

State Fair

Restaurant RFP Question and Answers May 18, 2009

Attendees:

Department of Agriculture & Markets, State Fair:

Bob Haggerty	1 st Deputy Commissioner
Jeff Damon	Director of Finance
Geneanne Keegan-Smith	Concessions and Exhibits Manager
Barb Godfrey	Special Assistant
John Sauro	Special Assistant

Vendors:

Fairtime Vendors:

Patricia Czerniak	Midway Restaurant
Graziano Zazzara	Villa Pizza Fritte Restaurant
David Pizio	P-Z-O Restaurant
Mike Ghabarou	LaCuisine Salad and Smoothie's International Steaks
Richard Rodriguez	LaCuisine
Jack Gooley	Buckets Restaurant

Non-fairtime Vendors:

Mark Bobbett	Grandstand Sales
Pat Gorman	Grandstand Sales
William Jackson	Infield Restaurant and Empire Room

New Vendors:

John Sidorakis	American Food and Vending
Oscar M. Perez	American Food and Vending
Chuck Capousis	Sotiris Taverna
Bill Wilson	Levy
Stan Kolonko	S & B Catering
Mark Kinney	Kinney Bakery
John Paul Giamartino	Tully's Good Time
Dennis Yost	Danini's
Joe Salia	Fish Cove

Geneanne Keegan-Smith opens the pre-bid conference.

1. **Question:** The operation of Location B, the Infield Restaurant requires "opening not later than 10:00am" and "provide breakfast." Due to the fact that breakfast in this location is only applicable for certain events and historically there has been no demand for breakfast during the Fair, is this requirement negotiable?

Answer: As stated in the RFP, "the restaurant shall be fully operational prior to opening day of the annual New York State Fair, opening not later than 10:00am and closing not earlier than 10:00 pm each day of the New York State Fair and provide breakfast, lunch and dinner, maximizing the use of foods and beverages grown, produced or processed in New York State." The RFP becomes part of the contract between the Licensee and the Department (of Agriculture and Markets/New York State Fair) and as such, all terms in the RFP must be adhered to by the Licensee.

2. **Question:** Regarding the contract term for Location B, the Infield Restaurant, should this be read as a one year contract with an option to renew for two years, thus a total of three years maximum, or is it a one year contract with a one year renewal for a total of two years?

Answer: The term of the contract for the Infield Restaurant is for one year with an option to renew for up to 24 additional months for a total of three years.

3. **Question: Operation and Maintenance** – The requirement for all employees to wear uniforms not including t-shirts will bring a large added cost to the business, in particular during the twelve days of the Fair. In addition, the cooks working behind the grill would be uncomfortable in anything other than a t-shirt due to the extreme heat during this time. Is this negotiable?

Answer: As stated in the RFP, "Each Licensee's employees shall wear uniforms, which include the name of the restaurant at all time." By "uniform" we mean that employees who interface with customers should wear a polo shirt with an embroidered logo, rather than a t-shirt with an iron-on logo. What your employees wear below the waist is your choice. Kitchen staff may wear t-shirts. It is the desire of the New York State Fair that all vendors maintain a presentable appearance.

4. **Question: Books and Records** – The requirement for an audited financial statement by a certified public accountant will cost the business approximately \$7,500 to \$9,000, a very large expense for the size of the operation. Wouldn't the annual tax return for the business be sufficient?

Answer: As stated in the RFP, "each Licensee shall provide to the Department an audited statement of its operations under its License of the preceding year, completed by a certified public accountant." No, the annual tax return for the business would not be sufficient.

5. **Question: Security** - In the past, but not listed on the Grandstand RFP - was a security helping with crowd control, emergency issues, alcohol, license checks, age and inebriation control. The members of the Grandstand Sales, Inc. are certified and registered with New York State. Will this be a requirement or will the New York State Fair replace the New York State registered security staff the existing operator?

Answer: The New York State Fair provides security in the Grandstand area. If the Licensee wishes to have additional security within their vending locations, they are free to add these at their own cost but they can in no way impede or conflict with the security provided by the Fair. License checks to assure that patrons are of the proper age for alcohol consumption are the responsibility of the Licensee as part of their liquor license.

6. **Question: Parking** - Parking for the seven shows during the 2009 New York State Fair. The gate opening time on average is 6:00 PM - 6:30 PM (usually 6:30 PM before open); the employees well into the Fair day. There has been a designated parking area (approx 40). Will that continue in 2009 and after? Also, what will the cost per parking pass be?

Answer: The designated parking (approx 40 spots) will be available to the awarded Licensee. The cost for each of the parking spots in that designated area will be at the current concessionaire prices for 12-day parking which is currently \$100/spot.

7. **Question: Books & Records** – The RFP states that a CPA audit will be required, in addition to daily supervision by the New York State Fair's experienced authorized staff. Invoices, warehouse

inventory, daily sales reports, register tapes, fair-controlled exclusive cups, purchases will be monitored. Can this requirement be changed from certified audit to a reviewed audit?

Answer: As stated in the RFP, "each Licensee shall provide to the Department an audited statement of its operations under its License of the preceding year, completed by a certified public accountant."

8. **Question: Termination Department** – Regarding the clause giving the Fair the ability to terminate for convenience, what is the criteria for termination, after the licensed group has made a very large capital investment in equipment? This should be more explicit and a time to cure.

Answer: The termination for convenience clause provides a way to terminate the license and reimburse the Licensee for the un-depreciated value of the Licensee's capital improvements, renovations and equipment. There are no criteria which determine whether or not the clause will be used and since its use is for the Licensor's convenience. There is no 'cure' period.

9. **Question:** What is the contact information for the existing concessionaires and their length of time at the Fairgrounds?

Answer: All concessionaires have in excess of 25 years at the New York State Fairgrounds.

Horticulture Building & Toyota Exhibit Center – Kevin Jankiewicz, Event Services, PO Box 587, Solvay, NY 13209, Cell Phone 380-1083

Grandstand – Gary Bobbett, Grandstand Sales, PO Box 11727, Syracuse, NY 13218, Cell Phone 374-5344, Work Phone 478-5761

Infield Restaurant – William Jackson, 107 West Granger Road, Syracuse, NY 13219, Cell Phone 488-5757/345-1001

10. **Question:** What are the current percentages for the restaurants?

Answer:

Horticulture - Event Services	Non-Fairtime	30% Food 30% Beer
	Fairtime	30% Food 25% Beer
Grandstand Sales	Non-Fairtime	30% Food & Non Alcohol 30% Beer 12% Catering
	Fairtime	25% Food & Non Alcohol 25% Beer 12% Catering
Infield Restaurant	Non-Fair/Fair	20% Food 25% Beer 20% Liquor

11. **Question:** What equipment is included in each of the locations?

Answer: No equipment is included with the locations. It will be the responsibility of the Licensee to obtain the necessary equipment. The awarded Licensee may contact the current owner with regards to purchasing the existing equipment from them.

12. **Question:** Are the current Licensees of these locations in attendance at this mandatory meeting?

Answer: The current Licensees of the Grandstand and Infield Restaurant are present today.

13. **Question:** Can you provide the previous sales for each of the locations?

Answer: Attached is a breakdown by location and by Fair and Non-Fair for the last fiscal year (4/1/08-3/31/09).

14. **Question:** What improvements are you looking to have made in the Horticulture Restaurant?

Answer: Improvements inside the building for food services are to be made by the Licensee and should be described as part of the proposal. The New York State Fair will be providing a new awning in the outside of the restaurant in the colors of green and white (which will be consistent with other awnings located in the building).

15. **Question:** Are you required to serve beer in the Horticulture Restaurant?

Answer: Yes. In addition only New York State products can be served in the Horticulture Restaurant. During Fairtime, the restaurant must serve only foods and beverages grown, produced or processed within New York State. During other times of the year, the Licensee may, with the prior written approval of the Director of the New York State Fair, which approval shall not be unreasonably withheld, serve foods grown, produced or processed outside New York State.

16. **Question:** Approximately how many non-Fair events are held in the Horticulture Restaurant?

Answer: Approximately 20 events per season are held in this location.

17. **Question:** Approximately how many non-Fair events are held on the New York State Fairgrounds?

Answer: A list of events held for the period 4/1/08 through 3/31/09 is attached. For a list of current events the Fair's website should be checked at www.nysfair.org.

18. **Question:** Could you serve beer at the snack location in the Horticulture Restaurant?

Answer: With the proper permits, yes, beer could be served at the additional location.

19. **Question:** Is the room adjacent to the snack location part of the space included with this RFP?

Answer: No.

20. **Question:** Are there currently any sponsorships with regards to the Horticulture Restaurant?

Answer: No.

21. **Question:** Are floor plans of the locations available?

Answer: Floor plans have been attached.

22. **Question:** When is a decision to be made regarding the award?

Answer: As stated in the RFP, proposals will be reviewed and a decision made within 30 days of the May 27, 2009, proposal due date.

23. **Question:** What other events are held where the Grandstand is utilized?

Answer: For 2009 – Monster Truck Show, Syracuse Nationals, Dirt Week. It is a requirement placed in contracts that the Licensee open for all events held at the Grandstand.

24. **Question:** What is the term of the new RFP for the Grandstand?

Answer: The term of the initial award for the Grandstand is one year with the New York State Fair having the right to renew for up to 36 additional months for a total of four years.

25. **Question:** Can you have other concession sale locations other than the buildings located in the Grandstand?

Answer: Yes with approval from the New York State Fair.

26. **Question:** Are there any restrictions regarding Coke or Pepsi products?
Answer: No, either product can be sold.
27. **Question:** Are there any restrictions with the use of cups?
Answer: For Fairtime only, all beer cups must be purchased from the New York State Fair.
28. **Question:** Can you serve wine at the Grandstand?
Answer: With the proper permits wine could be sold. The wine must be New York State wine.
29. **Question:** How are novelty sales handled?
Answer: As stated in the RFP, "Novelties and souvenirs may not be sold by any Licensee except as may be permitted at the sole discretion of the Department. Such sales, if permitted, shall be made only upon such terms and conditions as determined by the Department." Entertainers normally reserve the right to sell their merchandise at their shows. Historically, entertainers who perform at the Grandstand allow the Department to sell their merchandise with the terms specified in their contract with the Department. The terms define the percentage of sales of the merchandise that can be retained by the Department as commission. In the past, the Department has allowed the Grandstand Licensee to sell the merchandise and split the commission equally with the Licensee. It is highly likely that this same type of arrangement will be followed in the future.
30. **Question:** What portion of the Grandstand is the Licensee responsible for cleaning?
Answer: The Licensee is responsible for only the concession locations. The New York State Fair is responsible for cleaning the stands and general public locations.
31. **Question:** Are liquor sales also part of the current license at the Infield Restaurant?
Answer: Yes liquor sales are part of the current liquor license held at the Infield.
32. **Question:** Is there an outside serving area as part of the Infield Restaurant?
Answer: Yes, the current Licensee has used the space to host entertainment also.
33. **Question:** What types of utilities are available in the Toyota Exhibit Center?
Answer: Water and electric services are provided by the New York State Fair. Natural gas service is available in the building. If the Licensee wants natural gas service, they must make the arrangements to obtain this service directly with National Grid. The Licensee would be responsible for the cost to install this service as well as usage and delivery charges. No propane tanks or hookup (even outside) are allowed.
34. **Question:** Could concession trailers be brought into the Toyota Exhibit Center?
Answer: Yes as long the dimensions of the trailer fit into the layout of the current event.
35. **Question:** Please confirm my understanding that, when you say that no equipment is included in the facilities, you mean that the Grandstand facility needs to be equipped to the walls including the Ansul/PyroChem hood systems and all refrigeration.
Answer: Yes. Please see question number 11.