



REQUEST FOR PROPOSAL

RFP EFCUA-0124 NA Beverage Pouring Rights

Date of Issue: January 8, 2024
Bids Due: January 30, 2024

Project Schedule Summary and Deadlines:

- 1.) RFP Questions due no later than January 16, 2024 at 5PM.
- 2.) Contact Information Submission to be on Bidders List – January 16, 2024 at 5PM.
- 3.) Issue Answers to Questions: January 23, 2024 by 1:00 PM
- 4.) Proposals Due: January 30, 2024 by 4:00 PM
- 5.) Selection of Vendor: February 6, 2024
- 6.) Contract Negotiations: February 6 – February 23, 2024
- 7.) Target Date for completion of installation: **Prior to May 1, 2024**

Introduction

Request for Proposal-Exclusive Non-Alcoholic Beverage Pouring Rights at the Empower Federal Credit Union Amphitheater at Lakeview

ASM Global (hereinafter referred to as “ASM”) has been selected as the managing agent for the Empower Federal Credit Union Amphitheater at Lakeview (“Facility”) and is entered into an agreement with Onondaga County to manage and operate Facility for the County. Aramark has been selected as the Food & Beverage provider of the Facility.

This RFP is intended to allow ASM to identify and select a qualified proposer to provide these services at Facility. In evaluating the responses to this RFP, ASM reserves the right to consider all elements entering into determining the qualifications of the proposers.

Proposers are required to submit five (5) original completed and sealed proposals no later than the date and time below.

Submit responses and questions concerning this RFP to:

Empower FCU Amphitheater / ASM
Attention: Darci Sorbello, Committee Chair
800 South State Street
Syracuse, NY 13202-3017
Phone: 315.435.8000 Fax: 315.435.8099
Email: RFP@asmsyracuse.com

Proposals are due no later than 4:00 p.m. on January 30, 2024.

Section 1-General Instructions

1.1 Deadline for Proposal shall be received by ASM no later than 4:00 p.m. on January 30, 2024. Proposals may be hand delivered during business hours, Monday through Friday, 8:30 a.m. until 4:00 p.m., or sent via U.S. Mail or other courier (UPS, Fed Ex) to the address below. Facsimile and/or electronic proposals will not be accepted.

1.2 Addressee:

The Oncenter / ASM
Attention: Darci Sorbello, Committee Chair
800 South State Street
Syracuse, NY 13202-3017
Phone: 315.435.8000 Fax: 315.435.8099
Email: RFP@asmsyracuse.com

1.3 CLARIFICATION AND QUESTIONS REGARDING AND INTERPRETATIONS OF THE RFP AND CONTRACT DOCUMENTS

At any time during this proposal process up to January 16, 2024, Proposers may request, in writing, a clarification or interpretation of any aspect of the RFP and Contract Documents. Such written requests shall be made solely to Darci Sorbello, Committee Chair. ASM's written response to a request for clarification or interpretation will be sent to all proposers.

If it should appear to a prospective proposer that the performance of the work under the Contract or any of the matters relating thereto, is not sufficiently described or explained in the RFP or Contract Documents, or that any conflict or discrepancy exists between different parts thereof or with any federal, state or city law, ordinance, rule, regulation, or other standard or requirement, then the proposer shall submit a written request for clarification to the Committee Chair within the time period specified above. Any addenda prepared in response to a request for clarification will be sent to all proposers.

From the time of issuance of the RFP to final written notification of award by ASM, contact with any ASM employee, Committee Member, or Aramark employee, other than the Committee Chair in reference to this RFP, is strictly prohibited. Violation will result in disqualification of the proposer from consideration.

1.4 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A modification or a proposal already received will be accepted by ASM only if the modification is received prior to the proposal due date. All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposal.

A proposer may withdraw a proposal already received prior to the due date by submitting to ASM a written request for withdrawal executed by the proposal's authorized representative. The withdrawal of a proposal does not prejudice the right of a proposer to submit another proposal within the time set for receipt of proposals.

1.5 NOTIFICATION

ASM intends to complete evaluations in a timely and efficient manner. Qualified proposers may be selected to prepare formal presentations. Also, at its option, ASM *may* interview the proposers and request a Best and Final Offer ("BAFO"). ASM will notify all proposers in writing of the disposition of their response upon selection of the successful proposer.

ASM reserves the right to determine whether a proposal is responsive to this request for proposals, and it further reserves the right to award the contract in whole, or in part or not to award any contract and to reissue another request for proposals.

1.6 CONDITIONS AND LIMITATIONS

The proposals and any information made a part of the proposals will become part of ASM's official files without obligation on ASM's part to return them to the original proposer(s).

This RFP and the selected proposer's response will, by reference, become part of the formal Contract between ASM and the selected proposer resulting from this solicitation.

Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any ASM official, employee or Committee member for consideration of a proposal.

1.7 INSURANCE

The successful proposer shall be required to obtain and maintain in force at all times during the term of the agreement insurance coverage. The successful proposer shall be solely responsible for the cost of insurance. Such coverage shall be obtained from an insurance company licensed to do business in the State of New York. Evidence of coverage shall be provided to ASM within fifteen (15) days after the contract is awarded.

1.8 EXCLUSIVITY

The successful proposer will become the exclusive non-alcoholic beverage provider of the Facility for all non-alcoholic beverages, excluding coffee and mixers, whether packaged or fountain. The exclusivity excludes any special requests by a client as described below.

Once rights are established, ASM reserves the right to make other products available upon client's special requests. These special requests must be in the form of a written request to ASM for the products requested and will remain on file within the ASM offices and made available upon the successful proposer's request. The Contractor acknowledges and agrees that other products may be permitted to be served within the Facility, through ASM/Aramark.

SECTION 2 – Scope of Services, Products, Equipment and Sponsorship

GENERAL SCOPE OF SERVICES/PRODUCTS/EQUIPMENT - SMG

- 2.1 ASM desires a company that can provide the Facility with complete and detailed customer service, affordable, current and new products, as well as sponsorship and/or marketing dollars or equipment.

At a minimum, the following services are required to be furnished by the successful proposer selected:

- A. Proposer will provide brand new equipment for the new contract period. This will include and not limit to: refrigerated merchandisers (bottle, tabletop, etc.), insulated portable coolers, tankers, beverage bars etc. for the Facility. Proposers are required to submit with their proposal a listing of the equipment they would maintain at the Facility.

At a minimum, beverage equipment provided should include:

- (20) double door coolers
 - (20) 100-gallon tankers
 - (20) 288-quart arctic rolling bins
- B. Provide 24-hour service support for all equipment.
- C. Explain or describe the kind of collateral, funding, or sales materials your company will provide to ASM for the Facility and its users.
- D. Explain or describe any additional fees paid by your company to ASM for exclusive pouring rights within the Facility.
- E. Provide complete competitive product pricing in addition to any specialty items your company offers. Submit any proposals from affiliated companies with additional pricing.
- F. In addition to fees paid to ASM for the Facility, provide yearly rebate schedule for each product used by the Facility and purchased through the beverage company.
- G. Provide an initial framework for promotional support available to our Marketing Department to support event marketing efforts, including ability to utilize drivers as a street team to distribute posters/flyers for display in local stores. Ticket trade would be available for participating shows in exchange for promotional partnership.
- H. Provide a sustainable option for packaged water. The package must be either aluminum cans or plant-based cartons.
- I. Proposer must provide Zero sugar beverage and juice options.
- J. Proposer must provide a program that will promote a designated driver program for the Facility at no extra cost to ASM Global and/or Aramark.
- K. Proposer must commit to lock in the prices for the length of the contract with 3% or less price hike per year.
- L. Describe your plan of action and timeline for startup at the Facility, with target date for completion of installation **prior to May 1, 2024.**

SECTION 3 - TERM OF CONTRACT and EXERCISE OF OPTION

3.1 TERM OF CONTRACT

The term of this Contract shall be as follows:

Beginning on or about May 1, 2024 and continue thereafter through December 31, 2027.

3.2 TERM OF ASM'S CONTRACT

If the Management Agreement currently in effect between ASM and Onondaga County is terminated prior to the expiration of this Agreement, then this Agreement shall terminate on the date of termination of the Management Agreement.