

RFP No: #25-120624 – Concessions and Operations Services

**YOUNGSTOWN STATE UNIVERSITY
REQUEST FOR PROPOSAL**

Date Issued: December 6, 2024

Due Date/Time: February 28, 2025, at 2:00 PM

RFP #25-120624 – Concessions and Operations Services

Youngstown State University (YSU) is seeking a qualified service provider for Concessions and Operations Services under the direction of the Department of Intercollegiate Athletics at Youngstown State University events. These services must be in accordance with the terms, conditions, and requirements set forth in this Request for Proposal (RFP).

Proposals must be received by the due date/time specified above at the location below. Proposals received after the due date/time may be returned unopened to the Vendor.

Sign and deliver proposal, cover sheet, and schedules to:

Mailing Address:

Procurement Services
Jones Hall – 2nd Floor
Youngstown State University
1 Tressel Way
Youngstown, Ohio 44555

Phone: 330-941-3163
Attention: Alan Miller
Email: procure@ysu.edu
Email bids are permitted

Envelopes must be sealed and designated- RFP No: #25-120624 Concessions and Operations Services.

Note:

1. No public proposal opening will be held due to the complexity of responses and the need for committee review.
2. Completed Proposal Packages need to be received via a packet that includes an original printed hard copy and a flash drive. Email copies are acceptable.
3. Final results will be posted on the [Procurement Services Competitive Events](#) website.

By signing this document I am agreeing, on behalf of my firm, to the specifications of this RFP and accepting, without exception or amendment, [YSU's Purchase Order Terms and Conditions](#).

This is a five-year contract, beginning around July 1, 2025 (FY26) through June 30, 2030 (FY30), with an option for a five (5) year renewal.

Submitted by: Company _____

Authorized Signature _____

Name _____
(Printed Name) (Title) (Date)

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- **RFP TIMELINE AND SCHEDULE**
- **RFP ISSUED:** December 6, 2024
- **PRE-BID MEETING** (if necessary): TBD (Possibly virtual). This meeting is not mandatory.
- **RFP QUESTIONS DUE:** January 24, 2025, by 3:00 PM EST
- **RESPONSES TO QUESTIONS:** February 7, 2025, by 5:00 PM EST
- **NOTICE OF INTENT TO BID** (voluntary): February 14, 2025
- **RFP CLOSING DATE:** February 28, 2025, by 2:00 PM EST
- **PRESENTATIONS for FINAL SELECTEES:** Mid-March 2025
- **SELECT SUPPLIER / NEGOTIATE CONTRACT** (on or around): April 7, 2025
- **CONTRACT BEGIN DATE:** July 1, 2025

About YSU

YSU, an urban research university, emphasizes a creative, integrated approach to education, scholarship, and service. YSU places students at its center; leads in the discovery, dissemination, and application of knowledge; advances civic, scientific, and technological development; and fosters collaboration to enrich the region and the world.

YSU consists of the College of Graduate Studies and six undergraduate colleges: Beeghly College of Liberal Arts, and Education (BCLASSE), Bitonte College of Health & Human Services (BCHHS), Cliffe College of Creative Arts (CCCA), College of Science, Technology, Engineering and Mathematics (STEM), Williamson College of Business Administration (WCBA), and the Sokolov Honors College.

YSU is located on a 145-acre campus near downtown Youngstown, Ohio and is equidistant (approximately 60 miles) from both Pittsburgh and Cleveland. Fall 2024 enrollment was 12,150. More information about YSU is available online at [YSU website](#).

RFP Background

This request for proposals (RFP) is to provide qualified suppliers for Concessions and Operations Services for University athletic events under the direction of the Department of Intercollegiate Athletics and to be given an opportunity to present their qualifications, experience, and conceptual approach to providing the scope of services in relation to the needs of Youngstown State University. This RFP will provide interested service providers with sufficient information to prepare and submit proposals for consideration by Youngstown State University to satisfy the need for Concessions and Operations Services as noted below in the specifications.

SECTION I Definitions

Relative to this document, and any addenda incorporated therein, the following definitions apply.

Addendum: A written instrument, issued solely by YSU that details amendments, changes or clarifications to the specifications and terms and conditions of this RFP. Such written instrument shall be the sole method employed by YSU to amend, change or clarify this RFP, and any claims (from whatever source) that verbal amendments, changes or clarifications have been made shall be summarily rejected by YSU.

Agreement, Contract or Purchase Order: Award resulting from the RFP or Request for Quotation.

Bidder, Vendor, Awardee, Supplier: Respondent to the RFP or Request for Quotation.

May, Should: Indicates something that is requested but not mandatory. If the Vendor fails to provide requested information, YSU may, at its sole option, either request that the Vendor provide the information or evaluate the proposal without the information.

Proposal, Quotation: Response provided by Vendor.

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Proposal Closing Date: The date and time specified in this RFP by which the quotation or proposal must be received by YSU Procurement Services in accordance with Section II of this RFP. Proposals received after such date and time may not be considered.

RFP: Request for Proposal.

Shall, Must, Will: This indicates a mandatory requirement. Failure to meet mandatory requirements may invalidate the proposal or result in rejection of a proposal or quotation as non-responsive.

SECTION II

YSU Standard RFP Instructions and Agreement Terms

Vendors are cautioned to read this entire document carefully and to prepare and submit their response providing all requested information in accordance with the terms and conditions set forth herein. To be considered, Vendors must submit a complete response to this RFP in the format detailed by the specifications. Proposals must be dated, signed by an official authorized to bind the Vendor to the terms of the proposal and submitted to YSU in accordance with the instructions, terms and conditions of this RFP.

Youngstown State University reserves the right to:

- Accept or reject any or all proposals, or any part thereof, or to withhold the award and to waive, or decline to waive, irregularities in any proposal when determined that it is in its best interest to do so.
- Hold all proposals for a period of up to ninety (90) days after the opening date and to accept a proposal not withdrawn before the scheduled proposal opening date.
- Waive any informality or technicality contained in any proposal received.
- Waive any minor or major defect in the proposal.
- Conduct discussions with respondents and accept revisions of proposals after the closing date.
- Make an award based upon various selection criteria.
- Request clarification from any Vendor on any or all aspects of its proposal.
- Cancel and/or reissue this RFP at any time.
- Retain all proposals submitted in response to this RFP.
- Invite some, all, or none of the Vendor(s) for interviews, demonstrations, presentations and further discussion.
- Negotiate a possible contract and potentially solicit "best and final offers" from some or all respondents prior to or during this negotiation process.
- Award to one, some, or none of the Vendors who submit proposals.

Proposals received after the time for closing may be considered invalid.

Apart from the contact required for any on-going business at YSU, Vendors are specifically prohibited from contacting any individual at, or associated with, YSU regarding this RFP. Vendor communication shall be limited to the contact named on the cover page of this document.

RFP Terms and Instructions:

1. **Agreement Extension:** YSU reserves the right to extend any Agreement resulting from this RFP beyond the normal expiration date if YSU determines it to be in their best interest and the selected Vendor(s) agrees to the extension.
2. **Assignment:** Any Agreements entered into as a result of this offering may not be assigned by the selected Vendor without the expressed written consent of YSU and the participating members.

Compliance: Vendor warrants that both in the submission of its proposal and performance of any resultant purchase order or contract, Vendor will comply with all applicable federal, state, and local laws, regulations, rules, and/or ordinances.

3. **Confidential Information:** Any and all information, the release of which is prohibited by state or federal law(s) or regulation(s), including but not limited to the protections of the Family Educational Rights and Privacy Act (FERPA), and the Gramm Leach Bliley Act (GLBA) constitutes Confidential Information.

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Vendor agrees to hold the Confidential Information in the strictest confidence. Vendor shall not use or disclose Confidential Information received from or on behalf of the University or any of its students, faculty, or staff except as permitted or required by contract or by law, or as otherwise agreed to in writing by the University. Vendor shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted Confidential Information. Service Organization Control (SOC) Audit reports must be available if applicable to this event. Vendor shall abide by the Privacy and Security Rules as set forth by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

4. **Conflicts of Interest and Ethics Compliance:** No personnel of Vendor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to YSU in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless YSU shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any action would not be contrary to the public interest.
5. **Ethical Conduct:** It is expected that once an Agreement is issued, Vendors (awarded or not awarded) will not undertake any actions that might interfere with, or be detrimental to, the contractual obligations of YSU. YSU reserves the right to take any and all actions deemed appropriate in response to unethical conduct by a Vendor. Such actions include, but are not limited to, establishing guidelines for campus visits by a Vendor, and/or removal of a Vendor from YSU's Vendor list(s).
6. **Contact:** Apart from the contact required for any ongoing business at YSU, Vendors are specifically prohibited from contacting any individual at, or associated with YSU regarding this RFP. Vendor communication shall be limited to the contact named in this RFP document. A Vendor's failure to adhere to this prohibition may, at YSU's sole discretion, disqualify the Vendor's proposal.
7. **Evaluation:** If an award is made, the Vendor(s) whose proposal, in the sole opinion of YSU, represents the best overall value to YSU will be selected.
8. **Findings for Recovery (Ohio Revised Code Section 9.24):** Ohio Revised Code (O.R.C.) Section 9.24, prohibits the state from awarding a contract to any Vendor against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a proposal, Vendor warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. 9.24, prior to the award of any Contract arising out of this RFP, without notifying YSU of such finding.
9. **Hold Harmless:** It is understood that the Vendor, if awarded an Agreement agrees to protect, defend, indemnify, and save harmless YSU from any claims, suits, or demands for payment that may be brought against it due to the acts, errors, or omissions of Vendor in providing the services under this Agreement.
10. **Incurred Expenses:** The Vendor, by submitting a proposal, agrees that any costs incurred by responding to this RFP or in support of activities associated with this RFP shall be the Vendor's sole responsibility and may not be billed to YSU. YSU will incur no obligation of liability whatsoever to anyone resulting from the issuance of, or activities pertaining to this RFP.
11. **Minimum Insurance Coverages and Requirements:** The selected Vendor(s) shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, YSU shall not be deemed or construed to have assessed the risk that may be applicable to the selected Vendor(s). The selected Vendor(s) shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages.

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The selected Vendor(s) is not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Coverages:

- A. Commercial General Liability: ISO form CG0001 or its equivalent. Coverage to include:
- Premises and Operations
 - Personal Injury/Advertising Injury
 - Products/Completed Operations
 - Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract)
 - Independent Contractors

Limits Required: The selected Vendor(s) shall carry the following limits of liability:

[Minimum Insurance Requirements | YSU](#)

Additional Requirements:

Commercial General Liability (CGL) must include coverage for liability arising from products-completed operations and liability assumed under an insured contract.

If the CGL insurance has a general aggregate limit, then ISO endorsement CG2504 (03/97 Edition) or its equivalent must be added. The Designated Location(s) General Aggregate Limit must be maintained for the duration of the Agreement, and the limit must be twice the minimum required occurrence limit.

The selected Vendor(s) shall name YSU and its Board of Trustees, officers, employees, agents, and volunteers as Additional Insureds on ISO endorsement CG 2026 or its equivalent.

The CGL policy shall contain no endorsement or modification limiting the scope of coverage for liability assumed under a contract or liability arising from pollution.

All Policies:

- Must be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by YSU.
- Must include a Waiver of Subrogation Clause.
- May not be non-renewed, canceled, or materially changed or altered unless thirty (30) days advance written notice via certified mail is provided to YSU.

12. Non-Discrimination: In submitting their proposal or performing that which results from an award by YSU, the successful Vendor agrees not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, creed, religion, sexual orientation, national origin, sex, age, handicap or Vietnam era veteran status. The successful Vendor further agrees that every subcontract for parts and/or services for any ensuing order will contain a provision requiring nondiscrimination in employment as specified above. This covenant is required pursuant to Executive Order 11246, Laws and Regulations of the State of Ohio. Any breach thereof may be regarded as material breach of contract or purchase order.
13. Prohibition of Offshore Outsourcing: The Vendor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.

[Governor's Executive Order 2019-12D](#)

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The Vendor also affirms, understands, and agrees to immediately notify YSU of any change or shift in the location(s) of services performed by the Vendor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that is (are) outside of the United States.

The Vendor also agrees to disclose if requested by YSU all of the following:

- The location where all services under this Contract will be performed by any Vendor.
- The location where any state data associated with any of the services the Vendor is performing under this Contract, or seek to provide will be accessed, tested, maintained, backed up or stored.
- The principal location of business for any Vendors supplying services under this Contract.

If any Vendor performs services under this Contract outside the United States, the performance of such services shall be treated as a material breach of the Contract. YSU is not obligated to pay and shall not pay for such services. If any Vendor performs any such services, Vendor shall immediately return to YSU all funds paid for those services. YSU may also recover from the Vendor all costs associated with any corrective action YSU may undertake, including but not limited to an audit or a risk analysis, as a result of the Vendor performing services outside the United States.

YSU may, at any time after the breach, terminate the Contract, upon written notice to the Vendor. YSU may recover all accounting, administrative, legal, and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If YSU determines that actual and direct damages are uncertain or difficult to ascertain, YSU in its sole discretion may recover a payment of liquidated damages in the amount of two percent of the value of the Contract.

YSU in its sole discretion may provide written notice to Vendor of a breach and permit the Vendor to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, YSU may buy substitute services from a third party and recover from the Vendor any costs associated with acquiring those substitute services.

Notwithstanding, YSU permitting a period of time to cure the breach or the Vendor's cure of the breach, YSU does not waive any of its rights and remedies provided YSU in this Contract, including but not limited to recovery of funds paid for services the Vendor performed outside of United States, costs associated with corrective action, or liquidated damages.

The Vendor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of YSU. Any assignment or delegation not consented to may be deemed void by YSU.

14. Pricing: Vendors are asked to thoroughly explain their pricing structure in their response. YSU reserves the right to negotiate this and other pertinent terms with the selected finalist(s) and this could become one of the selection criteria used in the award process.
15. Proprietary Information: All evaluation criteria for proposals are non-proprietary and subject to public disclosure after Contract award. All proposals, except for items reasonably identified by Vendor as trade secrets or proprietary information, are subject to public disclosure under Ohio Revised Code Section 149.43. Vendor shall be solely responsible for protecting its own trade secret or proprietary information, and will be responsible for all costs associated with protecting this information from disclosure.
16. Provisions: If any provisions in the resultant Agreement are held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
17. Quality of Service: The successful Vendor(s) must be prepared to furnish continual high-quality service to YSU. Failure to do so may be considered just cause for cancellation of the Agreement.

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18. Right to Set-Off: Upon the occurrence of any default or breach of an Agreement resulting from this RFP by Vendor, the University shall have the right to withhold and set-off against any amount otherwise due to be paid to Service Provider, for the amount of any such cost, loss, damage, expense, liability, obligation or claim resulting from Vendor's default or breach of this Agreement. Neither the exercise of, nor the failure to exercise, such right of set-off will constitute an election of remedies or limit the University in any manner in the enforcement of any other remedies that may be available to it.
19. Sales Tax: YSU, as an instrumentality of the State of Ohio, is exempt from Ohio sales tax and federal excise tax, including federal transportation tax. An exemption certificate will be furnished by YSU upon request.
20. State Law: Any agreement entered into as a result this solicitation will be governed by the laws of the State of Ohio.
21. Use of Data: Vendor agrees that it will keep confidential the features of any technical or proprietary information furnished by YSU and use such items only in the production of items awarded as a result of this inquiry and not otherwise, unless YSU's written consent is first obtained.
22. Contract Term
 - a. The University intends to award multi-year Agreements. The length of the Agreements will be negotiated by the parties.
 - b. The University maintains the right to terminate this Agreement and any additions upon failure of the Vendor to abide by the terms and conditions of the Agreement and performance specifications. The University will give sufficient notice to correct all outstanding issues and deficient performance connected to this Agreement. If not corrected in the specified time, the University may notify the Vendor, in writing, of the intent to terminate the Agreement. The Agreement will be terminated sixty (60) days after notification.
 - c. No subcontracting or assignment of Agreement without prior written consent and approval of the University.
23. Revisions to RFP
 - a. In the event that it becomes necessary to revise any part of this RFP prior to the assigned return date, revision will be provided by YSU's Procurement Services, or designee, to all respondents involved in the RFP. Changes in the specifications will be provided to all respondents through an addendum made by Procurement Services.
 - b. YSU will be the sole determinant of whether any revisions/addenda should be issued as a result of any question or other matters, and may extend the proposal deadline, if in YSU's judgment such information significantly amends this solicitation or makes compliance with the original proposed due date impractical.
24. Selection Criteria
 - a. The selection of the successful Vendor(s) for this proposal will be determined solely by YSU. All proposals will be reviewed very closely for areas such as, but not limited to the following:
 - 1) Quality of products/services
 - 2) Ability to consistently perform (quality, delivery, lead-time, etc.)
 - 3) Program proposal that meets or exceeds YSU's needs
 - 4) Pricing and discounts offered (not singular determining factor)
 - 5) Size and scope of the promotional program

SECTION III

RFP Response Instructions

1. Vendors must submit questions to procure@ysu.edu. All questions must be submitted via email as indicated on the Schedule of Events and include **RFP No: #25-120624 – Concessions and Operations Services** in the subject line. Questions submitted by the deadline will be answered via email and will be sent to all RFP participants.

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2. During the YSU competitive proposal process, up to and including the issuance of an award letter, under no circumstances may a Vendor contact other individuals at YSU to discuss any aspect of this inquiry or attempt to influence the process. Failure of a Vendor to comply with this protocol may invalidate their proposal response.
3. Proposal Instructions
 - a. Provide notification of intent to bid (optional) via email to procure@ysu.edu no later than February 28, 2025, at 2:00 pm EST.
 - b. Complete the RFP cover sheet (page 1 of this RFP)
 - c. Complete Section IV of this RFP by submitting your responses directly into your proposal.
 - d. Proposal Package Requirements. The following MUST be included in the proposal-response package by the proposal due date/time; failure to do so may invalidate the proposal response:
 - (1) Signed and dated RFP cover sheet.
 - (2) Proposals exactly as specified in this RFP in both hard copy and on a flash drive.
Note: Some proposals may take time to be received by the email inbox, especially with larger files attached, so please send your proposal email in advance of the deadline and early enough to consider receipt lead time
 - (3) Agreement to all terms required within this RFP.

SECTION IV

Scope of Work and Proposal Specifications

Specifications: Youngstown State University seeks a qualified supplier for the Concessions and Operations Services for Youngstown State University. The University will select a supplier who specializes in comprehensive concession operations and management at athletic events/facilities providing a state-of-the art concessions solution for food and beverage service operations. The successful supplier must be able to provide first class, high quality, fast paced concessions, operating to support athletic events at the best possible price. The supplier shall provide YSU equipment, services, fees and pricing guarantees.

Successful Vendor must dedicate the resources necessary to implement vigorous and successful marketing and operations plans, specifically designed to support YSU's goals to:

1. Maximize resulting revenues and other benefits for YSU
2. Control costs for YSU, its students, faculty, staff, fans and visitors; and
3. Provide exceptional service and support to YSU and its constituencies

YSU's general goal is to enhance the concessions experience and increase net revenues by maximizing the availability of products, offering marketing and sales opportunities, and developing strategies that benefit the University and the concessions provider.

YSU is open to exploring suppliers that are willing to provide the following, but not limited to: (i) financial support, (ii) an offering of diverse products and technological/equipment support, (iii) support towards athletics, (iv) athletics and non-athletics sponsorship opportunities, (v) product donations, (vi) marketing and advertising, and (vii) concessions enhancements.

As a matter of note, beginning in July of 2025 and going through July of 2027, Youngstown State University will be renovating the Kilcawley Student Center and Christman Dining Hall. As these endeavors may be fluid, there may be instances where catering for special events such as orientation, preview days and mission critical programs that will be relocated in athletic facilities during renovation.

Specific requirements and Operating Historical Information can be found in Schedule B.

Contract Term

Along with the financial considerations, the Agreement will be quality and performance based. The Agreement shall cover requirements from July 1, 2025, through June 30, 2030. The terms of the Agreement will be a five (5) year Agreement with an option for an additional five (5) year renewal. Renewal shall be considered automatic if neither party notifies the other of its intent to terminate the contract at the end of the current period at least thirty (30) days prior to the current termination date. Any requested cost increases must be submitted ninety (90) days

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prior to expiration of the existing Agreement and must be accompanied by documentation of reasons for cost increase.

1. The University and the Vendor will negotiate addendums to specifications and the financial terms during periods and thereafter.
2. The University maintains the right to terminate this Agreement and any additions upon failure of the Vendor to abide by the terms and conditions of the Agreement and performance specifications. The University will give sufficient notice (minimum of seven (7) days) to correct all outstanding issues and deficient performance connected to this Agreement. If not corrected in the specified time the University may notify the vendor, in writing, the intent to terminate the Agreement. The Agreement will be terminated thirty (30) days after notification.

Selection Criteria

The selection of the successful Vendor(s) for this proposal will be determined solely by YSU. All proposals will be reviewed very closely for areas such as, but not limited to the following:

- Product net pricing. (Pricing will not be the sole determining factor in the selection process.)
- Vendor's ability to perform on a consistent basis and demonstrate delivery of quality product and service.
- Does the Vendor have similar contracts in place?
- Ability of the Vendor's program to meet YSU's needs.
- Any other information that may be provided that is deemed relevant to the selection process.
- Other items determined to be relevant.

Contractor Qualifications

Vendors shall have a minimum of five (5) years' experience in providing Concessions and Operations Services in a University or Stadium facilities, successfully performing jobs similar in size and complexity as described in specification. Contractor must provide as a part of the bid:

- Company history, which includes information regarding size and age of business, location(s), number of employees, annual sales volume, areas of specialization and unique qualifications, and experience working with other universities.
- Three (3) customer references for similar type contracts which will include company name, phone number, contact person and period of contract.
- Qualifications statement – (See Mandatory Requirements A.) This should be limited to a one-page document that articulates why your firm has the ability supply apparel to YSU.

Mandatory Requirements

- A. Qualifications Statement – Suppliers must be firmly established within the Concessions and Operations industry. Suppliers must be experienced and knowledgeable of contemporary food service promotional products. This document should articulate why your firm has the ability to fulfill the RFP.
 - Suppliers should submit information explaining their company including how long they have been in business, number of employees, annual sales volume, areas of specialization, describe special and/or unique qualifications and experience working with universities.
 - Describe the location of your office and any facility that will serve or support the account.
- B. Submission Materials – The following **MUST** be included in the response package.
 - Signed and dated RFP Cover Sheet
 - Schedule A: Vendor Information Sheet - Respond to all items in Schedule A: failure to do so may invalidate proposal from consideration
- C. Product Line/Services - Breadth of Product and Service Offering, including environmentally sustainable products and solutions.

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- Describe products that may be available from your company.
 - Provide copies of your current menu and product offerings from other university locations.
 - Describe Point of Sale Technology.
- D. Brand Identity - Supplier must be willing to work within an existing product contract for pouring rights which is currently Pepsico and the Pepsi Beverages Company. Although there are no other contracted Suppliers, we would encourage the awarded Supplier to allow the opportunity for products of Athletic Sponsors to be sold via concessions, as long as pricing is competitive, and product specifications meet the Supplier's needs.
- E. Product Responsibility -- All procurement and subsequent payments for products will be the responsibility of the successful Supplier. Provide all human resources, insurance, licensing, bonding, equipment, beverages and supplies to operate concession services at Youngstown State University.
- F. Supplier Diversity Initiative - Consideration will be given to State of Ohio Certified MBE suppliers. The supplier shall furnish information about its current State certifications.

Revisions to RFP

In the event that it becomes necessary to revise any part of this RFP prior to the assigned return date, revision will be provided by YSU's Procurement Services, or designee, to all Respondents involved in the project. Changes in the specifications will be provided to all Respondents through an addendum made by Procurement Services.

YSU will be the sole determinant of whether any revisions/addenda should be issued as a result of any question or other matters and may extend the proposal deadline, if in YSU's judgment such information significantly amends this solicitation, or makes compliance with the original proposed due date impractical.

Written requests for proposal results must include the proposal name, number, and closing date.

SCHEDULE B

YOUNGSTOWN STATE UNIVERSITY SPECIFICATIONS

YOUNGSTOWN STATE UNIVERSITY DEPARTMENT OF INTERCOLLEGIATE ATHLETICS ATHLETIC CONCESSION REQUEST FOR PROPOSAL

Intercollegiate Athletic Department
Youngstown State University
1 Tressel Way
Youngstown, OH 44555

1. Request for proposal for vendor to provide exclusive Concessions and Operations Services as needed for on-campus sporting events listed below to the Division of Athletics.

- A. Services at Stambaugh Stadium will include all Youngstown State University and High School football games.
- B. Provide concessions “presence” along with Alcohol sales in tailgate lots (M-70, M-72, M-81) at YSU home football games. Permits will be provided by Youngstown State University.
- C. Services at Beeghly Center will include all Men’s and Women’s Basketball games and Women’s Volleyball games.
- D. Services at Watt’s indoor facility will include Track Meets and may include Camps and Special Events.
- E. Services at Covelli Sports Complex, Farmer’s Field, Cafaro Field, Tennis Facility, Women’s Softball field, and any new athletic venues established on campus.
- F. All other special events will be agreed upon between vendor and the Athletic Department.
- G. Terms of contract will be 5 years – FY2026 – 2030 (July 1, 2025 – June 30, 2030) with an option to extend an additional 5 years – FY2031– 2036 (July 1, 2030 – June 30, 2035). Extension shall be negotiated ninety (90) days prior to end date of original contract by both parties.

2. Responsibilities of the Vendor

- A. To offer patrons a wide variety of menu choices, including but not limited to, nationally recognized brands, custom brands and the latest food concepts.
- B. Submit to the University for written approval, prior to the fact, any changes or modifications pertaining to menu, hours of operation, sanitation, and prices. University approval shall not be unreasonably withheld.

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- C. Be solely responsible for employee's compensation, including all applicable taxes, insurance, records, and payroll processing, applicable statutes and also for any losses incurred as a result of dishonest, fraudulent or negligent acts on the part of the company or any employee.
- D. Purchase, deliver, receive, prepare, serve and pay for all food and beverages necessary to provide proper food service as specified in the contract.
- E. Post in a conspicuous manner a menu board that shall be plainly readable stating the prices of all items available.
- F. Provide registers (or other point of sale equipment), credit card machines and credit services. Must have a merchant identification number and account availability. Credit card readers and licenses are the responsibility of the vendor with a minimum of one per concession stand.
- G. Will pay for service contracts for all registers and credit card readers.
- H. Will be responsible for supplying small wares and replacing any small equipment (under \$500) that needs replaced.
- I. Vendor may use non-profit groups to aid in serving in the concession stands and will payout a pre-determined percentage to such groups.
- J. Concession services restrictions:
 - a. In accordance with the University's exclusive Beverage contract, vendor must agree to offer only beverages made and/distributed by the existing awardee of the Youngstown State University Beverage contract. The current contract awardee is the Pepsi Beverage Company (through June 30, 2036).
- K. Responsible for securing coffee and hot chocolate distributor and accompanying equipment.
- L. Propose Financial Concessions Terms

Realize a reasonable financial return to the Division of Athletics based on the following sales levels:

<u>Concession Sales</u>	<u>Commission % of gross sales</u>
\$0 - \$200,000.00	15%
\$200,000.01 - \$275,000.00	21%
\$275,000.01 - +	23%

Tailgating beer sales will be commissioned at 17%.

Gross sales shall be defined as all sales of food, beverages, goods, merchandise and services in the food service operation.

Commission check will be due on the 30th day of the month following the YSU Fiscal Quarter.

Sales History

Academic Year

2023-2024 \$468,929
 2022-2023 \$427,838
 2021-2022 \$227,499* Covid Affected
 2020-2021 \$58,035 * Covid Affected
 2019-2020 \$239,994

2023 – 2024 Concession Event History

Facility	Event	NET SALES	# of events
Beeghley	BB – Women’s Total	\$29,298	14
Beeghley	BB DH Total	\$16,956	2
Beeghley	BB- Men’s Total	\$92,395	15
Beeghley	Trick or Pete Total	\$107	1
Beeghley	Volleyball - YSU Total	\$480	1
Softball Fld	Softball - YSU Total	\$1,104	4
Softball Fld	Softball - HS Total	\$2,769	4
Stambaugh	Band Night Total	\$5,931	1
Stambaugh	Football - HS Total	\$67,222	10
Stambaugh	Football - YSU Total	\$223,703	8
Stambaugh	Graduation Total	\$9,442	2
Watts	Track - HS Total	\$14,482	4
Watts	Track - YSU Total	\$7,619	7
Grand Total		\$468,929	73

- M. Vendor to provide meals for 8 officials, and 5 line judges for football games, and 3 officials for basketball games.
- N. Vendor to provide equipment necessary for their own proposed menu choices.
- O. Vendor to be present for all deliveries of goods.
- P. Vendor needs up-to-date appropriate Health Food & Safety Permits/Licenses.

3. Responsibilities of Athletics

- A. Provide required access to the facility and to those areas necessary for the operations of the proposed site, including loading and unloading areas.
- B. Provide to the premise electrical power, heat, air conditioning, and water and sewer services.
- C. Provide for the normal removal of all trash and garbage from the common areas of the building.
- D. Provide service and replacement of equipment currently owned by the University.
 (Equipment list to be determined in final contract.)

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- E. Will pay for services of the police to monitor tailgating lots.
- F. Permanent building fixtures and facility upgrades negotiated between Youngstown State University and vendor.