



REQUEST FOR PROPOSAL

RFP 06-23PR NA Beverage Pouring Rights

Date of Issue: June 20, 2023

Bids Due: July 7, 2023

Project Schedule Summary and Deadlines:

- 1.) RFP Questions due no later than June 27, 2023 at 5PM.
- 2.) Contact Information Submission to be on Bidders List – June 27, 2023 at 5PM
- 3.) Issue Answers to Questions: June 30, 2023, by 1:00 PM
- 4.) Proposals Due: July 7, 2023, by 4:00 PM
- 5.) Selection of Vendor: July 14, 2023
- 6.) Contract Negotiations: July 17-28, 2023
- 7.) Target Date for completion of installation: **Prior to September 30, 2023**

Introduction

Request for Proposal-Exclusive Non-Alcoholic Beverage Pouring Rights
at The Oncenter (Convention Center, Arena, and Theater).

ASM Global (hereinafter referred to as “ASM”) has been selected as the managing agent for The Oncenter, and is entered into an agreement with Onondaga County to manage and operate The Oncenter (hereinafter referred to as “OC”) for the County.

This RFP is intended to allow ASM to identify and select a qualified proposer to provide these services at the OC. 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 three (3) original completed and sealed proposals no later than the date and time below.

Submit responses and questions concerning this RFP to:

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: PouringRightsRFP@asmsyracuse.com

Proposals are due no later than 4:00 p.m. on July 7, 2023.

Section 1-General Instructions

1.1 Deadline for Proposal shall be received by ASM no later than 4:00 p.m. on July 7, 2023. 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: PouringRightsRFP@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 June 27, 2023, 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 Syracuse Crunch 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 (building by building) 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 OC for all non-alcoholic beverages, excluding coffee and mixers, whether packaged or fountain, including vending machines in various Onondaga County facilities located in close proximity to the OC in Downtown Syracuse. 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 OC, through ASM.

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 OC 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: New fountain beverage dispenser equipment, refrigerated merchandisers (bottle, tabletop, etc.), insulated portable coolers, tankers, beverage bars etc. for all locations under this contract.. Proposers are required to submit with their proposal a listing of the equipment they would maintain at the OC.

At a minimum, beverage equipment provided should include:

Convention Center

Two Concession stands:

- 4- eight head fountain machines
- 4- two shelf bib racks (two shelving units stacked to create one tall unit)

Catering Services

- 10- Portable 6' beverage bars
- 4- bottle merchandisers for break services

Buildout and Special Event Areas:

- 4- medium (60 inch tall) standalone coolers
- 5- small (36 inch tall) tabletop coolers
- 2- portable beverage carts
- 8- recycling bins

War Memorial Arena

Eight Concession Stands, four additional concourse locations, All Who Served Club/Suites, Slapshot Tailgate Zone:

- 20- eight head fountain machines with 14- two shelf bib racks (some stands contain two shelving units stacked to create one tall four shelf unit)
- 2- bar guns with two shelf bib racks
- 7- large (77 inch tall) standalone coolers
- 8- medium (60 inch tall) standalone coolers
- 4- medium (60 inch tall) sliding glass double door coolers
- 6- small (36 inch tall) tabletop coolers
- 4 – portable beverage cart
- 10- recycle bins with lids
- 10- bottle merchandisers

Civic Center Theatres

Three bars and two storage rooms containing a total of:

- 5- large (77 inch tall) standalone coolers
- 3- medium (60 inch tall) standalone coolers
- 4- medium (60 inch tall) sliding glass double door coolers
- 10- small (36 inch tall) tabletop coolers
- 2- small (20 inch tall) tabletop coolers

- 4 – portable beverage carts

- B. Provide 24-hour service support for all equipment.
- C. The successful proposer will offer financial support towards the purchase and installation of a new digital signage system at both the War Memorial Arena and Civic Center Theaters in exchange for event advertising of the proposer's selected products at each digital location.
- D. Explain or describe the kind of collateral, funding or sales materials your company will provide to ASM for The OC and its users.
- E. Explain or describe any additional fees paid by your company to ASM for exclusive pouring rights within the OC's Nicholas J. Pirro Convention Center, John H. Mulroy Civic Center Theaters and Concourse and Concession Areas of the Upstate Medical Arena at The Oncenter War Memorial Arena.
- F. Provide complete competitive product pricing in addition to any specialty items your company offers. Submit any proposals from affiliated companies with additional pricing.
- G. In addition to fees paid to ASM for The OC listed above, provide yearly rebate schedule for each product used by The OC and purchased through the beverage company.
- H. Explain or describe plan to provide CO2 for fountain locations at no cost to ASM for The OC.
- I. Provide a list of clients for referral and future business or detail any sales support you will provide to ASM for The OC.
- J. 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.
- K. Provide a sustainable option for packaged water. The package must be either aluminum cans or plant-based cartons.
- L. Proposer must provide Zero sugar beverage and juice options.
- M. Proposer must provide a program that will promote a designated driver program for the OC at no extra cost to ASM Global.

- N. Proposer must commit to lock in the prices for the length of the contract with 3% or less price hike per year.
- O. Describe your plan of action and timeline for startup at the OC, with target date for completion of installation **prior to September 30, 2023.**

SYRACUSE CRUNCH SPONSORSHIP AGREEMENT

As a valued tenant of ASM and the OC, the successful proposer must engage in a sponsorship with the Syracuse Crunch Hockey Club (SCHC).

In exchange for the annual payments the successful proposer will receive the following benefits from the SCHC for the duration of the contract:

- Two (2) in-ice logos per season
- A 16-ticket suite for 18 games
- Twelve (12) season tickets, location to be mutually determined, excludes playoffs.
- Two-hundred and fifty (250) individual game tickets for use throughout the season, excludes playoffs.
- Exclusive advertising rights for non-alcoholic beverages (excluding coffee and mixers)
- Opportunity for Enter-to-Win Contests
- Opportunity for promotional nights
- Access to autograph pucks (as available and requested)
- Access to puck drops (as available and requested)

Successful proposer shall be responsible for the production and camera-ready artwork. However, the SCHC shall have the final approval of the design to ensure the image is consistent with the SCHC reputation.

Successful proposer shall provide SCHC with:

- a minimum of \$22,000 of in-kind product per season. The majority of product being either bottled water and/or sports drinks.
- (100) Water bottles and (100) towels annually
- Four (4) Gatorade coolers
- 3- large (77 inch tall) standalone coolers
- 6- small (36 inch tall) tabletop coolers

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 August 1, 2023 and continue thereafter through July 31, 2028.

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.