

# REQUEST FOR PROPOSALS

## EMPIRE EXPO CENTER

### CENTER OF PROGRESS BUILDING RESTAURANT

New York State Department of Agriculture and Markets

This Request for Proposals (RFP) is issued by the New York State Department of Agriculture and Markets (Department) to invite qualified proposers to submit a proposal to operate a restaurant (Restaurant) located in the Center of Progress Building 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 July 1, 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 "Center of Progress Building Restaurant" on your proposal. Proposals may not be submitted electronically or by fax. Your proposal will be in two parts. Part I, your technical proposal, will consist of your background, experience, references, menu and prices, and other information about you. Part II 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](mailto:emma.graham@agmkt.state.ny.us) and received no later than June 22, 2011. No telephone inquiries will be accepted. All questions and answers will be posted on the Department's website, [www.agmkt.state.ny.us](http://www.agmkt.state.ny.us) in the "Funding Opportunities" section. Answers will be posted as quickly as possible, but no later than June, 24, 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](http://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 Center of Progress Building Restaurant provides varying levels of food service to the public during events at the Empire Expo Center. A list of those events is attached to this RFP and shows the amount paid to the Department under the prior License.

## **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](http://www.agmkt.state.ny.us) under "Funding Opportunities". Proposers are responsible for keeping informed of any changes in the schedule.

### Event Dates

RFP Issued – June 9, 2011  
Mandatory Meeting and Tour – June 20, 2011  
Last Date for Inquiries – June 22, 2011  
Responses to Inquiries Posted – June 24, 2011  
Proposals Due – July 1, 2011

## **Mandatory Meeting and Tour of Facilities**

All prospective proposers must attend a meeting at the Empire Expo Center on June 20, 2011 at 10:00 am. A tour of the premises is mandatory for all 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](mailto: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 operate a restaurant (Restaurant) located in the Center of Progress Building.

## **Scope of License**

During the Term of the License, the Licensee shall be the sole operator of the Restaurant during all events held at the Center of Progress Building. The Licensee shall operate the Restaurant during the annual New York State Fair, during the events held in the Center of Progress Building set forth in the list attached to this RFP, and during other events as may be agreed upon by the Department and the Licensee. Restaurant and food and beverage

service operation shall include the sale of food, beverages and alcoholic beverages limited to the sale of beer and wine, in the Restaurant and in the Center of Progress Building from mobile food and beverage stations provided by the Licensee and, within the sole discretion of the Department, from a temporary location in or adjacent to Chevy Court during the annual New York State Fair and at other times. The food and beverage menus and prices must be pre-approved by the Department. The sale of novelties and souvenirs will be subject to the "Novelties and Souvenirs" provision, below.

## **Operation**

The Restaurant shall operate every day during the annual New York State Fair opening not later than 10:00 am and providing breakfast, lunch and dinner. At other times, the Restaurant shall open for the events held at the Center of Progress Building 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.

For your information, attached is a list of events held at the Center of Progress Building and the amounts paid by the previous Licensee to the Department in 2009-2010, 2008-2009 and 2007-2008. Also attached is a schedule showing payment to the Department for sales made at the Restaurant during the annual New York State Fair in each of those years.

## **Term**

The Term of the License will begin on the date of award and will end on June 30, 2014.

## **Premises**

The Restaurant is located in the Center of Progress Building and is owned by the Department. The Restaurant occupies most of the southwest wing of the Center of Progress Building. It has approximately 6,100 square feet on two floors. The main floor is approximately 3,850 square feet, with 3,150 square feet available for seating and 700 square feet of kitchen and prep area. The second floor, which is accessible by way of two staircases in the Restaurant, is approximately 2,500 square feet and consists of dining space (approximately 2,250 square feet). Current seating capacity is over 300 persons when utilizing both floors. In addition, there is an attached storage/cooler area of approximately 400 square feet. The Restaurant has an 8'x24' ANSUL R102 Fire Suppression System and all equipment installed by the Licensee must be within the fire suppression system's coverage. The Restaurant is heated and restroom facilities are available.

The selected proposer may, in the Department's sole discretion, be permitted to operate a second location under the License at or near Chevy Court, selling only beverages, non-alcoholic and alcoholic, for specific hours during the annual State Fair and during other events held at or utilizing Chevy Court.

Municipal water, sewer, natural gas and electric services are made available to the Restaurant by the Department. The Licensee shall be responsible for the cost of all services.

## **Operation and Maintenance**

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

The Licensee shall operate the Restaurant through its employees. The Licensee's employees shall wear uniforms, which include the name of the Restaurant, 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 metered by a check meter and will be read and 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 1<sup>st</sup> of each month, to cover the cost.

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

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 food and beverage sales and alcoholic beverage sales.

Payment shall be made to the Department within three (3) business days from the close of the event. Cash register receipts must be provided with payment. A penalty of 10% of the amount of the payment will be imposed on any late payments.

A current menu (including prices, sizes) must be provided to the Department prior to each event.

## **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 Restaurant, including permits authorizing the sale of alcoholic beverages, which sale shall include beer, wine and liquor.

## **Novelties and Souvenirs**

Novelties and souvenirs may not be sold by the Licensee except as may be permitted in the sole discretion of the Department. Such sales, if permitted, shall be made only upon such terms and conditions as determined by the Department.

## **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, (ii) a license fee based on a percentage of gross receipts from the sale of beer, 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](http://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](mailto:athelpdesk@osc.state.ny.us).

## Proposal Contents

Submit your proposal in one envelope or package, marked with your name and the words "Center of Progress Restaurant Proposal". Inside, place your proposal which must be submitted in two (2) separate parts. Each part must have the name of the proposer on the outside of the envelope or package.

1. On the first inner envelope put your name and write the words "**Technical Proposal**" on the outside and place in the envelope:
  - a. A proposed menu and prices for breakfast, lunch and dinner service.
  - b. A description of the method or methods of revenue accountability which you will

use in the operation of this License.

- c. A complete list of the equipment to be used in the restaurant. 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](http://www.nfpa.org).
  - d. A layout of the proposed restaurant, including equipment, serving area and dining area.
  - e. 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 you propose in which you have interest. If you currently provide food service for the benefit of a governmental entity, you must provide a copy of the current agreement between you and the governmental entity.
  - f. Three (3) verifiable references, one of which must be your principal banking organization and one of which must be your principal food supplier, together with the name, address and telephone number of a contact person at each reference and your written authorization allowing your references to provide information about you to the Department.
  - g. A detailed written statement of your:
    1. corporate/company history, background, structure, ownership and management;
    2. background and experience of management and operating personnel;
    3. personnel policy, including alcohol/drugs and employee assistance; and dress, conduct and appearance policy/guidelines;
    4. customer complaint policy;
    5. policies concerning employee qualification and training;
    6. policy on people with special needs.
2. On the second 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 three, (3) license periods, the first from award to December 31, 2011; the second from January 1, 2012 to December 31, 2012 and the third from January 1, 2013 to December 31, 2013, during the Term of the proposed License, state the annual license fee to be paid to the Department expressed as a percentage of gross receipts 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, which shall be not less than 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 Proposal**

Your technical proposal shall consist of:

A. Your proposed menus, which shall include prices and portion or serving sizes will be evaluated based upon its value (10 points) and variety (10 points). 20 points total.

B. Your company history, background, structure, ownership and management (8 points); your principal owners/managers background, qualification and experience (8 points); your company policies addressing personnel, customer relations and customers with special needs (8 points) your prior experience in operations similar to that which you propose (8 points) and your references (8 points). 40 points total.

## **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](mailto: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, 11<sup>th</sup> 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](mailto: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%

June 9, 2012

New York State  
Department of Agriculture and Markets

CENTER OF PROGRESS BUILDING 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
Award-12/31/11		
1/1/12-12/31/12		
1/1/13-12/31/13		

\_\_\_\_\_  
Proposer Name

\_\_\_\_\_  
Signature of Proposer Authorized Representative and Title

\_\_\_\_\_  
Print Name and Title of Representative Signing Above

\_\_\_\_\_  
Date