

New York State Department of Agriculture and Markets

REQUEST FOR PROPOSALS

EMPIRE EXPO CENTER

ART AND HOME CENTER
CATERING AND RESTAURANT

This Request for Proposals (RFP) is issued by the New York State Department of Agriculture and Markets (Department) soliciting proposals to provide event booking and catering and operate a restaurant at the Art and Home Center at the Empire Expo Center, home of the New York State Fair, in Syracuse (Town of Geddes, Onondaga County) New York.

Proposals must be received in hand by the Department no later than 3:00 pm local time on August 18, 2011. Proposals shall be addressed to:

Lucy Roberson, Director
Fiscal Management
New York State Department of
Agriculture and Markets
10B Airline Drive
Albany, New York 12235

Submit an original and three (3) copies of your proposal in a sealed envelope or package. Mark "Art and Home Center Catering and Restaurant" on your proposal. Proposals may not be submitted electronically or by fax. Your proposal will be in three parts. Part 1 will be your technical component, Part 2 will be your background component and Part 3 will be the License Fee you offer.

Inquiries about this RFP shall be directed to Emma Graham, in writing at the above address, or via email to emma.graham@agmkt.state.ny.us and received no later than August 5, 2011. No telephone inquiries will be accepted. All questions and answers will be posted on the Department's website, www.agmkt.state.ny.us in the "Funding Opportunities" section. Answers will be posted as quickly as possible, but no later than August 9, 2011. The questions and answers, when posted, are part of this RFP.

Addenda to the Request for Proposals

If it becomes necessary to revise any portion of the RFP, the revision will be posted on the Department's website, www.agmkt.state.ny.us under "Funding Opportunities". All proposers are responsible for keeping informed of any revisions to this RFP.

Introduction

The Empire Expo Center, in Syracuse, New York, is a 375 acre site which is home to the

annual New York State Fair, a twelve day event ending on Labor Day each year. The State Fair draws 900,000 – 1,000,000 persons.

The Empire Expo Center also hosts many other events year round, drawing approximately 500,000 to 750,000 persons in total. The Art and Home Center hosts and caters events, meetings, weddings and parties and provides varying levels of food service to the public during events at the Empire Expo Center and during the New York State Fair.

While not presently operated as a restaurant, the Department will permit and encourage use of the Premises (described below) as a restaurant.

For informational purposes only, attached are a summary of revenue paid to the Fair from July 2008 through and including May 2011, and a list of events held in 2010 with amounts earned by the caterer prior to applying the Fair's percentage.

Schedule

The Department reserves the right to change any of the below scheduled event dates. Any changes will be posted on the Department's website, www.agmkt.state.ny.us under "Funding Opportunities". Proposers are responsible for keeping informed of any changes in the schedule.

Event Dates

RFP Issued – July 15, 2011
Mandatory Meeting and Tour – July 26, 2011
Last Date for Inquiries – August 5, 2011
Responses to Inquiries Posted – August 8, 2011
Proposals Due – August 18, 2011

Mandatory Meeting and Tour of Facilities

All prospective proposers must attend a meeting at the Empire Expo Center on July 26, 2011 at 10:00 am. A tour of the premises is mandatory for all prospective proposers and will be given at the conclusion of the meeting. Proposals will not be accepted from proposers who do not attend the meeting and tour the current facilities. Please call Diane Bruhns at (518) 457-2080 or email her at diane.bruhns@agmkt.state.ny.us to advise if you plan to attend the mandatory meeting and tour of the location.

Objective

The objective of this RFP is to retain a Licensee to book and cater events and operate a restaurant at the Art and Home Center.

Scope of License

During the Term of the License, the Licensee shall be the sole provider of food service in the Empire Room located in the Art and Home Center. Food service shall include (i) booking and catering events throughout the year, (ii) the provision of food service during the annual New York State Fair, (iii) the provision of food service at the request of the event sponsor during events held at the New York State Fairgrounds and (iv) operation of a restaurant on the Premises, at the option of the selected proposer. The Premises shall consist of that portion of

the Art and Home Center currently identified as the "Empire Room." Catering, restaurant and food and beverage service operation shall include the sale of food, beverages and alcoholic beverages. Changes to the food and beverage menus and prices must be pre-approved by the Department.

Operation

Food service shall be provided every day during the annual New York State Fair opening not later than 11:00 am and providing lunch and dinner. At other times, food service shall be provided for the events held at the Art and Home Center set forth in the list attached to this RFP and during other events as may be agreed upon by the Department and the Licensee. The hours of operation shall be coordinated with the Department and event promoters.

Catering shall be provided for all events booked by the Licensee at dates and times determined by the Licensee.

Operation of a restaurant on the Premises, or any portion of the Premises, shall be within and at the sole discretion of the Licensee and subject to the approval of the Department.

Term

The Term of the License will begin on September 1, 2011 and will end on January 5, 2017. The License may be renewed for one Term of sixty (60) months. Commencing on September 1, 2011, the Licensee shall accept bookings and reservations for events to be held on and after December 1, 2011.

Premises

The Premise is the Empire Room located in the Art and Home Center. The Premises occupy 6,000 square feet. Current seating capacity is approximately 350 persons. There is an attached storage/cooler area of 96 square feet (8' x 12'). The Premises have an ANSUL fire suppression system and all equipment installed by the Licensee must be within the fire suppression system's coverage. The Premises are heated and restroom facilities are available.

The Licensee 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.

Operation and Maintenance

The Licensee shall operate the Premises in compliance with the New York State Sanitary Code, as administered and enforced by the Onondaga County Health Department.

The Department reserves the right to retain the services of an independent sanitation consultant to insure safe and sanitary operation of the Premises.

The Licensee shall operate the Premises through its employees. The Licensee's employees shall wear uniforms, which include the name of the Premises, at all times. The uniforms may not include "T-shirts". The Licensee shall be responsible for the cost of employee admissions and parking during the annual New York State Fair.

The Licensee shall be solely responsible for the cost of all gas utility connections,

service charges and usage charges.

The Licensee shall be responsible for the cost of all electric usage charges. This usage will be billed by the Department on a monthly basis and at the same rate as billed to the Department for the usage.

The Department shall provide water, sewer, trash and grease removal. The Licensee shall pay a fee of \$550.00, payable the 1st of each month, to cover the cost. The fee shall be adjusted on the first day of each Term, upon thirty (30) days prior notice to the Licensee, to reflect the Department's cost of providing the listed services.

The Department shall provide for maintenance and repair of the Premises and the Licensee shall pay a monthly fee of \$250.00, payable on the 1st of each month, to cover the cost.

For all sales made to individuals attending an event (e.g. bar) the Licensee shall use only registers which separately record the exact amount of each sale, applicable sales tax and identify each item sold and are able to provide a printed summary of sales.

Payment shall be made to the Department within five (5) business days from the close of the month with the exception of August, when payment shall be due the 15th of September. A copy of all documentation relating to each catered event, together with cash register tapes for any sales made for cash, must be provided with payment. A penalty of 10% of the amount of the payment will be imposed on any late payments. Revenue accountability shall conform to the procedures established by the Department's Division of the State Fair, which will be provided at the mandatory meeting.

Permits and Licenses

The Licensee shall, at its sole cost and expense, identify and obtain all necessary licenses, permits and permissions necessary to operate the Premises, including permits authorizing the sale of alcoholic beverages, which sale shall include beer, wine and liquor.

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.

License Fee

The license fee shall consist of (i) a fee based on a percentage of gross receipts from the sale of food and non-alcoholic beverages, which shall not be less than twenty percent (20%) of gross receipts, (ii) a license fee based on a percentage of gross receipts from the sale of beer and liquor, which fee shall not be less than twenty five percent (25%) of gross receipts and a per bottle fee of three dollars (\$3.00) per 750 ml and five dollars (\$5.00) per 1.5 liter bottle on the sale of wine.

Gross receipts shall be the total amount of money, excluding any taxes imposed by any taxing authority, received, or realized by, or accruing to, the Licensee from the sales, for cash or credit, of food, beverages and alcoholic beverages made pursuant to the rights granted under the License. Alcoholic beverages shall include all beverages subject to the Alcoholic Beverage Control Law of the State of New York.

Transfer of Interest Prohibited

The Department will select the Licensee, in part, upon the Licensee's particular and personal experience and ability to provide the services sought under this Request for Proposals.

The License awarded from this Request 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 Request may be terminated by the Department without liability. No change in ownership or principals of any Licensee shall be made or become effective unless the Department is notified, in writing, of the change not less than ninety (90) days before the proposed change and approves such proposed change in writing.

Sublicensing is not permitted.

Insurance - Liability and Workers Compensation

The Licensee shall obtain and maintain, at its sole cost and expense during the Term of the License, comprehensive general liability insurance including coverage for premises - operations liability; liability for acts of independent contractors and others; products - completed operations liability; blanket contractual liability; liability for the operation of owned, non-owned and hired motor vehicles; coverage against liability arising from explosion, collapse and underground casualty; and liquor liability insurance. Such comprehensive general liability insurance shall have a combined single limit of not less than two million dollars (\$2,000,000.00) per occurrence. The Department shall be named as an additional insured on all policies of insurance provided and maintained by the Licensee.

The Licensee shall obtain and maintain workers compensation and disability insurance coverage covering all persons working for the Licensee, or on its behalf, as required by law.

Use of New York State Fair Name and Logo

The Licensee may, with the prior permission of the Department, use the term "*New York State Fair*," the New York State Fair logo and the term "*Empire Expo Center*" in connection with Licensee's operation of the License. Such permission will not be unreasonably withheld and, when given, shall not be deemed blanket permission for the use of the names and logo. The Licensee shall make a prior written request to the Department for such permission not later than fourteen (14) days prior to such intended use, or within such time as is necessary for the Licensee to arrange for production and distribution of commercial and advertising materials.

Termination of License

The License agreement arising from this Request for Proposals will include a provision allowing the Department to terminate the License for cause, or convenience, prior to expiration of the Term.

New York Law

The laws of the State of New York shall apply to the License and to all claims, actions and other proceedings arising out of the operation of the License.

Approvals

The License agreement shall be effective only upon the approval of the Attorney General of the State of New York and the Comptroller of the State of New York.

NYS Standard Vendor Responsibility Questionnaire

Each proposer shall fully and accurately complete the Vendor Responsibility Questionnaire, (hereinafter the "Questionnaire"). The proposer acknowledges that the Department's execution of the Contract will be contingent upon the Department's determination that the proposer is responsible, and that the Department will be relying upon the proposer's responses to the Questionnaire in making that determination. If it is found by the Department that the bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, 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: Proposers are invited 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>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email athelpdesk@osc.state.ny.us.

Labor Peace Agreement

As a condition of receiving this contract for the provision of catering services at the Empire Room, and to protect the New York State Department of Agriculture and Markets' financial interest in 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 Agreement.

Proposal Contents

Submit your proposal in one envelope or package, marked with your name and the words "**Art and Home Center Catering and Restaurant Proposal.**" Inside, place your proposal which must be submitted in three (3) separate parts. Each part must have the name of the proposer on the outside of the envelope or package.

1. TECHNICAL COMPONENT

On the first inner envelope put your name and write the words “**Technical Component**” on the outside and place in the envelope:

- a. A proposed menu, including portion or serving sizes, with prices for lunch and dinner food service, and a proposed menu for catered events.
- b. A description of the method or methods of revenue accountability which will be used in the operation of this License.
- c. A complete list of the equipment to be used on the Premises. All equipment must comply with *NFPA 96: Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations (2011)* which may be obtained from the National Fire Protection Association, 11 Tracy Drive, Avon, MA 02322 or online at www.nfpa.org.
- d. A layout of the proposed restaurant, including equipment, serving area and dining area.
- e. Three (3) verifiable references, one of which must be the proposer’s principal banking organization and one of which must be the proposer’s principal food supplier, together with the name, address and telephone number of a contact person at each reference and written authorization allowing the references to provide information to the Department.

2. EXPERIENCE COMPONENT

In the second envelope place a detailed written statement of the proposer’s experience and operating policies including:

- a. Corporate/company history, background, structure, ownership and management;
- b. Background and experience of management and operating personnel;
- c. The name, address and telephone number and a written description of each location, including identification of the building owner and/or manager, and photographs of the exterior and interior of food service operations similar to that which is proposed and in which the proposer has an interest.
- d. Personnel policy, including alcohol/drugs and employee assistance; and dress, conduct and appearance policy/guidelines;
- e. Policies concerning employee qualification and training; and
- f. Customer complaint policy and policy on people with special needs.

3. FEE COMPONENT

On the third inner envelope put your name and write the words “**License Fee**” on the outside and place the “License Fee” portion of your proposal inside.

For each of the years within the Term of the License, state the annual license fee to be paid to the Department expressed as a percentage of gross receipts, which shall not be less than twenty percent (20%), received from (i) the sales of food and non-alcoholic beverages, including water, and (ii) expressed as a percentage of gross receipts received from the sales of beer and liquor, which shall be not less than twenty-five percent (25%) of gross receipts. The license fee shall be based upon gross receipts, after the deduction of sales tax only.

Use the “License Fee” form attached to this RFP. Do not make any changes to it.

Selection Process

The successful proposer will be selected based upon an evaluation of each proposer's technical proposal by a selection committee composed of Department officers and employees and the evaluation of each proposer's license fee by the Department's Division of Fiscal Management. The points awarded in the technical evaluation and license fee evaluation will be combined to determine the ranking of proposals. Proposals will be rated as follows:

Technical Component

The technical component of your proposal shall be worth thirty (30) points and will be rated as follows:

- a. Your proposed menu, including portion or serving sizes, and prices for lunch and dinner food service and a proposed menu for catered events. (6 points)
- b. The description of the method or methods of revenue accountability which will be used in the operation of this License. (6 points)
- c. The complete list of the equipment to be used on the Premises. All equipment must comply with *NFPA 96: Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations (2011)* which may be obtained from the National Fire Protection Association, 11 Tracy Drive, Avon, MA 02322 or online at www.nfpa.org. (6 points)
- d. The layout of the proposed restaurant, including equipment, serving area and dining area. (6 points)
- e. Three (3) verifiable references, one of which must be the proposer's principal banking organization and one of which must be the proposer's principal food supplier, together with the name, address and telephone number of a contact person at each reference and written authorization allowing the references to provide information to the Department. (6 points)

Experience Component

The experience component of your proposal is worth thirty (30) points and will be rated as follows:

- a. Corporate/company history, background, structure, ownership and management. (5 points)
- b. Background and experience of management and operating personnel. (5 points)
- c. The name, address and telephone number and a written description of each location, including identification of the building owner and/or manager, and photographs of the exterior and interior of food service operations similar to that which is proposed and in which the proposer has an interest. (5 points)
- d. Personnel policy, including alcohol/drugs and employee assistance; and dress, conduct and appearance policy/guidelines. (5 points)
- e. Policies concerning employee qualification and training. (5 points)
- f. Customer complaint policy and policy on people with special needs. (5 points)

License Fee

You must use the attached "License Fee" form. Do not make any changes to it.

The two-part license fee (See, *Proposal Contents*, above) is worth 40 points total, 20 points for each part. The proposer offering the highest license fee in each part will receive 20 points. The remaining proposers will be awarded points as follows: fee being evaluated/highest fee = % x 20 points = points awarded.

The points awarded for each part of the fee will be combined resulting in the total license fee points awarded for each proposer.

Department Reservation

The Department reserves the right to:

- reject any or all proposals received with respect to this RFP;
- decline to award a contract from this RFP;
- require clarification from any Proposer to assure a full understanding of the responsiveness to the requirements of the RFP;
- waive or modify minor irregularities in proposals received;
- request from a Proposer additional information deemed necessary to more fully evaluate its proposal. Proposer's will have three (3) business days to respond to the request or may be disqualified;
- amend this RFP after its release, with appropriate notice posted on the Department's website; and
- negotiate with any or all proposers within the proposal requirements, in the best interest of New York State.

Notification of Award – Debriefing – Protest

Each proposer will be advised when the award is made.

A proposer may request a debriefing, provided for by Section 163, subd. 9(c) of the State Finance Law, by contacting Emma Graham at emma.graham@agmkt.state.ny.us within five business days from receipt of notification of award.

An unsuccessful proposer may 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.

Restrictions on Communications with Department of Agriculture and Markets and Division of the State Fair Staff

Proposers shall make no unsolicited contact with any Department or Division personnel regarding this RFP, except that proposers may contact Emma Graham in writing or by email at emma.graham@agmkt.state.ny.us.

Cost Liability

The State of New York and the Department assume no responsibility or liability for costs incurred by the proposers in preparing and submitting their proposals in response to this RFP.

Acceptance of Proposal Content

The selected proposer's proposal, this RFP and any addenda, if issued, will become part

of the contract awarded.

Assignment

The selected proposer may not convey, assign or otherwise dispose of the contract, or the proposer's right, title, or interest in the contract, or its power to execute the contract, to any other person, company, corporation, or entity without the prior written consent and written approval of the Department.

Accounting Records

The selected proposer shall maintain all financial and accounting records and other documents relating to the contract in accordance with generally accepted accounting principles and all such records shall be made available, upon request, to the Department and the Comptroller of the State of New York, at all reasonable times during the contract period and the period of any extension and for six (6) years from the expiration date of the contract.

Freedom of Information

The selected proposer's proposal and any contract resulting from this RFP is subject to the provisions of New York's Freedom of Information Law, Public Officers Law, Article 6. The selected proposer's financial and proprietary business information will be received and accepted as confidential information and not subject to disclosure.

Standard Contract Provisions

The Standard Contract Provisions which are attached to this RFP will be part of the contract.

Please read and execute them where required, and return the Standard Provisions with your proposal.

Minority and Women Owned Businesses Equal Employment Opportunities and Goals

See Clause 12, Equal Employment Opportunities for Minorities and Women, in Appendix A. For this contract the Department established the following goals:

- Minority business enterprises 1%
- Women owned business enterprises 1%

July 15, 2011

New York State
Department of Agriculture and Markets

ART AND HOME CENTER CATERING AND RESTAURANT
EMPIRE EXPO CENTER

New York State Department of Agriculture and Markets

LICENSE FEE

PERCENTAGE OF GROSS RECEIPTS

License Period	Food, Non-Alcoholic Beverages and Water	Beer and Liquor
Award-1/6/12		
1/7/12-1/6/13		
1/7/13-1/6/14		
1/7/14-1/6/15		
1/7/15-1/6/16		

Proposer Name

Signature of Proposer Authorized Representative and Title

Print Name and Title of Representative Signing Above

Date