

Auxiliary Services Corporation

State University of New York College at Cortland
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January 14, 2020

The Auxiliary Services Corporation of SUNY Cortland (ASC) is soliciting proposals from qualified vendors to enter into a beverage partnership under a long-term prime source beverage agreement. I have enclosed a copy of our Request for Proposals for your consideration.

SUNY Cortland offers a unique opportunity to market your products to a diverse customer base. The campus enrolls approximately 8,000 students and employs almost 600 faculty and staff. We have over 1 million square feet of building space that includes 17 academic and administrative buildings and 16 residence halls. Dining services are offered at 9 locations across campus.

We look forward to receiving a competitive proposal from your firm. Please feel free to contact me directly at (607)753-5668 or by email at renee.sydorowych@cortland.edu should you have any questions.

Sincerely,

Renee Sydorowych
Interim Executive Director

Enclosure

REQUEST FOR PROPOSALS

Prime-Source Beverage
Agreement

Auxiliary Services Corporation
State University of New York at Cortland



Table of Contents

Section	Page
Introduction	3
Overview	4
The RFP Process	5
Timetable for RFP/Award Process	8
Strategic Benefits	9
Sponsorship Summary	10
Connections Debit Card	11
Marketing	12
Safety	13
Term of Agreement	14
Scope of Products and Services	15
Service	20
Limited Exceptions to Exclusivity	22
Insurance	23
Consideration	24
Proposal Format	25
Appendix A: Definitions	27
Appendix B: Installed Fountain Equipment	29
Appendix C: Current Ready to Drink Product Placements	30
Appendix D: Current Vending Machine Placements	31
Appendix E: Energy Start Standards for Vending Machines	32
Appendix F: Proposal Certification	33
Appendix G: Fountain Product Equipment to be Installed	35
Appendix H: Fountain Products to be Sold	36
Appendix I: Fountain Product Pricing	37
Appendix J: Ready to Drink Product Equipment to be Installed	38
Appendix K: Ready to Drink Products to be Sold	39
Appendix L: Ready to Drink Product Pricing	40
Appendix M: Vending Equipment to be Installed	41
Appendix N: Vending Products to be Sold	42
Appendix O: Vending Product Pricing	43

Introduction

Auxiliary Services Corporation of SUNY Cortland, Inc., (herein referred to as “ASC”), is a not-for-profit corporation that provides auxiliary services to the State University of New York College at Cortland, (herein referred to as “SUNY Cortland” or “the College.” Services that we provide include dining services at eleven locations on campus, catering services, the college store, and vending services to the campus community. ASC desires to continue a “beverage partnership” under a Prime-source Beverage Agreement. The partnership will involve exclusive or dominant brand and source rights for fountain products, certain packaged beverages, and mechanical vending on campus, as well as exclusive trade/brand advertising, sponsorship and promotional rights at the College in consideration of funds for the encouragement and promotion of education at the State University of New York at Cortland.

ASC's goal, as it relates to its beverage business, is to meet the following objectives:

Increase Beverage Profits

ASC wishes to increase sales and profits through state-of-the-art facilities and equipment, improved beverage distribution, and more competitive pricing and commissions as elements of a long-term prime source beverage agreement.

Generate Marketing Revenue

ASC and the College have a diverse package of strategic marketing benefits that it will offer as a package in return for financial value-added consideration under a long-term Prime-source Beverage Agreement.

ASC is seeking proposals from vendors who are capable of, and oriented toward, providing a high level of customer service to the SUNY Cortland community. It is ASC's goal to select a Prime-source Beverage Vendor who reflects a commitment to quality services.

Overview

ASC is confident that its contractual relationship as provider of auxiliary services at SUNY Cortland and the influence and integrity of the College in its market including visitors and guests of the College, prospective and current students, and its alumni, make it an excellent potential partner in the furtherance of the mutual goals of ASC, the College and the Prime-source Beverage Vendor.

The following are highlights of SUNY Cortland:

- SUNY Cortland offers 90 academic programs at the bachelor, master and doctorate degree levels. The University has approximately 8,000 students and almost 600 staff and faculty.
- Founded in 1868, SUNY Cortland is a part of the State University System of New York and operates in Cortland County within the city limits of Cortland, NY.
- The main campus is located in the heart of Cortland and occupies 191 acres of land providing a pleasant collegiate atmosphere encompassing a desirable landscaped environment, upscale library, residence halls and state of the art intercollegiate sports fields and arenas.
- SUNY Cortland has a rich and diverse, multi-cultural population of faculty, staff and students. SUNY Cortland sports teams are consistently champions in NCAA Division III competitions. As such, the student body offers a marketing opportunity second to none. Therefore, we encourage Prime-source Beverage Vendors to respond to this unique opportunity with funds and ideas that will be similarly extraordinary.
- SUNY Cortland operates several off-campus buildings for support services and student apartments.
- In August of 2009, SUNY Cortland hosted training camp for the NFL's New York Jets football team leading to national attention and exposure for the College.
- Cortland athletic programs have achieved prominent status and are members of the NCAA Conference Division III. The College is one of the largest Physical Education centers in the country.
- Because of its excellent reputation, central location and outstanding athletic facilities, the College is a frequent host to athletic tournaments and championships.
- The College has eleven academic buildings representing more than 1.1 million square feet of building space as well as sixteen residence halls.
- The College opened its state-of-the-art student life center in the spring of 2014.

The RFP Process

The Auxiliary Services Corporation of SUNY Cortland requires that the Prime-source Beverage Vendor have the ability, experience, and resources to efficiently and effectively operate and upgrade the current beverage partnership as well as to enhance future growth and customer services for the SUNY Cortland community. Definitions for terms used in this RFP can be found in Appendix A.

The cost for developing the Proposal will be the sole responsibility of the vendor. ASC will not provide reimbursement for such costs.

Gratuities will not be accepted in any form during any contact with the vendor and will not be accepted before, during, or after the evaluation process. No gratuities should be offered to ASC, SUNY Cortland, or any of its representatives. Gratuities are strictly prohibited in any form at any time.

ASC reserves the right to reject any and all proposals. ASC also reserves the right to cancel this Request for Proposal at any time without notice to any vendor or prospective vendor.

Written notification of the successful Prime-source Beverage Vendor will be sent to each vendor. All acceptable contents of the proposal, in the sole discretion of ASC, shall be incorporated into the Agreement. In the event of any inconsistency between the Agreement, the RFP, and the vendor's proposal, the Agreement shall control. The RFP shall be prioritized as the second option of control with the vendor's proposal as the last option of control in the event of any inconsistency between these three (3) documents.

Proposals:

Six (6) copies of the proposal must be submitted. All must be enclosed in a sealed envelope plainly marked, "Proposal for Prime-Source Beverage Agreement", and addressed, mailed, or delivered to, on or before the proposal deadline to:

Renee Sydorowych, Interim Executive Director

Auxiliary Services Corporation

SUNY Cortland,

15 Neubig Road

Cortland, NY 13045

Email address: renee.sydorowych@cortland.edu

Respondents will be responsible for the actual delivery of proposals during business hours at the above address. It will not be sufficient to show that a proposal was mailed in time to be received before scheduled closing time for receipt of proposals. No fax proposals will be accepted.

In case of any doubt or difference of opinion as to the true intent of the specifications, the decision or the interpretation of Mrs. Renee Sydorowych governs.

All respondents shall include prices in their proposal and shall assume and pay all State, Federal, and Municipal taxes and deposits, which are payable by virtue of furnishing and delivery of item(s) specified. Materials and services furnished to ASC or the College are not subject to either Federal Excise Taxes or NYS Sales Tax.

ASC reserves the right to waive informalities in proposals and to reject any and all proposals.

ASC reserves the right to exclude or to include additional locations and/or services during the term of the agreement.

Vendors will be accorded fair and equal treatment if the ASC requests any opportunity for discussion and revision of proposals with such revisions to be permitted after submissions and prior to award for the purpose of obtaining best and final offers, excepting that ASC may negotiate with the most acceptable vendor, without negotiating with all vendors. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

ASC will not disclose any information derived from proposals submitted or from discussions with other vendors until after an award is made and the Agreement is duly executed. Any request for information after an award is made must be done in writing. Information will be made available in accordance with the Federal and State Law.

The award shall be made to the successful Prime-source Beverage Vendor whose proposal is determined to be the most advantageous to the ASC.

Further, statements for this proposal are required to be complete and accurate. Omission, inaccuracy, or misstatement may result in rejection of the proposal and/or cancellation of the Agreement. Conditional proposals will not be considered.

All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed on at least one (1) original proposal document will be rejected.

Prior to the proposal due date, a submitted proposal may be withdrawn by the vendor by submitting a written request to the Auxiliary Services Representative named herein. All such requests must be signed by a person authorized to sign for the vendor.

Further, ASC reserves the right to reject any or all proposals or any part thereof; or to accept any proposal, or any part thereof; or to withhold the award and to waive or decline to waive irregularities in any proposal when ASC determines that it is in its own best interest to do so.

The ASC reserves the right to revise, add to, or delete any portion of this Request for Proposals prior to the deadline for proposal submission. ASC will notify the vendors if a decision is made to revise, add to, or delete any portion of this Request for Proposals.

The successful Prime-source Beverage Vendor is expected to enter into an Agreement approved in writing by ASC.

ASC will be responsible for overseeing the selection of a Prime-source Beverage Vendor, as well as administering the contractual relationship that develops from the selection process, with the primary liaison for the ASC being, the Interim Executive Director, Mrs. Renee Sydorowych, or such persons designated by the ASC.

From the issue date of this RFP until a successful vendor is selected and the selection is announced, vendors are not allowed to communicate for any reason with any ASC or SUNY Cortland employee except through the RFP contact.

For violation of this provision the ASC shall reserve the right to reject the proposal of the offending vendor. All questions concerning this RFP must be submitted in writing to Mrs. Renee Sydorowych. No response other than written will be binding upon ASC or SUNY Cortland.

It is the sole responsibility of the submitting vendor to ensure that its proposal is submitted by the deadline specified. The vendor will bear all responsibility associated with delays. Any proposal received after the scheduled closing time will be returned, unopened, to the vendor. It is strongly suggested that proposals be hand-delivered if the vendor is concerned with possible mailing delays.

Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements.

AGREEMENT ASSIGNMENT

The Prime-source Beverage Vendor is prohibited from assigning, selling, transferring or subletting the Agreement or its rights, title, interest or power to execute the Agreement to any other person, company or corporation without the prior written approval of ASC.

If the Prime-source Beverage Vendor subcontracts any of the services, the ASC may require Payment and Performance Bonds. In the event of a change in the company ownership of the Agreement, the ASC reserves the right to terminate the Agreement immediately.

ASC will look favorably upon a Prime-source Beverage Vendor that is able to collaborate with its Snack Vending Vendor for servicing and delivery of product to all campus vending locations.

Timetable for RFP/Award Process

Task	Date
Release of Request for Proposals	January 14, 2020
Vendor Site Surveys	February 4 – February 11, 2020
Proposal Deadline	March 6, 2020 4:00 PM EST
Vendor Presentations	March 23 – March 27, 2020
Evaluation of Proposals	April 6 – April 24, 2020
Notice of Intent to Award	May 18, 2020
Agreement Begin Date	July 1, 2020
Prime Service Conversion Begins	July 1, 2020
Prime Service Conversion Completed	July 20, 2020

Strategic Benefits

ASC and the College continually strive to enhance and diversify its academic, student aid, and campus life offerings. To this end, ASC encourages programs that lend themselves to student participation and the general enrichment of the college experience. A basic challenge facing the College is how best to utilize limited available resources in order to maximize the opportunities offered to students inside, as well as outside the classroom. ASC feels this challenge can be met with the assistance of its corporate partners. Marketing revenue derived under this agreement will support areas as designated by ASC and the College. Specific areas that will be enhanced through our Prime-source Beverage Agreement include academic and activities programs and projects, intercollegiate athletics, scholarships and unrestricted financial aid, fellowships, research grants, internships, and capital projects of the College.

In return for its commitment to ASC and the College, the successful vendor will enjoy the following strategic benefits:

- Exclusive opportunity (with limited exceptions) to present and market their products to all campus students, faculty, staff, and visitors at over two million meals served annually. Visitors include potential college students and parents, high school students for special events (athletic camps, clinics, etc.), and the general public at sporting events, theater, concerts and family shows, trade shows, conventions, conferences and meetings.
- Signage opportunities at campus message centers, electronic signs, internet web sites, and video kiosks around campus.
- Opportunity to present and market their products in conjunction with popular nationally-recognized food franchises.
- National exposure on an extensive NCAA competition schedule.
- Other marketing and promotional opportunities.

Sponsorship Summary

To the extent permitted by applicable law, the Prime-source Beverage Vendor will have the right to refer to itself in any of its marketing materials as a "Exclusive Provider " of the Campus, ASC, the College, and/or the SUNY Cortland teams, and refer to any brand of Products in any of Prime-source Beverage Vendor 's marketing materials as the "official" or "exclusive" soft drink, sports drink, tea, juice, or juice drink of the Campus, ASC, SUNY Cortland or the SUNY Cortland teams. The vendor may undertake beverage promotions at or in connection with the campus and/or SUNY Cortland teams, including offering products in promotional packaging bearing the SUNY Cortland marks.

SUNY Cortland or student organizations affiliated with SUNY Cortland own and/or operate a television station, FM public radio station, and a student newspaper. The Prime-source Beverage Vendor agrees that the programming, commercial advertising activities, and community support related activities for such television and radio stations and student newspaper involving the Prime-source Beverage Vendor's competitors will not violate this Agreement; provided, however, that ASC will ensure that such programming and activities do not use or display any of the SUNY Cortland Marks, or state or imply an association with or endorsement by the College.

ASC will consider a financial agreement for exclusive pouring rights and recognition that supports and enhances the mission of the Cortland College Foundation and the student life of the College's 8,000 students and many campus visitors each year.

Connections Debit Card

ASC has a one-card system (Connections Card) on campus that allows debit transactions for those card holders who choose to use them for certain purchases on campus. The Connections Card is operated within ASC and communicates with the CBORD Odyssey System.

It is the desire of ASC for all 100% of beverage vending machines to be equipped with IP addressable payment acceptance technology that will accommodate Connections Card accounts. The proposal must include a schedule of all machines to be fully equipped for Connections Card acceptance with IP card reader technology by the start of the new contract.

The Prime-Source Beverage Vendor, will at its own expense:

- Provide Connections Card IP addressable readers that function with the Connections Card system in 100% of beverage vending machines.
- Provide Connections Card IP addressable readers and cabling to any new beverage vending machines that may be installed in the future as the ASC grows and expands.
- Maintain and repair all installed Connections Card IP addressable readers.
- All Connections Card IP addressable readers will be checked for operational status with every service call. The ASC Office will be notified immediately when readers are found to be out of operation for any reason.

The Prime-source Beverage Vendor must be available to assist ASC Office personnel when issues arise related to the Connections Card equipment.

Connection Card Transaction Fees:

ASC will apply a transaction processing fee to all vended sales of beverages via the Connections Card in addition to any other funds provided to the ASC such as commissions. The Prime-source Beverage Vendor shall pay ASC an Administrative Transaction Fee of five and one quarter percent (5.25%) on all vending transactions associated with the Connections Card system and based upon the gross Connections Card sales for that service.

The calculation of financial consideration or commission for the beverage partnership will be based upon and include all Connections Card vending sales.

Marketing

This RFP document incorporates the assertion that the Prime-source Beverage Vendor must abide by the legal requirements or procedures as to:

1. Copyright laws.
2. Licensing agreement requirements for the ASC and SUNY Cortland identity insignias, marks, or components regarding the ASC and SUNY Cortland name; logo; seal; mascot and other identity graphics for any use.

The Prime-source Beverage Vendor will ensure the use of appropriate signage and any other means of marketing communication to inform the SUNY Cortland community of its services.

Any advertisements or logos for use must meet with the prior written approval of ASC. No handouts, brochures, advertisements, or flyers will be placed on campus without prior approval from ASC. Any advertisements other than those that are initiated by ASC will require a separate memorandum of agreement.

The Prime-source Beverage Vendor will grant ASC the limited right to use the Vendor's logo or service marks to promote the vendor's service on the SUNY Cortland or ASC website and publications.

ASC desires to upgrade the appearance and awareness of vending machines on campus, and to enhance the SUNY Cortland Brand. Proposers are encouraged to provide proposals that include opportunities for the enhancement of machine fronts to include SUNY Cortland graphics, images and logos. The proposer is encouraged to include appropriate signage at locations where there are banks of three or more machines. Proposers are also encouraged to use the SUNY Cortland's Brand program in any conceptual renderings.

Examples can be found at:

www2.cortland.edu/offices/publications/communication-guide/graphic-elements

The Prime-source vendor will make available online nutritional information for all of their products.

Safety

SUNY Cortland strives to provide a safe campus for its students, faculty, staff and visitors. It is essential that our Prime-source Beverage Vendor be a strong partner in this effort. Towards this end, the selected vendor will agree to employ only those persons who have the training and work habits that are judged to be suitable in the atmosphere of an academic institution. ASC will require a complete listing of all employees of the vendor who will provide service on the SUNY Cortland campus as part of the Prime-source Beverage Vending agreement. In addition, the vendor will provide an organizational chart showing the staffing to be maintained as part of the agreement.

The proposal should describe the criteria for general hiring including screening, criminal background checks, or any other means of verification of employee information, or, explain other means of ensuring the integrity and suitability of the Prime-Source Beverage Vendor's employees.

All personnel employed by the vendor shall be trained to follow all company policies and procedures as well as all safety regulations mandated by the applicable laws, rules and regulations of city, county, state and federal agencies.

The vendor's personnel represent SUNY Cortland and ASC and are expected to conduct themselves in a professional manner at all times to foster positive relations with the campus community and members of the surrounding community. ASC will have the right to require an immediate change of personnel serving the University's premises without recourse or explanation but will exercise that right judiciously.

The vendor's personnel will receive an orientation to the campus provided by the ASC.

All personnel servicing the campus should be in a company uniform or be otherwise identifiable as an employee of the vendor. Uniforms should be clean and well maintained. Contractor's personnel will be required to show proper identification when Campus Security or ASC personnel request such identification.

If the Prime-source Beverage Vendor is given access to or use of any ASC or College owned items or equipment, the Prime-source Beverage Vendor must not relocate, destroy, or otherwise alter ASC or SUNY Cortland property.

The Prime-source Beverage Vendor will restrict employees with infections or any other health concerns as required by the rules and regulations of the Cortland County Board of Health. The Prime-source Beverage Vendor will limit delivery vehicles to roadways. Delivery vehicles will be prohibited from driving on pedestrian walkways on the SUNY Cortland campus.

Terms of Agreement

This prime-source beverage partnership will commence on July 1, 2020 and end on June 30, 2025. ASC reserves the right to revise the scheduled commencement date contingent upon the outcome of the Agreement negotiations and transition schedule process.

The Prime-source Beverage Vendor should submit a plan to allow for a smooth transition from the current Prime-source Beverage Vendor to the new vendor, if the current Prime-source Beverage Vendor is not the successful Proposer, to ensure uninterrupted service to the ASC community.

As with any mutually beneficial business relationship, ASC intends to review its beverage business annually. This will include a review of current beverage service and the vending program, benchmark performance under the Prime-source Beverage Agreement, as well as any changes and any issues that have arisen since the previous annual review. In addition, product and equipment changes and technology will be reviewed annually. This process will allow both ASC and its Prime-source Beverage partner the opportunity to maintain the highest standards expected in this type of relationship.

Scope of Products and Service

The general scope of products and services to be provided by the successful vendor is as follows:

1. Fountain Products and Equipment

- a. Dispensing equipment must be supplied, installed, and maintained by the beverage vendor at no cost to ASC. This includes, but is not limited to soda, juice, punch, and tea-dispensing equipment. A complete list of all equipment to be installed must be included in the proposal. (Appendix H)
- b. All equipment must be state-of-the-art, new or refurbished like new, and remain in that condition throughout the life of the agreement. All equipment currently in use needs to be upgraded to better serve customer needs and to increase business at all locations. The vendor will recommend and provide equipment upgrades at no cost to ASC.
- c. All dispensers must be equipped with double-vented check valves, locks, and water supply shut off devices at no cost to ASC.
- d. The syrup must be 5-gallon and or 2.5-gallon bag-in-the-box and racks provided for proper storage. Appropriate alternatives (i.e., "syrup tank") are acceptable where ASC management approves. Syrup tanks must be (5) and or (2.5) gallon stainless steel tanks and be capped for sanitary purposes.
- e. The vendor will be responsible for the cost of providing all CO₂ necessary for dispensing fountain soda. CO₂ must be supplied to ASC in standard 20lb. tanks or in bulk form if a bulk delivery system is available. All empty tanks must be removed at time of delivery of full tanks.
- f. All equipment must conform to specifications of the Department of Health, other applicable health and safety standards, and performance standards of appropriate testing agencies (UL, NSF, etc.).
- g. The vendor will repair and maintain all equipment and accessories, including ASC owned beverage dispensing and ice making equipment used exclusively for beverage vendor's products, at its own cost and expense, regardless of the cause of damage or malfunction. The vendor will be expected to repair machine malfunctions within 12 hours of notification.
- h. All equipment will be routinely serviced on a scheduled basis by a uniformed employee of the beverage vendor operating a distinctively marked vehicle. The service schedule must be approved by ASC. Pedestrian walkways will be off limits to vehicles.
- i. Beverage vendor must furnish to ASC, in advance, the full name, address and recent photo of each employee of the beverage vendor who will at any time be performing services in connection with equipment.

- j. Respondents must provide ASC with a complete listing of all syrup and concentrate prices (per gallon) for all flavors, for the first two years of the agreement. The specific brands being proposed, and the dilution ratio are to be identified also. (Appendix I)
- k. Other products may be desired by ASC. As part of their proposal, the vendor should list and price other products for ASC's consideration.
- l. The vendor must stipulate elements of costing and adjustment criteria, documentation, formula, etc. that would support any request for cost increase under a prime-source beverage agreement.
- m. A listing of currently installed fountain equipment by dining unit is contained in Appendix B. The proposal should contain a list of fountain equipment to be provided including any recommended additions and/or improvements to the current configuration. (Appendix H) ASC reserves the right to specify fountain equipment to be installed in each of its dining facilities.
- n. A summary of annual fountain usage by unit is provided in Appendix C.
- o. It is expected that in locations where disposable cups are acceptable (athletic venues, cash operations) ASC will present the beverage in logo cups from ASC's cup supplier. These cups will clearly identify the beverage vendor's name and/or logo and may include ASC's name and/or logo.
- p. ASC will have the right to serve beverages on unbranded plastic, paper, glass or china containers at private, catered events held on campus.
- q. On the field at athletic events, isotonic logo cups will be provided by the vendor at no cost. The marginal cost of logo cups compared to current costs of non-logo disposable cups and other containers will be borne by the vendor as direct reimbursement or credit for product.

2. Ready to Drink Products

- a. Ready to drink ("RTD") products include water, juices, sport drinks, fusion drinks, iced tea, energy drinks and other bottled or canned products sold by the vendor.
- b. RTD products have limited availability in certain dining units on campus. Current placements of RTD products are summarized in Appendix D.
- c. The vendor will have exclusive right (with limited exceptions) to provide an RTD products to be sold in dining facilities at the discretion of ASC management.
- d. The vendor will be given preference in product placement at any current or future retail establishments operated by ASC on the College campus. Preference will be in the form of 50% of available shelf space for RTD products.
- e. Respondents must provide ASC with a complete listing of all RTD prices for all varieties for the first two years of the agreement. (Appendix M)
- f. Vendor is to provide coolers and displays as needed for RTD sales at no cost to ASC. The proposal should include a complete list of coolers and display units to be provided for RTD beverage placements. (Appendix K)
- g. All retail equipment must be new or refurbished like new, state-of-the-art, and remain in that condition throughout the life of the agreement.
- h. Beverage vendor will repair and maintain all equipment and accessories at its own cost and expense, regardless of the cause of damage or malfunction. Any losses incurred to the machines, product or receipts, due to theft, fire, accident or any other cause, will be the loss and responsibility of the beverage vendor. The beverage vendor shall be expected to repair machine malfunctions within 12 hours of notification.
- i. All equipment will be routinely serviced on a scheduled basis by a uniformed employee of the beverage vendor, operating a distinctively marked vehicle. Pedestrian walkways are off limits to vehicles. The service schedule must be approved by ASC.
- j. Beverage vendor must furnish to ASC, in advance, the full name, address and recent photo of each employee of the beverage vendor who will at any time be performing services in connection with equipment.
- k. If and when the supplier enters new beverage categories, produces new beverage products or makes changes to existing products, ASC will decide whether those products will be sold on campus during the term of the agreement.
- l. Beverage vendor must stipulate elements of costing and adjustment criteria, documentation, formula, etc. that would support any request for cost increase under a prime-source beverage agreement.

3. Beverage Vending

- a. The vendor is expected to provide beverage vending services on campus at locations specified by ASC. The current listing of installed beverage vending units can be found in Appendix E. ASC desires that the Prime-source Beverage Vendor complement the SUNY Cortland customer base and physical plant. Therefore, the Prime-source Beverage Vendor and its equipment and products will enhance the facilities, and the Prime-source Beverage Vendor shall devise marketing strategies to encourage the purchase of the vending products. This would include the increased presence of beverage machines on campus to be in line with industry standards at a ratio of one machine per one hundred students or an amount subject to ASC's approval.
- b. All respondents are encouraged to inspect current installations prior to submitting a proposal. Failure to do so will not relieve beverage vendors from any requirement or specifications associated with installations, operations or special conditions, costs or expenses pertaining to fulfillment of the proposal.
- c. ASC will provide beverage vendor space for the installation of vending machines. The amount of space and the number and location of such machines will be determined by ASC, subject to approval of the College.
- d. ASC will, in addition to the space, provide for all heat, electric power, water and light services for such spaces; provided, however, that neither ASC nor the College shall be liable in any manner to the beverage vendor for any loss, delay or damage caused by its failure to provide heat, electric, power, communication data lines, light, or water service for such space or spaces for whatever reason including such failure caused in whole or in part by the negligence of ASC, or its employees, agents or representatives, or the students or staff or officers of employees of the College.
- e. ASC believes that greater opportunities exist in the vending area, and expects the successful respondent to fully analyze, in consultation with ASC management, current vending operations and recommend/implement any necessary changes after award. Placement, removal, or expansion of vending locations will be determined by mutual agreement to best maximize revenues and resultant commissions.
- f. Availability of vending machines that are debit card compatible is essential. Debit card compatible vending equipment must be supplied, installed, and maintained by the beverage vendor at no cost to ASC. Such technology must be compatible with SUNY Cortland's Connections debit account technology (currently provided by CBORD). Readers must be IP addressable. The beverage vendor will be fully responsible for all costs associated with vending equipment and vending technology, except network communications cabling.
- g. All machines will be matching when in banks of two or more.
- h. All machines installed by the vendor will prominently display the following information in a conspicuous location on the front of the machine:
 - Machine ID number unique to SUNY Cortland.
 - An on-campus phone number to report service issues.
 - Clear instructions for customers to receive refunds.
- i. All machines with installed debit readers will have "insert-type" readers or have protective mats installed below "Chip" readers to prevent scratching of the machine surfaces caused by customers swiping their debit cards.
- j. All machines and general vending areas will be cleaned by the vendor with each delivery service call.

- k. All vending machines installed on campus will meet applicable State and Federal equipment health and safety codes and testing lab performance standards.
- l. The vendor will provide vending machines that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency as outlined in Appendix F or employ Vending Miser or compatible technology.
- m. Where feasible, the vendor will incorporate custom machine fronts that prominently feature the SUNY Cortland name, logo, photos, mascot or other graphics subject to the approval of ASC and the College.
- n. The vendor will provide a sufficient number of change machines to support its vending operations on campus.
- o. All machines will include a Positive Vend feature to ensure delivery of product to the consumer.
- p. The vendor will maintain a delivery service schedule that minimizes stock outs and provides a high level of service to the campus. The proposal must specify the service schedule to be followed during the academic year as well as during periods that occur between semesters.
- q. At times, or during special occasions and other days when the campus hosts additional events or extra visitors, the Prime-source Beverage Vendor will maintain and replenish all machines to handle extra loads to maximize service and revenue potential. It shall be the responsibility of ASC to give notice to Prime-source Beverage Vendor at least 24 hours in advance for such anticipated changes.
- r. The Prime-source Beverage Vendor will implement policies and procedures for refunds that require the dispersing of such funds to ASC. Procedures will be clearly posted for general refunds on all machines including change machines. Any change of refund policy will require written approval of the Auxiliary Services Representative. Refund policies and procedures must be approved by the Auxiliary Services Representative. Monies to provide all vending refunds shall be provided by the Prime-source Beverage Vendor both when disbursed by ASC on behalf of the Prime-source Beverage Vendor and when disbursed directly by the Vendor.
- s. Payments and reports of revenues from vending sales are to be received by ASC by the 15th of each month for the previous month's sales. Reporting must include:
 - Machine type and location.
 - Machines identified by unique machine number.
 - Period ending meter readings.
 - Sales by specific product SKU by machine.
 - Gross receipts.
 - Sales tax amounts.
 - Deposit amounts.
 - Commission rates.
 - Commission amounts paid.

Service

The Prime-source Beverage Vendor will have in place an answering system to report service calls 24 hours per day, 7 days a week; with routine maintenance, and repair services available during the hours of 8 a.m. to 8 p.m. Onsite service responses are expected within four (4) hours or less of receipt of call(s). If a machine(s) cannot be repaired at the time of service, the vendor will place an "Out of Service" notification in a visible location on the machine(s) and notify the ASC Representative before leaving the site of expected time and date of repair completion.

The Prime-source Beverage Vendor will provide a written policy outlining procedures for handling emergency maintenance and repair services during the hours of 8 p.m. to 8 a.m. This shall include the names, phone numbers, and emails addresses responsible personnel to be contacted in the event of an emergency during non-operating hours.

Should equipment continue to malfunction or repeatedly break down (more than five (5) times in one school year), ASC shall have the right to require the Prime-source Beverage Vendor to replace the equipment with a like unit subject to ASC's approval.

Any alarms and/or other security devices to be installed will be the responsibility of the Prime-source Beverage Vendor with the SUNY Cortland University Police to be contacted on the call list for any and all security system alarms. The Prime-source Beverage Vendor will be required to contact the SUNY Cortland University Police in case of a security alert or notification of a security breach or a witness to such events.

If, because of reasons beyond the control of ASC [i.e., fire; weather; operational closings (local, state or federal mandated or suggested closings); business operations at ASC or in any facility are interrupted or stopped, ASC shall have no liability for any loss of consumables, service costs or any other applicable losses. Furthermore, in such emergency or extenuating circumstances such as those noted above, ASC has the right to suspend or to terminate the Agreement by giving written notice to suspend by certified mail without penalty.

ASC shall not be responsible for the disappearance of any of the Prime-source Beverage Vendor owned items; damage; or theft whether or not due to break-ins, burglary, power failure, hurricanes, electrical storms, other acts of God, or acts, functions or events beyond the control of the University, the machines, or associated products.

The Proposers will be responsible for the design, production, installation, and upkeep costs of the machine fronts, header designs, signs, etc. following the University's approval of the design(s).

Deliveries the vendor guarantees that they will maintain transport and delivery equipment that will safely access all College delivery locations without endangering College, University or Vendor employees. Vendors are encouraged to tour all ASC delivery locations, as part of the vendor site surveys. Any costs incurred by ASC that result from the use of "incorrect" or "un-safe" Vendor equipment will be passed on to the Vendor.

Deliveries are to be arranged with various dining operations as to their requests and needs to include a minimum of 2 days a week.

Limited Exceptions to Exclusivity

The following will be exceptions to the exclusivity terms of any Prime Source Beverage Vending Agreement:

1. Exclusivity will be waived for professional sports teams holding training camps or other events on the SUNY Cortland campus that have exclusive sponsorship agreements for competing products. The College may require that the Prime-source Beverage Vendor's signage be altered, obscured, draped or otherwise modified to comply with its Agreement with professional sports teams holding training camps or other events on campus. In the event of a conflict between the Prime-source Beverage Agreement and any Agreement between the College and any professional sports team for training camps or other events held on campus, the College's Agreement with the professional sports team will take precedence.
2. At the request of the SUNY Cortland President or the Institutional Advancement Office of the College, ASC will have the right to serve competing products at private, catered events on campus.
3. ASC reserves the right to market Cortland branded water and any Cortland branded products which become available during the term of the Agreement.

Insurance

Without limiting any liabilities or any other obligations of ASC, the Prime-source Beverage Vendor shall provide and keep in full force and effect during the term of this agreement, at the Prime-source Beverage Vendor's own cost and expense, the following insurance policies for the joint benefit of said Prime-source Beverage Vendor, ASC and SUNY Cortland with an insurer reasonably acceptable to ASC and SUNY Cortland:

Commercial General Liability	\$1,000,000 Each Occurrence (minimum)
(a) Bodily Injury & Property Damage	\$1,000,000
(b) Products/Completed Operations	\$1,000,000
(c) Advertising & Personal Injury	\$1,000,000
(d) Contractual Liability	\$1,000,000 (Provisional)*
(e) Medical Payments	Optional
Automobile Liability	\$1,000,000 (minimum owned/non-owned/leased)
Workers' Compensation	Statutory Limits

The certificates shall indicate that the policy carries an endorsement (no more restrictive than CG 20 10) which names ASC, the SUNY Cortland Board of Trustees, SUNY Cortland, the State of New York, The New York Board of Governors, and their respective trustees, directors, officers, employees and agents as additional insured's. The contractor's policy shall be primary, and any insurance carried by ASC, SUNY and SUNY Cortland shall be noncontributing with respect thereto.

Each policy shall provide for thirty (30) days prior written notice to ASC in the event of cancellation or reduction in coverage or amount. If the Prime-source Beverage Vendor fails to secure and maintain insurance policies complying with the provisions of this agreement, ASC may terminate this agreement.

In addition to the insurance required to be obtained and maintained by the vendor, if the Prime-source Beverage Vendor assigns any portion of the duties under this agreement in accordance with the terms, hereof, each sub-contractor or assignee will purchase and maintain the same insurance coverage required hereunder.

The Prime-source Beverage Vendor shall immediately notify ASC if the vendor's Commercial General Liability insurance contains any restrictive endorsements other than those restrictive endorsements normally included on standard ISO Commercial General Liability occurrence or claims made forms.

The absence of a demand for any type of insurance certificates or policy or insurance condition, or for higher coverage limits shall not be construed as a waiver of the vendor's obligations to carry and maintain the appropriate types of insurances at limits that are appropriate to the liability exposure associated with this Agreement. ASC does not represent that coverage and the limits specified herein will necessarily be adequate to cover vendor's liability.

ASC reserves the right to cancel any award made if successful Prime-source Beverage Vendor fails to supply and or maintain required coverage(s).

Consideration

In consideration of the strategic benefits arising out of a Prime-source Beverage Contract with the ASC of SUNY Cortland, the proposal should specify the following:

- Fixed fee direct payments (up front and/or annual) to the SUNY Cortland Foundation.
- Annual direct payments to the ASC Family Fund.
- Estimated vending commissions based on projected sales and proposed commission rates for vended products.
- Minimum commission guarantees.
- Reduced/contracted product pricing.
- Cash value of supplemental benefits to be provided (i.e. campus activation fund).
- The vendor must provide their written statement of environmental or sustainability policy.

Proposal Format

Proposals submissions should be formatted as follows:

- I. Executive Summary
- II. Contact Information
 - a. Firm name
 - b. Address
 - c. Telephone
 - d. Fax
 - e. Contact name
 - f. Contact email address
- III. Proposed Marketing Plan
- IV. Products and Services
 - a. Fountain products
 - i. Equipment schedule (Appendix H)
 - ii. Product and location schedule (Appendix I)
 - iii. Product pricing (Appendix J)
 - iv. Costing and adjustment criteria
 - b. Ready to Drink Products
 - i. Schedule of coolers and displays to be provided (Appendix K)
 - ii. Product and location schedule (Appendix L)
 - iii. Product pricing (Appendix M)
 - iv. Costing and adjustment criteria
 - c. Beverage vending
 - i. Schedule of vending units to be provided (Appendix N)
 - ii. Product and location schedule (Appendix O)
 - iii. Product pricing (Appendix P)
 - iv. Costing and adjustment criteria
 - v. Proposed service schedule
- V. Service Summary
- VI. Consideration Summary
 - a. Fixed fee/direct payments
 - b. ASC Family Fund payments
 - c. Vending commission estimates
 - d. Minimum commission guarantees
 - e. Reduced/contracted pricing savings estimates
 - f. Supplemental benefits
- VII. Exceptions to RFP Specifications
- VIII. Sample documents
 - a. Vending commission reports
 - b. Refund policies
 - c. Sample contract document
- IX. Proposal Certification

Appendix A

Definitions

Prime-source Beverage Vendor: For purposes of this RFP, the prime-source beverage vendor (vendor) shall be the respondent designated to provide specific branded beverage products, beverage serving equipment and technology, vending equipment, technical service, marketing support, and other benefits to ASC and SUNY Cortland.

Prime Source: ASC and the beverage vendor agree that beverage products in the product line and/or such other beverage products as ASC shall designate shall be the exclusive beverages sold on campus, except in SUNY Cortland Convenience Store outlets operated by ASC. ASC agrees that unless otherwise agreed, ASC will purchase all specified beverage products from the beverage vendor provided that the beverage vendor is able to supply any product or equivalent product which ASC desires to purchase.

Beverage(s): Beverage(s) means (a) all cold, carbonated and non-carbonated, non-alcoholic, natural or artificially flavored drinks for independent consumption, and for uses as mixers with alcoholic beverages and otherwise, including, but not limited to, flavored and/or sweetened mineral water, natural or artificially flavored fruit and/or vegetable juices, fruit and/or vegetable juice-containing drinks and fruit and vegetable flavored drinks (sweetened and unsweetened), hypertonic, isotonic, hypotonic drinks (sports drinks, energy and fluid replacement ("Sports Drinks"); and (b) all drink or beverage bases, whether in the form of syrups, powders, crystals, concentrates or otherwise, from which such drinks and beverages could be prepared.

Permitted Exceptions: "Beverage" or "Beverages" shall not include milk, flavored milk, beer (alcoholic, low alcoholic, non-alcoholic), freshly brewed coffee, freshly brewed tea, hot chocolate, and all juice squeezed fresh on the campus. Frozen concentrate juice products are subject to quality/acceptability criteria. Water drawn from the public water supply, self-branded bottled water, signature lemonade beverage, and iced cappuccino dispensed on campus will also be permitted exceptions; provided however, that the exclusions and exceptions contained herein shall not apply to any products manufactured, licenses, or distributed by a primary competitor (Coke/Pepsi) or any affiliate or joint venture thereof, except SUNY Cortland Store convenience outlets.

Competitive Products: During the entire term of this agreement and any renewal or extension thereof, except for permitted exceptions as noted, ASC will apply its best efforts to ensure that:

Fountain: All fountain beverage products distributed on the campus shall be (solely) the product of the beverage vendor and be dispensed through the beverage vendor's fountain equipment.

Athletics: All beverage products distribution through and by athletics will be (solely) beverage products of the beverage vendor. This includes fountain, sports drinks, and any bottle or can used for any athletic event. No competing brand will be allowed to market, sample, or distribute their product or logo at any athletic event.

Marketing: No competing brand will be allowed to market, sample, or distribute their beverage product or logo at any campus-controlled event.

Vending: all beverage products distributed through the vending program shall be the brand of the beverage vendor.

Campus: means all physical properties of the campus of SUNY Cortland, including but not limited to any and all athletic facilities, administrative offices, student facilities including residence halls, classrooms, restaurants, private clubs, concession stands, snack bars, bookstores, convenience stores, and dining halls, and any and all other buildings or facilities which currently comprise the campus of SUNY Cortland or which may be acquired or constructed during the term of this agreement and which are operated by or in conjunction with SUNY Cortland campus, except facilities specifically excluded in this RFP or otherwise excluded by mutual consent.

Whenever the terms "**shall**", "**must**", "**will**", or "**is required**" are used in the RFP, the specifications being referred to are considered a mandatory requirement of this RFP.

Appendix B

Installed Fountain Equipment	
Unit	Equipment Installed
Neubig	(2) Touch Screen Fountain
	(2) Minute Maid Concentrate, 4 Head
	(1) Vitamin Water Dispenser
	(1) Gold Peak Tea Dispenser
Bistro	(2) Touch Screen Fountain
	(2) Minute Maid Concentrate, 4 Head
	(1) Vitamin Water
	(1) Gold Peak Tea Dispenser
Greens & Grains / Pomodori	(1) Touch Screen Fountain [Counter]
Catering	(2) Post Mix, Bag in Box, 6 Head
	(1) Minute Maid Concentrate, 4 Head
Hilltop	(1) Touch Screen Fountain [Counter]
Stadium A	(2) Post Mix, Bag in Box, 8 Head
Stadium B	(2) Post Mix, Bag in Box, 8 Head
Stadium Visitor	(2) Post Mix, Bag in Box, 8 Head

Appendix C

Installed RTD Equipment	
Unit	Equipment Installed
Stadium A	(2) Double Door
Stadium B	(1) Double Door
Stadium Visitor	(1) Single Door
College Store	(1) Single Door
Fuel	(1) Single Door
Dragons Den	(1) Double Door
Hilltop	(1) Double Door
	(1) Single Monster

Appendix D

Current Vending Machine Placements

<u>Building</u>	<u>Location</u>		<u>Building</u>	<u>Location</u>
Alger Hall Coke	Alger Vend. Area		Miller Hall Coke	
Bishop Hall Coke	Bishop Hall		Motor Pool Coke	
Bowers 1st Floor Coke	Bowers Hall		Neubig Hall Coke	East Side lobby
Cheney Hall Coke			Old Main Dasani	Outside Den
Clark Hall Coke	Basement Vend. Area		Old Main/Glass Front	
Corey Union Coke			Park Center 2nd Fl. Coke	Hallway
Cornish Hall Coke	Lounge		Park Ctr. 1st. Powerade	
Cornish Hall Vitamin			Park Ctr. Dasani	Hallway (2nd Floor)
DeGroat Hall Coke			Professional Studies	Studio W. Brkroom
Dowd Fine Arts Glass	In Front of Hall-Gallery Pit		Randall Hall Coke	Hall Near Rec. Room
Dragon Hall Laundry			Shea Hall	
Fitzgerald Hall Coke	Hall Near Rec. Room		Smith Hall Coke	4th Floor
Glass Tower Powerade	Inside Laundry Rm.		Smith Hall	
Hayes Hall MM	Rec. Room		Sperry Glassfront	
Hendericks Hall Coke	Inside Hallway		VanHoesen Hall Coke	
Higgins Hall Powerade			West Campus Coke	1st Floor
Library Coke	Near Bookmark		Winchell Hall Coke	West Side Lobby

Appendix E

Energy Star Standards for Vending Machines

The vendor is encouraged to visit energystar.gov for complete product specifications and an updated list of qualifying products.

Energy Consumption	
Class A	Class B
$MDEC \leq 0.0523V + 2.432$	$MDEC \leq 0.0657V + 2.844$

MDEC= maximum daily energy consumption kWh/day

V = refrigerated volume

Low Power Mode: In addition to meeting the 24-hour energy consumption requirements listed above, qualifying models shall come equipped with hard wired controls and/or software capable of automatically placing the machine into a low power mode during periods of extended inactivity while still connected to its power source to facilitate the saving of additional energy, where appropriate. The machine shall be capable of operating in each of the low power mode states described below:

1. Lighting low power state — lights off for an extended period of time.
2. Refrigeration low power state — the average beverage temperature is allowed to rise above 40°F for an extended period of time.
3. Whole machine low power state — the lights are off and the refrigeration operates in its low power state.

In addition, the machine shall be capable of automatically returning itself back to its normal operating conditions at the conclusion of the inactivity period. The low power mode-related controls/software shall be capable of on-site adjustments by the vending operator or machine owner.

Note: EPA's goal in including these low power mode requirements is to ensure that existing machine software capabilities are available and may be used to their fullest potential based on the individual requirements of the host site. However, machines that are vending temperature sensitive product, such as milk, must not have the refrigeration low power state enabled on site by the vending operator or machine owner due to the risk of product spoilage.

Appendix F

Proposal Certification

The Completed Proposal Certification, in the form included below, must be submitted with the Proposal package at the specified date that the Proposal is due, or the Proposal may be considered nonresponsive and may cause rejection of the proposal:

Prime-Source Beverage Vendor RFP

Auxiliary Services Corporation

SUNY Cortland

Mrs. Renee Sydorowych

15 Neubig Road

Cortland, NY 13045

Email address: Renee.Sydorowych@cortland.edu

The undersigned certifies that to the best of his/her knowledge: (check one)

☐ There is no officer or employee of ASC or SUNY Cortland or the Board of Regents of the University System of New York who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal/bid.

☐ The names of any and all public officers or employees of ASC or SUNY Cortland or the Board of Regents of the University System of New York who have, or whose relative has, a substantial interest in any contract award subsequent to this proposal/bid are identified by name as part of this submittal.

The undersigned further certifies that the Proposer's firm or entity: (check one)

☐ IS

or

☐ IS NOT

currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify ASC of any change in this status, should one occur, until such time as an award has been made under this Request for Proposal action.

In compliance with this Request for Proposal for and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such goods/services in accordance with the specifications, and all standard terms, conditions, and requirements included herein.

The undersigned certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud, and understands collusive bidding or collusive submitting of proposals is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. The undersigned agrees to abide by all conditions and requirements of the proposal and certifies that the individual is authorized to sign this proposal for the Proposer.

(Firm or Entity)

(Phone No.)

(Address)

(Fax No.)

(Printed Name)

(E-mail Address)

(Title)

(Federal Id. No.)

(Signature)

(Date)

Appendix I

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