

PROJECT MANUAL FOR

**WESTERN OREGON UNIVERSITY
VENDING AND FOUNTAIN
SERVICES**

Furnish Vending and Fountain Services
Western Oregon University Campus
Monmouth, Oregon

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VENDING AND FOUNTAIN SERVICES

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OREGON UNIVERSITY SYSTEM

ADVERTISEMENT FOR BIDS

WOU University Vending and Fountain Services Contract

This is a request for bids on a Vending and Fountain Services contract for our University. Bids are due **2:00 PM Monday, July 1, 2013.**

WESTERN OREGON UNIVERSITY
INVITATION TO BID

DATE: 05/29/2013

BID TYPE: Service Contract

ITEM SUMMARY: Furnish fountain soft drink syrup service, vending service and canned/bottled soft drink products to Western Oregon University (WOU).

CONTRACT PERIOD: Five Years - from August 15, 2013 through August 14, 2018.

BID CLOSING DATE: Bids must be received at Western Oregon University, Business Office, Attention: Stan Hagen, 345 N Monmouth Ave, Monmouth, Oregon 97361, by **2 p.m., Monday, July 1, 2013**. Bids received after the time fixed will not be considered. Bids will be opened at the time stated above.

PROJECT COORDINATOR: Stan Hagen **TELEPHONE NO:** 503-838-8174
Any questions regarding this Bid Proposal please contact the Project Coordinator (Stan Hagen) at above number or Karen Nelles (Director of Campus Dining) at 503-838-8382. FAX 503-838-8014.

METHOD OF AWARD: This bid shall be awarded on an "all or none" basis. Award will be given to the lowest responsive bid from a responsible bidder.

WOU reserves the right to withdraw any item from the award if it is in the best interest of WOU to do so. WOU reserves the right to reject any or all bids.

BID BOND/PERFORMANCE BOND: None required

BIDDERS NOTE: The apparent best bidder must provide all required proof of insurance to the Western Oregon University Business Office within ten (10) business days of notification of award. Failure to present the required documents within ten (10) business days may be grounds for bid rejection.

The Contractor shall be responsible for ensuring that all persons performing work under this contract are protected by Workers' Compensation in accordance with applicable state and federal laws.

Contractor shall commence no work under this contract until all insurance requirements have been met and a Notice to Proceed has been issued.

FORM OF PROPOSAL

I, the undersigned, submit the following bid for furnishing the following products and service to Western Oregon University located at Monmouth, Oregon, as indicated in the bid documents.

PART 1 – VENDING SERVICES

WOU reserves the right to determine the vending prices.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EST ANNUAL USAGE</u>	<u>VENDED PRICE PER BOTTLE</u>	
			<u>thru 08/15/15</u>	<u>thru 08/14/18</u>
1.	20 oz. Bottles	21, 000	\$1.60	\$1.75
	Percentage commission per bottle		_____ %	_____ %

Brand names offered – attach separate page, if needed.

- a. Cola product _____
- b. Diet Cola product _____
- c. Caffeine Free Diet Cola _____
- d. Lemon-lime product _____
- e. Orange product _____
- f. Root Beer product _____
- g. Optional – Other product(s) – indicate brand and size

PART 2 – SYRUP SERVICES & BOTTLED DRINKS

<u>Item</u>	<u>Post Mix Syrup Bag in the Box</u>	<u>Estimated Annual Use</u>	<u>Price Per Gal</u>	
			<u>thru 08/15/15</u>	<u>thru 08/14/18</u>
1.	Cola	320 Gal	\$	\$
2.	Diet Cola	175 Gal	\$	\$
3.	Lemon-Lime	155 Gal	\$	\$
4.	Root Beer	50 Gal	\$	\$
5.	Other	1 ,841 Gal	\$	\$

(Please provide list of available flavors – carbonated, non-carbonated, diet.)

<u>Bottled Drink</u>	<u>Approx. Usage</u>	<u>Qnty/Case</u>	<u>Case Price</u> <u>thru</u> <u>08/15/15</u>	<u>thru</u> <u>08/14/18</u>
6. Cola, 12 oz Cn	368 CS	24/CS	\$	\$
7. Cola, Diet, 12 oz Cn	251 CS	24/CS	\$	\$
8. Lemon-Lime 12 oz Cn	148 CS	24/CS	\$	\$
9. Root beer, 12 oz Cn	188 CS	24/CS	\$	\$
10. Cola, Cherry, 12 oz Cn	184 CS	24/CS	\$	\$
11. Water, Enhanced, 20 oz	432 CS	24/CS	\$	\$
12. Cola, Cherry, 20 oz	28 CS	24/CS	\$	\$
13. Cola, Cherry, Diet, 20 oz	42 CS	24/CS	\$	\$
14. Cola, 20 oz	65 CS	24/CS	\$	\$
15. Cola, Diet, 20 oz	52 CS	24/CS	\$	\$
16. Root Beer, 20 oz	84 CS	24/CS	\$	\$
17. Lemon-Lime, 20 oz	22 CS	24/CS	\$	\$

18. OTHER EQUIPMENT: No charge for equipment maintenance and other equipment.

Replacement water filter for Post Mix Dispenser No Charge

PART 3 – ADDITIONAL CONSIDERATION

Additional consideration of **a minimum of \$15,000** per year will be paid to the University. Payment shall be made to Western Oregon University on or about August 15 of each year indicated. Please indicate the amount you would pay on each date as Additional Consideration.

FIVE ANNUAL PAYMENTS	August 15, 2013	_____
	August 15, 2014	_____
	August 15, 2015	_____
	August 15, 2016	_____
	August 15, 2017	_____

PART 4 – REFERENCES

Please provide information as indicated on the attached Bidder Qualifications and Reference Form.

Each bidder must read and comply with the following sections. Failure to do so may result in bid rejection.

1. The work shall be completed within the time stipulated and specified in the Bid Documents.
2. The Undersigned certifies that: (1) This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid designed to limit independent bidding or competition; and (2) The contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any Bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bid.
3. The Undersigned **HAS, HAS NOT** (circle applicable status) paid unemployment or income taxes in Oregon within the past 12 months and **HAS, HAS NOT** (circle applicable status) a business address in Oregon.
4. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, Worker's Compensation Insurance will be provided by:

Policy No. _____

5. I, the undersigned duly authorized representative of the Bidder, hereby certify that the Bidder is not, to the best of my knowledge, in violation of any Oregon tax law.

BIDDER QUALIFICATIONS AND REFERENCE FORM

Note: Failure to provide complete information may be cause for Bid rejection.

1. Business Name
2. Owner Name
3. Business Address
4. Business Telephone No. Daytime: Eves/Weekends:
5. Number of Employees Annual Sales \$
6. Date Business Established
7. Name, Address and Telephone No. of Insurance Agent(s)

For This Bid Only:

1. Name of Contract Supervisor _____
(First) (Last)

2. Business Telephone No. Daytime: Eves/Weekends:

3. Business Address

4. References
 - A. Firm Name
Address
Name of Reference
Position
Title
Telephone

 - B. Firm Name
Address
Name of Reference
Position
Title
Telephone

 - C. Firm Name
Address
Name of Reference
Position
Title
Telephone

WESTERN OREGON UNIVERSITY
STANDARD INSTRUCTIONS TO BIDDERS

All bids are subject to the provisions and requirements of the Oregon Revised Statutes, the Attorney General's Model Public Contract Rules and the Administrative Rules of the Oregon State Board of Higher Education.

BID PREPARATION

BID FORMAT: Bids must be typewritten or prepared in ink and must be submitted on the form provided in the Invitation to Bid or Request for Proposal. Unless otherwise indicated in the ITB or RFP, no oral, telegraphic or telephone bids will be accepted.

In a joint effort to save costs, reduce waste and product energy savings, bidders are encouraged to use double-sided printing on standard 8-1/2" x 11" paper and recyclable binders (when use of binders is indicated). Bidders are highly encouraged to refrain from submitting bid responses in 3-ring binders, spiral bindings, and other non-recyclable presentation folders.

CONFORMANCE TO BID REQUIREMENTS: Bids must conform to the requirements of the Invitation to Bid or Request for Proposal. All necessary attachments (residency statement, bid bond, references, descriptive literature, etc.) must be submitted with the bid and in the required format. Bid prices must be for the unit indicated on the bid. Failure to comply with all requirements may result in bid rejection.

ADDENDA: Only documents issued as addenda by the WOU Business Office serve to change the ITB or RFP in any way. No other direction received by the Bidder, written or verbal, serve to change the ITB or RFP document.

USE OF BRAND OR TRADE NAMES: Any brand or trade names used by WOU in bid specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Bidders may submit bids for substantially equivalent products to those designated unless the Invitation to Bid provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to purchaser's approval.

PRODUCT IDENTIFICATION: Bidders must clearly identify all products bid. Brand name and model or number must be shown. WOU reserves the right to reject any bid when the product information submitted with the bid is incomplete.

FOB DESTINATION: Unless specifically allowed in the ITB or RFP, **BID PRICE MUST BE F.O.B. DESTINATION** with all transportation and handling charges paid by the bidder.

DELIVERY: Delivery time must be shown in number of calendar days after receipt of order.

DELINQUENT OREGON TAXES: Bidders must certify, under penalty of perjury, that they are not in violation of any Oregon tax laws. No contract for the purchase of goods and/or services will be awarded to bidder who cannot so certify.

EXCEPTIONS: Any deviation from bid specifications, terms and conditions may result in bid rejection.

SIGNATURE ON BID: Bids must be signed in ink by an authorized representative of the bidder. Signature on a bid certifies that the bid is made without connection with any person, firm or corporation making a bid for the same goods and/or services and is in all respects fair and without collusion or fraud.

Signature on a bid also certifies that the bidder has read and fully understands all bid specifications, terms and conditions. No consideration will be given to any claim resulting from bidding without comprehending all requirements of the Invitation to Bid or Request for Proposal.

BID MODIFICATION: Modifications or erasures made before bid submission should be initialed in ink by the person signing the bid. Bids, once submitted, may be modified in writing before the time and date set for bid closing. Any modifications should be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior bid. Bidders may not modify bids after bid closing time.

BID WITHDRAWALS: Bids may be withdrawn in writing on company letterhead signed by an authorized representative and received by the Business Office prior to bid closing time. Bids may also be withdrawn in person before bid closing time upon presentation of appropriate identification.

PROTEST OF BID SPECIFICATIONS: A bidder who believes bid specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Business Office. To be considered, protests must be received at least five days before the bid closing date (ten days if the bid is for a public improvement), unless otherwise specified in the bid documents.

BID SUBMISSION: Sealed bids must be received and time-stamped by the Business Office (unless a different department is specified in bid documents) prior to bid closing time. No bid received after bid closing time will be considered. To assure that your bid receives priority treatment within our mailing system please mark as follows: Bid Name, Bid Due Date & Time: DD/MM/YY XX:XX WESTERN OREGON UNIVERSITY, BUSINESS OFFICE, 345 N MONMOUTH AVE, MONMOUTH OR 97361.

WOU shall not be responsible for the proper identification and handling of any bid not submitted in a timely manner.

BID OPENING: Bids will be opened at the scheduled opening time at the Business Office (unless otherwise specified), 345 N Monmouth Ave, Monmouth OR 97361. Bidders may be present; however, award decisions will not be made at the opening.

BID EVALUATION AND AWARD

EVALUATION CRITERIA: Bids will be awarded based upon the evaluation criteria in the Invitation to Bid or Request for Proposal or in Oregon administrative rules or laws. Ordinarily, bids will be evaluated to identify the "lowest responsible bidder." The "lowest responsible bidder" is the lowest bidder who has substantially complied with all requirements of the Invitation to Bid and who can be expected to deliver promptly and perform reliably. Evaluation criteria may be different if a Request for Proposal is issued.

PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS: Due to limited resources, WOU generally will not completely review or analyze bid responses which on their faces fail to comply with the requirements of the bid documents or which clearly are not the best bids, nor will WOU generally investigate the references or qualifications of those who submit such bid responses. Therefore, neither the release of a bidder's bid bond, the return of a bid response, nor acknowledgment that the selection is complete shall operate as a representation by WOU that an unsuccessful response was complete, sufficient, or lawful in any respect.

DELIVERY: Significant delays in delivery may be considered in determining award if early delivery is required.

CASH DISCOUNTS: Cash discounts will not be considered for award purposes unless stated in the bid documents.

PAYMENT: Bids which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.

INVESTIGATION OF REFERENCES: WOU reserves the right to investigate the references and the past performance of any bidder with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. WOU may postpone the award or execution of the contract after the announcement of the apparent successful bidder in order to complete its investigation. WOU reserves the right to reject any bid response or to reject all bid responses at any time prior to execution of the contract if it is determined to be in the best interest of WOU.

METHOD OF AWARD: WOU reserves the right to make the award by item, groups of items, or entire bid, whichever is in the best interest of WOU.

BID REJECTION: WOU reserves the right to reject any and all bids.

BID RESULTS: Bidders who receive awards will be notified of bid results. Bidders may request tabulations of awarded bids.

(rev 6/99)

WESTERN OREGON UNIVERSITY
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS
VENDING AND FOUNTAIN SERVICE

ADDRESSING YOUR BID: To assure that your bid receives priority treatment within our mailing system, please follow the label format below.

Bid: Soft Drink Service
Bid Due Date & Time: Monday, July 1, 2013 2 p.m.
Western Oregon University
Business Office: Attention Stan Hagen
345 N Monmouth Ave
Monmouth OR 97361

All bids must be received by Western Oregon University prior to the bid closing date and time shown above. Facsimile bids will be accepted and can be faxed to 503-838-8014.

WORK TO BE PERFORMED: Contractor shall provide all equipment, products, supplies, refrigeration, service and maintenance to provide pre-mix and post-mix carbonated beverage service; vending service; and soft drink products at various locations on the Western Oregon University (WOU) campus in Monmouth, Oregon. Schedule A shows the types of equipment and machines by location. A determination may be made by Western Oregon University during the term of the contract to add or delete the quantity and location of Post Mix Dispensers and Vending Machines as shown in Schedule A.

FURTHER INFORMATION/PRE-BID TOUR: Bidder may contact the following office for further information or to arrange a pre-bid tour of the campus:

Karen Nelles, Director
Campus Dining
Western Oregon University
Monmouth OR 97361
Phone: (503) 838-8382

SERVICE CONTRACT: This is a Services Contract and is not a Standard Public Improvement Project. Since it is a Services Contract it is not covered by Oregon Prevailing Wage Rate laws and bid security and performance bonds are not required.

ESTIMATES NOT BINDING: Any estimate or other information provided by WOU regarding the goods and services to be performed under this contract is for information only and shall not be relied upon by any bidder. By submitting a bid, bidder assumes all risk of personally investigating the campus and conditions relating to the performance of the contract. WOU neither represents nor warrants the accuracy of any estimate or information; and bidders agree to bear exclusive responsibility for and to accept all risks associated with their estimates of the reasonable costs of the performance of this contract.

Regardless of statements made at a pre-bid conference or tour, bidders are cautioned that bid requirements will change only if confirmed by a written addendum to the bid documents issued by WOU.

BIDDER QUALIFICATION: Bids will be accepted only from bidders that meet the following requirements:

- a) Have a minimum of two years of successful experience performing services comparable to those required under this contract.
- b) Provide at least three current references from different firms and clients supportive of bidder's ability to comply with the requirements of this contract.

A Bidder Qualification and Reference form is provided as part of this Invitation to Bid. Bidders must complete this form and return it with their bids. Failure to provide complete and/or accurate information shall be cause for bid rejection. **WOU RESERVES THE RIGHT TO REJECT A BID BASED UPON INFORMATION OBTAINED THROUGH BIDDER'S REFERENCES.**

WOU reserves the right to investigate other information not listed in the bidder's reference form, concerning past and current contractual performance, compliance with specifications and contractual obligations. **WOU RESERVES THE RIGHT TO REJECT BIDS BASED UPON INFORMATION OBTAINED THROUGH INVESTIGATION NOT LISTED IN THE BIDDER'S REFERENCE FORM.**

INSURANCE REQUIREMENTS

COMMENCEMENT OF WORK: Contractor shall commence no work under this contract until all insurance requirements have been met and a Notice to Proceed has been issued.

BIDDERS NOTE: The apparent low bidder shall provide all required proofs of insurance to Western Oregon University Business Office **WITHIN TEN (10) BUSINESS DAYS** of notification of award. Failure to present the required documents within ten (10) business days may be grounds for bid rejection.

GENERAL LIABILITY INSURANCE: Contractor shall obtain at Contractor's expense, and keep in effect during the term of this contract General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided under this contract and products/completed operations liability.

Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable.

AUTOMOBILE LIABILITY: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Automobile Liability Insurance. This coverage may be written in combination with the General Liability Insurance.

Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent.

WORKERS' COMPENSATION: Contractor shall provide Workers' Compensation benefits as statutorily required for persons performing work under this contract.

ADDITIONAL INSURED: The insurance coverages, except Professional Liability if included, required for performance of the contract shall include the State of Oregon, the State Board of Higher Education, Western Oregon University and their officers and employees as additional insureds but only with respect to the Contractor's activities to be performed under this contract.

NOTICE OF CANCELLATION OR CHANGE: There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without 30 days' written notice from the contractor or its insurer(s) to Western Oregon University. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Oregon, the State Board of Higher Education, Western Oregon University and their officers and employees.

CERTIFICATES OF INSURANCE: As evidence of the insurance coverages required by this contract, the Contractor shall furnish Certificate(s) of insurance to Western Oregon University prior to its issuance of a Notice to Proceed. The Certificate(s) shall specify all of the parties who are Additional Insureds or Loss Payees. Insurance coverages required under this contract shall be obtained from acceptable insurance companies or entities. The contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

CONTRACTOR RESPONSIBILITIES

CONTACT PERSONS: Contractor shall designate one or more person(s) responsible for Contractor's work under this contract. Contractor shall provide to WOU the names, addresses and telephone numbers of such person(s) and shall keep this information current at all times. Should contact with such person(s) require a long distance call, WOU reserves the right to call collect.

CONTRACT ADMINISTRATION: All communications and remittances shall be made to the Contract and Project Officer, Business Office, Western Oregon University, 345 N. Monmouth, Monmouth, OR 97361. Telephone 503-838-8174.

CONTRACT EXTENSION: This contract will not be extended beyond its termination date.

DELIVERIES: Contractor will establish a regular delivery schedule that is satisfactory to the Director of Campus Dining. It is expected that normal deliveries will be made every week, with no excessive inventories maintained. At delivery, Contractor will check attached tanks, replacing empty tanks with full ones. Orders made in addition to the regular delivery schedule shall be delivered within three (3) work days of receipt of written or phone order.

FIRM PRICES: Prices specified in the Invitation to Bid are fixed for the terms set in the Invitation to Bid.

INSTALLATION: Contractor shall install equipment between 8 a.m. August 15, 2013 and 5 p.m. August 22, 2013, or as mutually agreed between Contractor and Director of Campus Dining.

PERFORMANCE: Contractor shall perform all services required by this contract within the time specified in this contract, including extensions.

All services shall be performed in the most highly professional manner, and in accordance with the utmost industry standards. Unless the means or methods of performing a task is specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry.

Failure to meet the performance requirements of this contract shall constitute breach of contract. WOU, by written notice to Contractor, may cancel the whole or any part of this contract:

- a) If Contractor fails to provide the services required by this contract within the time specified or fails to perform any other provision of this contract; and
- b) If Contractor, after receipt of written notice from WOU, fails to correct such failures within the number of days specified in the written notice.

The rights and remedies of WOU provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

SERVICE PERSONNEL: Personnel providing on-campus delivery and service for this contract shall be in full uniform at all times they are on campus. Uniform shall include hat or cap and jacket or shirt with company identification attached. In addition, all such persons shall carry photo-identification and shall present such documents to anyone on request. Failure to meet this condition shall result in immediate termination of this contract for breach of security.

SECURITY: All WOU property, materials and documents are to be left undisturbed and are not to be handled, read or otherwise used by Contractor or Contractor's employees. Contractor shall consider all documents confidential. Any disclosure of confidential information or removal of WOU property by Contractor or Contractor's employees shall

be cause for immediate contract cancellation. Any liability, including but not limited to attorney fees, arising from any action or suit brought against WOU because of Contractor's willful or negligent release of information, documents or property shall be borne by Contractor.

SERVICE REQUIREMENTS: Contractor shall maintain equipment and supplies to provide uninterrupted service seven (7) days a week, 365 days a year. If any equipment must be removed for servicing, Contractor shall furnish and install replacement equipment of equal quality. Contractor shall be on call seven (7) days per week for maintenance problems. Downtime shall be noted as a criterion of performance. Repeated downtime shall be cause for notice of nonperformance (See "Performance" paragraph).

Contractor shall respond within 24 hours to calls for emergency service seven days a week.

TELEPHONE USAGE: Contractor shall not use WOU telephones (except pay telephones) unless authorized in advance by WOU. WOU will bill Contractor for any unauthorized telephone calls plus any costs for investigation and/or billing.

TERMINATION: The contract, including extensions, may be terminated by mutual consent of both parties, or by either party upon 60 days' written notice. In addition, WOU may terminate this contract effective upon delivery of notice to Contractor, or at such later date as may be established by WOU, if (1) Federal or state laws, regulations or guidelines are modified, changed, or interpreted in such a way that either the work under this contract is prohibited or WOU is prohibited from paying for such work from the planned funding source(s); or (2) Any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, or not renewed. This contract may also be terminated by WOU for default (including breach of contract) if (1) Contractor fails to provide services or materials called for by this contract within the time specified; or (2) Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from WOU fails to correct such failures within ten (10) business days.

UTILITIES: The University will furnish necessary utilities of the type and amount required for the operation of the machines, but all connections to them will be at Contractor's expense.

SYRUP SERVICE SPECIFICATIONS

Post-mix syrup service shall be provided at locations on campus as shown on Schedule A. In addition, Contractor shall provide two pre-mix portable dispensers to be used at various locations on campus as needed by the Food Service Department.

Contractor shall supply all equipment, products, supplies, CO2 gas, refrigeration, service and maintenance to provide syrup service at the locations shown on Schedule A.

Contractor will provide merchandising and promotional material and equipment as needed for special events.

PRODUCT SPECIFICATIONS: Contractor shall provide post-mix products in bag-in-boxes. CO2 gas is to be provided at no extra cost to WOU.

BRIX: Contractor shall certify standard brix measurement for each product to the Director of Campus Dining. Standard brix shall be maintained at all times. The University may request that brix be tested at any time. In addition, within seven (7) days of the beginning of each new term, Contractor shall conduct tests to monitor and correct brix of drinks, temperatures, carbonation and physical conditions of units. Contractor shall give a written report of findings to the Director of Campus Dining.

EQUIPMENT REQUIREMENTS: Contractor shall furnish and install the highest quality equipment of the size and capacities that will fit the needs of the University. Equipment requirements shall be determined by the Director of Campus Dining and food service managers.

Contractor shall furnish and install complete post-mix equipment setups in each location designated. Each self-serve station shall include a large capacity ice dispenser (150 lbs.), electronic push buttons and a keyed lockout option to keep clients from dispensing beverages outside of operating hours.

Contractor shall furnish, install, supply and maintain all fittings, lines, gauges and associated equipment required for beverage service. Contractor shall adjust dispensing machines for correct consistency of drink, sanitize the lines and fittings as required, and otherwise service and repair the dispensing equipment as necessary.

VENDING AND SOFT DRINK PRODUCT SERVICE SPECIFICATIONS

COMMISSION PAYMENTS AND RECORD KEEPING: Contractor shall offer WOU a percentage commission on the gross revenue of every bottle of soft drink sold under this contract. Each machine shall have a counter. Contractor shall submit the payment of commission for each month's reported revenue to WOU not later than the 15th of each following month.

With the remittance, Contractor shall submit an itemized report of the gross revenues for each product line in each machine in each location.

Contractor shall supply the Contract and Project Officer with a list of machines by type, location and identifying number at the beginning of this contract. Contractor shall keep this list current at all times. Any breach of this requirement shall be cause for immediate cancellation of this contract.

EMPTIES: WOU will not be liable for the return of empty containers. Receptacles for recyclable containers shall be provided by Contractor in any area deemed necessary.

EQUIPMENT REQUIREMENTS: Contractor shall provide high quality vending equipment at all locations in accordance with utmost industry standards. The selection of machines to be installed and their locations shall be made only by mutual consent between Contractor and the Contract and Project Officer.

No machine may be located or removed without the advance approval of the Contract and Project Officer. No product may be added or deleted without the advance permission of the Contract and Project Officer.

All vending machines shall: 1) meet appropriate electrical and plumbing codes; 2) carry the NSF Seal of Approval or its equivalent; 3) meet all applicable ADA standards; 4) have a label with the Contractor's current name and service telephone number; 5) have bill changers. All equipment shall be purchased, installed and maintained at Contractor's expense.

All risks involved in the placement of the machines on the campus shall be borne by Contractor, including but not limited to loss by fire, theft, vandalism, spoilage or other causes.

REFUNDS: Refunds for malfunction will be made to patrons. Contractor shall reimburse WOU on each delivery date, or as otherwise agreed to by the Contract and Project Officer.

WESTERN OREGON UNIVERSITY
SERVICE CONTRACT
STANDARD TERMS AND CONDITIONS

1. DEFINITIONS:

"Contract" means the entire written agreement between the parties, including but not limited to the Invitation to Bid or Request for Proposal and its specifications, terms and conditions; instructions to bidders; change notices, if any; the accepted bid; and the purchase order or contract document;

"Contractor" means the person or organization by whom the service or services will be performed under this contract. The term "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS chapter 72) are synonymous;

"ORS" means the Oregon Revised Statutes;

"WOU" - means the State of Oregon acting by and through the State Board of Higher Education on behalf of Western Oregon University and is synonymous with "Buyer" as used in ORS chapter 72.

2. ACCESS TO RECORDS: Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all cost of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this contract. The State of Oregon and its agencies, the federal government and their duly authorized representatives shall have access to books, documents, papers and records of Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts. Contractor shall maintain such books and records for three years from the date of contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of the contract and for any commitments or expenditures in excess of amounts authorized by WOU.

3. AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of WOU.

4. ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of WOU. No such written approval shall relieve Contractor of any obligations of this contract, and any transferee or subcontractor shall be

considered the agent of Contractor. Contractor shall remain liable to WOU under this contract as if no such assignment had occurred.

5. **ATTORNEY FEES:** In the event a lawsuit of any kind is instituted on behalf of WOU to collect any payment due or to obtain performance of any kind under this contract, Contractor shall pay such additional sums as the court may adjudge for reasonable attorney fees plus all costs and disbursements at trial and on any appeal.

6. **AVAILABILITY OF FUNDS:** Western Oregon University certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract within its current biennial appropriation or expenditure limitation.

7. **AWARD TO FOREIGN CONTRACTOR:** If the amount of this contract exceeds \$10,000 and if Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to this contract. WOU shall withhold final payment under this contract until Contractor has met this requirement.

8. **BREACH OF CONTRACT:** Should Contractor breach any of the provisions of this contract, WOU reserves the right to cancel this contract upon written notice to Contractor. Contractor shall be liable for any and all damages suffered by WOU as the result of Contractor's breach of contract, including but not limited to incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to disqualification on WOU contracts.

9. **CASH DISCOUNT:** If WOU is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

10. **COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the work performed under this contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.

11. **DELIVERY:** All deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor, unless specified otherwise in the bid documents. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to WOU except as to latent defects, fraud and Contractor's warranty obligations.

12. DUAL PAYMENT: Contractor shall not be compensated for work performed under this contract from any state agency other than the agency which is a party to this contract.

13. FORCE MAJEURE: Neither party of this contract shall be held responsible for delay or default caused by fire, riot, acts of God, sovereign, public enemy, and/or war which is beyond that party's control. WOU may terminate this contract upon written notice after determining such delay or default shall reasonably prevent successful performance of the contract.

14. GOVERNING LAW: This contract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, suit, or action arising out of this contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Any claim, suit, or action that must be brought in federal forum shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts.

15. GOVERNMENT EMPLOYMENT STATUS: A. If this payment is to be charged against federal funds, Contractor certifies that it is not currently employed by the federal government. B. Contractor certifies it is not an employee of the State of Oregon.

16. INDEMNITY, RESPONSIBILITY FOR DAMAGES: Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by or result from the conduct of work under this contract, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall indemnify, defend and hold harmless the State of Oregon, the State Board of Higher Education, WOU, and its officers, divisions, agents, employees, and members, from all claims, suits or actions of any nature arising out of or related to the activities of Contractor, its officers, subcontractors, agents or employees acting under this contract.

17. INDEPENDENT CONTRACTOR STATUS: The service or services to be rendered under this contract are those of an independent contractor. Contractor is not an officer, employee or agent of the State of Oregon as those terms are used in ORS 30.265.

18. INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by WOU at times and places determined by WOU. If WOU finds goods furnished to be incomplete or not in compliance with bid specifications, WOU may reject the goods and require Contractor to either correct them without charge or to deliver them at a reduced price, whichever is equitable under the circumstances. If Contractor is unable or unwilling to correct such goods within a time reasonable to WOU, WOU may reject the goods and cancel the order in whole or in part. Nothing in this paragraph shall adversely affect Western Oregon University's rights as buyer as found in ORS chapter 72.

19. MATERIAL SAFETY DATA SHEET: As required by Oregon OSHA Hazard Communication Rules (OAR chapter 437), Contractor shall provide WOU with a Material Safety Data Sheet for any goods provided under this contract which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use. In addition, Contractor must label, tag, or mark such goods.

20. NONDISCRIMINATION: Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

21. NOTICES: Any notice pursuant to this contract shall be given in writing and delivered or mailed, postage prepaid, to the parties at their respective places of business.

22. PAYMENT OF CONTRACTOR'S OBLIGATIONS: Contractor agrees to make payment promptly, as due, to all persons furnishing services, equipment or supplies to Contractor for the performance of work under this contract; pay all contributions or amounts due the workers' compensation insurer and the State Unemployment Compensation Trust Fund from such Contractor or subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against WOU on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails, neglects or refuses to pay such claims as they become due, the proper officer(s) representing WOU, after ascertaining that the claims are just, due and payable, may pay the claims and charge the amount of the payment against funds due or to become due Contractor under this contract. The payment of claims in this manner shall not relieve Contractor or Contractor's surety of obligation with respect to any unpaid claims.

23. RECYCLABLE PRODUCTS: Contractors shall use recyclable products to the maximum extent economically feasible in the performance of this contract. Contractor shall specify the minimum percentage of recycled product in the goods provided.

24. RETIREMENT SYSTEM STATUS: Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this contract. Contractor will not be eligible for any benefits from these contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

25. SAFETY AND HEALTH REQUIREMENTS: Goods and services supplied under this contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements.

26. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

27. STANDARD AND SUPPLEMENTARY TERMS AND CONDITIONS: The terms and conditions printed on this page are standard to WOU service contracts. There may also be supplementary terms and conditions elsewhere in the Invitation to Bid or Request for Proposal which apply only to this contract. In the event of a conflict between the standard and supplementary terms and conditions, the latter take precedence.

28. SUCCESSORS IN INTEREST: The provisions of this contract shall be binding upon and shall inure to the benefit of the parties to the contract and their respective successors and assigns.

29. TERMINATION: This contract may be terminated by mutual consent of both parties or by WOU at its discretion. WOU may cancel an order for goods at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under this contract as directed by WOU. If this contract is so terminated, Contractor shall be paid in accordance with the terms of the contract for goods delivered and accepted if Contractor's damages arising out of return of the goods cannot be mitigated by the resale as provided in the Uniform Commercial Code (ORS 72.7060).

30. TERMINATION DUE TO NONAPPROPRIATION: If sufficient funds are not provided in future legislatively approved budgets of WOU to permit WOU in the exercise of its reasonable administrative discretion to continue this contract, or if WOU or the program for which this contract was executed is abolished, WOU may terminate this contract without further liability by giving Contractor not less than 30 days prior notice. In determining the availability of funds for this contract, WOU may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

31. WAIVER: Failure of WOU to enforce any provision of this contract shall not constitute a waiver or relinquishment by WOU of its right to such performance in the future nor of the right to enforce any other provision of this contract.

32. WARRANTIES: Unless otherwise stated, all equipment shall be new and current model and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with bid specifications. All implied or expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this contract. All warranties shall run to WOU.

33. WORKERS' COMPENSATION: The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers

34. MERGER: THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

(rev 6/99)

SCHEDULE A
EQUIPMENT AND LOCATIONS

<u>Location</u>	<u>No.</u> <u>Unit</u>	<u>Description</u>
<u>Post-Mix Dispensers:</u>		
Valsetz Dining Hall	2	8 Head (or ability to dispense eight products), with Ice Bin. Counter-top, self-service. Not to exceed 30" width.
	1	6 Head with Ice Bin. Counter-top, self-service.
	1	2 Sliding Doors Cooler for Soft Drink Prod.
Werner University Center		
Western Deli & Grill	2	6 Head Dispenser w/Ice Bin. Recessed, not self-service.
	1	2 Sliding Doors 48" wide x 60" tall Cooler
Wolf Express	1	6 Head Dispenser w/Ice Bin. Counter-top, self-service.
	1	2 Sliding Door Cooler for Soft Drink Products. 1 Door w/ Handle Cooler for Soft Drinks Prod.
Concession Stands		
Football Field	2	4 Head Dispenser w/Ice Bin
	1	2 Sliding Door Cooler for Soft Drink Prod.

Vending Machines

Education	3	Plant	1
Math & Nursing	1	Sequoia Commons	1
APSC	2	Ackerman	2
ITC	2	OMA	2
NPE	2	Terry	1
Rice	1	Heritage	4
Smith	1	Landers	1
Library	2	Barnum	1
Administration	1	Gentle	1
Natural Science	2	Butler	1
OPE	1	Maaske	1
HSS	1	Watson	1
Campbell	1	UPCC Unit B	<u>1</u>
Todd	1		
Werner	2	Total	<u>41</u>