more than \$300,000 in sales during the four completed sales tax quarters which immediately precede the sales tax quarter in which the certification is made. Sales tax quarters are June – August, September – November, December – February, and March – May. In addition, contractors must certify to DTF that each affiliate and subcontractor of such contractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also certify to the procuring State entity that they filed the certification with the DTF and that it is correct and complete.

The selected bidder must file a properly completed Form ST-220-CA (with OSC as the Contracting Agency within 48 hours of notification of selection for award) and Form ST-220-TD (with the DTF). These requirements must be met before a contract may take effect. Further information can be found at

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the New York State Department of Taxation and Finance's website, available through this link:
www.tax.ny.gov/pdf/publications/sales/pub223.pdf. Forms are available through these links:

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

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