

Art and Home Center Restaurant Q&A

1) Q. Who owns the equipment?

A. The equipment is owned by the current Licensee.

2) Q. Can you extend the agreement?

A. Yes, the agreement will expire on 1/5/17 with the option to renew for one sixty (60) month term.

3) Q. Will the rental fees, square footage and seating capacity be available?

A. Posted today, as part of the Qs and As, are 1) a diagram of the Art and Home Center showing the square footage of each room and its seating capacity, and 2) the current rental rates for facilities at the Fair, including rooms in the Art and Home Center.

4) Q. Do the rental fees include utilities?

A. For the Empire Room and Grill, there is a \$550.00 monthly fee (RFP, p. 4) for water, sewer, trash and grease removal. In addition, the selected Licensee shall be responsible for the cost of all electric and gas usage. The electric usage will be billed by the Department to the Licensee on a monthly basis at the same rate as billed to the Department. The Licensee shall be solely responsible for the cost of all gas utility connections, service charges and usage charges.

5) Q. Is there any other storage available?

A. Storage is limited to the loading dock behind the restaurant.

6) Q. Are the tables and chairs included?

A. No. The selected vendor shall be responsible for providing all equipment, utensils, tables, chairs, flatware, preparation and serving equipment, decorations and all that is necessary to operate the License.

- 7) Q.** Do you have the event schedule for the rest of 2011 and 2012?
- A.** The selected Licensee will be responsible for booking all events after 12/1/11 and may begin booking those events beginning on 9/1/11. Bookings that occur after 12/1/11 that were scheduled by the current Licensee would need to be reaffirmed by the selected Licensee.
- 8) Q.** Are there any restrictions from talking with the existing vendor?
- A.** No.
- 9) Q.** What equipment does the restaurant come with?
- A.** The Premises has an ANSUL fire suppression system. The selected vendor shall be responsible for providing all equipment, utensils, tables, chairs, flatware, preparation and serving equipment, decorating and all that is necessary to operate the License.
- 10) Q.** Is the current staff part of a union?
- A.** Yes.
- 11) Q.** Can we get the current rates being charged?
- A.** You can contact the current Licensee, Catering With A Flair, and ask them if they would be willing to provide this information.
- 12) Q.** It appears the current percentage being paid is 14%, were there other requirements?
- A.** The current License called for the Licensee to make investments in capital improvements, as well as to pay a percentage.

- 13) Q.** Who receives the revenue from the rental of other rooms in the Art & Home Building?
- A.** The selected Licensee will pay the rental fees directly to the Department.
- 14) Q.** Are the utilities included in the rental rates for the other rooms?
- A.** Yes, the rental rates include trash and utilities.
- 15) Q.** If the selected vendor provides pricing as part of the RFP, can the prices be changed during the License?
- A.** Yes, however the selected vendor must ensure that the Department is provided current pricing for each event.
- 16) Q.** Any restrictions on use for the outside area?
- A.** The outside area is intended to provide seating for the bar and restaurant.
- 17) Q.** Can changes be made to the building?
- A.** The Department will be responsible for making all modifications/improvements to the building. The Department will work with the selected Licensee with regard to the improvements proposed to be made.
- 18) Q.** The RFP states that the Empire Room can be used as a year-round restaurant, is this true?
- A.** Yes. The Department did not want to restrict use of the facility to only special events.
- 19) Q.** Can the restaurant be used for catering an event not on the Fairgrounds?
- A.** Yes, however the license fee must still be paid for each such event.
- 20) Q.** In reviewing the RFP, under permits and licenses it reads, "At the time of submission of its proposal, a Licensee shall currently hold such license(s) as may be

required to sell beer, wine and liquor." If the catering company I work for does not have our liquor license, are we still eligible to enter a bid knowing we would obtain it if we are selected?

A. No.

21) Q. Bob Haggerty mentioned that the pictures of the capital renovation to the bar area would be posted to the Funding Opportunities section of your website. I can't seem to locate them. Can you help me find them?

A. Posted today, with the Qs and As. These are artist's renderings, and as such are conceptual drawings only.

22) Q. When will the capital project start on the bar area?

A. This is to be determined, in consultation with the successful Licensee. It is in the Fair's interest, as well as the Licensee's, to perform construction at times that will not interfere with peak catering / restaurant periods.

23) Q. During construction are we safe to assume that no fees to the State will need to be paid during this construction period? Also, no utilities will be paid during construction?

A. Construction scheduling will be developed in conjunction with the successful Licensee in a fashion that will minimize business interruption. If the Licensee is unable to operate, percentage fees will not apply, and utility and maintenance fees due to the State may be waived, at the discretion of the Department.

24) Q. Will the successful bidder be able to market the Empire Room & Grill from September 1st on for events to be booked after December 1st, 2011? By this I mean will the successful bidder have access to show the Empire Room & Grill to potential interested parties?

A. Yes