



112 College Road
Loch Sheldrake, NY 12759
845-434-5750
Fax 845-434-4806

June 29th 2020

Dear Prospective Proposer:

SUNY Sullivan Community College solicits proposals from qualified providers (herein referred to as the “vendor”) to provide a complete and comprehensive
REQUEST FOR PROPOSAL TO OPERATE
A FOOD SERVICE PROGRAM AT
SUNY Sullivan Community College
RFP:FSP-05-26-20

SUNY Sullivan Community College is seeking a food and beverage program that is dynamic, ever changing and evolving to keep up with trends while holding fast to its core principles which support a variety of opportunities for interaction and relationship building among students, faculty and staff. All proposals will be received by the Coordinator of Purchasing at the Purchasing Services Office until 3:30 p.m., Thursday, July 16th 2020

An online bid open will be held at 11:00 a.m. on July 20th at Sullivan County Community College, 112 College Road, Building H, Room H048, Loch Sheldrake, New York 12759.

Questions regarding this request for proposal may be directed to Stephen Samuel, at 845-434-5750, ext. 4267.

Thank you.

Very truly yours,

Stephen Samuel
Coordinator of Purchasing

LEGAL NOTICE

SULLIVAN COUNTY COMMUNITY COLLEGE

Requests for proposals for the following will be received by the office of Purchasing of Sullivan County Community College, 112 College Road, Loch Sheldrake, NY 12759 (845) 434-5750, extension 4267 until 3:30 p.m., Thursday,
Date July 16th 2020

REQUEST FOR PROPOSAL TO OPERATE
A FOOD SERVICE PROGRAM AT
SUNY Sullivan Community College
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Information regarding these BIDS may be obtained from the Purchasing Services Office at the above address or online at <http://www.sunysullivan.edu/purchasing/>. All bids are subject to terms and conditions therein set forth.

Stephen Samuel
Coordinator of Purchasing

REQUEST FOR PROPOSAL TO OPERATE

A FOOD SERVICE PROGRAM AT

SUNY Sullivan Community College

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Part I: GENERAL INFORMATION

A. Invitation

SUNY Sullivan Community College solicits proposals from qualified providers (herein referred to as the “vendor”) to provide a complete and comprehensive Food and Beverage Services Program.

SUNY Sullivan Community College is seeking a food and beverage program that is dynamic, ever changing and evolving to keep up with trends while holding fast to its core principles which support a variety of opportunities for interaction and relationship building among students, faculty and staff. This model recognizes and ensures that the quality of the food and service is a critical priority encompassing a variety of choices, and conveniently offered to the campus community. This includes customer service, competitive price/value, and the ability of the vendor to replace and/or rotate food concepts in a timely and cost effective manner along with ensuring the program is kept fresh and up to date, reflects customer preferences including incorporating nutrition and healthy choices, allergen and lifestyle choices and operates with an emphasis on sustainable programs and eco-friendly initiatives.

SUNY Sullivan Community College partner must be committed to providing a high level of food service at a variety of attractive and appropriate facilities at multiple campus locations. Vendor shall provide the College with all food service management and personnel, technical support, training, food products, supplies, materials, systems, and effort necessary to operate the Food and Beverage Services Program at a level of quality that consistently exceeds Board’s expectations.

B. Background

A. SUNY Sullivan Community College

SUNY Sullivan Community College is a component unit of the County of Sullivan, New York whose mission is to identify and provide appropriate goods and services.

B. SUNY Sullivan Community College

Our rural, 405-acre campus is nestled in the scenic Catskill Mountains less than two hours from New York City and Albany. It features a series of nine interconnected buildings plus the Paul Gerry Fieldhouse. Our campus buildings, including the Seelig Theatre located in the center of the complex, were designed by architectural firm Edward Durell Stone & Associates. Stone was famous for his work on the Museum of Modern Art and Radio City Music Hall in New York City, as well as the John F. Kennedy Center for the Performing Arts in Washington, D.C., among other public buildings and spaces. The Lazarus I. Levine Residence Hall and the EcoGreen Townhouses, both located just steps from campus, provide housing for nearly 300 students.

There were 1,647 students (930 full-time and 717 part-time) enrolled at the college, representing a demographically diverse group of individuals. In addition, 71 percent of these students are residents of Sullivan County. SUNY Sullivan is also a 100% tobacco free campus.

C. Standard Contract Clauses

Any contract resulting from this RFP shall include a Standard Contract Clauses and Affirmative Action Clauses), the provisions of which shall take precedence over any provision in the RFP.

D. Affirmative Action Policy

New York State Executive Order No. 6, regarding equal employment opportunities states:

It is the policy of the State of New York that equal opportunity be assured in the State's personnel system and affirmative action provided in its administration in accordance with the requirement of the State's Human Rights Law and the mandate of Title VII of the Federal Civil Rights Act, as amended. Accordingly, it is the responsibility of the State's Department of Civil Service to enforce the State's policy of ensuring full and equal opportunity for minorities, women, disabled persons and Vietnam era veteran's at all occupational levels of state government.

In keeping with this policy, SUNY Sullivan, mandate compliance internally and for all organizations with which it conducts business. The determination of contract award will include a review of evidence supplied by each offer regarding compliance with the State's Affirmative Action policy. Accordingly, a vendor's bid must include its organization's affirmative action policy, and agree that all presentations and materials will be free from racial, religious, or sexual bias.

E. Gramm-Leach-Bliley Act

In performing this contract vendor will receive, maintain process or otherwise will have access to confidential information on students and/or customers of SUNY Sullivan Community College. Pursuant to the Gramm-Leach-Bliley Act (P.L. 106-102) and the Federal Trade Commission's Safeguards Rule (16 CFR Part 314.2), vendor must implement and maintain a written Information Security Program in order to protect such customer information. Customer information is defined in relevant part under the Safeguards Rule as "any record containing nonpublic personal information as defined in 16 CFR §313(n)" (the FTC's Privacy Rule) "about a customer of a financial institution, whether in paper, electronic or other form" (16 CFR §314.2).

F. Bid Confidentiality

All Bids submitted for SUNY Sullivan Community College consideration will be held in confidence. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL). Therefore, if a vendor believes that any information in its Bid constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed if requested, pursuant to FOIL, (Article 6 of the Public Officers' Law), the vendor shall specifically identifying the page number(s), line(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential.

Failure by vendor to identify trade secrets will constitute a waiver by the vendor of any rights it may have under Section 89(5) of the Public Officers' Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the vendor may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire Bid be kept confidential is not advisable since a Bid cannot reasonably consist of all data subject to FOIL proprietary status.

G. Sustainable Procurement

It is expected that vendor will support the purchase of products that will minimize any negative environmental impacts of the contract. In order to facilitate a healthy market in sustainable products, all parties involved in the procurement and utilization of materials must engage in both waste recycling and the initial purchase of products containing recycled content. It is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products, including packaging and transportation products and methods.

H. Diesel Emissions Reduction Act of 2006 (the "Act")

The vendor certifies and warrants that all heavy duty vehicles, as defined in New York State Environmental Conservation Law (ECL) section 19-0323, to be used by the vendor, its Agents or Subcontractors under this Contract, will comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of Best Available Retrofit Technology ("BART") and Ultra Low Sulfur Fuel ("ULSD"), unless specifically waived by DEC. Qualification for a waiver under this law will be the responsibility of the vendor.

I. Information Security Breach and Notification Act

Vendor shall comply with the provision of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa and State Technology Law, Section 208). Vendor shall be liable for the costs associated with such breach if caused by vendor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of vendor's agents, officers, employees or subcontractors.

J. Iranian Divestment Act of 2012

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) is charged with developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

The successful Bidder (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on the contract to be awarded pursuant to this RFP any subcontractor that is identified on the prohibited entities list.

Additionally, the successful Bidder agrees that after the list is posted on the OGS website, should it seek to renew the contract, it will be required to certify at the time the Contract is renewed or assigned that it or its assignee is not included on the prohibited entities list.

During the term of the contract to be awarded pursuant to this RFP, should SUNY Sullivan Community College receive information that the successful bidder is in violation of the above-referenced certification, SUNY Sullivan Community College will offer the successful bidder an opportunity to respond. If the successful bidder fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then SUNY Sullivan Community College shall take such action as may be appropriate including, but not limited to, seeking compliance, recovering damages, or declaring the successful bidder to be in default.

SUNY Sullivan Community College reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

K. Indemnification

The successful vendor shall hold harmless and indemnify SUNY Sullivan Community College, and the State University of New York, their officers and employees from and against any injury, damage, loss or liability to persons or property resulting from or arising out of (a) the agreement, and (b) the acts, omissions, liabilities, or obligations of the successful vendor, any affiliate, or any person or entity engaged by the successful vendor as an expert, consultant, independent contractor, subcontractor, employee or agent.

L. Workers Compensation Insurance and Disability Benefits Coverage

All employees in the hire of the successful vendor shall be adequately and properly covered by Workman’s Compensation Insurance and Disability Benefits coverage in all work concerned in and about SUNY Sullivan Community College premises. Prior to

commencement of work, proof of coverage of Worker's Compensation Insurance and Disability Benefits Coverage will be required to be submitted.

M. Liability

The successful vendor will be responsible for the work, direction and compensation of its employees, consultants, agents and contractors. Nothing in the resulting agreement or the performance thereof by the successful vendor will impose any liability or duty whatsoever on SUNY Sullivan Community College but not limited to, any liability for taxes, compensation, commissions, Worker's Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.

N. Liability Insurance

Prior to the commencement of work, the successful vendor will provide, at its sole cost and expense, Certificates of Insurance which shall remain in force throughout the term of the agreement, or any extension thereof, from an insurance company authorized to do business in the State of New York.

Coverage shall include, at minimum:

- a. A bond, with penalty of not less than \$200,000, guaranteeing payment to the Association and College for theft of property or money.
- b. Commercial General Liability covering vendor's legal liability for bodily injuries and property damage shall be in the amount \$2,000,000 (combined single limit or equivalent)
- c. Professional liability shall be in the amount of \$1,000,000.
- d. Automobile Liability Insurance
- e. Appropriate Product Liability Insurance

Such policies shall name SUNY Sullivan Community College , and the STATE UNIVERSITY OF NEW YORK as additional insured on a primary and noncontributory basis. Such policy shall designate SUNY Sullivan Community College as the loss payee. The policy shall contain a provision that the Association, Inc. shall receive at least thirty (30) day notice prior to material change, cancellation, or expiration of any such policy. Each policy of insurance shall contain the following endorsement: "It is understood and agreed that the insurance company shall notify SUNY Sullivan Community College. in writing thirty days in advance of the effective date of any alterations in coverage or termination or cancellation of this policy."

The certificates of such insurance should be delivered to: SUNY Sullivan Community College @ 112 College Rd Loch sheldrake NY 12759. Vendor will be responsible to submit updated certificates throughout the duration of the contract term. When possible please send certificates electronically. Each Certificate must include the specific Contract number and the name of the Contract Officer. Vendor is required to obtain any permits, insurance, bonds, etc., normally required for his/her business and employees.

The vendor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

O. Additional Terms and/or Conditions

- a. The resulting agreement shall be binding upon its execution by both parties in writing. Such written consent will not be effective until signed by both parties.
- b. The agreement may be revised at any time upon the mutual consent of the parties in writing. Such written consent will not be effective until signed by both parties.
- c. The relationship of the successful vendor to the Association shall be that of independent prime contractor.
- d. Compliance with the post-employment restrictions of the Ethics in Government Act is required.
- e. The submission of a Bid constitutes a binding offer to perform and provide said services. Such binding offer shall be firm and not revocable for a period of 180 days after the deadline for Bid submission and will continue thereafter until the successful vendor notifies the Association otherwise, in writing. Such deadline may be further extended by mutual agreement.
- f. In the event successful vendor uses partners, subcontracts or subcontractors, the successful vendor will remain responsible for compliance with all specifications and performance of all obligations under the contract resulting from this RFP. For the resulting agreement, the successful vendor will be the prime contractor.
- g. SUNY Sullivan Community College will not be liable for any costs associated with the preparation, transmittal, or presentation of any Bids or materials submitted in response to this RFP.
- h. All Bids and materials submitted in conjunction with Bids shall become the property of the Association for use as deemed appropriate, respecting all copyrights.
- i. SUNY Sullivan Community College will be the interpreter of all contract documents and make the final determination of the intent and meaning of all contract documents including the vendor's bid. SUNY Sullivan Community College shall be the determinant and make the final determination.
- j. This RFP and the resulting contract shall be governed by the Laws of the State of New York.
- k. Public announcements or news releases regarding this RFP or any subsequent award of a contract must not be made by any vendor without the prior written approval of SUNY Sullivan Community College

- l. The successful vendor is responsible for compliance with all applicable rules and regulations pertaining to cities, towns, counties and State where the services are provided, and all other laws applicable to the performance of the resulting contract. The successful vendor shall provide all necessary safeguards for safety and protection as set forth by the United States Department of Labor and the Occupational Safety and Health Administration.
- m. Any firm or individual that participated in the development or preparation of this RFP is not eligible for award of the resulting contract.

P. SUNY Sullivan Community College has the right to:

- a. Reject any and all Bids received in response to this RFP in part or entirely.
- b. To terminate any resulting contract in the event it is found that the certification filed by the vendor in accordance with New York State Finance Law § 139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, SUNY Sullivan Community College may exercise its termination right by providing written notification to the vendor in accordance with the written notification terms of the contract.
- c. Request certified audited financial statements for the past two (2) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.
- d. Request references and contact any or all references.
- e. Waive requirements or amend this RFP upon notification to all vendors. Mandatory requirements may be eliminated if unmet by all vendors.
- f. Adjust or correct cost or cost figures with the concurrence of the vendor if mathematical or typographical errors exist.
- g. Negotiate with vendors responding to this RFP within the requirements necessary to serve the best interests of the SUNY Sullivan Community College
- h. SUNY Sullivan Community College reserves the right to change any dates specified for the review and selection process.
- i. Begin contract negotiations with another vendor in order to serve the best interests of SUNY Sullivan Community College should be unsuccessful in negotiating a contract with the successful vendor within an acceptable time frame.
- j. Request clarifications from vendors for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all vendors determined to be susceptible to being selected for contract award, prior to award.

- k. Termination without cause: Either party may terminate the resulting contract by giving ninety (90) days written notice to the other party.
- l. Waive minor irregularities.
- m. SUNY Sullivan Community College reserves the right to modify or amend the requirements of this RFP after its release. All vendors will receive written notification of any modifications to the requirements of this RFP. If any modifications make compliance with the original Procurement Timetable impractical, SUNY Sullivan Community College will adjust the timetable accordingly.
- n. Vendors who submit a Bid in response to the RFP may be required to give an oral presentation to representatives of SUNY Sullivan Community College.
- o. The successful vendor will be notified by the Association by telephone and confirmed by letter.
- p. By submitting a Bid, the vendor agrees that she/he will not make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any misinformation or lack of information.
- q. Vendors may be requested to provide evidence that the award of an Agreement will not result in a conflict of interest with regard either to other work performed by the vendor or to potential conflict of interest among vendor staff.
- r. Omissions, inaccuracy or misstatements may be sufficient cause for rejection of the Bid.

**Part II: GUIDELINES FOR PROPOSAL PREPARATION AND
SUBMISSION**

A. Proposal Submission Information

Proposals can be submitted by regular mail using the address stated below. Proposals must be submitted no later than **July 16th 2020**

Office of Purchasing Services
Sullivan County Community College
112 College Road
Loch Sheldrake, New York 12759
Attention Stephen Samuel
Coordinator of Purchasing
RFP:FSP-05-26-20

To receive consideration, proposals **MUST**:

- 1) Arrive no later than **July 16th 2020**

- 2) Comply fully with the Request for Proposal including all requirements, specifications, terms, conditions, and provisions detailed in this RFP;
- 3) Be submitted with one (1) electronic and (3) hard copy mailed to the above address; and
- 4) Be signed in ink by an individual authorized to contract.

Proposals submitted after **July 16th 2020** will not be considered.

SUNY Sullivan Community College reserves the right to reject any and all proposals, and will only award a contract to the vendor whose responses to the RFP best meet the needs and interests of the College.

B. Modification to the Proposal

Written modifications be considered unless specifically requested by the Association.

C. Evaluation of Proposals

The following criteria will be considered in the evaluation of proposals:

- Vendor's record of performance and service in higher education dining service operations;
- Vendor's conformance to the RFP's specifications, requirements, terms, conditions, and provisions;
- Vendor's overall vision (how well does the company understand the College);
- Executive summary elements;
- Technical elements;
- Management and staffing elements; and
- Financial elements.

SUNY Sullivan Community College will select a vendor based on the assessment of each proposal .. The contract will be awarded to the entity offering the most advantageous proposal as determined by SUNY Sullivan Community College. If a formal agreement cannot be reached with the selected vendor, SUNY Sullivan Community College reserves the right to offer the contract to the vendor deemed to have the second best proposal.

D. Procurement Timetable

SUNY Sullivan Community College has established the

following timeline for the RFP

On campus facility inspection and tour	TBD
Last day for receipt of written questions <i>(Please email questions to ssamuel@sunvsullivan.edu)</i>	July 16 th 2020
Last day for receipt of Proposals <i>(Please provide one electronic and one 3 hard copy)</i>	July 16 th 2020
Committee Approval	To Be Determined
Board of Directors approval	To Be Determined
Award Notification	To Be Determined
Finalization of Contract	To Be Determined
Contract Begins	To Be Determined

SUNY Sullivan Community College reserves the right to modify this schedule as necessary to meet the needs of the College.

PART III: DETAILED SPECIFICATIONS

A. Contract Term and Extensions

The contract shall remain in effect for an initial five (5) year time period; unless terminated, canceled, or extended as otherwise provided herein. Upon mutual agreement, both parties can reserve the right to extend the period of any resultant contract for five (5) supplemental period of one (1) year. In the event of contract extension, the vendor will be required to provide complete and current submittals prior to each extension which will include a five (5) year ‘Vision Plan’. Required submittals will include, but not necessarily be limited to, insurance certificates, financial statements, and resumes for new or replacement management and/or support staff.

B. Current Food and Beverage Service Summary

- a. One (1) cafeteria
- b. Catering

C. Program and Service Expectations

- a. Vision and Objectives

The successful vendor will be the one whose proposal reflects the most creative and comprehensive understanding of the College's needs along with advantageous financial terms and can best accomplish the mission of the food and beverage service program by:

- Providing a professional food service management provider that is a leader in the field, offers a best practice approach to the Food and Beverage program, and views the College as an incubator for new programs, services, technology, and management strategies.
- Providing a variety of safe, high quality food and service at a good value.
- Contributing to a quality experience for all students and the College community including visitors by maintaining high levels of satisfaction through the use of continuous feedback mechanisms and timely response to the feedback received.
- Being fiscally responsible including the efficient use of energy and water and being a good steward of SUNY Sullivan Community College provided resources. Utilizing benchmarking and goal measurement to monitor progress.
- Contributing to the College's sense of community through a holistic approach, one that is marked by distinctive destinations that foster relationship building and engagement matched with convenience options that fit consumer lifestyles; culinary skill and expertise; world class customer service; innovative use of technology and social media; and collaborative programming throughout the academic calendar.
- Contributing to a sustainable and healthful lifestyle.
- Making a visible and measurable contribution to the sustainability goals of the College, include maintaining and expanding the use of local and regionally sourced food products and marketing of the same.
- Embracing local partnership and joining the College and local initiatives, as appropriate.
- Maintaining a strong emergency management and crisis response program.
- Limited facility renovations and some back of house upgrades.
- Understanding of the College environment.

b. Programmatic Expectations

- Excellent quality food with ingredients, recipes, and fresh preparation methods that support good nutrition and a healthy lifestyle.
- An innovative portfolio of service concepts that provide:
 - Distinctive food and beverage destination;
 - Include a mix of national, regional, and locally owned brands that are popular with the campus community;
 - A thoughtful mix of service formats designed to satisfy a variety of consumer needs; and
 - Offers ordering, payment, delivery, and "to go" mechanisms that are responsive to consumer lifestyles.

- c. A diversity of food and beverage choices within operations and across the program:
 - Address the broad range of consumer preferences;
 - Include entrees and other offerings that address special needs; and
 - Offer a broad range of healthy choices.
- d. Hours of service that support student lifestyle needs across the campus community.
- e. Retail pricing to the consumer that is competitive with equivalent local and national branded food outlets.
- f. Catering program that offers:
 - Tiers of pricing, which are competitive with off-campus caterers, to the consumer;
 - A price tier designed to offer affordable pick-up menu for student groups;
 - Specially trained staff to work high-end events and develop a collaborative relationship with the consumer;
 - A variety of menu options that includes everything from everyday standard meals to customized menus, using as many locally sourced ingredients as possible; and
 - A commitment to provide outstanding food within a budget and an innovative presentation; and professional event planning assistance and leave behind information.
- g. Merchandising and food presentation that showcases the products and is attractive and appealing.
- h. An intentional and committed approach to staffing that results in:
 - Staffing levels that are matched to consumer demand so that service is fast and efficient; and
 - Friendly, courteous, knowledgeable, and professional employees that receive regular and comprehensive training in both technical and customer service skills.

D. Expectations of the Management Team

- a. An on-site management team that is the best in the field, and one that is exceptionally knowledgeable, experienced, competent and professional in managing all aspects of the College's Food and Beverage Service Program including experience in renovating existing facilities. The management team should be collaborative with SUNY Sullivan Community College its key members, and employees that would include a communication strategy which is proactive and accessible. The management team should convey a vision to its employees with regard to being passionate about meeting customer expectations and winning customer loyalty.

- b. District and regional management support that is present, involved, and responsive which enables on-site management to be nimble and effective decision makers, who shall routinely review and inspect operations, fill staff vacancies, and consult with Association and College representatives on current and future Food and Beverage Service Programs.
- c. An on-site management structure that provides dedicated managerial and supervisory resources for each business segment in the program, as well as appropriate administrative and technology support.
- d. Equipment preventative maintenance programs that are ongoing and result in good stewardship of SUNY Sullivan Community College resources.
- e. Financial control strategies that ensure a financially efficient Food and Beverage Services Program with a high level of accountability and financial reporting to the SUNY Sullivan Community College.

E. Human Resources Expectations

- a. Human resource practices that is industry leading and that support work place diversity and employee retention.
- b. A significant and ongoing focus on technical and service training for all employees and designed to maintain high standards across the program.
- c. Development and adherence to a continuous improvement and training philosophy founded on a comprehensive performance measurement program.

F. Wellness and Nutritional Expectation

- a. Careful attention to product mix to ensure a wide selection of nutritionally healthy, and healthily prepared and portioned foods at all services locations, with results that are measurable.
- b. Provisions of comprehensive information that is easily accessed by the customer on the content of foods served including ingredient statements for food allergies and sensitivities, and nutritional information on the Dining Program website.
- c. Provision for nutritional and allergen laddering at the point of service for each menu item.
- d. An ongoing program of customer education on issues pertaining to nutritional health, weight management, and overall wellness.

G. Marketing and Business Development Expectations

- a. An ongoing commitment to pro-active marketing/communications and business development in the areas of mandatory meal plans sales, voluntary meal plan sales, retail sales, and catering sales that is collaborative and coordinated with the Association and College in articulating a seamless message which includes quantitative success measurement.
- b. Marketing programs that not only increase participation but also stress customer loyalty and drives business to desired locations.
- c. Annual marketing plans customized to the Association's and College's unique needs and target audience, including creative use appropriate to social media avenues.
- d. Proactive analysis of new business opportunities in coordination with the Association and College, including potential for service expansion and additions.

H. Sustainability Expectations

- a. A commitment to recycling that, at a minimum, matches and evolves with existing recycling and sustainability programs.
- b. A commitment to track food waste daily and communicate the results to customers.
- c. A sustainability program designed to constantly evolve and minimally address the following areas:
 - Purchase and Transport of food – Minimization of environmental impact through the effective use of ecologically sustainable growing techniques; emphasis on utilizing local and regionally sourced food products; energy efficient transportation from farm to campus.
 - Energy and Water Conservation – Initiatives to ensure management, kitchen, and serving operations use resources efficiently through the effective deployment of resource-saving practices; staff trained to understand energy efficiency tactics and other sustainable preparation objectives.
 - Disposal – Minimization of waste; or otherwise reducing the impact of food waste. Use of ecologically sensitive packaging; use of recycling and other efficient waste disposal mechanisms.
 - Innovation and Education – Continuous evaluation and improvement of sustainability practices; innovation in sustainability; provision of education to employees about innovations and reasons for operational decisions on behalf of the SUNY Sullivan Community College.
 - Sustainable Design – Incorporation of sustainable design principles in construction projects undertaken on behalf of SUNY Sullivan Community College.
 - Sustainable Disposables – Use of disposable products that are environmentally friendly in all aspects of the Food and Beverage Service Program.

I. Food and Beverage Service Requirements

Vendors are charged with providing a Food and Beverage Service Program that thrives with vitality as evidenced in facilities, which includes facility aesthetics, facility flow and function, and excellent customer service.

PART IV: PROPOSAL FORMAT

The proposal must encompass and address all the expectations of the campus community as identified in Part III – Detailed Specifications of this RFP, as well as any provided Exhibits. So SUNY Sullivan Community College can systemically evaluate all proposals, please present your submittal in the following format. We recommend that you include concise but complete information about your company, emphasizing why you believe your company to be uniquely qualified to operate the contract for which you are proposing.

A. Executive Summary –

Provide an Executive Summary of your Technical Proposal. The Executive Summary should not only touch on all components of your Technical Proposal but also highlight those features that you believe best demonstrate the advantages of selecting your firm for the contract. The Executive Summary should clearly state your “vision” for the Food and Beverage Service Program and the steps you have proposed to reach that vision.

B. Technical Proposal –

a. Corporate Experience and Expertise

In order to evaluate the depth of your corporate expertise, provide key information about your corporate capabilities in the following areas. The narrative should include information on corporate-wide programs, performance standards and metrics, unique features, key initiatives and the corporate structures available.

- Background and Overview of the Company
- Provide a minimum of 2 additional current accounts similar in size and nature to the College’s needs, to include:
 - Client name;
 - Client contact name, telephone number and email address;
 - Description of service provided;
 - Length of account tenure; and
 - Revenue volume.
- Length of Corporate Expertise to support the account: (1 page each)
 - Menu and Culinary development;
 - Quality control of food and services;
 - Marketing;
 - Wellness;
 - Sustainability;

- o Food safety and sanitation;
- o Equipment and facility maintenance;
- o Cost control; and
- o Performance Measurements

b. Retail

Provide your proposed service concepts indicating the style of service (quick service, waiter service, etc), menu concept(s) and brand identity. The proposal should reflect the maximum creativity and range of choice that will accommodate a diverse clientele and their nutritional needs while balancing quick service, high quality and convenience. Attention should be paid to the desires of today's customer - quality products, rotational variety, authentic offerings and speed of service and variety are paramount, as well as the ability to take food "to go".

c. Catering

Catering program shall meet the needs of the College, which includes varying levels of service and pricing.

- Provide sample menus.
- Describe your operating standards for event planning, food quality, presentation, delivery, set-up, staffing and clean-up for events. In particular, describe the techniques you use to insure that the quality of service for catered events will meet or exceed the expectations of customers.
- Provide detailed information on the composition, features, and capabilities of the catering software you propose that will insure online ordering and invoicing.
- Describe your vision on how you will solicit and secure catering events on campus. Provide samples of leave behind brochures/guides for potential customers.

d. Year One Marketing Plan

- Provide your proposed Year One Marketing Plan for the Food and Beverage Services Program structure to meet the requirements outlined in the RFP. Your plan must be a custom plan developed for SUNY Sullivan Community College unique marketing needs. Each element of the proposed plan must include a description of how the vendor will measure success in implementing the plan, along with the specific performance measures that will be utilized.
- Describe who will be responsible for the development of the marketing plan and implementing marketing initiatives.
- Identify the annual financial commitment you propose to spend on Marketing, expressed as a percentage of sales (this commitment must also be reflected in your pro forma financial projections).

e. Wellness Program

Provide your proposed Wellness Program for the entire Food and Beverage Services Program based upon the Wellness and Nutrition Expectation outlined in Part III. Each element of the proposed plan must include a description of how the vendor will measure success in implementing the plan, along with the specific performance measures that will be utilized.

f. Sustainability Plan

Provide your proposed sustainability plan for the entire Food and Beverage Services Program based on the Sustainability Expectation outlined in Part III. Each element of the proposed plan must include a description of how the vendor will measure success in implementing the plan, along with the specific performance measures that will be utilized.

g. Capital Investment Plan (will also be incorporated into the Financial Proposal)

Provide your proposed capital investment plan for the Food and Beverage Services Program. The capital investment plan should cover the initial term of the contract only, and must include the following for each capital investment area/project:

- Narrative description of the proposed capital projects or narrative description of the proposed trade dress, signage, display equipment and smallwares investment unrelated to a major capital project;
- Implementation timeline from design through opening;
- Floor plans and rendering (desired) illustrating the implementation of the proposed capital project;
- Temporary dining requirements and proposed solution, where applicable;
- Itemized estimate of the total probable cost of the project; and
- Proposed vendor dollar investment.

h. Continuous Improvement Plan

Describe the Continuous Improvement Plan you propose for the entire Food and Beverage Services program, which at a minimum should include the following:

- Identification of key performance metrics and strategy for measurement and reporting;
- Strategies for monitoring customer satisfaction;
- Strategies for monitoring client satisfaction;
- Process for identifying improvement needs and remedying deficiencies; and
- Strategy for ensuring innovation over the life of the contract.

i. Proposed Pre-Occupancy Transition Plan:

Provide a detailed pre-occupancy transition plan that describes your process for transition and start up should your company be selected for the contract. Provide a list

of all tasks involved in the form of a critical path schedule and timeline. Identify members of the start-up team, their backgrounds, and roles/responsibilities with regard to the transition.

j. Monthly Reporting

The Association desires a “monthly client report” forwarded to the Executive Director within 15-days of the close of each month. A summary of the information to be provided:

- Individual profit and loss statement for each dining location in the aggregate, catering event and conference;
- In full disclosure and transparency reporting of volume allowance credits or vendor pricing rebates;
- Monthly commission report with revenue reported separately by retail location, catering and conferences; and
- Operating statistics for each dining location in the aggregate, including catering.

Provide a sample monthly report that would be provided.

k. Cost Savings Program

If your proposal for any of the previous sections contains specific cost savings programs to be implemented, provide specific performance examples where these programs have been implemented at other accounts with measurable savings.

C. Management and Staffing Proposal (part of the Technical Proposal)

Management and Staffing Proposal may be submitted in the same document/binder as the Technical Proposal. The Association has the right to conduct background checks on all employees. Please provide the following information:

- a. A narrative and accompanying organizational chart describing the proposed structure for the account. All management, supervisory, and support positions should be clearly identified.
- b. Provided detailed resumes for your proposed management and supervisory candidates.
- c. Provide a minimum of three examples for past performance initiatives stating the measurable outcome for each initiative for each of the management and supervisory proposed candidates.
- d. Be aware that some or all of these individuals may be asked to be present at an interview. The personnel identified must be the same personnel that will service the account. The switching of personnel is forbidden unless it can be demonstrated that is in the best interest of the Association and College.

- e. Provide the following:
- Proposed strategy for ongoing management and staff recruitment, training and retention for the account.
 - Provide a brief description of the practices/methods in place for evaluating both management and the staff and discuss your proposed incentive reward programs available for both managers and staff.
 - Discuss your policy (policies) regarding the hiring of existing dining service personnel.
- f. Provide your proposed staffing guide for each location, including management, full-time and part-time employees.
- g. Provide a brief description of staff uniform and employee identification to be provided by your company by food service location.

D. Financial Proposal

The Financial Proposal must be submitted as a document/binder that is separate from the Technical Proposal. Collectively, SUNY Sullivan Community College is providing the space, furnishing, most utilities, and most food service equipment for its Food and Beverage Services Program. SUNY Sullivan Community College expect the vendor to make a reasonable profit in providing the services outlined in this RFP, while maintaining offerings and programs that are high quality and provide good value.

a. Financial Structure and Narrative

Structure your financial proposal in a manner you feel is necessary.

b. Commissions

Commissions offered to SUNY Sullivan Community College for retail sales including retail food and beverage services, and catering services.

c. Capital Invest Plan (to be amortized over the base term contract)

Provide a summary of the proposed capital investment plan, as described in the Technical Proposal for the Food and Beverage Services Program. The summary should include the name of the venue receiving the investment along with the total capital investment dollars. The capital investment plan should cover the initial term of the contract.

d. Program Improvement Fund

Funding offered to SUNY Sullivan Community College for improvements to the Food and Beverage Services Program for fiscal years that have not been identified as capital

investments (from c above). Program Improvement Fund dollars are to be payable to SUNY Sullivan Community College by July 15 of the designated fiscal year. Program Improvement Fund dollars are to be used at the sole discretion of the Association.

e. Pro Forma Projections

Provide Pro Forma projections of revenue and expense for each year of the initial contract term, with all pricing escalated annually for inflation. When developing your projections, you must follow these guidelines:

- Food and Beverage Service and Catering.
 - Indirect Costs must be separately identified from Direct Costs and Management Fees, with each type of Direct Costs, Indirect Cost and Management Fee listed as a separate line item.
 - Provide a detailed schedule of any one-time transition or startup costs identified for Year One.

Financial Viability:

a. Financial Statements:

Submit current financial statements as certified by an independent CPA, or submit internal statements if certified statements are unavailable or have not been issued within the past twelve (12) months.

b. Indebtedness, Liens and Litigation:

- i. Submit a statement as to indebtedness, if any, to the Association.
- ii. Submit a listing of all outstanding liens, if any.
- iii. Submit a summary of litigation, if any, and its disposition.

The Proposer affirms as true, under the penalties of perjury, as follows:

- A. The prices in this Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other contractor or with any competitor;
 - B. The prices which have been quoted in this Proposal have not been disclosed knowingly by the Proposer, and will not be disclosed knowingly by the Proposer, directly or indirectly, to any other Proposer or to any competitor, prior to the opening;
 - C. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit a Proposal for the purpose of restricting competition;
 - D. Neither the undersigned, nor any partner, principal, officer, director, employee, stockholder, or any other person authorized by the undersigned or any of the foregoing persons, has offered or given any gratuity to any official, employee or agent of the SUNY Sullivan Community College New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.
- I/We offer the following terms, delivery and pricing, and certify that I am a bona fide agent, authorized to make offers on behalf of the firm:

COMPANY NAME

AUTHORIZED SIGNATURE

ADDRESS PRINTED

SIGNATURE AND TITLE

ADDRESS

TELEPHONE (LOCAL & TOLL FREE)

EMAIL

ADDRESS WEBSITE ADDRESS

FAX # FEDERAL ID #

DATE

Further information about the presentation process will be issued to the successful Contractors at the conclusion of the RFP process.

CONTRACTOR'S NAME: _____

NON-BIDDER'S RESPONSE

For the purpose of facilitating your firm's response to our request for proposal, SUNY Sullivan Community College is interested in ascertaining reasons for prospective bidder's failure to respond to "Request for Bids". If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are not responding to this "Request for Proposal" for the following reason(s):

Our services do not meet specifications.

Specifications not clearly understood or applicable (too vague, too rigid, etc.).

Insufficient time allowed for preparation of bid.

Incorrect address used. Our correct mailing address is:

Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is:

OTHER: _____

Thank you for your feedback and information regarding this RFP.

Request for Map of the Kitchen and seating area will be available.