

SUNY Cortland Auxiliary Services

Request for Proposals

Prime Vendor Food Agreement



ISSUED 5/26/2020

Contact Information

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1.0 Scope of Work

1.1 SUNY Cortland Auxiliary Services

Auxiliary Services Corporation of SUNY Cortland, Inc., 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 University.”)

1.2 The University

SUNY Cortland offers 90 academic programs at the bachelor, master and doctorate degree levels. The college 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 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 championing in NCAA Division III competitions. Cortland athletic programs have achieved prominent status and are members of the NCAA Conference Division III. The University is one of the largest Physical Education centers in the country.

Because of its excellent reputation, central location and outstanding athletic facilities, the University is a frequent host to athletic tournaments and championships.

The University has eleven academic buildings representing more than 1.1 million square feet of building space as well as sixteen residence halls.

1.3 Operations

SUNY Cortland Auxiliary Services currently operate two residential dining halls and eight retail facilities at various locations on the SUNY Cortland campus. These include:

Neubig Dining

Conveniently located in Neubig Hall, Neubig Dining is our primary residential dining facility. In 2018-19, Neubig served 525,932 meals.

The Bistro

Located in the Student Life Center, a 150,000 square foot recreational sports facility, the Bistro began operations in January of 2015. In 2018-19, the Bistro served 329,727 meals.

Fuel

Also located in the Student Life Center, Fuel is a small retail counter offering hot and cold beverages, smoothies and snack items. Fuel had total sales of \$220,374 in 2018-19.

Greens and Grains/Pomodori/Union Station Cafe

The university's student union houses three retail locations; Grains and Greens, Pomodori and Union Station Cafe. Greens and Grains offers healthy grain bowls, salads, sandwiches, ramen bowls and a small variety of grab and go items. The Greens and Grains kitchen also houses our small central production staff that make in house retail items to sell. Total sales in 2018-19 were \$160,864. Pomodori is a lunch and dinner venue featuring pizzas, calzones, hot subs and wings. Pomodori had sales of \$529,256 last academic year. Union Station Café had sales of \$279,406.

All three units are located on the ground floor of Corey Union which was slated for a major renovation beginning July of 2017. The floor opened in October of 2018 with these three new retail units.

The Bookmark

The Bookmark is a snack bar located in the university library. The Bookmark offers full espresso service and features Peet's coffee and tea along with smoothies and grab and go items. Sales last fiscal year were \$394,829.

Dragon's Den

The Dragon's Den is a "grab and go" venue offering pre-made and to order sandwiches, salads and convenience items. It is found in Old Main, a busy academic building located in the heart of campus. The Den operates from Monday through Friday for breakfast and lunch. Sales last fiscal year were \$231,220.

Hilltop

Located in Brockway Hall, Hilltop Dining is our largest retail operation. Hilltop features a full salad bar, grill, pizza station, deli and sushi bar and operates late breakfast and lunch Monday through Friday. Sales last fiscal year were \$909,087.

Catering

ASC offers catering services on campus with total revenues of \$674,967 last fiscal year.

Raquette Lake Operations

The college operates outdoor education facilities in the Adirondack Mountains on Raquette Lake, NY. SUNY Cortland Auxiliary Services is responsible for dining services at Camp Huntington which accommodates up to 70 participants and Antlers which serves up to 45 individuals. Both locations operate on a seasonal basis and regular food deliveries will be required as part of this Prime Vendor agreement. Raquette Lake food operations had revenues of \$248,100 last fiscal year.

Commissary

SUNY Cortland Auxiliary Services operates a central commissary located on lower campus approximately ½ mile from the center of campus. The commissary is where deliveries are taken for our retail venues. The commissary is also where we keep our bulk purchases.

Concessions

SUNY Cortland Auxiliary Services operate concessions at most athletic events on campus. Total concession revenues for last fiscal year were \$72,622.

Child Care Center

The university operates a childcare center located in the Education Building near the Corey Student Union. Under arrangement with our current vendor, the center receives our contract pricing for food items it purchases and makes payment directly to the vendor. SUNY Cortland Auxiliary Services accept delivery and distribute the items to the center.

1.4 Collaboration Proposal

SUNY Cortland Auxiliary Services, Cornell University and Ithaca College are currently discussing the potential of selection one prime vendor for all three entities. Based on this, SUNY Cortland Auxiliary Services is requesting the bid to reflect two distinct pricing models for this RFP:

- SUNY Cortland Auxiliary Services as a stand-alone entity.
- Additional pricing benefit based on award of bid to vendor from collaborative including SUNY Cortland Auxiliary Services, Cornell University and Ithaca College. The collaborative volume has potential to expand over the course of the agreement.

1.5 Intent of RFP

SUNY Cortland Auxiliary Services are soliciting proposals from qualified vendors to provide some or all its requirements for meats (fresh and frozen), paper products and grocery items (frozen and canned). Excluded from this agreement are dairy products, breads, PepsiCo products, 20% produce and coffee.

Last fiscal year, we had total food and beverage purchases of approximately \$4.1 million:

Category	Cost
Baked Goods	\$72,828
Bakery Frozen	\$268,607
Beverages/Juices	\$384,424
Dairy Products/Eggs	\$479,819
Groceries	\$591,105
Candies	\$30,079
Meat, Fish, & Poultry	\$1,034,888
Produce	\$566,915
Frozen Fruits/Vegetables	\$165,402
Frozen	\$151,765
Small wares	\$47,797
Soaps, Detergents, & Cleaning Supplies	\$112,850
Paper	\$202,874
Small Equipment	\$72,195
Total	\$4,181,548

2.0 General Information and Instructions

2.1 RFP Evaluation Criteria

SUNY Cortland Auxiliary Services reserve the right to establish the criteria by which it will evaluate each vendor's response to this RFP and by which it will determine the most responsive, capable, and qualified Vendor(s).

Award shall be made to the successful vendor whose proposal is determined to be the most advantageous to SUNY Cortland Auxiliary Services.

SUNY Cortland Auxiliary Services reserve 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 we determine that it is in its own best interest to do so.

SUNY Cortland Auxiliary Services reserve the right to revise, add to, or delete any portion of this Request for Proposals prior to the deadline for proposal submission. SUNY Cortland Auxiliary Services will notify the vendors if a decision is made to revise, add to, or delete any portion of this Request for Proposals.

2.2 Schedule of Events (Timetable)

The following schedule will apply to this RFP:

<u>Date</u>	<u>Milestone</u>
5/26/2020	Release RFP
6/1/2020 (10:00 AM)	Pre-proposal Conference
6/8/2020	Deadline for Submitting Questions
6/12/2020 (4:00 PM)	Proposals Due
6/15/2020 – 6/19/2020	Vendor Presentations
6/22/2020 – 6/24/2020	Complete Proposal Review
6/25/2020	Contract Awarded/Executed
7/1/2020	Contract Begins

2.3 Vendor Visit to our Sites

Vendors are encouraged to familiarize themselves with the conditions under which the work will be performed. Tours may be arranged by contacting:

Name	Phone	Email
Jeff Scott	607-753-2424	Jeffrey.scott02@cortland.edu

2.4 Pre-Proposal Conference

We will conduct a pre-proposal conference following which tours of select dining facilities will be conducted. The purpose of the conference is to provide an opportunity for vendors to ask questions regarding terms, conditions, or specifications of the RFP. Vendor attendance is encouraged. **Notification**

of attendance or nonattendance must be made to the contact listed below by 12:00 PM EST on Friday, May 29, 2020.

Name	Phone	Email
Jeff Scott	607-753-2424	Jeffrey.scott02@cortland.edu

2.5 Accommodation for People with Disabilities

If the vendor or any of the vendor's employees participating in this RFP need, or have questions about our accommodations for people with disabilities, please make arrangements with the contact listed below.

Name	Phone	Email
Jeff Scott	607-753-2424	Jeffrey.scott02@cortland.edu

2.6 Restrictions on Communication with Staff

Proposers are prohibited from communicating directly with SUNY Cortland Auxiliary Services or University personnel. All inquiries and communications relative to this RFP must be directed in writing or by email to:

Jeff Scott, Director of Dining Services
SUNY Cortland Auxiliary Services
15 Neubig Road
Cortland, NY, 13045
Jeffrey.scott02@cortland.edu

3.0 Definitions

University - the State University of New York College at Cortland

Customer - Unless otherwise implied by the context of the specific provision within this RFP, "Customer" means a customer of the Vendor.

EST – Eastern Standard Time

Proposal - The entirety of the Vendor's responses to each point of this RFP, including any and all supplemental offers or information not explicitly requested within this RFP.

Proprietary Information - Information held by the owner that if released to the public or anyone outside the owner's organization, would be detrimental to its interests. It is an issue of fact rather than opinion.

Provider - Same as Vendor.

Respondent - Same as Vendor.

Response - Same as Proposal.

Request for Proposal (RFP) - A competitive negotiation process. It is not to be confused with an Invitation to Bid (ITB), in which goods or services are precisely specified and price is substantially the only competitive factor. This RFP provides us the flexibility to negotiate a mutually agreeable relationship. Price is considered but is not the only factor of evaluation.

Successful Vendor - Any vendor selected by us are to receive a notice of award as a result of this RFP and to enter into a contract to provide us with the products or services sought by this RFP.

Vendor - For purposes of this RFP, "Vendor" means any entity responding to this RFP with the intention of winning the resulting award of contract, performing the work, and/or delivering the goods specified.

Vendor's Proposal - Same as Proposal.

Vendor's Response - Same as Proposal.

4.0 Terms and Conditions

4.1 Terms and Conditions for the Resulting Contract

4.1.1 Contract Term and Renewable

SUNY Cortland Auxiliary Services plans to award a contract from this Request for Proposals for an initial term of three (3) years with options to extend for up to two (2) additional one-year terms. The contract term is expected to begin on July 1, 2020.

4.1.2 Prompt Pay Discount

For purposes of determining whether a prompt-payment discount, if applicable, may be taken by SUNY Cortland Auxiliary Services, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

4.1.3 Contract Status

SUNY Cortland Auxiliary Services may hold each Vendor's response to this RFP as a legal offer to contract. If we formally accept such offer, a contractual relationship shall be deemed to exist, and SUNY Cortland Auxiliary Services will so communicate to the successful Vendor by issuing a notice of award.

4.1.4 Terms and Conditions of Resulting Contract are Incorporated by Reference

The specifications, terms, and conditions set forth in this RFP and any related award document shall be incorporated by reference without Vendor exception into any resulting contract between SUNY Cortland Auxiliary Services and any Successful Vendor.

4.1.5 Discrepancies between Numbers and Words

In the event of a discrepancy between information written in numbers and the same information also written in words, the information written in words shall govern.

4.1.6 Termination from Default/Show Cause Letter/Certain Remedies

SUNY Cortland Auxiliary Services may terminate a contract resulting from this RFP, for reason of the Vendor's default, if conditions including but not limited to those described in the following list come into being.

- The Vendor is adjudged bankrupt, makes a general assignment for the benefit of the Vendor's creditors or a receiver is appointed on account of the Vendor's insolvency.
- The Vendor persistently or repeatedly refuses or fails to perform any of the provisions of the contract; or so fails to make progress pursuant to the contract's terms; or so fails to meet any delivery dates that may be specified in the section titled "Detailed Specifications," except when extensions may be granted to carry on as required by the contract.
- The Vendor persistently or repeatedly refuses or fails to make prompt payment to subcontractors.
- The Vendor persistently or repeatedly disregards laws, ordinances, or the instructions of any duly authorized representative of us or the College
- The Vendor otherwise commits a substantial violation of any provision of the contract.

SUNY Cortland Auxiliary Services may, in its sole discretion and without prejudice to any other right or remedy either terminate the contract or deliver to the Vendor a letter citing the instances of noncompliance and directing the Vendor to show cause why the contract should not be terminated (Show Cause Letter). The Vendor shall have ten (10) days to reply to the Show Cause letter and indicate why the contract should not be terminated. The Vendor shall then have thirty (30) days to cure the noncompliance cited in the Show Cause Letter. If the noncompliance is not cured within thirty (30) days, we may negotiate a schedule to terminate the contract. In the event all or any part of the contract is terminated, SUNY Cortland Auxiliary Services may take possession of any and all materials and finish the contract by whatever methods we may deem expedient. In such case, the Vendor shall not be entitled to any further payment until the contract is finished. The Vendor shall be liable for any excess costs incurred by SUNY Cortland Auxiliary Services to perform the balance of the contract. The rights and/or remedies of SUNY Cortland Auxiliary Services under these terms and conditions are not exclusive but are in addition to any other rights and/or remedies provided by law or the contract. SUNY Cortland Auxiliary Services reserves the right to refuse to consider proposals received from the Vendor in response to RFPs that we may issue in the future.

4.1.7 Contract Modification, Assignment, or Sublet

No change or modification to a contract resulting from this RFP shall take effect until all parties have agreed in writing to such change or modification. No successful Vendor shall assign, transfer, or sublet, either in whole or in part, any contract resulting from this RFP, without prior written approval of SUNY Cortland Auxiliary Services.

4.1.8 Referencing of Orders

For each order issued against a contract resulting hereunder, SUNY Cortland Auxiliary Services intends in good faith to reference this RFP for pricing, terms and conditions, delivery location, and other particulars. However, in the event SUNY Cortland Auxiliary Services fails to do so, SUNY Cortland

Auxiliary Services right to such terms, conditions, and particulars shall not be affected; and no liability of any kind or amount shall accrue to SUNY Cortland Auxiliary Services.

4.1.9 Hold Harmless

Any successful Vendor who becomes a party to any contract resulting from this RFP shall observe and execute indemnity and hold-harmless obligations in response to the conditions included in, but not limited to those described in the following list. The beneficiaries of such hold-harmless obligations shall be the State of New York, the State University of New York and the State University of New York College at Cortland, including its agents, employees, and officers. The hold-harmless obligations apply to all claims, demands, losses, judgments and actions that may arise from the conditions included in, but not limited to those described in the following list, and all expenses associated therewith. The hold-harmless obligations extend to such Vendor's subcontractors and agents and shall be documented in any agreement between or among such parties.

- Any injury or damage sustained by any person or property as a result of any act or omission by such Vendor.
- Any infringement by such Vendor of patents, trademarks, service marks, copyrights, or other forms of intellectual property.
- Any claim or amounts arising or recovered under Workers' Compensation law or any other law in consequence of any act or omission by such Vendor.

4.1.10 Laws and Regulations

Vendors are responsible for compliance with all applicable laws, rules, orders, regulations, codes and requirements of Federal, State and Municipal governments applicable hereto, including the provisions contained in the New York State Standard Contract Clauses and Affirmative Action Clauses, Exhibits A and A-1.

Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify SUNY Cortland Auxiliary Services, its officers and agents against any claims of liability arising from or based on any violation thereof.

SUNY Cortland Auxiliary Services complies with all Federal and state laws and regulations prohibiting discrimination in employment because of sex, sexual orientation, color, religion, national origin, ethnic origin, age, disability, or status as a disabled or Vietnam-era veteran.

In entering into any contract resulting from this RFP, the proposer agrees to comply with all such laws and regulations.

The proposer shall conduct a criminal offender background record information (CORI) check for each employee who provides any services on the property of the College pursuant to this contract. The proposer warrants that any employee who provides any service on the property of the College will have a clean CORI check, i.e. showing no prior criminal history. SUNY Cortland Auxiliary Services and the

College retains the right for any reason to exclude any employee of the proposer from providing any service on the College’s property.

4.1.11 Federal, State, and Local Taxes, Licenses and Permits

Vendors are solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as they may apply to any matter under this RFP. Vendors shall, at no expense to SUNY Cortland Auxiliary Services, procure and keep in force during the entire period of the contract all such permits and licenses and pay such taxes.

4.1.12 Insurance Requirement

Successful Vendor shall, prior to beginning any work under any contract that may result under this RFP as applicable, or as required by State or Federal law, acquire and have in effect minimum insurance coverage as set forth in the following table. The said minimum amounts are not intended to limit or reduce any Vendor's liability.

Coverage Type	Minimum Amount
Workers Compensation	Statutory
Liability Insurance Bodily Injury: each person	\$1,000,000
Property Damage: each person	\$1,000,000

Successful Vendor shall carry on their work in accordance with the requirements of the workers compensation law of the State of New York and shall not reject the provisions thereof during the life of the contract. Successful Vendor shall also protect themselves using liability insurance coverage against any and all claims for damages to persons or property which may arise out of operations under the contract, whether such operations be by the contractor, subcontractor, or anyone directly employed by either of them.

Successful Vendor shall file certificates of such insurance with SUNY Cortland Auxiliary Services and shall include SUNY Cortland Auxiliary Services as named insured, and such related coverage shall be subject to SUNY Cortland Auxiliary Services approval.

4.1.13 Environmental Safety Requirements

All vendors providing products and/or services to SUNY Cortland Auxiliary Services shall comply with the provisions set forth in the following subparagraphs.

Vendors shall comply with all applicable Federal, State, and Local environmental, occupational, and safety statutes, regulations, and guidelines. Vendors will also obtain all permits required by these statutes and regulations.

Vendors shall not dispose of hazardous materials on University property or down sanitary or sewer drains, and shall not dispose of any materials, including water or wastewater, down storm drains.

Successful Vendor shall ensure that any approved subcontractors comply with these requirements.

4.1.14 Sustainability

SUNY Cortland Auxiliary Services and the University are committed to maintaining a sustainable environment. Any comments are welcomed in your proposal that would indicate energy savings; reduction, recycling or reuse of solid waste; or other factors that will enhance our efforts to be a sustainable campus.

4.2 Terms and Conditions for RFP

SUNY Cortland Auxiliary Services requires that the successful Vendor have the ability, experience, and resources to efficiently and effectively provide all goods and services outlined in this RFP and the Prime Food Vendor Agreement arising out of this process.

The cost for developing the proposal will be the sole responsibility of the Vendor. SUNY Cortland Auxiliary Services will not provide reimbursement for such costs.

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

All acceptable contents of the proposal, in the sole discretion of SUNY Cortland Auxiliary Services, 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.

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 SUNY Cortland Auxiliary Services or the University are not subject to either Federal Excise Taxes or NYS Sales Tax.

SUNY Cortland Auxiliary Services reserves the right to waive informalities in proposals and to reject any and all proposals.

SUNY Cortland Auxiliary Services reserves the right to exclude or to include additional locations and/or services during the term of the agreement.

4.3 Terms and Conditions for Communications between SUNY Cortland Auxiliary Services and Vendors

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 SUNY Cortland Auxiliary Services, SUNY Cortland, or any of its representatives. Gratuities are strictly prohibited in any form at any time.

Vendors will be accorded fair and equal treatment if SUNY Cortland Auxiliary Services 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 SUNY Cortland Auxiliary Services 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.

SUNY Cortland Auxiliary Services 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 Federal and State Law.

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.

All inquiries relative to the conditions and specifications contained herein must be directed in writing or by email to:

Jeff Scott
Director of Dining Services
SUNY Cortland Auxiliary Services
15 Neubig Road
Cortland, NY, 13045
Jeffrey.scott02@cortland.edu

Questions and responses to all inquiries will be made available to all proposers on-line at the following URL within 48 hours of receipt:

<http://tinyurl.com/cortlandpvrfp>

4.4 Terms and Conditions for Packaging and Transmitting Proposals

4.4.1 Corrections, Changes, and Providing Information on Forms within the RFP

Vendors shall ensure that an authorized individual initial each correction using pen and ink. Vendors shall use pen and ink or typewriter in providing information directly on pages, or copies thereof, contained within this RFP.

4.4.2 Transmittal

Vendors shall submit the original and eight (8) copies of the response to this RFP as well as one (1) electronic copy in compact disc format or flash drive to the address below:

Jeff Scott
Director of Dining Services
SUNY Cortland Auxiliary Services
15 Neubig Road
Cortland, NY, 13045

4.4.3 Faxes Not Accepted

SUNY Cortland Auxiliary Services will not accept Proposals sent by fax or electronic mail.

4.4.4 Binding and Marking

Vendors shall ensure that the original and each copy are individually bound. When submitting more than one Proposal, Vendors shall ensure that units are clearly marked; for example, as "Original of Proposal One," "Copy One of Proposal One," "Original of Proposal Two," "Copy One of Proposal Two;" and so on.

4.4.5 Marking of Envelopes

Vendors shall ensure that sealed transmittal envelopes clearly and conspicuously display the following identifying information in addition to any other information otherwise required for transmittal.

Proposal for Prime Vendor Food Agreement – 2020

Closing Date – 6/12/20

4.4.6 Proposal Format

Vendors will furnish complete pages, documents and information requested in compliance with these instructions. The manner of submission is essential to facilitate prompt evaluation of all proposals. Accordingly, SUNY Cortland Auxiliary Services reserves the right to reject any proposal that has not addressed all requirements outlined in Section 5.0 (Specifications). All proposals are to be submitted in the format outlined in the requirements section below with a Table of Contents following the format of this proposal, addressing each section. These instructions are designed to ensure the submission of information essential to the understanding of the proposal. There is no intent to limit proposal content and any supplemental data that SUNY Cortland Auxiliary Services should consider in evaluating the firm's proposal. This information may be included in a separate section.

4.4.7 Signature and Certification

Proposal must include the signature and certification page found in Appendix A of this RFP.

5.0 Specifications

Proposals must address all specifications outlined in this section. Proposals must be organized to address the specifications in the order presented and each section number (i.e. 5.1.3.5 Late Deliveries) should be referenced in the proposal. Proposals must include a Table of Contents.

5.1 Detailed Specifications

This part of the RFP sets forth SUNY Cortland Auxiliary Services minimum standards and requirements for Prime Vendor performance under this contract. This contract will name a Prime Vendor for the SUNY Cortland Auxiliary Services. It is not intended to cover all details associated with these operations. Vendors therefore should be as complete and responsive as possible in stating their positions and capabilities with respect to the requirements listed. Vendors are encouraged to present any unique methods which have proven to be successful in other operations. SUNY Cortland Auxiliary Services total purchases under its current Food Services Distribution Prime Vendor contract exceed three (3) million dollars per calendar year.

SUNY Cortland Auxiliary Services Contract Administrator, Mr. Jeff Scott, Director of Food Services, or his designee, will serve as SUNY Cortland Auxiliary Services representative in dealings with the Vendor awarded under the terms of this agreement. SUNY Cortland Auxiliary Services Contract Administrator will work in conjunction with the authorized Vendor representative to help ensure a successful operation in which high quality products and customer service result in a mutually profitable operation that will maintain the SUNY Cortland Auxiliary Services reputation for providing a quality dining experience.

5.1.1 Transition to New Vendor

The successful Vendor will have responsibility for ensuring that the change from the existing Vendor to new Vendor will be a smooth transition. Each submitted Vendor proposal must outline a transition timeline that the Vendor expects to follow if awarded. Vendor proposals that lack a proposed transition timeline will be considered “non-responsive.” The awarded Vendor must provide a revised, detailed transition plan and timetable to SUNY Cortland Auxiliary Services no later than ten (10) working days after notification of award.

5.1.2 Ordering and Order Guides

5.1.2.1 The ability to order electronically will be an award requirement. SUNY Cortland Auxiliary Services desires to utilize the most current ordering technologies available. The Vendor is encouraged to provide detailed explanations of their most reliable and convenient order-placing tools. The tool provided must support open order guides and order guides that can be locked by cost center.

5.1.2.2 SUNY Cortland Auxiliary Services will complete their standard delivery day orders no later than _____ (time of day to be filled in by the Vendor) in order to guarantee delivery before 7 AM the following day.

5.1.2.3 SUNY Cortland Auxiliary Services order volume varies widely according to the time of year. Peak ordering months can be expected between September and April. Each submitted proposal must detail the Vendor's plan for accommodating these cyclical time periods.

5.1.3 Deliveries

5.1.3.1 The Vendor guarantees that they will maintain transport and delivery equipment that will safely access all University delivery locations without endangering University or Vendor employees. Vendors are encouraged to tour all SUNY Cortland Auxiliary Services delivery locations, as part of the pre-proposal conference, prior to proposal submission. Any costs incurred by SUNY Cortland Auxiliary Services that result from the use of "incorrect" or "un-safe" Vendor equipment will be passed on to the Vendor.

5.1.3.2 Deliveries are to be arranged with the various dining operations as to their requests and needs to include a minimum of three (3) day a week delivery (Monday, Wednesday and Friday), with a fourth delivery on Tuesday to Neubig Dining, during the academic year at specified delivery times and delivery locations. Trucking conditions must match the product being delivered.

All products to Neubig and Bistro are to be delivered on pallets year-round.

Corey Union, Hilltop, Catering, and Commissary cost center products are to be delivered to commissary on pallets.

Vendor delivery carts will be provided for Bookmark and the Den, and Moffett Café (Name hasn't been decided yet). Vendor will take off pallet on truck and place on delivery carts at Commissary.

Winter session and summer session deliveries are made directly to the open unit and Catering at the Corey Union.

Vendor must provide deliveries to our outdoor education facilities at Raquette Lake, NY which operate January through October. During the winter months deliveries are once per week; in the summer months deliveries are twice per week.

5.1.3.3 Delivered products will be "guaranteed fresh" for a period of _____ days (to be completed by Vendor) from the date of delivery. Each submitted proposal must contain detailed information regarding the guaranteed fresh period of days for each of the Product Categories in Table A. A reasonable "shelf life" must accompany all perishable food items purchased by SUNY Cortland Auxiliary Services. SUNY Cortland Auxiliary Services will expect a full refund and/or replacement for all products that do not adhere to this requirement when delivered. Vendor proposals that are submitted without this "guaranteed fresh" information may be considered "non-responsive". Samples of the display of expiration dates on Vendor products may be requested by the SUNY Cortland Auxiliary Services during the Vendor Presentation phase of this RFP.

5.1.3.4 Optimum deliveries will be made to all Food Service locations between the hours of 5:00 AM and 7:00 AM each morning. Deliveries made after 7:00 AM, unless otherwise approved by the

Contract Administrator, will be considered late and may result in contract negotiations between the parties.

5.1.3.5 If the Vendor's delivery trucks do not complete their deliveries by 7 AM on their regularly scheduled delivery day(s), then the Vendor will pro-actively inform the SUNY Cortland Auxiliary Services Dining departments to explain why the delivery is late. The Vendor Account Representative shall contact, via telephone or in-person visit, the following SUNY Cortland Auxiliary Services personnel: 1) The General Manager of each affected location; 2) the SUNY Cortland Auxiliary Services Director of Dining. Where possible, the Vendor Account Representative will identify what steps the Vendor is taking to prevent further late deliveries.

5.1.3.6 Vendor proposals must clearly identify the Vendor's "delivery-to-invoice" process including the application of product credits. Vendor proposals that do not include details of the "delivery-to-invoice" process may be considered "non-responsive". Vendor Delivery tickets must accompany each delivery. The delivery ticket must correctly identify the delivery location, the date, items purchased, cost per item, and extended costs. A designated SUNY Cortland Auxiliary Services Dining employee must sign for each delivery. If "key drop" deliveries are utilized under this agreement, the Vendor's delivery representative will be required to obtain a SUNY Cortland Auxiliary Services Dining employee-signed delivery verification on the same day that the delivery is completed. A check in procedure will be formalized upon award of this contract.

5.1.3.7 The Vendor's delivery personnel must have the authority and ability to take back immediate return on any items found damaged or in any other way determined to be below SUNY Cortland Auxiliary Services purchasing specifications/standards. A return procedure will be formalized upon award of this contract. Each Vendor must clearly state their product return policies in their submitted proposals. Lack of a clearly stated return policy may result in the Vendor's proposal being considered "non-responsive".

5.1.3.8 While this contract will include all areas of SUNY Cortland Auxiliary Services, the Vendor shall address small deliveries. Please indicate any fee or pricing structure that would be implemented for undersized orders. The Vendor must clearly state the minimum order that could be made without a special service fee.

5.1.4 Invoices

5.1.4.1 At a minimum, payments will be made monthly on all invoices received by the twentieth (20th) of each month. Monthly statements will summarize the deliveries for the previous month. Early payment discounts are encouraged. SUNY Cortland Auxiliary Services will be able to make prompt check payments on all properly submitted invoices under this contract within 10 working days after receipt of invoice. In addition, SUNY Cortland Auxiliary Services will be able to make electronic funds transfer payments within 24 hours of electronic invoice delivery.

5.1.5 Reporting Services

5.1.5.1 At a minimum, the Vendor will supply the following reports via email:

5.1.5.1.1 Monthly Price Book

5.1.5.1.2 Vendor summaries month/year-to-date

5.1.5.1.3 Descending dollar purchases by manufacturer

5.1.5.1.4 Descending dollar purchase by unit/total University

5.1.5.1.5 Descending case purchase by manufacturer

5.1.5.1.6 Descending case purchase by unit/total University

5.1.5.1.7 Rebate monies obtained from manufacturers

5.1.5.1.8 Substitute product purchases month/year-to-date

5.1.5.1.9 Discontinued products weekly/monthly

5.1.5.1.10 Market/Supply trends weekly/monthly

5.1.5.1.11 Quarterly Report discussing Higher Education Dining purchasing trends and purchase volumes

5.1.5.1.12 Monthly Top 100 Product (by volume) Lower-Cost pricing comparison reports that show: Standard Product, Alternate Product, Product Label, Pack Size, Cost per Case, and Projected Savings.

5.1.5.2 Samples of the reports listed above must be included in each Vendor's submitted proposal.

5.1.6 Audits by SUNY Cortland Auxiliary Services

5.1.6.1 An audit by the SUNY Cortland Auxiliary Services Controller, or other designated agent of SUNY Cortland Auxiliary Services may be conducted at SUNY Cortland Auxiliary Services discretion a maximum of once per year.

5.1.7 Service of the Vendor

5.1.7.1 Please provide an overview of your company with the bid response. Please provide information on areas, such as.

5.1.7.1.1 Past bid history

5.1.7.1.2 Square footage of warehouse/freezers/refrigeration

5.1.7.1.3 Inventory turns per month/number of items stocked

5.1.7.1.4 Fill rate of orders (no substitutions)

5.1.7.1.5 Health Inspections

- 5.1.7.1.6** HACCP capabilities
- 5.1.7.1.7** Financial status of company
- 5.1.7.1.8** Consulting services
- 5.1.7.1.9** “Value added” services - The vendor is to provide a list of value-added services they will provide. These may include items such as quarterly business review analysis, chef consultation services, chef assistance in the development of menus and assistance at special functions and events at the college, training opportunities at conventions, training on-site, food show/demonstrations, trends analysis, marketing support, etc.

5.1.8 Account Representative

5.1.8.1 Vendor is expected to provide a dedicated outside account representative who will meet weekly with representatives from SUNY Cortland Auxiliary Services as designated by the Director of Dining Services. Vendor will also provide a dedicated inside account representative.

5.1.9 Food Samples, Product Evaluation and Testing

5.1.9.1 SUNY Cortland Auxiliary Services may request food samples during the bid process. If requested, the Vendor will provide directly to SUNY Cortland Auxiliary Services at no cost.

5.1.9.2 SUNY Cortland Auxiliary Services may request food samples for evaluation and testing during the term of the agreement. If requested, the Vendor will provide directly to SUNY Cortland Auxiliary Services at no cost.

5.1.9.3 SUNY Cortland Auxiliary Services strives to maintain a state-of-the-art college dining program. Vendor will be expected to introduce new products and provide samples for evaluation and testing directly to SUNY Cortland Auxiliary Services at no additional cost.

5.1.10 Inclement Weather and Unforeseen Circumstances

5.1.10.1 Each submitted proposal must address how the Vendor will service SUNY Cortland Auxiliary Services during times of unavoidable restricted Vendor operations due to severe weather and other unforeseen circumstances. Additionally, the Vendor must describe what additional capabilities, or services, are available to SUNY Cortland Auxiliary Services during severe weather, equipment outages, and other chance/unavoidable circumstances.

5.1.11 Electronic Interfaces

5.1.11.1 SUNY Cortland Auxiliary Services currently uses Core Tec as its production and inventory management system. SUNY Cortland Auxiliary Services currently operates sixteen (16) cost centers. The order tool provided must establish electronic data interfaces with each cost center within Core Tec. SUNY Cortland Auxiliary Services requests that the cost of developing these initial interfaces as

well as any annual maintenance fees charged by Core Tec will be paid by the Vendor. SUNY Cortland Auxiliary Services further requests that Vendor will also assume the cost of any new interfaces with Core Tec which may be needed by SUNY Cortland Auxiliary Services over the term of the agreement.

5.1.12 Allergen Programs and Nutritional Information

5.1.12.1 SUNY Cortland Auxiliary Services is committed to the safety and quality of life for students and staff with food allergies. As a growing public health issue, it is critical for SUNY Cortland Auxiliary Services to have policies, practices and resources in place to help keep individuals with food allergies safe. To prevent life-threatening allergic reactions, individuals with food allergies rely on accurate ingredient information that is quickly and easily accessible.

List of allergens identified by SUNY Cortland Auxiliary Services are as follows (eight (8) listed):

Milk	Eggs
Peanuts	Tree Nuts
Wheat (gluten)	Soy
Shellfish	Fish

5.1.12.2 The proposer should be prepared to meet the following requirements:

Allergen product should be easily identifiable on the web order guide with the symbol of the allergen

Ingredient lists and nutritional data must be available for all products currently in market basket and for new products. On-line access must be available for all food.

Dining must be contacted with any allergy alerts for food recalls or mislabeled product that involve FDA-defined top 8 allergens issued by the FDA, the USDA or the manufacturer. Vendor must provide a list of comparable substitutes.

Vendor will work to ensure quality/accuracy of “allergen-friendly” items.

Vendor must define measures taken to ensure the integrity of allergen-free products while in transit to dining operation.

Vendor will work with SUNY Cortland Auxiliary Services dining on GMO products, potential substitutes, and availability of items.

5.1.12.3 SUNY Cortland Auxiliary Services follows the Food Allergen Labeling and Consumer Protection Act of 2004 (Public Law 108-282, Title II)

<http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Allergens/ucm106187.htm>

5.1.13 Sustainability Practices and Products

5.1.13.1 SUNY Cortland Auxiliary Services seeks a Prime Vendor that strives to increase sustainable food options for the College. SUNY Cortland Auxiliary Services prefers the Prime Vendor to

make purchasing and operations choices that support local economies, especially purchasing from producers within 250 miles of the College. Additionally, the Prime Vendor shall supply, where Dining Services deems fiscally feasible, food that is certified organically grown, using practices that protect natural habitat, conserve energy, and protect the health of the soils.

SUNY Cortland Auxiliary Services also strives to purchase products from New York companies. In order to qualify as a New York product, the company must have a production facility within the borders of the State of New York

5.1.13.2 The College reports and tracks its level of sustainable food purchasing. SUNY Cortland Auxiliary Services prefers the Prime Vendor to provide full traceability on food products from point of origin and throughout the processing/distribution chain. Monthly reporting will indicate if products do or do not qualify as local and community based, New York based, fair, ecologically sound and humane. This monthly reporting shall be provided to the Director of Dining Services electronically.

Vendors must provide food sustainability related data on products, where applicable – indicated as organic, fair trade, local (produced within 250 miles of Cortland), or other factors as required. An indication of whether the compliance is assessed/verified by the first party (self-certification), a second party claim by an industry association or a third-party certification is required. This data shall be provided no less often than quarterly and reviewed with the Director of Dining Services, in an electronic version, preferably Excel.

5.1.13.3 The Vendor must provide their written statement of environmental or sustainability policy and a description of their approach to evaluating and selecting food options.

5.1.13.4 The Proposer should support SUNY Cortland Auxiliary Services sustainability education efforts by providing on-campus sustainability presentations for students. This will highlight sustainable products. SUNY Cortland Auxiliary Services is requesting participation at least twice each year, i.e. beginning of Fall Semester to kick off the school year (September) and on or about Earth Day (April).

5.1.13.5 SUNY Cortland Auxiliary Services uses Lean Path to monitor pre and post-consumer reporting for waste generated. SUNY Cortland Auxiliary Services requests that the Proposer will be responsible for any monthly costs associated with data support and reporting.

Website: <http://www.leanpath.com/>

5.1.14 Staff Training and Development

5.1.14.1 Vendor shall provide on-site initial training for the appropriate SUNY Cortland Auxiliary Services personnel to ensure their understanding of the total Prime Vendor program, including contract terms, program management, use of new products, direct order entry, receiving, accounts payable, etc.

Vendor shall also provide further on-site training as needed at no additional charge to keep the operation of the Prime Vendor program running smoothly and efficiently.

Training is to be provided at no additional cost to SUNY Cortland Auxiliary Services staff for new items and equipment provided to support the sales of such products (e.g. beverage and cleaning equipment).

The outside account representative assigned to SUNY Cortland Auxiliary Services must be capable of demonstrating all items available from the Vendor or provide a fully trained technician upon request.

5.1.14.2 SUNY Cortland Auxiliary Services places a high value on the continuing education of its culinary and management team. Vendor should specify in detail how it will provide educational opportunities under this agreement. Special focus on conferences and certifications.

5.1.15 Shortages, Substitutes, and Fill Rate

5.1.15.1 SUNY Cortland Auxiliary Services is a “non-substitution” customer. Products that have been ordered on a consistent basis, are proprietary to SUNY Cortland Auxiliary Services, and/or are Signature Products for a SUNY Cortland Auxiliary Services operation/location will be termed “standard-use” products. The manager of the operation that placed the order must be contacted to review and approve all alternate products. If an ordered alternate product has a higher price than the SUNY Cortland Auxiliary Services standard-use product, the Vendor will supply the alternate product at the price of the SUNY Cortland Auxiliary Services standard-use product. The Vendor Account Representative will inform the affected SUNY Cortland Auxiliary Services Location Manager of the compensation arrangements for all alternate products. Further, the Vendor Account Manager will provide timely updates regarding when the “standard-use” product will again be available for purchase. In their submitted proposals, each Vendor must clearly define the process by which alternate products will be identified.

5.1.15.2 Each Vendor proposal must contain a detailed description of how the Vendor will calculate their order “fill rate” under this agreement. The Vendor will maintain adequate stock, based upon SUNY Cortland Auxiliary Services order history, to ensure that ninety eight percent (98%) or more of SUNY Cortland Auxiliary Services standard-use products are available to maintain a “normal” supply volume. Failure of the Vendor to provide a ninety eight percent (98%) “fill rate” over two (2) successive fiscal quarters may result in the Vendor’s performance being deemed non-responsive to the contractual requirements set forth by SUNY Cortland Auxiliary Services. If the Vendor is deemed to be non-responsive in fulfilling the contract requirements, the agreement may be re-negotiated, or voided.

5.1.16 Quality Assurance

5.1.16.1 Upon request, copies of the Vendor’s product specifications shall be made available for review and forwarded on a timely basis to SUNY Cortland Auxiliary Services.

SUNY Cortland Auxiliary Services requires that the Vendor guarantee the quality of products and services is to be delivered and that procedures are in place to resolve any quality or food safety concerns and issue credit when due.

SUNY Cortland Auxiliary Services desires that the Vendor provide samples, free of charge, to SUNY Cortland Auxiliary Services so SUNY Cortland Auxiliary Services can ascertain the most acceptable/appropriate products to meet its needs and to assist in sampling when needed.

At the beginning of the contract, SUNY Cortland Auxiliary Services anticipates the need for a large amount of can cutting and product testing to decide the quality level of the items to purchase. It may be desirable to have the testing performed by the Vendor on its premises under supervision of qualified personnel.

SUNY Cortland Auxiliary Services desires that all food and beverage products be identified with decipherable dates (open code dates) or coded dates, as determined by the type of product delivered. SUNY Cortland Auxiliary Services desires that upon request, the Vendor provide a product code number listing to SUNY Cortland Auxiliary Services for any coded dates. The product code number key listing should explain the actual date of production or processing. Products with open code dates should clearly show the use-by date, date of production, date of processing, sell by date, best if used by date, or similar markings.

SUNY Cortland Auxiliary Services desires that the Vendor have an effective quality control/quality assurance program in place with well-established procedures that are followed to ensure a quality Prime Vendor program.

5.1.17 Marketing Support

5.1.17.1 It is important that SUNY Cortland Auxiliary Services personnel have direct access to manufacturer representatives, brokers and product specialists for product information and pricing to fully utilize the resources necessary to control costs, to be aware of changing market conditions and to view new products and ideas.

5.1.18 Equipment Programs

5.1.18.1 Where required for the dispensing of beverages and/or other products, the Vendor must provide a comprehensive equipment program for the dispensing of said product which may include brewed tea, hot chocolate and instant cappuccino, and fresh brewed coffee. Any beverage costs submitted are to include all the needed equipment to produce and dispense the products. All necessary equipment must be furnished to allow proper chemical dispensing for the current SUNY Cortland Auxiliary Services dishwashers and any other equipment for the Vendor's chemical program.

5.1.18.2 All equipment to be furnished by the successful contractor must be new equipment or equipment refurbished to "like new" condition. SUNY Cortland Auxiliary Services contract administrator may approve the furnishing of equipment other than that listed in the proposal in order to reduce equipment space requirements, facilitate service, or improve the quality of the furnished beverage.

5.1.18.3 Detailed equipment requirements are to be determined between the Vendor and SUNY Cortland Auxiliary Services at the start of the contract. The Vendor may make suggestions for

different or additional beverage equipment as necessary to provide SUNY Cortland Auxiliary Services with high-quality, economical and efficient beverage systems.

5.1.18.4 The Vendor shall provide and install all in-line water filters as needed for the proper operation of equipment installed. SUNY Cortland Auxiliary Services will provide electric and water lines, where needed, to the proposed locations.

The Vendor shall be responsible for final installation of the dispensing machines at its own expense. SUNY Cortland Auxiliary Services will pay for all utilities used.

5.1.18.5 When new upgraded products, systems or equipment become available, SUNY Cortland Auxiliary Services reserves the right to request installation of the new equipment.

5.1.18.6 The Vendor shall be responsible for the loss or damage to College property that may occur while the Vendor's employee is in the process of installing or servicing the dispensing equipment. All loss or damage to the dispensing equipment shall be the sole responsibility of the Vendor, regardless of how such loss or damage shall occur. SUNY Cortland Auxiliary Services and the College assume no responsibility for any damage to the dispensing equipment owned by the Vendor.

5.1.18.7 The Vendor shall furnish all mechanical service necessary to keep the dispensing equipment in a satisfactory working condition at no expense to SUNY Cortland Auxiliary Services.

The Vendor shall provide SUNY Cortland Auxiliary Services with repair service by a qualified service technician within twenty-four (24) hours of notification.

The Vendor shall provide SUNY Cortland Auxiliary Services with a toll-free telephone number for SUNY Cortland Auxiliary Services use in contacting the equipment service personnel.

The Vendor's service technician shall conduct equipment inspections and calibrations periodically to maintain a preventative maintenance program. A copy of the inspection reports shall be furnished to SUNY Cortland Auxiliary Services representative upon request.

The Vendor shall provide to SUNY Cortland Auxiliary Services the necessary instructions, both in written form and by on-site training through the service technician, for the daily operation and sanitation of the equipment. The Vendor shall furnish at no cost to SUNY Cortland Auxiliary Services all replacement parts, including labor for replacement.

5.1.19 Other Support Services

5.1.19.1 The Vendor shall provide reimbursement for the data conversion process. Our inventory and nutritional system Core Tec must be aligned to the vendors products.

5.1.19.2 The Vendor shall describe other support services to be provided under this agreement.

5.1.20 MBWE

5.1.20.1 SUNY Cortland Auxiliary Services has been advised that NYS Executive Law Article 15A pertaining to Minority and Women Owned Businesses now applies to all its contracts. The Vendor is

expected to work with SUNY Cortland Auxiliary Services to achieve its goals for purchases through New York State certified MBE, WBE and M/WBE businesses and to track and report eligible products purchased from MWBE vendors. Reports should be run on a monthly basis.

5.2 Pricing

5.2.1 Product Categories and Pricing

5.2.1.1 All products will fall into one of eleven (11) categories and subcategories (Table A). The Vendor will specify a markup above their actual cost for products in each of these categories in Table A. Vendors will also be asked to specify a charge for a set cost per unit/case in each of these categories. Any allowance will be deducted from the cost of the item before the markup is applied.

The calculation of prices based on documented Supplier's landed cost-plus mark-up percentages will be consistent with the following formula:

Example cost to supplier on 2/6/20	\$10.00
Freight, if any	\$.70
Landed cost	\$10.70
Cost plus markup – 10% (example only)	<u>\$ 1.07</u>
Price to ASC	\$11.77

5.2.1.2 A market basket of 200 items has been established (Table B). This market basket is a representative sampling of the products purchased by SUNY Cortland Auxiliary Services over the last fiscal year. It is not a guarantee. Please submit all costs **for the week of June 1, 2020**. This will ensure that all vendors are pricing for a specific week. Vendors will also need to submit a copy of an invoice for each market basket item for proof of delivery for their facility.

Table C is a list of signature products used by SUNY Cortland Auxiliary Services. These are items for which substitution is not allowed. Please submit all costs for these signature items **for the week of June 1, 2020**.

5.2.1.3 SUNY Cortland Auxiliary Services will allow pricing to change on category items the first of each month. At no time will the monthly cost increase more than three percent (3%) per month without an emailed letter of explanation from the Vendor.

5.2.1.4 The awarded Vendor will supply a "price book" and item-by-item printout detailing the pricing on all items by the first (1st) of each month for each SUNY Cortland Auxiliary Services account that makes purchases under this agreement. SUNY Cortland Auxiliary Services will use this book to verify the pricing of all delivery tickets and charges. The Vendor-supplied printout must show the cost for each item at the start of the contract, the current month's cost, and the previous month's cost. Previous year's pricing must also be included in the price book after the conclusion of the first year of this award. Vendor proposals must include agreements to these pricing and reporting requirements. Lack of these agreements may result in the Vendor's proposal being rated as "non-responsive".

5.2.1.5 As SUNY Cortland Auxiliary Services Prime Vendor and purchasing agent, the Vendor agrees to price shop on a best effort to provide food products and services at the lowest possible pricing. As a tool for providing the lowest possible pricing, the awarded Vendor must provide a price comparison report showing SUNY Cortland Auxiliary Services Top 100 Products (by volume) product pricing compared to equivalent “in stock” or contract products. This reporting tool must be provided on a monthly and quarterly basis. Lack of this reporting ability may result in the Vendor’s proposal being rated as “non-responsive”.

5.2.1.6 The Vendor will make its best effort to keep the SUNY Cortland Auxiliary Services informed of price/promotion opportunities so that SUNY Cortland Auxiliary Services may take advantage of them. SUNY Cortland Auxiliary Services will inform the Vendor of any promotions it receives directly, and the Vendor will assume responsibility for coordinating these promotional products.

5.2.1.7 Any proposed “partnership services” (i.e. Menu Pricing Reviews) proposed by the Vendor should include a proposed implementation schedule.

5.2.2 Group Purchasing Org.

Vendor will provide a list of affiliate group purchasing organizations that you contract with and will assist in purchasing decision and discounts. Please provide a list of contact information and phone numbers.

5.2.3 Incentives, Rebates, and Allowances

SUNY Cortland Auxiliary Services is interested in any additional incentives the Vendor may have to offer to decrease the cost of the foods it purchases. Volume discounts, brand discounts, drop-size incentives, quick-pay discounts, and etcetera should be detailed in any submitted proposals.

5.3 References

5.3.1 Please provide the names and phone numbers of five (5) customer references using the products or services specified in the section titled "Detailed Specifications."

Customer Company Name	Contact Person	Telephone Number

5.4 Pending Litigation or Formal Complaints

5.4.1 Please provide information regarding any pending litigation or formal complaints against

Table A. Vendor Markup and Cost (To be completed by Vendor)

<i>Categories With Sub-Categories</i>	<i>MARK UP ABOVE COST</i>	<i>\$ PER CASE ABOVE COST, OR PRICE PER POUND</i>
DAIRY		
MEATS		
* Fresh		
Item 1		
Item 2		
* Frozen		
Item 1		
Item 2		
SEAFOOD		
Item 1		
POULTRY		
* Fresh		
Item 1		
Item 2		
* Frozen		
Item 1		
Item 2		
FROZEN OTHER		
* Bread or Dough		
* Other		
* Vegetables		
PRODUCE		
Item 1		
Item 2		
CANNED AND DRY		
PAPER AND DISPOSABLES		
CHEMICALS		
EQUIPMENT		
* Small Wares		
* Direct Ship Products		
BEVERAGES		
* Dispensed		
* Without Equipment		

Table B. Market Basket ("Higher Volume" Products from each Product Category)

Table B includes the top 200 list of inventory items to bid. Please submit this back to us in the exact order of this bid in an excel sheet format similar to chart below. If the product label and number does not match and is not available, please make sure it is clearly identified and its substitute is included along with the corresponding column information.

These items are to be on a regular weekly purchase list, and none are allowed to be a special-order product. Vendor is required to have all market basket items in stock or similar product if approved.

For the produce, we are looking for dual pricing. We are looking for pricing on a regular brand and on premium level produce where applicable. In the case of premium produce being used, be sure to notify us of case weight of the premium product along with pricing.

Product Category	Product Description	Pack	Size	Product Label	Product Number
Dairy	EGG LIQUID WHOLE W/CITRIC CRTN	15	2 LB	SILVERBROOK	2248616196
	butter, blend ZTF	30	1 LB	ALPINE VALLEY	FBB4310A
	cheese, american 160 sl	4	5 LB	GREAT LAKES	27039
	cheese, blnd ched & shred fancy	4	5 LB	GREAT LAKES	14462
	cheese, cheddar xsharp white NY	1	10 LB	GREAT LAKES	73712
	cheese, cream loaf	10	3 LB	FAIRMEAD O	11623
	cheese, feta crumbles	4	2.5 LB	MARMARIS	00425
	cheese, mozz shredded PS	1	6/5 LB	GALBANI	0160800
	cheese, parmesan grated	2	5 LB	GREAT LAKES	95722
	cheese, blend parm-rom shred	6	2 LB	GREAT LAKES	15752
	cheese, provolone	3	10 LB	VILLA FRIZZONI	10869
	cream, heavy 36% quart up	1	12/1 QT	FAIRMEAD O	62801
	creamer, milk, whole bib 96 oz	1	3 CT	INT'L DELIGHT	102055
	creamer liq caramel bib	1	3/96 OZ	INT'L DELIGHT	101535
	creamer french vanilla	3	96 OZ	INT'L DELIGHT	100651
	creamer half n half bulk	3	96 OZ	INT'L DELIGHT	102052
	egg, lrg AA flat fresh	1	15 DOZ	FAIRMEAD O	19112
	egg, hard boiled bag	12	12 CT	FAIRMEAD O	2248616190
	eggs, liquid whites	15	2 LB	PAPETTI'S	46025-91820-00
	eggs, whole liquid bag in box	1	20 LB	SILVERBROOK	2248616196
margarine, blend garlic	3	5 LB	CHEF ITALIA	7311920035	

Table B. (Continued)

Product Category	Product Description	Pack	Size	Product Label	Product Number
Meats, Fish, Poultry	bacon, diced reg ckd	2	5 LB	HORMEL	30594
	bacon l/o cooked	3	100 SL	HORMEL	11977
	beef brisket, mkt nr USA	7	10-12LB	COMMODITY	D7104AH
	beef pty 80-20, 3.2 oz	1	50 CT	PRAIRIEC D	1051C10XL
	beef, 81/19 ground fresh	16	5 LB	IBP	D0371BH
	beef, clod xt, ch, angus	1	4 PC	ANGUS PRIDE	31422
	beef, inside rd dn ch USA	3	16-18LB	IBP	D6187AH
	CHIX BREADED ITALIAN FILLET	1	10 #	PIERCE	110188
	CHIX BRST B/S FILET MAR RAW 4OZ	40	4 OZ	TYSON	10116230928
	CHIX BRST BRD S.STY 4 OZ	40	4 OZ	PILGRIM PRIDE	5211
	CHIX BRST FIL TENDERPRESSED RAW 3 OZ NAE	54	3 OZ	TYSON	10026230928
	CHIX NUGGET TEMPURA .71 OZ NAE	2	5 LB	TYSON RED	10383500928
	CHIX BRST PIECES B/S CVP	1	4/10 LB	PILGRIMS	54293
	CHIX BRST STRP FAJITA SEASONED	2	5 LB	SILVERBROOK	15632
	CHIX STRP VEGAN	1	10 LB	GARDEIN	8742670001
	CHIX THIGH B/S USA	4	10 LB	SILVERBROOK	13792
	CHIX THIGH BNLS BATTERED	4	5#	TYSON	10093730928
	CHIX TNRD BRD STKHOUSE RTC	2	5 LB	TYSON	10162680687
	CHIX TNRD FRITTER BUFFALO	2	5 #	TYSON	10054580928
	CHIX WHOLE MARINATED WOG 3.25 TO 3.5 CVP	1	1/16 CT	SILVERBROOK	72469
	CHIX WING BRST BNLS CHUNK NAE	2	5 LB	TYSON RED	10383230928
	frank, red all meat 6/1	4	3 LB	ZWEIGLES	7546
	frank, german fully cooked 6/1	1	10 LB	HOFFMAN	24684
	ham, flat buffet	2	12 LB	HORMEL	30667
	pork butt, BI 1/8 IN USA	5	6-8 PC	IBP	F1213AAL/1
	pork loin, CC BNLS AL tender	1	2 PC	HORMEL	41337
	PORK RIB SPARE 4.5 DN 1 PCS USA	10	1 PC	IBP	2234/2214
	salami, hard sliced	2	5 LB	WILSON CONTLDLI	104445-654
	sausage patty, ls, cooked, 1.5 oz	1	10 LB	HORMEL	63109
	shrimp, 41-50 raw	5	2 LB	HIDDENBAY/AQUA	17153
	tuna, albacore in water no soy LS pouch	1	6/43 OZ	STARKIST	514560
	TURKEY BRST CKD ROAST AND SERV	2	8-10 LB	BUTTERBALL	2265581082
turkey burger woodfire	40	4OZ	PERDUE	80178	

Table B. (Continued)

Product Category	Product Description	Pack	Size	Product Label	Product Number
Baked Goods	bread ciabatta 3x7 pre sliced T&S	1	3/16 CT	EUROBAKE	50741
	bread, WHL wheat 100% 9 grain	1	6 CT	ROTELLA'S	00700
	dough, bread cracked wheat 18.25 oz Rich	24	18.25OZ	RICH'S	06710
	dough, roll butter egg dinner, 1.5 oz	300	1.5 OZ	BRICKFIRE BKRY	2248616176
Beverages/Juices	juice, apple 6-1	4	90 OZ	MINUTE MAID	19440912
	juice, drink cranberry 15% 4-1	4	90 OZ	MINUTE MAID	19440912
	juice, fruit punch 5-1	4	90 OZ	MINUTE MAID	06505
	juice, orange 5-1	4	90 OZ	MINUTE MAID	18400912
	juice, orange guava	4	90 OZ	MINUTE MAID	18960912
	tea, chai orig ASEP	6	32 OZ	OREGON CHAI	OC10040
Bakery Frozen	dough, 18 oz WW	1	24/18 OZ	DEIORIOS	452
	bread, italian panini slce	1	6/2.3LB	RICH'S	15607
	bread, reuben white	1	6 CT	ROTELLA'S	00200
	breadstick, garlic NY 8 IN	132	1 OZ	NY FROZEN	15026
	dough, cookie choc chip 1 oz	320	1 OZ	DAVIDS	19001
	dough, cookie choc chip 4 oz	80	4 OZ	DAVIDS	18011
	french toast stix, whole grain	1	12/2 #	RICH'S	37720
	dough ball, 18 oz	24	18 OZ	DEIORIOS	402

Table B. (Continued)

Product Category	Product Description	Pack	Size	Product Label	Product Number
Groceries	cereal, bulk chex choc gf wg	1	4/49 OZ	general mills	38391000
	cereal, honey nut cheerios gm	4	39 OZ	HONEY NUT	1600011988
	coffee, liquid dark roast	1	2/.5GAL	HIGHLAND ROAST	X73012
	croutons, multigrain	4	40 OZ	CHATHAM	140036
	dressing, ranch lite	4	1 GAL	KENS	KE0708
	hash, corned beef 110 oz	6	110 OZ	KATYSKIT O	690VS-KKN
	ketchup, 33% fncy disp	1	2/1.5 GAL	REDGOLD	18146
	mayonnaise, x-heavy	4	1 GAL	KENS	KE0898
	MIX PWD CAPP SLTD CARAMEL	1	6/2LB	HIGHLAND ROAST	11D3229
	MIX PWD CAPPUCCINO CANDY CANE	1	6/2 LB	HIGHLAND ROAST	110D3067
	MIX PWD CAPPUCCINO FRENCH VAN	1	6/2 LB	HIGHLAND ROAST	110D3223
	MIX PWD CAPPUCCINO ORIGINAL	1	6/2 LB	HIGHLAND ROAST	110D3222
	MIX PWD CAPPUCCINO STEAMER	1	6/2 LB	HIGHLAND ROAST	110D3065
	HOT CHOC DARK MIX	12	1.75 LB	NESTLE	2800045960
	mix, pancake complete	6	5 LB	GENERAL MILLS	1600011030
	oil, BLND 80/20 canola & evo	6	1 GAL	SOVENA USA	320600098
	oil, canola fry with antifoam	6	1 35 LB	SOVENA USA	3206000043
	oranges, mandarin whole l-s	6	#10 TIN	BOUNTIFU D	11937
	pan spray, no soy	6	22 OZ	SEASON ORIGINAL	14063
	pasta, penne rigate WG	1	2/160 OZ	BARILLA	100013339
	pasta, spaghetti thin B	2	10 LB	BARILLA	1000354003
	peaches, sliced LSIMPORT	1	6#10	BOUNTIF	19342

Table B. (Continued)

Product Category	Product Description	Pack	Size	Product Label	Product Number
Groceries	peanut butter, creamy US GRADE	6	5 LB	KATYSKIT O	17558
	pineapple, chunks, #10	6	#10 TIN	BOUNTIFU D	11939
	potato, dehyd russet golden hashbrowns	6	40.5 OZ	BASIC AMERICA	10084
	rice, brown WG	1	25 LB	UNCLE BEN'S	109517
	salsa, mild thick and chunky	4	135 OZ	VISTAUER O	19334
	SAUCE MIX ALFREDO	4	96 OZ	STOUFFER'S	1380030470
	sauce, bbq original GF	4	1 GAL	SWEET BABY RAYS	SJ0440HF
	sauce, wing buffalo style GF	4	1 GAL	SWEET BABY RAYS	SJ1736HF
	sauce, pizza fully prepared	6	#10	ANGELA MIA	2700038866
	sauce, spaghetti chunky bulk	1	3 GAL	FURMANOS	F11458
	sauce, spiedie marinade	4	1 GAL	LUPOS	128-SPIEDIE
Frozen Fruits/ Vegetables	fries, french 3/8" (mccain)	6	5 LB	MCCAIN	MCX40
	fries, shoestring colos 1/4in	6	4.5 LB	COLOSSAL CRISP	C0034
	fries, seaspmed sprials	6	4 LB	MCCAIN	MCL03622
	asparagus, cuts and tips BH	6	6/2.5 LB	BOUNTFL HARVEST	12043
	guacamole western style	1	12/1 LB	HARVEST FRESH	7117919342
	onion rings, beer battered	4	2.5 LB	TAVERN TRADITIN	30423
	strawberries, sliced 4/1	6	6.5 LB	CORNERSTONE	11252
	corn, cut	1	20 LB	ECO-V	70085771
Produce*	apple, granny smith 100 ct	1	100 CT	FRESH	
	asparagus, standard/large green	1	11 LB	FRESH	
	banana, turning	1	40# BOX	FRESH	
	beans, green trim	2	5# BAG	FRESH	
	broccoli, floret salad bar cut	4	3# BAG	FRESH	
	cantaloupe chunk (243)	4	2.5 LB	FRESH	
	carrot baby peeled	4	5LB BAG	READY-SET-SERVE	
	carrot, jumbo bulk, 25 lb.	1	25# BAG	READY-SET-SERVE	

Table B. (Continued)

Product Category	Product Description	Pack	Size	Product Label	Product Number
Produce*	cauliflower floret salad bar cut	2	3# BAG	READY-SET-SERVE	
	cucumber, select	1	1 1/9BU	FRESH	
	garlic, minced in water	12	32 OZ	FRESH	
	grapes, red seedless	1	18# BOX	FRESH	
	honeydew melon chunks	4	2.5 LB	FRESH	
	lettuce, green whole leaf washed	1	10# BOX	MANN	
	lettuce, heart to heart	4	2 LB	READY-SET-SERVE	
	lettuce, romaine chop	6	2# BAG	READY-SET-SERVE	
	lettuce, salad mix sep color	4	5LB BAG	READY-SET-SERVE	
	lettuce, shredded 1/8in	4	5LB BAG	READY-SET-SERVE	
	lettuce, spring mix	2	1.5#BAG	READY-SET-SERVE	
	mushrooms, medium	1	10# BOX	TO-JO	
	mushrooms, sliced thin	1	10# BOX	MARKON	
	onions, yellow DCD	2	25LB BG	ULTRA FRESH	
	orange, 88 ct	1	88 CT	FRESH	
	peas, sugar snap	1	10# BOX	FRESH	
	peppers, green fresh	1	1 1/9BU	FRESH	
	peppers, DCD 3/8 IN	3	2.5 LB	ULTRA FRESH	
	pineapple chunks 255	4	2.5 LB	FRESH	
	potatoes, diced fresh xlarge	2	10 LB	BOUNTFL HARVEST	
	potatoes, mashed fresh	4	6 LB	BOUNTFL HARVEST	
	spinach, flatleaf wash & trim	4	2.5#	READY-SET-SERVE	
	squash, summer	1	1/2 BU	FRESH	
	squash, zucchini med	1	1/2 BU	FRESH	
	strawberries, California	1	8/1 LB	FRESH	
	tofu, extra firm	12	14 OZ	PANDA FARMS	
	tomatoes, diced	3	2.5 LB	ULTRAFRESH	
	tomatoes, grape	12	1 PT	FRESH	
watermelon chunks (253)	4	2.5 LB	FRESH		

Table B. (Continued)

Product Category	Product Description	Pack	Size	Product Label	Product Number
Paper and Disposables	cont, 9x6 compostable, ovation	1	4/75 CT	GREEN WAVE	OV-BO96
	glove, latex, pwd free, medium	1	10/100C	JOB SELECT	16902
	glove, nitrile blue lrg	1	4/250CT	JOB SELECT	103-216-AP
	Liner 56 gal 43X47 1.5 Mil Black	1	10/10CT	PROPAK	PPK434715R
	napkin, 8.5x13 1ply nat xprsnap	12	500 BAG	TORK	DX906E
	plate, 9 in, compostable, ovation	1	4/125CT	GREEN WAVE	OV-P009
Chemicals	delimer	2	1 GAL	PRO POWER	13433
	detergent, blue power, pot & pan, 1 gal	1	4/1 GAL	PROPOWER O	10520
	rinse machine all temp blue	1	5 GAL	PROPOWER	16545
	detergent, machine all temp red	1	5 GAL	PRO POWER	16452
	sanitizer, third sink (new)	1	4/1 GAL	PROPOWER O	17449
Frozen	gnocchi	1	10#	SEVIROLI	76921
	hors d'oeuvres, pot sticker vegetable	1	7.5 LB	TMI	707014
	meatballs, meatless 1.5 oz	1	100 CT	GARDEIN	5FSU21-232
	mozzarella stix, battered	6	2 LB	FARM RICH	65115
	pierogis, mini	4	2.86 LB	MRS. T'S	4116400834
	pretzels, soft stick mini 1.2oz	1	100 CT	BAVARIAN BAKERY	7382
	ravioli, cheese med sq.	1	10 LB	VILLA FRIZZONI	21132
	sauce, alfredo	4	96 OZ	STOUFFER'S	1380030470
	tortellini, cheese cooked bulk	2	5 LB	VILLAFRI O	4806000134

* For produce, we are looking for brand and premium produce where applicable. In the case of premium produce being used, be sure to notify us of case weight of the premium product.

Table C. Signature Product List

Signature Product				
Product Description	Pack	Size	Product Label	Product Number
cantaloupe chunk (243)	4	2.5 LB	Dole	29002
pineapple chunks 255	4	2.5 LB	Dole	29000
watermelon chunks (253)	4	2.5 LB	Dole	22102
honeydew melon chunks	4	2.5 LB	Dole	29001
Starbucks, cup, 12 oz print	1	1000 CT	STARBUCKS	011098806
Starbucks, café estima, 5 oz	32	5 OZ	STARBUCKS	916005
Starbucks, coffee, pike place, decaf, 5 oz	32	5 OZ	STARBUCKS	11010721
Starbucks, coffee, veranda, 5 oz	32	5 OZ	STARBUCKS	01228
Starbucks, cup, 20 oz print	1	600 CT	STARBUCKS	011098808
tea, chai orig	6	32 OZ	OREGON CHAI	OC10040
Dough cookie chocolate chip	80	4 OZ	DAVIDS	18011
Dough Balls 5 oz	84	5 OZ	DEIORIOS	429

Appendix A: Certification

Explanation. This certification attests to the Vendor's awareness of an agreement to the content of this RFP and all accompanying provisions contained herein.

Action. This certificate immediately follows. Please ensure it is duly completed and correctly executed by an authorized officer of your company.

This Proposal is submitted in Response to Request for Proposal by SUNY Cortland Auxiliary Services. The undersigned, as a duly authorized officer, hereby certifies that

(Company)

agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions and provisions of the referenced Request for Proposal (RFP) and any addenda thereto in the event of an award. Exceptions may be noted only as stated in the RFP. The Proposal shall remain in effect for a period of ninety (90) calendar days as of the Due Date for Responses to the RFP.

Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Request for Proposal are:

(Name) (Title)

(Name) (Title)

Signature

Printed

Title

Date

F.E.I.N.