

UNIVERSITY OF OREGON
("University")

REQUEST FOR PROPOSAL
("RFP")

TITLE: Food Service Management Software and POS System
("POS System")

RFP No. AD2013-13

Proposals Due Not Later Than:

at Issuing Office.
Postmarks will not be considered.

Issuing Office:

ATHLETIC DEPARTMENT BUSINESS OFFICE
Attn: Sharon Bonin, Purchasing
2727 Leo Harris Pkwy
Eugene, OR 97401

Section I

General Information

Purpose: University is soliciting proposals from qualified proposers (“Proposer(s)”) for a Food Service Management and Point of Sale system for the Athletic Department’s Casanova Extension Building.

CASANOVA EXTENSION

The Casanova Extension is located at 2727 Leo Harris Parkway in Eugene Oregon and, when completed, will become part of larger complex of athletic purposed buildings including Autzen Stadium (football), PK Park (baseball), Pape Field (Soccer/Lacrosse), Moshofsky Center (indoor practice facility) and the existing Casanova building (office and administration).

The 135,000 square foot building will house the University of Oregon Football Operations including a 200+ seat dining room, a 25,000 square foot weight room and office space for football coaches and administration. In addition there are two theaters, nine squad rooms and two locker rooms for coaches and student-athletes.

The Casanova Extension will house a kitchen and dining area to serve student athlete meals (“Training Table”) throughout the calendar year. This service area will include a hot buffet with three action stations as well as beverage dispensers, and reach-in coolers for grab-and-go items. The full service kitchen will also support a satellite service/dining location at Matthew Knight Arena. While the Student Athlete will be the primary customer at Training Table, UO staff will be allowed to purchase meals on a limited basis.

- 1.1. Expected deliverables are listed in “Scope of Services,” below.
- 1.2. It is anticipated that the contract awarded under this RFP, will provide for the purchase of hardware and software and be inclusive of installation, training, service and a one (01) year warranty.
- 1.3. For additional information or clarification of requirements contact:

John Sargeant
2727 Leo Harris Pkwy.
Eugene, OR 97401
sargeant@uoregon.edu
541-346-5531

- 1.4. Unless otherwise specified, requests for clarification or change of the RFP document must be received by University in writing at least five business days prior to the Closing Date and Time. Requests for clarification or change must include the reasons for the clarification or change, and any proposed changes to specifications or provisions. University will consider all requests for clarification or change and, if appropriate, amend this RFP by issuing an addendum. University may extend the Closing Date and Time if such information significantly amends this solicitation or if University determines that compliance with the original proposed Closing Date and Time is impractical.
- 1.5. This RFP will be posted on the Oregon University System (OUS) website, under “Business

Opportunities,” accessible at <https://secure.ous.edu/bid/>. Any addenda will be posted to the OUS website. Proposers are responsible for monitoring the OUS website on a periodic basis for any modifications to the RFP. University will not issue individual notifications.

1.6. All proposals must be received by University's Issuing Office by 5:00 p.m. on or before April 15, 2013, 5:00 PM (“Closing Date and Time”). Postmarks will not be considered.

1.7. Issuing Office mailing and delivery address, phone and e-mail:

ATHLETIC DEPARTMENT BUSINESS OFFICE
Attn: Sharon Bonin, Purchasing
2727 Leo Harris Pkwy
Eugene, OR 97401

sbonin@uoregon.edu

ELECTRONIC submissions are encouraged.

Office hours for receipt of proposals are: Monday through Friday 8:00 a.m. to 5:00 p.m.

Section II

Scope of Services

The following goods and services will be provided by the successful Proposer:

2.1 Hardware:

1. (4) Customizable/Programmable Menu Display Screens for the service area,
2. (1) Customizable/Programmable Production Display screen for kitchen area,
3. (7) Portable tablet screens for Production Display
4. (3) Heat and Spill-Resistant Terminals,
5. (3) Magnetic Card Swipe Readers for Credit/Debit Cards,
6. (3) Integrated Printers (for customer receipts),
7. (1) Customizable/Programmable Touch Screen for remote ordering,
8. Wireless Capacity,
9. High-Speed Capacity,
10. Order Modifiers.

Additional hardware desired, (but not required):

1. (1) Bar code label printer
2. (3) Bar code reader for each POS terminal

Please specify any and all **other** equipment, hardware, and components required for the complete operation of the POS system.

2.2 Software:

The POS System software will be expected to integrate the food service operation from planning, ordering, receiving to production and service as well as serve as a tool to synthesize raw data into

information relevant for food service management.

Specific requirements of the POS system software include (but are not necessarily limited to):

1. Customizable ingredient/inventory database,
2. Ability to interface with vendors electronically,
3. Ability to perform inventory costing with real time vendor pricing,
4. Ability to generate orders manually or based on scheduled menus, demand and current inventory levels,
5. Ability to facilitate online ordering and issue purchase orders,
6. Ability to receive vendor shipments directly into database quickly and seamlessly,
7. Ability to build and develop recipes,
8. Ability to group recipes into categories,
9. Ability to combine recipes into menus and menu cycles for multiple teams and locations,
10. Ability to fully integrate with an Electronic Menu Boards system. POS system must allow for full and seamless compatibility with an array of currently available Electronic Menu Boards Systems,
11. Ability to generate production lists based on recipes and menus,
12. Ability to access system (recipes, etc) remotely through a wireless smart device or via internet.
13. Ability for customers to remotely place orders through a wireless smart device or touch screen,
14. Ability to process credit cards, debit cards, and integrate with UO ID card system,
15. Ability to create a bank deposit (report),
16. Ability to create customizable production/sales reports,
17. Ability to utilize software and inventory without a POS terminal,

Additional software capability desired, (but not required):

18. Ability to quantify and print nutritional data on labels.

2.3 Installation:

All POS System hardware, software, programming, components, connector cabling and connections, start-up, commissioning, and training required for a complete system shall be provided under this package. POS system must be fully operational and turned-over to the Owner by July 15, 2013.

2.4 Security and Compliance:

The University of Oregon does not allow credit card information to be stored on the University network (or any other property owned by the State of Oregon). Instead, a secure and fully –hosted third-party payment processing service, approved by the State of Oregon’s Office of the State Treasurer (OST) must be used. The requirements of this third-party service are below.

1. Oregon State Treasury must prequalify all third party service providers and payment applications used for customer credit/debit card or ACH/echeck processing before a university or state agency enters into a contract. Conditions of approval include:
 - a) Service providers must appear on VISA's Global Registry of service providers with a PCI DSS validation that is in good standing.
<http://www.visa.com/splisting/>
 - b) POS systems must appear on the PCI Security Standards Council list of PA-DSS validated payment applications with the specific hardware model and software version number referenced.
https://www.pcisecuritystandards.org/approved_companies_providers/vpa_agreement.php
 - c) If the solution will process ACH/eCheck transactions it must comply with NACHA Operating Rules Security Requirements and Oregon Consumer Identity Theft Protection Law.
 - d) The third party may not debit state/university bank accounts for fees. The third party must invoice the university for fees associated with the service.
 - e) If the company will collect moneys on behalf of the university, the funds received are considered public funds and must conform with ORS 293.265 and ORS 295 and deposits must be made directly into a State Treasury account within one business day. Generally, all credit card transactions are processed through Elavon and deposited directly into a university merchant bank account operated and managed by the Oregon State Treasurer.
2. University policy prohibits the storage, processing and transmission of customer credit card data on the university network or any other property owned by the State of Oregon.
3. Service providers with access to customer card data will notify the university within 24 hours if they suspect that a breach of security has occurred.
4. Service providers will sign a university contract addendum that names the company responsible for the protection of all customer card data in its possession, and liable for all costs associated with a security breach, that exposes this data as a result of their action or inaction.

Provisions of an approved third-party payment processing service as described above are a requirement under this package. Provide all associated proposed first time and ongoing operating costs, itemized separately, for said third-party service. Provide all said third-party service costs in a format that is separate from other POS System costs under this package. Include all required and expected costs over the initial 10-year period.

Vendor and systems are required to be knowledgeable of and fully compliant with the IT02 UO eCommerce Policy and associated University, Oregon University System, State of Oregon, Payment Card Industry (PCI) and Security Standards Council, or other applicable policies, standards, guidelines, procedures, regulations, and requirements.

2.5 Maintenance and Support:

Complete and organized Operations and Maintenance (O&M) Manuals inclusive of all POS System hardware and software, programming, use, and care, will be required prior to training and in a format and condition acceptable to the Owner as a condition of final acceptance and turn-over.

2.6 Warranty:

Full POS System warranty, inclusive of all labor, equipment, components, and materials, is required for a period of one (01) year following final POS System acceptance by the Owner and turn-over.

Section III

Information to be provided by Proposer in the Proposal

- 3.1 Proposals will include the business name, address and telephone number and email of the Proposer, and a cover letter summarizing the proposal.
- 3.2 Proposer will list names, titles, and qualifications of the key personnel who will be assigned to this project. Include concise business biographies or resumes of the key personnel who will be doing the work described in the proposal. This information must include their areas of expertise, and their experience with projects of similar scope and nature.
- 3.3 Proposer must include a detailed description of procedures and other aspects of the working relationship expected between Proposer's project manager and University's representative, **John Sargeant** as well as any other information deemed necessary for the fulfillment of the awarded contract.
- 3.4 Proposals must set forth the qualifications of the Proposer to perform the contract, including providing a firm resume, as well as a description of the resources available to Proposer to perform the project. Proposers will verify that the Proposer has any and all licenses (including, but not limited to, software licenses) necessary for the work contemplated under this RFP, as applicable.
- 3.5 Proposals must include a list of five clients and contact information for whom similar projects have been completed by the Proposer. These clients may be contacted by University for an evaluation and assessment of the Proposer's performance.
- 3.6 Proposals must include a full description of all deliverables identified in **Section 2** above.
 - 3.6.1 Hardware – Provide complete and detailed descriptions of all hardware proposed to be provided including, but not limited to product data, mounting/support needed, backing requirements, power requirements, communications/signal requirements, points of connection locations, connection/plug specifications and networking capabilities/specifications.
 - 3.6.2 Software – Describe the software's capabilities in the integration of a food service operation from planning, ordering, receiving to production and service, highlighting the particular abilities outlined in section 2. Provide examples of tools/reports that synthesize raw data into information relevant for food service management.
 - 3.6.3 Installation – Provide a detailed and descriptive timeline for installation and activation, including product lead times, required durations on site, complete programming, training and required involvement from university personnel.
 - 3.6.4 Security and Compliance – Provide a complete and detailed description of the POS System's ability to take, process and store credit card and debit card information, as well as necessary firewall configuration and other measures to protect data.
 - 3.6.5 Maintenance and Support – Provide a complete and detailed description of all required and expected maintenance, including upgrades and replacements to be incurred over the initial 10-year period. Describe associated support services, service availability and contact

information of service personnel that would be responsible for this account, response time, hourly and/or per call rates and all other applicable costs, terms and conditions.

3.6.6 Warranty – Provide options for extended warranty for the initial 10-year period.

3.7 An itemized budget of cost estimates for goods and services. The itemized budget must set forth a total price.

Section IV

Proposal Procedures

- 4.1. Proposals must be in writing and must be signed by an authorized representative of the Proposer. Alterations or erasures must be initialed in ink by the person signing the Proposal Statement. No verbal proposals will be accepted.
- 4.2. Proposals may be submitted manually or electronically, (electronic submissions are encouraged).
- 4.3. Unless Proposers are specifically authorized by this RFP to take exceptions or to leave terms open to negotiation, proposals will be a complete offer and fully responsive to this RFP, and must include all information required herein to be evaluated and considered for award. Failure to do so may be deemed sufficient cause for rejection of the proposal as “non responsive.”
- 4.4. Although the general criteria to be used for final evaluation has been provided in this RFP; it is not intended to limit imagination or creativity in preparing a proposal that will accomplish the same goals and expectations.
- 4.5. Submission of a proposal constitutes a firm, binding and irrevocable offer for a period of 90 days following the Closing Date and Time.
- 4.6. If University deems it necessary to amend this RFP, an Addendum will be prepared and posted to the OUS Business Opportunities webpage: <https://secure.ous.edu/bid/>. Proposers are responsible for monitoring OUS for any amendments to the proposal. Proposers will not receive an individual notification.
- 4.7. University reserves the right to inquire in writing, and meet with individuals or representatives of a Proposer, for the purpose of clarification of points made in its proposal.
- 4.8. University reserves the right, at its option, to reject any or all proposals. University reserves the right to waive minor informalities and irregularities in proposals.
- 4.9. University is not responsible for any costs of any Proposer incurred in connection with submitting or presenting its proposal. All Proposers who respond to solicitations do so solely at their own expense.
- 4.10. Proposers agree that University will have the right to review and require modification of any terms or definitions used in the final contract. Failure to agree upon acceptable contract definitions or terms may result in cancellation of the proposed award.

- 4.11. This RFP and one copy of each original proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be retained by University's issuing department for the required retention period, and made a part of a file or record which will be open to public inspection. If a proposal contains any information that is considered a "trade secret" under ORS 192.501(2), the Proposer must mark each sheet of such information with the following legend:

"This data constitutes a trade secret under ORS 192.501(2), and will not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

Failure to mark a specific page with the legend set forth in this Section will conclusively establish that the information on that page does not constitute a trade secret as defined in ORS 192.501(2).

The Oregon Public Records law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies "unless the public interest requires disclosure in the particular instance". See ORS 192.501(2). As such, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

Proposals in which the entire document is marked or otherwise identified in its entirety as confidential or a "trade secret" may be rejected.

- 4.12. University plans to award this project to the firm or individual who best meets the selection criteria detailed in this RFP.
- 4.13. Proposal responses must clearly identify the question or request to which the Proposer is addressing and restate the Section number with each response. All responses must be organized in the order in which the question or request was presented in the RFP. Proposals that do not follow the format described in this RFP may at University's sole discretion be deemed "non-responsive," and receive no further consideration.
- 4.14. All proposals submitted in response to this RFP become the property of University. By submitting a proposal in response to this RFP, Proposer grants the University a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the proposal solely for the purpose of evaluating the proposal, negotiating a Contract, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Laws, proposals, including supporting materials, will not be returned to Proposer.

Section V

Evaluation and Award

- 5.1 Proposals will be evaluated by a committee consisting of representatives of the requesting University department, and other interested individuals, as University deems appropriate ("Committee").

5.2 The evaluation process will involve an evaluation and allocation of points to all responsive proposals. The Committee will evaluate each responsive proposal received, as follows:

Proposal is Complete, Accurate, and Meets all Requirements of the RFP, 10 Points

This score is applicable to the overall quality of the proposal, including complete and accurate information, as well as compliance with all requirements of the RFP and Arena Project.

Experience on Like or Similar Venues / Facilities, 20 Points

System Capabilities and Qualifications of the Proposing Firm / Team, 25 Points

This score is applicable to the system capabilities, including meeting or exceeding performance requirements stipulated in the RFP, flexibility, ability to perform the scope as outlined in the RFP, and qualifications of all, suppliers, and key personnel proposed for this Project.

System Cost, 25 Points

This score is applicable to hardware, software, installation and maintenance/service and warranty costs.

5.3 It is anticipated that the Award Notice will be released on or about April 30, 2013.

5.4 Protest of the selection or award may be made pursuant to the conditions and limitations of OAR 580-061-0145.

Section VI

Contract Award

- 6.1 The contract award will be pursuant to a separate agreement, incorporating relevant provisions of both the RFP and the successful Proposer's response either by actual written incorporation or incorporation by reference and any additional contractual language that may be required by University policy or by law.
- 6.2 If you have questions or concerns regarding any of the terms and conditions contained in this RFP, you must address those during the time prescribed for questions.
- 6.3 No additional or supplemental terms and conditions submitted by a Proposer as part of its response will be evaluated or considered. If additional or supplemental terms and conditions, either intentionally or inadvertently appear separately in a Proposal (e.g. in transmittal letters, specifications, literature, price lists or warranties), it is understood and agreed that the terms and conditions contained in this RFP are the only terms and conditions applicable to this RFP and any ensuing Agreement, and the Proposer's authorized signature affixed to its Proposal attests to this.
- 6.4 If you condition your Proposal on any additional terms and conditions, which have not been accepted by a written addendum to the RFP, your Proposal may be deemed nonresponsive.

Section VII

Proposal Statement

I have read all of the terms and conditions of this Request for Proposal (RFP). I understand that by signing below and submitting my Proposal, if awarded the contract, I will be bound by the terms and conditions of this RFP and my Proposal.

Certificate of Compliance Oregon State Laws

I, the undersigned, being first duly sworn,

Please Initial

_____ hereby affirm, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Proposer's knowledge, Proposer is not in violation of any of the tax laws described in ORS 305.380(4).

_____ certify under penalty of perjury that Proposer is aware that the State Board of Higher Education has instituted policies that prohibit sexual harassment that Proposer will adhere to University's policy prohibiting sexual harassment in their interactions with members of University's community.

_____ certify under penalty of perjury that Proposer does not discriminate on the basis of age, disability, national origin, race, marital status, religion, sex, or sexual orientation.

_____ certify under penalty of perjury that Proposer has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining required subcontracts.

Business Designation (check one):

Corporation Partnership Sole Proprietorship

Governmental/Non-profit Limited Liability Company

Women Owned Self Report State Certified #

Minority Owned Self Report State Certified #

Emerging Small Business Self Report State Certified #

Above information must be provided prior to the Closing Date and Time for the proposal to be considered responsive.

RFP Project Name: _____

RFP Number: _____

The individual(s) signing this Proposal Statement warrants under penalty of perjury that they have authority to bind the Proposer by their signature.

Signature: _____

Dated: _____

Name: _____

Title: _____

Firm: _____

Address: _____

E-mail: _____

Phone: (____) _____