



**REQUEST FOR PROPOSALS**

**RFP # 2015-01**

**DINING SERVICES**

<b>ISSUE DATE:</b>	February 13, 2015
<b>CLOSING DATE:</b>	<b>March 16, 2015</b>
<b>CLOSING TIME:</b>	<b>1:00 PM, Pacific Time</b>

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# OREGON INSTITUTE OF TECHNOLOGY REQUEST FOR PROPOSALS

## DINING SERVICES

### Section I - Information Regarding Proposal

#### INTRODUCTION

The Oregon Institute of Technology (“Oregon Tech”) is seeking a qualified and experienced contract management firm to assume full operational and financial management responsibility on a profit and loss basis (“P&L”) or management fee basis for its dining services program as of August 1, 2015 for the Klamath Falls campus. The selected firm will be required to provide all necessary management and staff for the operation.

As part of this RFP, each Proposer will be asked to present evidence that its purchasing practices and prices are superior to those available to the State of Oregon, other OUS institutions or by Oregon Tech’s current vendors. Therefore, all proposals should address the value of and impact of having the firm assume this responsibility.

Oregon Tech’s primary interest is to achieve consistent high quality food with a financially sustainable operation. There is an implicit expectation that the selected contractor will be able to quickly and efficiently create a sense of professionalism as a platform for helping Oregon Tech achieve its vision of the College Union being the social heart of the campus.

While this RFP is prescriptive in terms of meeting minimum specifications, proposing contractors are encouraged to also offer alternative ideas and concepts for creating and maintaining a long-term successful relationship.

#### IMPORTANT NOTICE

It will be the responsibility of potential proposers to refer daily to the OUS Procurement Gateway website (<https://secure.ous.edu/bid/>) to check for any available addenda, response to clarifying questions, cancellations or other information pertaining to this Request for Proposals (“RFP”).

#### **Optional Campus Visit**

Proposers are strongly encouraged to visit the Oregon Tech campus and tour the existing facilities with campus representatives prior to submitting a proposal. Please contact George Marlton via the below contact information to coordinate a mutually convenient day and time for a tour.

## GENERAL INFORMATION

**Issuing Office:** The Purchasing and Procurement Office is the Issuing Office and is the sole point of contact for clarifications regarding this RFP. All correspondence pertaining to this RFP should be addressed to the contact person below:

### RFP Questions:

George Marlton, Exec. Dir. Procurement, Contract & Risk Mgt.  
Telephone: (503) 821-1277  
Email: George.Marlton@oit.edu

## SCHEDULE OF EVENTS

The timing and sequence of events resulting from this RFP will be ultimately determined by Oregon Tech. This Schedule is illustrative of optimal timing goals, but may be changed.

RFP Issue Date.....	February 13, 2015
Deadline for Protest of Specifications .....	February 19, 2015 (5:00 pm, PT)
All Clarifying Questions Due .....	March 9, 2015 (5:00 pm, PT)
Notice of Interest Deadline .....	March 9, 2015 (5:00 pm, PT)
Closing Date (Proposals Due).....	March 16, 2015 (1:00 pm, PT)
Finalist Presentations (if required) .....	April 1, 2015
Deadline for Protest of Award .....	7 calendar days after date on Notice of Award letter
Anticipated Contract Begin Date .....	August 1, 2015

## GENERAL PROVISIONS

Oregon Tech reserves the right to reject any and all Proposals received as a result of this RFP. Oregon Administrative Rules Chapter 580, Divisions 61 and 62 govern the procurement process for Oregon Tech.

**1. Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the closing deadline, provided that a written request is received by Oregon Tech Director of Purchasing and Contract Services, prior to the Closing date. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2. Notice of Interest.** The Notice of Interest (form attached below) should be submitted to the office of the Oregon Tech Director of Purchasing and Contract Services by 5:00 p.m., on the date indicated in the Schedule of Events, via email, fax or hardcopy. In the notice, the Proposer must provide the name of the primary contact person, plus that person's telephone number and email address for communication of information about the RFP, answers to questions submitted by Proposers, and other matters about the selection process. Proposers that complete and return the Notice will receive the same supplementary information. Submission of the Notice of Interest is not a mandatory requirement in order for Proposers to submit a Proposal.

**3. Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule of Events, at the Purchasing and Contract Services address or email address as listed in the Contact Information section of the RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements.

The purpose of this requirement is to permit Oregon Tech to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition.

Oregon Tech will consider all requested changes and, if appropriate, amend the RFP. Oregon Tech will provide reasonable notice of its decision to all Proposers that submit a Notice of Interest and on the OUS Procurement Gateway.

No oral or written instructions or information concerning this RFP from Oregon Tech managers, employees or agents to prospective Proposers shall bind Oregon Tech unless included in an Addendum to the RFP.

**4. Protests of the RFP/Specifications:** Protests must be in accordance with OAR 580-061-0145. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule of Events, at the Purchasing and Contract Services address or email address as listed in the Contact Information section of the RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**5. Addenda:** If any part of this RFP is amended, addendum will be provided on the OUS Procurement Gateway website (<https://secure.ous.edu/bid/>), with a copy to all parties who submit the Notice of Interest.

**6. Post-Selection Review and Protest of Award:** Oregon Tech will name the apparent successful Proposer in a "Notice of Intent to Award" letter. Identification of the apparent successful Proposer is procedural only and creates no right in the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7)

calendar days from the date on the “Notice of Intent to Award” letter to review the file and evaluation report at the Purchasing and Contract Services office and file a written protest of award, pursuant to OAR 580-061-0145. Any award protest must be in writing and must be delivered by hand delivery, mail or email to the address for the Purchasing and Contract Services Office as listed in the Contact Information section of the RFP.

Oregon Tech will consider any protests received and:

- (A) reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- (B) sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, Oregon Tech may name a new apparent successful Proposer; OR
- (C) reject all Proposals and cancel the procurement.

The Oregon Tech Vice President for Finance and Administration or designee will timely respond to the protest after receipt. This decision shall be final.

**7. Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of Oregon Tech.

**8. Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. 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 kept 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), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.” ORS 192.500(1). Therefore, 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.

**9. Investigation of References:** Oregon Tech reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers and any other factor relevant to this RFP. Oregon Tech may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**10. RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost

of attendance at an interview (if requested by Oregon Tech) or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by Oregon Tech.

**11. Clarification and Clarity:** Oregon Tech reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear and favorable manner possible.

**12. Right to Reject Proposals:** Oregon Tech reserves the right to reject any or all Proposals, if such rejection would be in the public interest, as determined by Oregon Tech.

**13. Cancellation:** Oregon Tech reserves the right to cancel or postpone this RFP at any time or to award no contract.

**14. Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of 60 calendar days following the Closing date. Oregon Tech may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**15. Oral Presentations:** At Oregon Tech's sole option, Proposers may be required to give an oral presentation of their Proposals to Oregon Tech, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Issuing Office will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by Oregon Tech. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**16. Usage:** It is the intention of Oregon Tech to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**17. Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms listed in Exhibit A – Oregon Institute of Technology Terms and Conditions, attached hereto and made a part hereof. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 3 and 4 of the "General Provisions" of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP.

**18. Review for Responsiveness:** Upon receipt of all Proposals, the Issuing Office or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. Oregon Tech reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**19. Rejections and Withdrawals.** Oregon Tech reserves the right to reject any or all Proposals or to withdraw any item from the award.

**20. RFP Incorporated into Contract.** This RFP will become part of the Contract between Oregon Tech and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of Exhibit A.

**21. Communication Blackout Period.** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee about the RFP until the apparent successful Proposer is selected, and all protests, if any, have been resolved.

**22. Prohibition on Commissions.** Oregon Tech will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process.

**23. Ownership of Proposals.** All proposals in response to this RFP are the sole property of Oregon Tech, and subject to the provisions of Oregon Revised Statutes ORS 192.410-192.505 (Public Records Act).

**24. Clerical Errors in Awards.** Oregon Tech reserves the right to correct inaccurate awards resulting from its clerical errors.

**25. Rejection of Qualified Proposals.** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions or specifications of the RFP or the Oregon Tech Sample Contract.

**26. Collusion.** By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, or employee of Oregon Tech has a pecuniary interest in this Proposal.

**27. Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from Oregon Tech. Oregon Tech reserves the right to modify the Evaluation Committee make-up in its sole discretion. The committee's recommendations will be forwarded to the Vice President for Finance and Administration, or designee, for final approval.

**28. Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by Oregon Tech.

**29. Best and Final Offer:** Oregon Tech may request best and final offers from those Proposers determined by Oregon Tech to be reasonably viable for contract award. However, Oregon Tech reserves the right to award a contract on the basis of initial proposal received. Therefore, each proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, Oregon Tech may select for final contract negotiations/execution the offers that are most advantageous to Oregon Tech, considering cost and the evaluation criteria in this RFP.

## **TERM OF CONTRACT**

The Contract is expected to begin on or about August 1, 2015, and extend to July 31, 2020, with an option for annual renewals thereafter, subject to the Contractor's continued successful performance as determined by Oregon Tech. Oregon Tech intends to reserve the right upon 60 days' notice to the Contractor to terminate the Contract for its convenience.



## **DELIVERY OF PROPOSALS**

An original and **7 copies** and an electronic copy (on compact disk or flash drive) of the complete Proposal must be received on or before **1:00 p.m. Pacific Time, March 16, 2015.** The envelope/package containing the response must be clearly marked “**Response to RFP #2015-01.**”

It is the responsibility of the Proposer to ensure that Proposals arrive by the closing date and time. **NO LATE PROPOSALS WILL BE ACCEPTED.** Proposals may not be submitted by telephone or fax. Proposals may be hand delivered or mailed to:

**Mailing Address including  
Hand Delivery, UPS, and FEDEX:**

Procurement and Contract Services  
3201 Campus Drive  
Snell Hall 112  
Klamath Falls, OR 97601-8801

## **GENERAL BACKGROUND**

The Oregon Institute of Technology offers rigorous, practical education emphasizing the application of theory for real-world solutions. Students of Oregon Tech have exciting opportunities for hands-on learning through labs, projects, externships and research guided by faculty who retain their professional connections to industry. Early on, students actively apply theory in the laboratory setting, in the community, and in addressing some of society's greatest challenges. Oregon Tech programs lead to rewarding careers in health professions, renewable energy, environmental science, information technology, engineering, business and management.

Oregon Tech is best known for its traditional engineering and technological core, but new degree options and (surprising twists on old ones) are remarkably multi-dimensional. A geomatics student might use GIS technology to survey an archeological excavation, or a mechanical engineering student may complete a cross-disciplinary application in sustainability. A communication studies major might compile a technical manual for an Oregon Renewable Energy Center project. Information technology and health informatics or management students might specialize in allied health management.

Oregon Tech's emphasis on sustainability is a long-held tradition. Home to the nation's first undergraduate program in renewable energy engineering, we're busy becoming the first geothermal powered university. Since the 1960's, geothermal resources have heated the campus situated between Klamath Lake and the foothills of the Cascade Mountains. It's a beautiful and environmentally rich setting for some of the Northwest's newest educational facilities utilizing green building practices.

Oregon Tech Klamath Falls campus has an enrollment of approximately 3,400 students and approximately 300 plus faculty and staff.

## FOOD SERVICE BACKGROUND AND SCOPE OF WORK

All references to “Contractor” shall mean the firm that is the successful Proposer that executes a contract with Oregon Tech.

### CURRENT SITUATION/BACKGROUND

Oregon Tech currently has a management agreement with Sodexo America for the management of Oregon Tech’s Klamath Falls dining services. The management agreement will expire on July 31, 2015.

#### 1. CAMPUS DEMOGRAPHICS AND DATA

To assist in the preparation of a proposal the following web site links are for general and specific housing/dining campus information:

<http://www.oit.edu>  
<http://www.oit.edu/campus-life/housing>  
<https://oit.sodexomyway.com>

#### 2. CURRENT STAFFING

See the current staffing information in Exhibit B.

#### 3. DINING PLANS

Currently there are three declining balance plans in effect. These real dollar declining balance plans were designed to appeal to both on and off campus students as well as faculty/staff.

At present, Oregon Tech only requires first year residence hall and apartment students to purchase a meal plan. Oregon Tech is open to alternative meal plan proposals that will creatively increase revenues to Oregon Tech without negatively impacting student and campus community satisfaction.

The dining plans offered, cost and approximate number of students participating are presented as follows:

Plan	Annual Price	Participants		
		Fall 2014	Winter 2014	Spring 2014
One	\$3,135	225	224	219
Two	\$3,525	79	89	67
Three	\$3,915	9	8	6
Total		313	321	292

It is important to note that Oregon Tech is committed to making the necessary dining plan changes in order to support a quality program and achieve no less than financial breakeven result.

#### 4. DINING FACILITIES

- 4.1. MARKETPLACE - The one full-service dining operation on campus, the Marketplace is located on the 2<sup>nd</sup> floor of the College Union building. Conceptually, the intent is to offer a variety of restaurant-style stations and platforms within the primary lunch and dinner day-parts. The current days and hours of operation are:

Monday – Friday            7:30 AM to 2:30 PM / 4:30 PM to 7:00 PM  
Saturday - Sunday        10:00 AM – 1:00 PM / 4:30 PM – 6:30 PM

- 4.2. BISTRO – A quick serve coffee/espresso and light meals venue located on the first floor of the College Union. During normal academic periods, this facility is open on the following days and hours:

Monday – Friday            7:30 AM – 4:30 PM

- 4.3. COFFEE & SNACK CARTS - Hooties located in the 95,000 plus square foot Center for Health Professionals building provides service to the northeast side of campus. Duffies located in the 50,000 plus square foot Purvine building provides service to the northwest side of campus. The days and hours of operation for each are:

Hooties

Monday - Friday            7:30 AM – 1:30 PM

Purvine

Monday – Friday            7:30 AM - 1:30 PM

- 4.4. Residence Hall Snack Bar – open only at night, this facility is primarily for residence students and staff.

Monday – Sunday            7:30 PM – 12:00 AM

- 4.5. Subway – A locally owned and managed franchise with a lease that go through July 31, 2017. Renewal or non-renewal of the lease is subject to Oregon Tech discretion, and food service at the Subway location is not a part of the services to be provided by the Contractor.

Monday – Friday            7:00 AM – 9:00 PM  
Saturday – Sunday        10:00 AM – 6:00 PM

- 4.6. Farmer’s Market – Located within the Marketplace the Farmer’s Market is a mini-mart concept that allows students to purchase a wide range of dairy, produce, beverages, meats and other non-perishable products.

Monday – Friday            7:30 AM to 2:30 PM / 4:30 PM to 7:00 PM  
Saturday - Sunday        10:30 AM – 1:00 PM / 4:30 PM – 6:30 PM

## **5. CATERING**

The bulk of campus catering is prepared and staged in the College Union. Catering in the College Union and elsewhere on campus will be exclusive for the Contractor with the following exceptions:

- President's events
- Oregon Tech sponsored off-campus events
- Athletic events

There is an expectation that the Contractor will assist the University in promoting the use of College Union and other non-campus meeting and catering spaces within the local Klamath County area. Oregon Tech endeavors to make a good faith effort to assure catering exclusivity on its Klamath Falls campus but will not be responsible for enforcement of the Contractor's right to exclusive catering. The Contractor will be encouraged to offer all Oregon Tech department and organizations preferential pricing (such as a cost plus X%) so as to mitigate complaints related to "I can get it cheaper from one or more off-campus venues" arguments. Oregon Tech understands the potential economies of scale from having as much catering business remain on campus as possible.

Oregon Tech permits alcoholic beverages to be provided for catered events. The selected Contractor will be required to maintain all necessary liquor permits and have the required staff to serve.

## **6. CONCESSIONS**

Concessions are managed by Athletics for athletic activities and will not be a service provided by the selected Contractor.

## **7. CAMPS & CONFERENCES**

During academic breaks, but especially during the summer months, Oregon Tech aggressively solicits academic and sports related conferences and camps. When possible, on-campus foodservice is incorporated into the session price or participants are encouraged to remain on campus for their meals.

## **8. PREPAID DINING CARD**

Oregon Tech currently offers a prepaid dining card, Owl Buck program, which is essentially a debit card system. The Owl Buck Account is available to all students, faculty and staff. Owl Buck dollars may be purchased in increments of \$50. The Flex Account may be used at any dining location on campus (except Subway franchise).

## **9. FUTURE SITUATION/BACKGROUND**

It is important to note that the campus community has developed an awareness of and is enacting a long-term response to environmental issues that include recycling, energy conservation, sustainable and organic agricultural practices and workplace practices that respect human dignity. Oregon Tech is committed to the development of a comprehensive environmentally friendly initiative by its Contractor.

This is an exciting time for Oregon Tech and there is a strong need to forge a synergistic relationship

with a Contractor that will operate campus dining in creative new ways that appeal to the mix of traditional and non-traditional students.

#### **10. CONTRACT ADMINISTRATION**

Oregon Tech believes that, if it elects to retain a Contractor, the success of that relationship will be predicated upon the initial and ongoing establishment of a regular, open and transparent relationship. Oregon Tech has appointed the Manager of the College Union to be its Campus Dining Administrator. Oregon Tech may designate a different contract administrator in its sole discretion. As appropriate or when relevant, other Oregon Tech officials will participate in the process. There is a corresponding expectation that the successful Contractor will utilize all of its human and technological resources to achieve its part of a long term win-win relationship.

#### **11. USE OF OREGON TECH EQUIPMENT**

Contractor shall have the use of all existing Oregon Tech equipment, cookware, tableware, and other related equipment and machines including but not limited replacement of the foregoing items by Contractor (collectively “existing equipment”). Contractor shall complete and provide Oregon Tech an inventory of Oregon Tech and Contractor’s equipment which it intends to use to supplement Oregon Tech’s existing equipment upon the commencement of the Contract. Contractor shall replace all broken existing equipment at its cost. Upon termination of the Contract, all existing equipment will remain the property of Oregon Tech, and be left on premises.

## Section II – Information Required from Proposers

### PROPOSAL FORM AND CONTENT

Proposals that do not contain all the information requested in this and other sections may be rejected as non-responsive.

#### Submission Format

1. The Proposal should be written on standard size (8½" x 11") paper, using generally accessible word processing and document formats conducive to cut-and-paste transfer of information to contracts or other summary documents. MSOffice Suite and Adobe Acrobat documents are preferred.
2. Proposers should structure responses as outlined in this RFP. Proposals should be prepared so that responses are specifically addressed in the same order as the requested information identified below and on the Questionnaire. Pages should be numbered consecutively and tabs inserted between sections.

### REQUIRED PROPOSAL CONTENT

1. You must complete the **Bidder/Proposer Tax Laws and Non-discrimination Certification** sheet, signed by an authorized company official.
2. The Proposal must also include the following:
  - a. **Title Page or Cover Letter.** The title page or cover letter should indicate the date, subject, name of the Proposer, address, telephone number, e-mail address, name and title of the Proposer's contact person as well as a signature of an authorized official with the authority to negotiate and contractually bind the Proposer.
  - b. **Questionnaire.** Complete and specific answers to the Questionnaire for Proposers. Please respond by restating each question and thereafter providing your answer in order beginning with question 1.
3. **Summary Statement.** The Proposer may, but is not required to, provide a summary statement as to its qualifications, as well as briefly describe (no more than 500 words) any special considerations the Oregon Tech should consider.

## EVALUATION CRITERIA

Proposals will be evaluated for completeness and compliance with this RFP. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the Proposal is unclear, Proposers may be asked to provide written clarification. **Proposals that do not specifically address the scope of work or do not include the complete Proposal Content may be rejected.**

Proposals will be evaluated based on the following criteria and questions outlined in the Questionnaire for Proposers:

<b>Question</b>	<b>Criteria</b>	<b>Points</b>
1	Background Information	50
2	Residential/Retail Dining Operations Plan	100
3	Meal Plan Proposed Option	100
4	Catering Business Operations Plan	50
5	Camps & Conferences	15
6	Communications Plan	30
7	Staffing and Personnel	100
9	Nutrition & Wellness Programs	35
10	Marketing Plan	50
11	Safety, Sanitation & Security	50
12	Branded Products	15
13	Quality Assurance	60
14	Equipment Maintenance	25
17	Financial Proposal & Pro Forma Statements	300
18	Subcontracts	25
19	Creative Ideas	30
20	Sustainability	15
	<b>Total Points</b>	<b>1000</b>

## **Section III – Questionnaire for Proposers**

**Please submit your responses in order beginning with question #1 by restating the question, then providing your answer. Use additional sheets as necessary. Be specific with names and numbers.**

### **1. BACKGROUND INFORMATION**

- A. If publicly held, provide an annual report and 10-K for the last full fiscal year. If privately held, audited financial statements (to include a detailed balance sheet) and/or income tax statements for the past two fiscal years.
- B. Provide a listing of and resumes for all principal officers and key executives. National companies must submit the same information for its principal operating officers as well as all regional/district executives and management personnel that shall be assigned to manage or support this account.
- C. Provide a listing of all 1) comparable or representative accounts within the western United States and, 2) all other comparable or representative locations within the United States. Please include the length of time at each campus along with name(s), telephone number(s) and e-mail addresses for those persons most knowledgeable about your performance. Please feel free to include a brief explanation as to why you believe you were awarded the account.
- D. Provide a list of all campus dining accounts your firm has lost in the last three years along with a contact name, telephone number and e-mail address for those persons most knowledgeable about your performance. Please feel free to include a brief explanation of why you believe you lost the account (i.e. low bid process, change in administration, etc.).
- E. Provide a statement as to what your company is doing relative to providing a living wage and affordable, comprehensive benefits along with a safe, secure work environment for the dining services employees.

### **2. RESIDENTIAL/RETAIL DINING FACILITIES**

#### **Residential /Retail Dining Operational Plans**

Please provide an annual business operations plan for Oregon Tech's Residential and Retail Dining Service that can be adapted to three possible levels of revenue contribution from Residential meal plans. The operational plan should provide target market, hours of service, types of service and menu selection, staffing plans, mark-up percentages, marketing plans, and sales pro forma for each outlet, as well as staffing for the main kitchen and managerial functions. The plan should be presented in a manner that clearly delineates the value added in terms of service and selection for each incremental increase in the meal plan revenue contribution. Oregon Tech is open to closing existing outlets and opening new outlets if persuasive cost savings or ROI are given for the changes. Similarly if a capital investment in any of the outlets can be justified by increase sales please indicate at what level of revenue contribution from the meal plans it would be financially beneficial.

The three possible levels of residential meal plan revenue contribution are:

- \$325,000
- \$500,000
- \$1,100,000

These levels represent all Housing students paying \$250 per term; new students paying \$500 per



terms other Housing students paying \$250 per term; and the current level.

Outlets to be included in the operational plan are:

- Marketplace
- Bistro
- Hooties
- Duffies
- Convenience Food Market
- Farmer's Market
- Any Proposed New Location

### **3. MEAL PLANS**

Submit at least 3 possible meal plan programs at three price points. One of the plans should be a declining-balance plan and one an adaption of an all you can eat plan/number of meals program. Plans should be as detailed as possible but at a minimum should include:

- Price points
- Student groups required to carry a meal plan
- Marketing strategies
- Any required facility alterations with estimated pricing of same
- Minimum number of plans required to be sold for financial feasibility based on the three levels of meal plan revenue contribution outlined in Question 2 above.
- Ranking of plan as recommended by the proposer

### **4. CATERING PLAN**

Submit a catering plan to include:

- Menus (including vegetarian/vegan choices), portions and pricing for four levels of service:
  - Table linens with china
  - Standard china/service-ware,
  - Disposable service-ware, and
  - Pick-up/carry-out (no frills, focused on students)
- Typical staffing levels per customer for seated service lunch and dinner functions, receptions, and buffet service
- A brief description of the process your firm would use to receive, process, affirm, and confirm catering orders
- Sample brochure/marketing piece
- Sample event planning/billing form
- Customer follow-up/satisfaction process
- Description of how alcohol is provided at events. Detail how safety precautions are maintained to comply with legal requirements.
- Other pertinent data

## **5. CAMPS AND CONFERENCES**

Submit a plan to operate camps and conferences dining programs to include:

- Menu and Serving Format
- Daily Rates with a percentage allocation for breakfast, lunch and dinner to accommodate partial days.

## **6. COMMUNICATIONS PLAN**

Submit a communications plan that, at a minimum, details the following:

- District, regional and corporate visitation schedule by job title. Include the length of the visit, who will be called upon, and what follow-up Oregon Tech can expect from such a visit.
- Type of ongoing written communication that Oregon Tech will receive from the Proposer's site, district, regional, and corporate offices. Include frequency, topics, and other pertinent explanatory data.
- Type and level of operational and financial results and related analysis detail that Oregon Tech can expect to receive and utilize as a management tool. Proposers should be candid as to the level of detail that will be provided relative to full disclosure on all costs associated with this Agreement.

## **7. STAFFING AND PERSONNEL**

Submit a management and key culinary personnel/staffing plan that includes, but is not limited to:

- Provide a summary of FTE's scheduled per week by location. All student worker opportunities should be identified as such. This summary should be provided for each of the three levels of meal plan revenue contribution listed in Question 2 above.
- Resume for profiled site general manager, culinary lead, and catering manager (if included) for this account. Also include resumes for the District or Area Manager and any other local area/regional managers with responsibility or support functions with this account.
- Provide process used to screen all management and staff candidates for criminal and drug use backgrounds.
- Specifically outline the experience of the kitchen staff.

## **8. NUTRITION & WELLNESS PROGRAMS**

Describe in detail any types of nutrition and wellness awareness programs that would be initiated on campus and how these programs will be promoted. Examples of such programs would include programs for those with chronic dietary issues (diabetes, low-cholesterol & low sodium needs, etc.), religious diet preferences, and various degrees of vegetarian diets. Include any support from a full or part time dietitian as well as on line or website resources. Describe if you use any point systems for weight loss and control programs like Weight Watchers.

## **9. MARKETING PLAN**

Submit an overall or holistic and individual revenue center marketing plan based on the three levels of revenue contribution from meal plans listed in Question 2 above. The plan should address the following:

- Marketing the dining plans, retail and catering services.
- All marketing data (i.e., results of any intercept or web based surveys) collected (during site visits) on campus that support the concepts your firm is presenting with this proposal.
- Oregon Tech will grant Contractor a limited license to use its trademarks and logos in marketing for the services being provided to Oregon Tech. Oregon Tech prefers that the food service and catering be branded as Oregon Tech.

## **10. SAFETY, SANITATION AND SECURITY**

Submit data to support the existence of programs Proposer would bring to an operation with respect to providing a safe, sanitary, and secure work and dining environment. Please note the type and frequency of training programs and mandated procedures that support safety, sanitation, and security.

## **11. BRANDED PRODUCTS**

Indicate whether or not proposal features any branded products in any of its concepts. If yes, please disclose those brands here and indicate what, if any, contractual or franchise commitments and the resultant financial impact. What additional impact will result from the decision to bring that branded product to the campus; i.e., has your firm agreed to have XYZ deli meats exclusively for a period of time?

## **12. QUALITY ASSURANCE**

Submit a plan to provide quality assurance with respect to all aspects of the campus dining program to include:

- Sample inspection/quality audit forms used internally and as part of any per meal, per day quality maintenance inspections and district/regional visitations.
- Follow-up procedures for customer complaints.
- Ongoing as well as periodic customer service monitoring.
- Describe the training and supervision process that will be implemented and sustained to assure Oregon Tech that proper food handling, holding, transport, and service standards are in place and consistently utilized/reinforced.
- Inventory management to ensure food items are consistently available.
- Explain how food and beverages service will be expedited.

## **13. EQUIPMENT MAINTENANCE**

Submit a plan to assure Oregon Tech that all foodservice employees will receive initial and ongoing training in the proper use and cleaning of all Oregon Tech owned capital equipment and mechanical systems.

#### **14. FINANCIAL PROPOSAL AND PRO FORMA STATEMENTS**

- A. Financial Proposal: Provide a financial proposal with terms and conditions during year one for each of the listed residential meal plan revenue contribution level listed in Question 2. . The year-one proposal should assume no significant investment in facilities, unless the Contractor has compelling reasons for doing so. The proposal should anticipate \$5,000 per month for utilities (power, lighting, heating, cooling, natural gas, water, sewer, waste disposal, hood servicing, fire extinguisher servicing, telephone (except long distance), and internet network access). If the proposal is on a P&L basis, then the proposal must anticipate the purchase of all consumable inventory with an approximate value of \$45,000.
- B. Pro Forma: Submit a pro forma year one budget for the campus operations for each of the listed residential meal plan revenue contribution level. A second pro forma budget showing the incorporation of the proposed capital investment (assuming a new or refurbished facility is to be included).

#### **15. SUBCONTRACTS**

If Proposer plans to use a subcontractor to fulfill any portion of the responsibilities outlined in the RFP, please identify them along with their qualifications. Describe in detail the exact role the subcontractor is to play within the Agreement which results from this RFP. Oregon Tech reserves the sole right to approve or reject any or all proposed subcontractors.

#### **16. CREATIVE IDEAS**

This is an opportunity to present any idea that the Proposer believes will provide value-added benefit to Oregon Tech if awarded the contract.

Oregon Tech is open to proposals to offer service at other campus locations on the Klamath Falls campus so long as the operation is self-sustaining. Please feel free to propose any additional locations and concepts that your firm believes will provide a self-sustaining service to the students, faculty and staff of Oregon Tech.

#### **17. SUSTAINABILITY**

Provide a brief statement as to what initiatives your company has undertaken to encourage earth friendly practices to included sustainable agricultural practices, local sourcing, fair-trade purchasing and related practices. Describe what initiatives that would be implemented at Oregon Tech. Include the anticipated percent of local and regional products that you believe to be attainable. In addition, propose the projected dollar volume of food, supplies and services will be sourced within an approximate 150 mile radius of the campus in the interest of the local economy and the environment.

#### **18. MODEL CONTRACT AND EXCEPTIONS TO THE RFP**

- A. Model Contract: Submit your firm's standard services agreement for this type of services. Oregon Tech may, in its sole determination, elect to use the selected firm's standard services agreement and substitute the required terms and conditions of Exhibit A, the Special Terms and Conditions, and any other appropriate clause from the terms of this RFP or other clause negotiated by the parties.

- B. Exceptions: Detail any exceptions to the terms and conditions in this RFP. Oregon Tech reserves the right to negotiate exceptions or reject the proposal in its entirety and commence negotiations with the next highest scored proposer.

**Section IV – Contract Terms and Required Documents**

**Dining Services  
RFP #2015-01**

**Notice of Interest**

Name of Consultant/Firm: \_\_\_\_\_

Check One:

\_\_\_\_\_ Yes, this firm will submit a proposal in response to this RFP. Please forward any addenda to the RFP to my attention.

\_\_\_\_\_ No, this firm does not anticipate submitting a proposal in response to this request.

Comments:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email address for contact: \_\_\_\_\_

Please return this form no later than March 9, 2015 to [Purchasing@oit.edu](mailto:Purchasing@oit.edu).

**BIDDER/PROPOSER  
TAX LAWS AND NON-DISCRIMINATION CERTIFICATION  
RFP #2015-01**

I, the undersigned, have read all of the terms and conditions of this Request for Proposals, and I understand that if awarded the contract, I and the firm represented herein shall be bound by its terms and conditions and representations made in this response. I certify that Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

**Certified Minority, Women, and Emerging Small Business**

For statistical purposes only, please indicate if your firm is an Oregon certified minority, women, or emerging small business:  **DBE**     **MBE**     **WBE**     **ESB**

**Certificate of Compliance with Tax Laws**

I, the undersigned, (Check one )

- hereby certify under penalty of perjury that I am not in violation of any Oregon Tax laws,
- hereby certify under penalty of perjury that I am authorized to act on behalf of Contractor and to the best of my knowledge; Contractor is not in violation of any Oregon tax laws.

For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620

Business Designation (check one):  Corporation     Partnership     Sole Proprietorship  
 Governmental/Non-Profit     Limited Partnership     Limited Liability Partnership  
 Limited Liability Company

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_  
e-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

**Exhibit A**  
**OREGON INSTITUTE OF TECHNOLOGY**  
**TERMS AND CONDITIONS**

**STANDARD CONTRACT PROVISIONS**

**1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The Oregon State Board of Higher Education (“Board”), Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of seven (7) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**2. AVAILABILITY OF FUNDS.** Oregon Tech certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of this contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the Oregon Tech’s reasonable administrative discretion, to continue to make payments under this Contract.

**3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

**4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done 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 shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), title VI of the civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state 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 or refuses to make any such payments required herein, the appropriate Oregon Tech official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor’s surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor’s employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee’s wages to provide such services.

**5. DISCLOSURE OF SOCIAL SECURITY NUMBER.** Contractor must provide Contractor’s Social Security number unless Contractor provides a federal tax ID number. The number is requested pursuant to ORS 305.385 and OAR 150-305-100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.



**6. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**7. GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between Oregon Tech and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

**8. HAZARD COMMUNICATION.** Contractor shall notify Oregon Tech prior to using products containing hazardous chemicals to which Oregon Tech employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Oregon Tech's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

**9. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense (including reasonable attorney's fees and costs), 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 save, defend, indemnify, and hold harmless the State of Oregon, the State Board of Higher Education, Oregon Tech, their officers, agents, employees, and members from all claims, suits and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract, and provided that Oregon Tech shall provide Contractor with prompt written notice of any such claim, suit, action or proceeding and reasonable assistance, at Contractor's expense, in the defense thereof. Contractor shall have control of the defense and settlement thereof, but neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the OUS General Counsel. Oregon Tech may, at its election and expense, assume its own defense and settlement in the event that Oregon Tech determines that Contractor is prohibited from defending Oregon Tech, is not adequately defending its interests, or that an important governmental principle is at issue and Oregon Tech desires to assume its own defense.

**10. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the Oregon Tech reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, Oregon Tech cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of Oregon Tech for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Oregon Tech provides its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an individual, Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment, (2) Will not be eligible for any Federal Social Security, State Worker's Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of Oregon Tech; (4) Is not currently employed by the Federal Government and the amount charged does not exceed

the normal charge for the type of service provided if payment is to be charged against Federal funds and; (5) Must furnish Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax. The Oregon Tech will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

**11. INSURANCE.** Contractor shall provide insurance as identified below. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon, acting by and through Oregon Tech and their officers and employees shall be included as an additional insured in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months.

- A. **Workers' Compensation Insurance:** As required by ORS 656.027, Contractor, its subcontractors, if any, and any all employers providing work, labor, or materials under this Contract are subject to employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.
- B. **General Liability Insurance:** Contractor must maintain general liability insurance with a combined single limit, or the equivalent, of not less than \$5,000,000 for each occurrence for Bodily Injury and Property Damage. It shall include the contractual liability coverage for the indemnity provided under this Contract.
- C. **Automobile Liability Insurance:** Contractor must maintain automobile liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- D. **Certificates of Insurance:** As evidence of the General Liability and Automobile Liability insurance coverage required by this Contract, the Contractor shall furnish an endorsement from the insurance company naming the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Oregon Tech, its officers and employees as additional insureds with respect to the work of this Contract. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.
- E. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to Oregon Tech at the following address: Purchasing and Contract Services, 3201 Campus Drive, Klamath Falls, OR 97601.

**12. LIMITATION OF LIABILITIES.** Except for liability arising under or related to sections 15(A) or 23(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

**13. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or Oregon Tech at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against

Oregon Tech, such facsimile transmission must be confirmed by telephone notice to Oregon Tech's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**14. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of Oregon Tech. Oregon Tech and Contractor intend that such Work Product be deemed "work made for hire" of which Oregon Tech shall be deemed the author. If for any reason the Work Product is not deemed "work for hire", Contractor hereby irrevocably assigns to Oregon Tech all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Oregon Tech may reasonably request in order to fully vest such rights in Oregon Tech. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**15. REPRESENTATIONS AND WARRANTIES.** (A) Contractor's Representations and Warranties. Contractor represents and warrants to Oregon Tech that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, (5) all computer hardware and software delivered under this Contract will, individually and in combination, correctly process, sequence, calculate all date and date-related data for all dates prior to, through and after January 1, 2000, and (6) any software products delivered under this Contract that process date or date related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century. (B) Contractor's Limitation of Liability. Contractor's liability with respect to items (5) and (6) above shall not exceed: (1) twice the total Contract amount (including any amendments) or (2) \$100,000, whichever is greater. (C) Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**16. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the Section titled "Effective Date and Duration", and Sections 1, 7, 9, 12, 14, 15, 16, and 23.

**17. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction 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 term or provision held to be invalid.

**18. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from the Oregon Tech. In addition to any provisions the Oregon Tech may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 9, 14, and 27 as if the subcontractor were the Contractor. Oregon Tech's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

**19. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**20. TAX COMPLIANCE CERTIFICATION.** Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

**21. TERMINATIONS.** (A) This Contract may be terminated at any time by mutual consent of the parties, or by Oregon Tech for convenience upon sixty (60) days' notice to the Contractor. (B) In addition, the Oregon Tech may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the Oregon Tech, if (i) Federal or state laws, rules, regulations or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or Oregon Tech is prohibited from paying for such work from the planned funding source; or (ii) 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. (C) This Contract may also be immediately terminated by Oregon Tech for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) 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 notice from Oregon Tech, fails to correct such failure within ten business days.

**22. TERMINATION DUE TO NONAPPROPRIATION OF FUNDS.** If sufficient funds are not provided in future legislatively approved budgets of Oregon Tech (or from applicable Federal, state, or other sources) to permit Oregon Tech in the exercise of its reasonable administrative discretion to continue this Contract, or if Oregon Tech or the program for which this Contract was executed is abolished, the Oregon Tech may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice. In determining the availability of funds from the Oregon Legislature for this Contract, Oregon Tech may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

**23. REMEDIES.** (A) In the event of termination pursuant to Sections 21(A) and (B)(i) and 22, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the Oregon Tech, less previous amounts paid and any claim(s) which the Oregon Tech has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to Oregon Tech on demand. (B) In the event of termination pursuant to Sections 21(B)(ii) or (C), Oregon Tech shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under these subsections, the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 21(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Oregon Tech expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Oregon Tech all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon Oregon Tech's request, Contractor shall surrender to anyone Oregon Tech designates, all documents, research or objects or other tangible things needed to complete the work.

**24. NO THIRD PARTY BENEFICIARIES.** Oregon Tech and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**25. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.

**26. FOREIGN CONTRACTOR.** If the 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 and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

**27. FORCE MAJEURE.** Neither Oregon Tech nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, Oregon Tech's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**28. WAIVER.** The failure of Oregon Tech to enforce any provision of this Contract shall not constitute a waiver by Oregon Tech of that or any other provision.

**29. RECYCLING.** In the performance of this Contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

**30. PAYMENTS.** Payments for all work performed under this Contract shall be subject to the provisions of ORS 293.462.

## **SPECIAL CONTRACT PROVISIONS FOR P&L PROPOSAL**

- 1. PROFIT & LOSS CONTRACT.** This Contract is on a profit and loss basis only, where Contractor bears sole liability for loss but must share profit with Oregon Tech.
- 2. PRICE INCREASES.**
  - A. After the first year of the Contract, requests for dining plan price adjustments for the ensuing year shall be considered by Oregon Tech no later than December 15 for the contract board program and March 15 for retail and catering operations.
  - B. Requests for pricing increases shall be based upon demonstrated financial need and:
    - Increases in the U.S. Department of Labor Regional Statistics for labor cost increase in similar job categories.
    - The U.S.D.A. Regional Wholesale Food Price Index (as issued quarterly) and the U.S.D.A. Food Index Forecast shall be used to justify the increase in food cost.
    - U.S. Department of Labor Regional Statistics for labor cost increase in similar job categories should be used to justify the increase in labor costs. In addition, increases in tax rates affecting labor cost should be applied.
    - Changes in menu, points-of-service, additions, or levels of service provided.
    - Verification/substantiation of any other cost factors must be through submission of supplier invoices over the previous six-month span.
    - Oregon Tech reserves the right to approve or reject requested price increases. However, with adequate evidence based upon the above criteria, Oregon Tech shall not unreasonably deny price increases.
  - C. Retail and catering prices shall be competitive with comparable menu items served by local commercial food Contractors and by other local educational institutions. Approved price increases (see 2.A and 2.B) shall be permitted once a year between summer and fall terms. Requests for pricing increases shall be based upon demonstrated financial need and:
    - Increases for similar portions/products in similar food operations in the Southern Oregon/market area (a price survey shall be required).
    - Increases in the U.S.D.A. Regional Wholesale Food Price Index (as issued quarterly) and the U.S.D.A. Food Index Forecast.
    - Increases in the U. S. Department of Labor Regional Statistics for labor cost increases in similar job categories and actual increases given to employees.
  - D. Notwithstanding Sections 2.B and 2.C, Oregon Tech may approve a temporary price increase due to unexpected, significant increases in wholesale cost of a food item until such times as prices for a given item(s) stabilize. For example, a freeze in South America results in destruction of a major portion of the coffee crop. With its temporary price increase request, Contractor shall submit documentation as to the impact on the wholesale price of the food item.
- 3. TAXES.** In the event a retail food tax were to be imposed in whole or part, the Contractor shall be responsible for collecting and remitting to the taxing authorities the appropriate amount of sales taxes it collects in accordance with applicable state and local laws and regulations. Contractor shall hold harmless and indemnify Oregon Tech from and against all claims or demands arising out of Contractor's failure or refusal to collect and remit taxes applicable to its activities as Contractor.
- 4. CONTROL SYSTEMS.** The Contractor shall exercise maximum security control over all cash, charge, and sales transactions. Oregon Tech shall not be responsible for theft or loss of the Contractor's cash or property or criminal acts of third parties.
- 5. CREDIT CARDS, DEBIT CARDS AND CHECKS.** Contractor is required to accept credit cards and debit cards at the point of sale. The Contractor may, at its sole discretion, accept checks. Contractor shall provide its own point of sale machines and pay all associated transaction fees.
- 6. AUDITING AND ACCOUNTING.**
  - A. Contractor shall operate on its own credit, with no advance payments from Oregon Tech.

- B. Oregon Tech reserves the right to audit the services under this Contract. Contractor shall keep full, timely, and accurate records in accordance with accounting principles generally accepted in the United States of America (GAAP).
- C. Oregon Tech shall be informed on demand by the Contractor of the schedule of independent audits of the Contractor's records and operations. Oregon Tech shall receive a report of any findings that materially affect Oregon Tech.
- D. Oregon Tech is on a monthly business cycle with a fiscal year of July 1<sup>st</sup> – June 30<sup>th</sup>. Oregon Tech expects the Contractor to provide all financial reporting on the same monthly fiscal year.
- E. The Contractor shall furnish Oregon Tech with all requested daily/weekly reports to verify all customer counts, meal counts, cash sales, card sales, and other pertinent information so requested.
- F. The Contractor shall provide Oregon Tech with a complete set of monthly financial statements no later than the 20th day following the last day of each monthly accounting period.
- G. Monthly or accounting period financial statements shall be presented by point-of-sale in a format acceptable to Oregon Tech. The statements by point of sale shall show budgeted and actual sales and/or operating results for the current period, previous period and year-to-date. Cash register tapes by day and by register shall be provided to Oregon Tech upon request as part of the monthly financial statements. Causes and appropriate documentation of abnormal revenue and expense deviations shall be noted by the Contractor as part of these statements.
- H. All other monthly financial and operational reports and supporting data shall also be prepared in accordance with a format acceptable to Oregon Tech to include sufficient detail for performance tracking purposes. These reports shall include, at a minimum, the following:

Contract Board and Conferences and Camps:

- Number of students participating per meal, per contract type
- Number of non-contract customers per meal

Retail/Branded & C-Store Concepts:

- A summary of gross sales and sales tax
- Customer counts by meal period (breakfast, morning break, lunch, afternoon break, and evening)
- Average check (sales divided by customer count)
- Per capita sales (sales divided by the total number of students and staff on campus)
- Sales mix (sales breakdown by breakfast items, snacks, entrees, sandwiches, grill items, beverages, and desserts)
- Sales by payment method (cash, Dining Dollars, etc.)

Catering:

- Sales
- Number and type of events
- Estimated number of customers per event

- I. Each operating statement by type of service and location and on a composite basis shall present revenue and expense accounts for the period being reported and fiscal year-to-date, with percentage rates given for each item and period
- J. In addition to the above, the Contractor shall provide such special reports and analysis covering its operations under the Contract as may be requested by Oregon Tech.
- K. Monthly, the Contractor on-site manager shall meet with the Campus Dining Administrator or designee and review each operating statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this Contract. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected in the next monthly statement.

- L. Annual Report. By July 15th of each year, Contractor shall submit an operations and performance review of the services under the Contract for the prior fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>). The report shall include, but not limited to, the upcoming proforma for the operations.
7. **Utilities.** Contractor shall be solely responsible for contracting for and paying the waste removal and recycling services. Contractor shall also pay Oregon Tech a flat \$5,000 per month for utilities (power, lighting, heating, cooling, natural gas, water, sewer, waste disposal, hood servicing, fire extinguisher servicing, telephone (except long distance), and internet network access) The flat \$5,000 per month charge may increase up to 3% annually. In the event pricing for these services increases substantially, Oregon Tech and the Contractor shall negotiate a fair and proportionate new monthly charge. Contractor shall be responsible for paying the normal Oregon Tech parking permit fees for its employees parking on campus.
  8. **Payments to Oregon Tech.** Contractor shall by the tenth day of the following month remit payment to Oregon Tech for its portion of monthly revenues generated by the operations specified in this contract. Such payment to be made in full without any offset for other amounts owed or disputed by the contractor or Oregon Tech.
  9. **Required Permits.** The Contractor shall be responsible for maintaining and paying for all required permits to provide food and alcohol service. The Contractor shall maintain such permits on-site at all times and shall provide copies to the Campus Dining Administrator upon issuance or renewal of permits.
  10. **Purchase of Existing Food Items, Paper Supplies, Cleaning Supplies and Other Related Supplies.** Upon commencement of the food services by Contractor, an audit of all existing food items, paper supplies, cleaning supplies and other related supplies (collectively referred to as “supplies”) that will be transferred by Oregon Tech to Contractor shall be completed. Contractor shall pay the fair market value of the supplies, based on the latest invoice for the supplies. Contractor shall promptly pay Oregon Tech for the cost of the supplies.
  11. **Non-Discrimination.** Contractor shall comply with Oregon Tech’s Non-Discrimination policy for all services provided under this Contract which specifically prohibits discrimination on the basis of religion, race, color, creed, national origin, sex, sexual orientation, gender identity, disability, veteran status, marital status or age.
  12. **Substantial Changes in Operation.** Contractor shall obtain the prior approval of Oregon Tech prior to making any substantial changes in the business plan or operation, which includes, but not limited to: hours of operation, construction, renovation, major equipment purchases, or hiring of key staff such as manager and head chef.



**EXHIBIT B  
CURRENT STAFFING**

Title	FTE	Average Hourly Rate	Average Monthly Salary	Appt (Months)*
Administrative Assistant	1	15.00	2400.00	7.5
Sous Chef	1	15.36	2457.60	7.5
Cook	1	11.16	1785.60	7.5
Cook	1	11.16	1785.60	7.5
Cook	1	11.16	1785.60	7.5
Baker	1	17.32	2771.20	7.5
Catering Supervisor	1	13.00	2080.00	7.5
Grill Cook	1	10.04	1606.40	7.5
Grill Cook	1	10.04	1606.40	7.5
Grill Cook	1	10.04	1606.40	7.5
Grill Cook	.35	10.00	560.00	7.5
Cashier	1	10.07	1611.20	7.5
Cashier	1	10.07	1611.20	7.5
Cashier	.25	9.63	385.20	7.5
Cashier	.25	9.63	385.20	7.5
Cashier	.25	9.63	385.20	7.5
Cashier	.25	9.63	385.20	7.5
Barista	1	9.81	1569.60	7.5
Barista	1	9.81	1569.60	7.5
Barista	1	9.81	1569.60	7.5
Barista	1	9.81	1569.60	7.5
Barista	.50	9.25	740.00	7.5
Floor Supervisor	.40	11.00	704.00	7.5
RHSB Supervisor	1	9.25	1480.00	7.5
RHSB Worker	.50	9.25	740.00	7.5
RHSB Worker	.50	9.25	740.00	7.5
RHSB Worker	.50	9.25	740.00	7.5
RHSB Worker	.50	9.25	740.00	7.5
Food Prep Worker	1	11.58	1852.80	7.5
Food Prep Worker	1	11.58	1852.80	7.5
Food Prep Worker	1	11.58	1852.80	7.5
Food Prep Worker	1	11.58	1852.80	7.5
Food Prep Worker	1	11.58	1852.80	7.5
Food Prep Worker	.50	9.50	760.00	7.5
Food Prep Worker	.50	9.50	760.00	7.5
Food Prep Worker	.50	9.50	760.00	7.5

Food Prep Worker	.50	9.50	760.00	7.5
Food Prep Worker	.50	9.50	760.00	7.5
Food Prep Worker	.50	9.50	760.00	7.5
Utility Worker	1	9.57	1531.20	7.5
Utility Worker	1	9.57	1531.20	7.5
Utility Worker	.50	9.25	740.00	7.5
Utility Worker	.50	9.25	740.00	7.5
Utility Worker	.50	9.25	740.00	7.5
Utility Worker	.50	9.25	740.00	7.5
Utility Worker	.50	9.25	740.00	7.5
Utility Worker	.50	9.25	740.00	7.5
Pizza Hut Supervisor	1	10.75	1720.00	7.5
Pizza Hut Workers	.50	9.25	740.00	7.5
Pizza Hut Worker	.50	9.25	740.00	7.5
Pizza Hut Worker	.50	9.25	740.00	7.5

- During summer, there is no set schedule. Appropriate staff is brought in only for conferences or catering.