



EASTERN OREGON
UNIVERSITY

REQUEST FOR PROPOSALS

RFP # 2015-01

DINING SERVICES

ISSUE DATE: February 16, 2015

CLOSING DATE: April 1, 2015

CLOSING TIME: 1:00 pm Pacific Time

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EASTERN OREGON UNIVERSITY

REQUEST FOR PROPOSALS

DINING SERVICES

Section I - Information Regarding Proposal

INTRODUCTION

Eastern Oregon University (“EOU”) is seeking proposals to select a qualified and experienced contract management firm to assume full operational and financial management responsibility on a profit and loss basis or management fee basis for its dining services program as of August 12, 2015 for the La Grande campus. The winning 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 EOU’s current vendors. Therefore, all proposals should address the value of and impact of having the firm assume this responsibility.

EOU’s primary interest is to achieve consistent high quality food with a financially sustainable operation. There is an implicit expectation that the winning contractor will be able to quickly and efficiently create a sense of professionalism as a platform for helping EOU achieve its vision of the Hoke Union Building 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”).

Campus Visit

Proposers are encouraged to visit the EOU campus and tour the existing Food Service facilities with campus representatives prior to submitting a proposal. Please contact Molly Burke, Division Operations Manager for Student Services via the below contact information to schedule a time for a tour.

GENERAL INFORMATION

Issuing Office: The EOU Student Services 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 appropriately addressed to the contact person below:

Contact Information:

Molly Burke
Division Operations Manager for Student Services
Telephone 541-962-3058
Email: molly.burke@eou.edu

Street Address:

Eastern Oregon University
One University Boulevard, Inlow 113
La Grande, OR 97850

Mailing Address:

Same as above

SCHEDULE OF EVENTS

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

RFP Issue Date.....	February 16, 2015
Deadline for Protest of Specifications	February 25, 2015 (5:00 pm, PT)
All Clarifying Questions Due	March 6, 2015 (5:00 pm, PT)
Notice of Interest Deadline	March 6, 2015 (5:00 pm, PT)
Closing Date (Proposals Due).....	April 1, 2015 (3:00 pm, PT)
Finalist Presentations (if required)	April 15, 2015 – April 30, 2015
Deadline for Protest of Award	7 calendar days after date on Notice of Award letter
Anticipated Contract Begin Date	August 12, 2015

GENERAL PROVISIONS

EOU 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 EOU.

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 EOU Division Operations Manager for Student 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 Division Operations Manager for Student 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 Office of Student 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, identify the proposed changes, and why the proposed changes are in the best interest of EOU.

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

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

No oral or written instructions or information concerning this RFP from EOU managers, employees or agents to prospective Proposers shall bind EOU 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 Office of Student 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: EOU 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 whatsoever in the named Proposer to award of the contract or other benefit hereunder. 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 Finance and Administration 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 Office of Student Services as listed in the Contact Information section of the RFP. Protests may not be faxed.

EOU 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, EOU may name a new apparent successful Proposer; OR
- (C) Reject all Proposals and postpone or cancel the RFP.

The EOU 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 EOU.

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: EOU 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. EOU 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 EOU) or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by EOU.

11. Clarification and Clarity: EOU 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: EOU reserves the right to reject any or all Proposals, if such rejection would be in the public interest, as determined by EOU.

13. Cancellation: EOU 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. EOU 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 EOU's sole option, Proposers may be required to give an oral presentation of their Proposals to EOU, 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 EOU. **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 EOU 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 – Eastern Oregon University 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. EOU 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. EOU 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 EOU 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. EOU 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 EOU, and subject to the provisions of Oregon Revised Statutes ORS 192.410-192.505 (Public Records Act).

24. Clerical Errors in Awards. EOU 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 EOU 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 EOU has a pecuniary interest in this Proposal.

27. Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from EOU. EOU 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 Student Services, 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 EOU.

29. Best and Final Offer: EOU may request best and final offers from those Proposers determined by EOU to be reasonably viable for contract award. However, EOU 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, EOU may select for final contract negotiations/execution the offers that are most advantageous to EOU, considering cost and the evaluation criteria in this RFP.

TERM OF CONTRACT

The Contract is expected to begin on or about August 12, 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 EOU. EOU intends to reserve the right upon 30 days' notice to the Contractor to terminate the Contract for its convenience.

DELIVERY OF PROPOSALS

An original copy of the Proposal, and an electronic copy (on compact disk or flash drive) of the complete Proposal, and **15 copies** must be received on or before **1:00 p.m. Pacific Time, April 1, 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, email or fax. Proposals may be hand delivered or mailed to:

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

Office of Student Services
Attention: Molly Burke
One University Boulevard
Inlow Hall 113
La Grande, OR 97850

Proposals will be publicly opened by a designee in the Division of Student Services Office on the Closing Date.

GENERAL BACKGROUND

As an educational, cultural and scholarly center, EOU connects the rural regions of Oregon to a wider world. Our beautiful setting and small size enhance the personal attention our students receive, while partnerships with colleges, universities, agencies and communities add to the educational possibilities of our region and state. Add narrative on general background.

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 EOU.

CURRENT SITUATION/BACKGROUND

Eastern Oregon University is a unique multipurpose regional university serving an array of student needs. Academic programs are provided on-site at the La Grande campus, at various regional centers throughout the State of Oregon and on-line nationally/internationally. The La Grande campus is unique in so far that approximately 1/4 of our students are in campus residence and 3/4 of our student commute from La Grande and the Grande Ronde Valley. Food service has not played a significant role in the galvanization of our collegiate community in the recent past which translates to few University community members, e.g., faculty, staff and commuter students, are utilizing on-campus food service options. This challenge is also a significant opportunity to the partner who wishes to engage our collegiate community via food service as a form of "community development," student retention and once again making food service in the Hoke Union Building the "choice" for faculty, staff and students - be they on campus or commuter.

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:

<https://www.eou.edu/>
<https://www.eou.edu/reslife/>
<https://www.eou.edu/reslife/dining/>
<https://www.eou.edu/events/>

a) Fall term 2014 fourth week enrollment data	
Undergraduate Full-Time.....	Undergraduate Part-Time
Male : 545	Male : 99
Female : 729.....	Female : 122
Graduate Full-Time.....	Graduate Part-Time
Male : 13	Male : 6
Female : 18.....	Female : 7

b) Approximately 400 full and part-time employees

c) On Campus Housing: There are **358** marketable beds in Residence Halls on campus for students. **Ninety-six** of these beds are in Alikut Hall, apartment style suites where food service is an option. Food service is required in the other two residence halls, North Hall and Daugherty Hall. In addition, there are **16** family apartment units in Eocene Courts.

d) Residence Hall Occupancy (3-term average from occupancy counts at the fourth week of each academic quarter; fall, winter, spring):

2014	325	Fall term occupancy only
2013	336	

e) Students on meal plans at the fourth week of fall quarter, 2013:

61	on 125 meal/\$100 flex
125	on 100 meal/\$125 flex
61	on 85 meal/\$225 flex

Total 247

In the fall of 2013 there were an additional 35 meals plans sold to off campus students.

2. CURRENT RATES:

2013 – 2014 Academic Year Food Service Rate for Residential Meal Plans

Board Plan Participants	MLPA 125/\$100	MLPB 100/\$125	MLPC 85/\$225
120	\$20.73	\$20.25	\$20.38
130	\$19.53	\$19.04	\$19.41
140	\$18.51	\$18.03	\$18.16
150	\$17.61	\$17.13	\$17.26
160	\$16.83	\$16.35	\$16.49
170	\$16.15	\$15.67	\$15.80
180	\$15.54	\$15.06	\$15.19
190	\$14.99	\$14.50	\$14.64
200	\$14.49	\$14.01	\$14.15
210	\$14.05	\$13.57	\$13.70
220	\$13.65	\$13.16	\$13.31
230	\$13.29	\$12.79	\$12.93
240	\$12.97	\$12.47	\$12.62
250	\$12.68	\$12.20	\$12.34
260	\$12.41	\$11.93	\$12.06
270	\$12.16	\$11.68	\$11.81
280	\$11.94	\$11.45	\$11.59
290	\$11.72	\$11.24	\$11.37
300	\$11.52	\$11.03	\$11.17

The above rates are based on a minimum number of 232 board days.

Summer 2014 conference meal rates paid to present Contractor:

Breakfast	\$6.10
Lunch	\$9.85
Dinner	\$14.10

Northwest Basketball Camps (NBC) rate for summer 2014 paid to present Contractor:

Breakfast	\$4.50
Lunch	\$6.60
Dinner	\$9.30

3. SUMMER ACTIVITIES

Tentative 2015 summer groups in residence requiring contract dining services:

- June 15-18 USFS Fire School..... 100
- June 15-19 MedQuest..... 30
- June 15-20 8-Man Football..... 46
- June 22-26 NBC Girls Team Basketball Camp 350
- June 28-July 2 NBC Individual Camp..... 60
- July 6-10 NBC Boys Team Camp..... 350
- July 19-24 Morrow County Leadership 25
- July 13-17 EOU Football Camp..... 300
- July 24-Aug 1 Shriner All Star Football Camp..... 66
- Aug 5-Sept 22 Pre Season Athletic Team Dining 60

4. DINING PLANS

Eastern Oregon University is open to alternative meal plan proposals that will creatively increase revenues to EOU without negatively impacting student and campus community satisfaction. The dining plan should cater to a small residential community and a large off campus community of students, faculty, and staff.

The dining plans offered currently are presented as follows:

The Contractor will provide meal service for students living in University operated residence halls. Two of the three residence halls require that residents be on a campus meal plan. Alikut Hall residents have a waiver of this requirement. There are approximately **225** board days involved in the quarter system academic year.

- a) The University currently has an academic year board program consisting of fixed meals and flex-account dollar (point) options. The board meal program in resident board dining should consist of brunch and dinner all-you-can-eat seven days per week service accompanied by a flex plan for meal/snack purchases at a retail venue on campus. Flex accounts much be available for use at all campus dining venues and with off campus dining partners. Fixed meal options are 85, 100 and 125 meals per term with no transferability; plus plans for commuter students that allows balances to carry forward to the next term. All plans would be cancelled at the end of the academic year.

- b) Proposals for board dining may include but are not limited to:
 - i. A full description of the board plan and how it will meet the diverse and nutritional needs of the campus resident population given current facilities and board dining population.
 - ii. Describe a minimum four week menu cycle.
 - iii. Describe how vegetarian, health conscious, and special dietary diner's needs will be met through entrée selections, menu and nutritional information available.
 - iv. Fully describe minimum number of entrees, side dishes, and selections to be available at each meal.
 - v. Describe the program that will be implemented to create excitement, continued variety, and to address diner input and recommendations.
 - vi. Describe access and control systems to be implemented.
 - vii. Describe design, ambience, layout, traffic patterns, staffing plans for the service area, and personnel/benefit policies/plans.
 - viii. Describe how goals offered in subsection "c)", below, will be achieved.
- c) Board dining will emphasize quality foods, diverse menus including healthy choices as well as popular foods, quick and friendly service, special marketing and displays, value, responsiveness to student ideas and concerns, special programming, display cooking, just-in-time cooking format, self-service areas, retail and upscale buffet ambience, and flexibility.
- d) Proposers will be evaluated on quality of program proposals and how well they meet the requirements listed as well as cost. Proposals must be realistic, achievable, and affordable.

5. MAC'S GRILL/ Convenience Store:

The Contractor will operate Mac's Grill and Convenience Store located on the first floor of Hoke Union Building during the academic year and summer school. Mac's should offer appealing products to meet the University community's need for snacks and beverage service, breakfast and lunch entrees, grill items, pre-prepared entrees for quick service, pizza and other specialties. Specialty products such as espresso, smoothies, bakery, Mexican and pasta items, sub sandwiches, and salads to go are encouraged

6. RETAIL PARTNERSHIPS:

Eastern Oregon University encourages the Contractor to seek outside retail partnerships with community organizations. Currently, students are allowed to use their flex dollars loaded on their student id card to purchase pizza from Bear Mountain Pizza.

7. CATERING PROGRAM:

- a) The Contractor will provide a comprehensive catering program that meets the University community's needs. Food and beverage service for EOU-sponsored or affiliated functions, such as banquets, receptions, refreshment service, private parties, conferences,

weddings and other special events will be provided as requested of the Contractor. Catering services and their reputation for quality, value, and flair have a significant impact on the University's image and development goals. Particular care must be exercised in demonstrating creativity, quality of presentation, quality of dining experience, quality of service, and good market value. In addition to service of the highest industry standards for catered events, special inexpensive options and programs must be developed for student organizations and others on more restrictive budgets.

- b) The Contractor will **not** have exclusive right in providing catering services for University events on campus. All off-campus groups renting facilities at EOU, exclusive of residence halls and athletic facilities will be required to use Contractor catering services. University departments and student organizations may provide their own limited food and beverage services for in-house events not open to the general public, upon approval of area Vice President. Planning and contracting for all catering services is coordinated by the Office of Event Planning and Scheduling. The University as a general practice will refer all requests for food, beverage, and catering services to the Contractor.
- c) The Contractor will provide catered meals and services in the meeting rooms of Hoke Union Building. However, this does not preclude personal lunches or food purchased from retail venues in Hoke Union Building from being eaten in meeting rooms, lounges, or open seating areas.
- d) When food service is requested in conjunction with an event, the Contractor shall consult on and coordinate with the menu, details of service required, and advise on effective program arrangements required to make the event successful, directly with the individual, department, or organization requesting catering service. The Contractor shall work closely with the office of Event Planning and Scheduling and will be open to recommendations appropriate to the successful outcome of events. The Contractor is responsible for setting up what is necessary for food and table service. The University will provide the basic equipment on site such as tables, chairs, AC, etc.
- e) The Contractor shall honor the specific commitments of menus, prices, and other arrangements made by the University prior to the start of the Contract to avoid making commitments for events that have a sufficient lead-time that can wait without injury to be booked until after the start of the Contract. For those events that are booked in advance, the University administration will make every effort to see that the specific terms agreed upon are fair and reasonable, in order to avoid placing an unfair burden on the Contractor.
- f) The Contractor will develop a comprehensive catering handbook for the University outlining menus, pricing, service levels, and setup options available. The University food service liaison will review the handbook before implementation. Recommended changes, additions, and deletions to the handbook must be made in writing to the University food service liaison.

- g) Tipping food service employees or billing for gratuities is not expected, and shall not be encouraged by the Contractor or the catering staff.
- h) Upon approval of the University Director of Student Involvement, student organizations shall be permitted to sell food and beverages on campus in connection with authorized events and club activities. The Contractor may also be required to furnish food service at these events. The Contractor may be required to supervise the food preparation by student groups and allow student organizations to use campus kitchen facilities within reason. The Contractor may submit to the University food service liaison for approval, a fee structure for charging at cost for time and materials used for food preparation and supervision. The Contractor will be held responsible for health code compliance for events it supervises regarding food preparation.
- i) The standard for catering functions will include using linen service with table cloths and skirting, table decorations and/or floral center pieces, semi-formal and formal wear when appropriate for service employees at catering functions, and the ability to be flexible in providing catering services anywhere on campus or as requested in the community. The highest standards of professionalism in service and supervision must prevail in all catering events.

8. MENUS:

- a) The Contractor shall develop menus for all retail and board dining operations. Proposals should address how menus meet campus expectations for variety, nutritional awareness, low fat/healthy and vegetarian choices, popular food options, meal entrees, and how menus will be developed with the goal of meeting the dynamic needs of the campus community; students, faculty, staff, administration, and guests. All menus and menu cycles need to be reviewed and updated annually and shall be planned to offer a variety of wholesome, nutritious, and well-prepared foods to give patrons maximum value. The Contractor will be sensitive to the changing nature and needs of the University community and shall endeavor to be responsive to those changing needs by regularly testing new products and serving modes and introducing menu modifications in pace with the changing desires of the campus. Proposals must include a description of menus for the board dining program, retail outlets, and catering. Pricing for all menus should be placed in the financial proposal section of the RFP response.
- b) Menus for the residence hall board dining program shall be open for periodic review by the University food service liaison and designated student committees. A menu cycle of four weeks should be instituted and made available for posting in the campus residence halls and dining room. Menus must emphasize variety, quality, meet popular tastes, and have health conscious options available. Vegetarian, low fat, and gluten free options are required.

9. PRICES:

The University is interested in developing a partnership with the Contractor and receiving expert management and advice in the development, programming, menus, and décor for retail dining operations for a diverse campus community. There is a desire to operate a quality, affordable, profitable retail program that can balance the needs of the campus for reasonable access and a diversity of dining opportunities. Menu proposals should include portion and price recommendations.

Room and board rates have historically been established by the Oregon State Board of Higher Education (OSBHE) on behalf of EOU. After June 2015 the Eastern Oregon University Board of Trustees will henceforth review the recommended rates provided by the Housing and Residence Life Office. The Contractor will provide assistance as appropriate to the University in preparation of recommended rates. Proposals must include recommendations on how the Contractor would like to invoice the University for board dining and receive payment for board plans.

In the retail dining operations, the Contractor will develop pricing strategy plans that provide good price-value relationships for customers and provide a wide variety of quality entrée options. The Contractor will make every reasonable effort to provide price and portion options that make available affordable selections. Menu and pricing must be reviewed and approved by the Director of Housing and Residence Life before implementation. Annual review of pricing and menu changes must include a rationale as to the necessity of price changes. This should as a minimum include price difference and percentage of change, and cost changes for each menu item (labor, food cost, cost of sales) that drives the menu price.

10. HOURS OF OPERATION:

Contractors must describe recommended hours and days of service proposed for each retail outlet and board dining room for the academic year, between academic quarters, summer term (no regular board program for summer), and ability to meet board program needs for summer conferences. Describe how hours of service will be set and what process and approval system would be recommended for changing hours of operation.

All service day and hour schedules, and addition or reduction requests shall be submitted to the University food service liaison by the Contractor in writing for approval prior to implementation. Before submitting any requests for service hour reductions, the Contractor will make every reasonable effort to promote and encourage sales and patronage during that time period.

11. MANAGEMENT AND PERSONNEL

- a) The Contractor shall provide an organizational chart and staffing plan detailing the position titles and responsibilities for implementing the proposed program at EOU. Include a description of regional and corporate support pledged to support the unit. The Contractor shall develop and maintain a superior management team and support personnel to fulfill the obligations and needs for the dining services program. A regional or district manager must be within reasonable travel distance and be charged with oversight of the campus operation. Quarterly on site visitations by

the district manager and the ability to respond in a timely manner to the campus in the case of emergent needs is desirable.

b) The Contractor will provide a salaried dining service director with appropriate credentials and experience for overseeing the entire planned program emphasizing experience in successfully operating residence hall board dining operations as well as retail experience. In addition, the Contractor will provide additional salaried management personnel, as it deems necessary with appropriate credentials and experience demonstrating superior performance in catering, retail, and production operations. Management staff shall be easily identified by patrons and spend significant time during peak service hours in the units so as to be available to address issues that may arise and to talk with patrons.

c) The Contractor's residence dining service director shall be selected with prior approval of the University administration. The individual selected for this position shall remain at EOU for a minimum period of one year and as long thereafter as the director's performance is acceptable to the University. The dining service director shall not be changed more than once per year unless mutually agreed, and not without thirty (30) days advance notice and replacement selection made which is acceptable to and mutually agreed to by the University. This position shall normally not remain unfilled for a period exceeding thirty (30) days.

d) The Contractor shall use its best efforts to employ as many EOU students as possible in its operations. The Contractor is encouraged to develop student shift supervisors and student interns to as large a degree as is helpful and feasible in each food service unit.

e) The Contractor's management staff may participate in University staff meetings and other meetings as invited and/or requested by the Student Services Office. Student Services will take care to hold those meetings at times that do not overlap with peak traffic times in the food units. The Contractor shall permit and encourage employees to attend such meetings as the University administration may wish to conduct in order that employees may more completely understand the philosophy, purposes and programs of EOU and its various departments. The Contractor shall be responsible for its employees' salaries during attendance at these meetings.

f) The Contractor and the University will administer the food service program under the guidelines as established by the IRS for bonafide management contracts.

g) The Contractor shall at all times maintain on duty at EOU an adequate staff of employees for efficient operation. The Contractor must have access to appropriate expert administrative, dietetic, and technical personnel for consulting, planning, and problem solving.

h) The Contractor shall have the resources and staff for continually providing satisfactory training and development programs for all levels of the organization. Regularly scheduled training meetings shall be conducted covering topics including but not limited to: customer relations, proper food preparation, dress, personal hygiene, cleaning procedures, proper display of food, food handling, health and safety, personnel policies, and job orientation.

i) The Contractor shall encourage open communication among its staff members keeping all staff well informed about food service operations and issues.

j) All management and support personnel of the Contractor must present a positive, pleasant, and courteous attitude when providing service to patrons. Employees are to be polite and diplomatic in relating to customers; any criticism of customers or requests for corrections directed to customers shall be made only by managers, supervisors, or other trained employees designated to handle such matters.

11. PROPOSER REQUIREMENTS:

Proposals will only be accepted from Proposers who meet the following requirements:

1. Have a minimum of three years of successful professional experience performing services comparable to those under this Contract.
2. Provide a list of current university/college clients in the western United States (Alaska, Washington, Oregon, California, Idaho, Montana, Nevada, Utah, Arizona, and Hawaii) including the name, title, address, and telephone number of each respective institution's contact person for dining services to serve as references for the Proposer. The University is particularly interested in contract operations with similar size regional public institutions.
 - a) Proposer must provide name and title of the person responsible for the overall administration of any resulting contract.
 - b) Proposer must provide a table of company organization and a plan for the administration/management of any resulting contract.
 - c) Proposer must provide a food service employee management plan including employee position descriptions with minimum qualifications listed; health and vacation options and other employee benefits.
 - d) Proposer must provide a description of the support services available from the firm's central and regional office for the on site management team and University. This should include information on special training opportunities, menu research and development, nutrition, marketing, facilities development, and programming.

12. ALTERNATE PROGRAM PROPOSAL OPPORTUNITIES:

The University desires to have quality board dining and retail dining programs that are creative, responsive, cost effective, and seen as a good value. To further these goals, the University is soliciting with this RFP a unique program designed expressly by the Proposer to meet the goals of the University and addresses the unique nature and needs of the University community. This dining program proposal will be reviewed as an alternate plan to the University program outlined in this RFP. The University may elect to implement the Proposer-designed program in part or in its entirety. The University and the

Contractor selected to manage the campus dining services may also jointly agree to implement the alternate program or some of its elements at a future date as long as the program implemented in its duration does not exceed the maximum length of the Contract as outlined in the RFP (seven years from the initial date of award and implementation). Alternative programs should incorporate a board program with fixed meals, block meals, flex-accounts, declining balance accounts or a combination of these. Retail and catering programs must include coffee bar, deli, convenience store, and popular retail sales outlets attractive to young adults and University staff. Plans for a full service catering program that can serve the needs of the most simple student organization to the most upscale University event must also be included.

a) Board Program

- i. Describe the type and variety of board program proposed.
- ii. Describe 4-week menu cycle.
- iii. Describe summer conference dining program.
- iv. Outline board rates for academic year and summer (place in Pricing Proposal document).
- v. Outline how access control for meal plan will be implemented and at what cost to the University if any (place cost information in Pricing Proposal).
- vi. Propose how rate adjustments will be made.
- vii. Describe how the Contractor would be paid.
- viii. Confirm how all mandatory conditions in the RFP will be met.
- ix. Describe student buy-in for additional meals/flex/points if they have over-used or spent their pro-rated meals during an academic quarter.
- x. Describe hours of service.

b) Retail/Catering Programs

- i. Describe type and variety of retail outlets/catering opportunities open during the academic year and summer.
- ii. Describe menus for each outlet/catering manual (include menu prices in general RFP response proposal if different from what was proposed in the General Mandatory Program Requirements).
- iii. Outline commissions and profit share percentages if different than what is proposed in the financial portion of the Mandatory Program Proposal (place in Pricing Proposal document).
- iv. Describe hours of operation for each outlet.

c) Extra service or investment

- i. Outline what cash or in-kind services will be provided in order to implement any of the proposed programs (remodel, equipment, etc.).
- ii. Describe what investment and/or payback through board rates, loans, etc., that may be offered in assisting the implementation of the programs proposed (include in Pricing Proposal document).

iii. Describe any special or unique program services that may be offered for students, and/or administration.

13. COST/PRICING INFORMATION:

Proposers must provide a description of services provided and the cost for each service.

a) Percentage of gross sales to be paid to the University:

- 1. Mac’s Grill / Convenience Store %
- 2. Catering Service %
- 3. Non-board dining income (guest price) Academic Year %
- 4. Non-board dining income (guest price) Summer %

b) Rates per day per student for residence hall board dining service to be charged to the University

c) Rate per meal for guest line prices during the academic year.

2015-2016	Breakfast	Lunch	Dinner

d) Rate per meal for summer board dining.

2015-2016	Breakfast	Lunch	Dinner
Youth-Student			
Conference			

Northwest Basketball Camps (NBC) are at a contracted rate of \$12.15 per day (no commissions required) for the 2014 season, as follows:

2014-2015	Breakfast	Lunch	Dinner
	\$4.90	\$7.09	\$10.14

The NBC contract allows for rate changes to be negotiated annually. However, increases shall be no greater than the percent increase in the residence hall board dining service, academic year (Item 2.), as proposed for the following academic year, or 9%, whichever is less.

e) Plan to share with the University any net profits after all expenses: _____ %.

14. DINING FACILITIES

Mountie Café – The one full service dining operation on campus, Mountie Café is located on the 2nd floor of the Hoke Union building. In this location you can sit with your family and friends for lunch and dinner and enjoy all-you-can-eat meals for one price. Due to the small number of hot breakfast patrons, the Mountie Café is not open for breakfast.

The current days and hours of operation are:

Monday – Friday	Lunch 11:15 am – 1:30 pm
	Dinner 5:30 pm – 7:15 pm
Saturday & Sunday	Lunch 11:15 am – 1:30 pm
	Dinner 5:30 pm – 7:15 pm

Mac’s Grill / Convenience Store – Located on the first floor of the Hoke Union Building, Mac’s Grill offers a coffee/espresso, a grill menu, and convenience store. The convenience store features grab and go dining options including salads and sandwiches. During normal academic periods, this facility is open on the following days and hours.

Monday – Friday	7:30 am – 5:00 pm
Late night service	7:30 pm – 10:00 pm
Saturday & Sunday	Closed

15. CATERING

The bulk of campus catering is prepared and staged in the Hoke Union Building. University departments and student organizations may provide their own limited food and beverage services for in-house events not open to the general public. Catering in the Union and elsewhere on campus will be exclusive for the Contractor with the following exceptions:

- President’s events
- EOU sponsored off-campus events
- Athletic events

Historically catering offered on the EOU campus has been underutilized by the Grande Ronde Valley community. There is an expectation that the Contractor will assist the University in promoting the use of Hoke Union Building and other non-campus meeting and catering spaces within the local La Grande area. EOU endeavors to make a good faith effort to assure catering exclusivity on its La Grande campus but will not be responsible for enforcement of the Contractor’s right to exclusive catering. The Contractor will be encouraged to offer all EOU departments 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. EOU understands the potential economies of scale from having as much catering business remain on campus as possible.

EOU 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. Hard alcohol is only approved to be served in the Gilbert Center.

16. ATHLETICS CONCESSIONS

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

17. CAMPS & CONFERENCES

During academic breaks, but especially during the summer months, EOU 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.

18. PREPAID DINING MEAL CARDS

EOU currently offers three prepaid dining plans for students living in Alikut Hall, students living off campus, and faculty and staff. All prepaid plans will be accessible via a student, faculty, and staff id cards. When you purchase a meal plan you get credit for certain amount of full access meals at Mountie Café and Mountaineer Bucks to spend at Mac's Grill. You can add more Mountain Bucks to your plan at any time.

19. 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. EOU is committed to the development of a comprehensive environmentally friendly initiative by its Contractor.

This is an exciting time for EOU 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.

20. SPECIAL MEALS & PLANS

During the course of the academic year, Dining Services provides a fixed number of free and/or discounted meal plans for the Contract Administrator. The Contractor will be required to adopt:

- 6 declining balance cards with a \$500 value for the contract administrator, and other Student Services departments

21. CONTRACT ADMINISTRATION

EOU 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. EOU has appointed the Director of Housing and Residence Life to be its Campus Dining Administrator. EOU may designate a different contract administrator at its sole discretion. As appropriate or when relevant, other EOU 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.

22. EXISTING INVENTORY OF FOOD ITEMS, PAPER SUPPLIES, CLEANING SUPPLIES AND OTHER RELATED SUPPLIES

It is expected that the selected Contractor and EOU shall jointly complete an inventory of all food items, paper supplies, cleaning supplies and other related supplies that will be transferred from EOU to the Contractor at the commencement of food services. The parties will agree upon the transfer price of the supplies based on invoices or other fair market evaluations of the value of the supplies.

Contractor shall have the use of all existing EOU 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 EOU an inventory of Eastern Oregon University and Contractor’s equipment which it intends to use to supplement EOU’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 EOU, and be left on premises.

CONTRACTOR/UNIVERSITY RESPONSIBILITIES

RESPONSIBILITY	CONTRACTOR	UNIVERSITY
NON-MANAGEMENT LABOR		
Payment of regular full-time salaries	X	
Payment of student (part-time) salaries	X	
Payment of sick leave pay	X	
Payment of vacation pay	X	
Payment of holiday pay	X	
Payroll taxes	X	
Fringe benefits & insurance	X	
Preparation of payroll	X	
Processing of payroll	X	
Workers’ Compensation on contractor’s payroll	X	
MANAGEMENT		
Salaries	X	
Taxes, fringes & insurance	X	
District & regional management costs	X	
Management relocation	X	
ADDITIONAL ITEMS		
China/silverware/glassware-original purchase to inventory level required for operation		X
China/silverware/glassware-replacement during operation	X	
Telephone – local	X	

RESPONSIBILITY	CONTRACTOR	UNIVERSITY
Telephone – long distance	X	
Removal of trash & garbage from kitchen	X	
Removal of trash & garbage from premises	X	
Depreciation of equipment		X
Replacement of non-expendable equipment		X
Insurance for University property		X
Products & public liability insurance	X	
Cost of repairing equipment mutual agreement	X	X
Building & equipment repair reserves		X
SUPPLIES		
Kitchen detergent & cleaning supplies	X	
Paper supplies & office supplies	X	
Menu paper	X	
Postage	X	
Taxes/licenses	X	
Pest Control		X
Laundry	X	
Uniforms	X	
Utilities	X	
FOOD		
Food purchasing	X	
Processing of invoices	X	
Payment of invoices	X	
CLEANING		
Equipment & hoods & prep areas	X	
Vent from hoods to outside	X	
Floors	X	
Walls	X	

RESPONSIBILITY	CONTRACTOR	UNIVERSITY
Ceilings & fans	X	
Light fixtures	X	
Tables & Chairs	X	
Restrooms		X

23. CONTRACTOR OUTREACH:

Effective community outreach efforts coupled with appealing contemporary dining environments should attract a significant portion of the University community to the dining program and Hoke Union Building. Dining opportunities offered shall enhance the quality of life on the campus. The Contractor shall perform in such a way as to contribute to the prestige of the University by providing the campus with dining environments and management operations in line with the University's goals of excellence. Successful food operations must gradually evolve (and not remain static) in order to continue to be successful. As a result, the Contractor must keep abreast of new developments in the industry and be open to new ideas and programs to implement. The Contractor shall be alert to changing food service trends, new market forms of food, and changing diet patterns evolving throughout the food service industry. The Contractor shall continually initiate ideas for varied methods of food service merchandising, public relations, promotion, and menu presentations in all operations in order to increase, improve service, and maximize potential revenues.

Recognizing that the successful operation of the Contract is dependent on favorable response from the users, the Contractor will meet regularly with the University food service liaison and the individuals or groups designated by the University, to effect adjustments in operations and cooperate at all times to maintain maximum efficiency and good public relations with students, faculty, staff, and University guests. Examples of desired means for soliciting student, staff, and faculty opinion about food service include:

1. Informal discussions with students, staff, and faculty as they eat in the dining areas.
2. Observing reactions and listening to comments about the food, menu, and environment as customers pass through the service areas.
3. Making available suggestion boxes and forms in each of the dining areas.
4. Meeting with students and student groups.
5. Meeting with student employees.
6. Periodic surveys requesting that patrons comment on a specific meal, menu item, service, or program.

Service problems should be anticipated and resolved immediately. The Contractor's management staff shall review problems on a daily basis and discuss and implement solutions to prevent recurrence and train supervisory staff to react to issues appropriately and effectively.

24. ADVERTISING AND PROMOTIONS:

The Contractor shall regularly employ advertising and promotional efforts to further the visibility and image of the dining program. When major holidays, campus events, or campus activities are occurring, the Contractor will participate in those events by offering appropriate food service related specials that complement the event.

Examples of desired activities of this type include:

1. Offering special food programs, barbecues or sales from food carts on the quad on the days of noon concerts or other major campus activities (rallies, Homecoming, New Student Days, etc.).
2. Offering special late night food service during each Final Exam Week.
3. Providing special food service after home football games to complement post-game activities.
4. Providing special meals for Commencement, Thanksgiving, Christmas, Halloween, Easter, and other occasions as appropriate.
5. Periodically decorating the dining and/or service areas to complement special holidays or campus events.

The University Director of Housing and Residence Life and Event Scheduling Office shall make every effort to alert the Contractor in advance about major upcoming campus events. The Contractor should include in its proposal a description of activities and services it will implement to meet these goals.

25. PROGRAMMING:

The Contractor will be expected to participate as a partner with the University in organizing and implementing food services for special campus events. To facilitate cooperative programming, the University food service liaison will meet with the Contractor on a regular basis to plan mutual goals for programming. The Contractor will also provide through their proposal a list of special events/support to be offered as a base for meeting this goal.

26. SERVICE:

Staff relations with customers shall always be courteous and attentive while providing efficient service. The service goal is to provide efficient, speedy service in a pleasant and courteous way. In-line waiting time to place orders should be minimized.

27. QUALITY CONTROL:

The optimum quality and value of food products should be offered to match the desires of the University community. The Contractor will use top quality ingredients in the production of all products. All food and supplies purchased shall be in conformance with the specified minimum standards of federal and state specifications.

28. UTILITIES AND OTHER SERVICES:

EOU will require the Contractor to pay for the cost of the following utilities and services: electricity, natural gas, central plant generated steam & chilled water, garbage and recycling. EOU sub-meters usage of electricity and natural gas for food services, providing an estimated cost for those utilities; estimated cost of non-metered utilities and services is based on a percentage of total building costs. The total estimated average monthly cost for all utilities and services listed above and provided to food services operations is \$4300.00. Based upon those average monthly costs, the Contractor shall be required to quarterly pay EOU a flat fee of \$12,900.00. The \$12,900.00 quarterly charge shall be increased annually by 3%. In the event of substantial increases in the costs of these utilities and services in excess of 3% annually, EOU and the Contractor shall negotiate a fair and proportionate new monthly charge.

Contractor shall be responsible for reimbursing EOU for all other utilities provided by EOU including, but not limited to: telephone service and internet network access (~\$225.00mo).

Contractor shall also be responsible for paying the EOU normal parking permit fees and or parking fines for its employees parking on campus (~\$150/year per employee).

EOU currently has a contract in place for providing routine hood servicing, cleaning, and fire suppression system maintenance for an annual fee of \$4,100.00 a year. Through the duration of this contract, the Contractor will be required to utilize the services from that contractor and reimburse EOU for EOU's actual costs. After the contract expires, EOU and the Contractor will make a determination to continue having EOU contract for the services or have the Contractor take over servicing and cleaning contracting responsibility.

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 EOU 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:

Question	Criteria	Points
1	Background Information	50
2	Residential/Retail Dining Facilities	50
3	Meal Plans	100
4	Catering Plan	100
5	Camps & Conferences	50
6	Communications Plan	50
7	Staffing and Personnel	50
8	Nutrition & Wellness Programs	50
9	Marketing Plan	50
10	Safety, Sanitation & Security	50
11	Branded Products	50
12	Quality Assurance	50
13	Equipment Maintenance	50
14	Financial Proposal & Pro Forma Statements	100
15	Subcontracts	50
16	Creative Ideas	50
17	Sustainability	50
	Total Points	1000

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

Below identifies each of the current dining operations. For each location specifically identify if the Contractor will make substantial physical changes (capital improvements and major equipment replacement), the anticipated improvement costs to be provided by the Contractor, and the planned timeline to make the changes. It is expected that all improvements or equipment purchased shall become the property of EOU at the end of the Contract.

- A. Mountie Cafe: Submit a proposal to operate the current dining operations. That plan should include but not be limited to:

- Concepts/Stations
- Menu(s) to include specific focus on vegetarian/vegan options)
- Prices (please indicate if meal plan holders will be offered discounts on a full or targeted day/time basis)
- Décor and Signing
- Staffing (including Weekly FTE's)
- Hours of Operation with Services Levels throughout the day¹

¹ Need to respond on whether all concepts are available at all hours or will some be closed between main meal periods.

- B. Mac's Grill / Convenience Store: Submit a proposal to operate the current grill and store venue. That plan should include but not be limited to:

Concepts/Stations
Menu(s) to include specific focus on vegetarian/vegan options)
Prices (please indicate if meal plan holders will be offered discounts on a full or targeted day/time basis)
Staffing (including Weekly FTE's)
Décor and Signing
Hours of Operation with Services Levels throughout the day

3. MEAL PLANS

Submit at least 2 possible meal plan programs, one of which should be a declining-balance plan and the other an adaption of an all you can eat 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
- Ranking of plan as recommended by the proposer

4. CATERING PLAN

Submit a catering plan to include:

Menus (including vegetarian/vegan choices/gluten free), 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 EOU can expect from such a visit.
- Type of ongoing written communication that EOU 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 EOU 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:

- Using existing staff and current student employee slots, pro forma staffing charts for all operations including position titles, times scheduled to work and wage rates. Provide a summary of FTE's scheduled per week by location. All student worker opportunities should be identified as such. (Existing staff consists of: 13 cooks/grill cooks, 5 cashiers/espresso, 3 dishwashers, salad bar attendant, catering supervisor, food production supervisor, business office manager).
- Resume for profiled site general manager 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.
- Provide a description of your firm's personnel policies including benefits and expectations.

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.

9. MARKETING PLAN

Submit an overall or holistic and individual revenue center marketing plan that addresses the following:

- Marketing the dining plans, retail, and catering services, with an emphasis on reaching out to the campus community outside of the Hoke Union Building.
- 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.
- EOU will grant Contractor a limited license to use its trademarks and logos in marketing for the services being provided to EOU. EOU prefers that the food service and catering be branded as EOU.

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 EOU that proper food handling, holding, transport, and service standards are in place and consistently utilized/reinforced.

13. EQUIPMENT MAINTENANCE

Submit a plan to assure EOU that all foodservice employees will receive initial and ongoing training in the proper use and cleaning of all EOU 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. The year-one proposal should assume no significant investment in facilities, unless the Contractor has compelling reasons for doing so.
- B. Pro Forma: Submit a pro forma year one budget for the campus operations. 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. EOU 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 EOU if awarded the contract.

EOU is open to proposals to offer service at other campus locations on the La Grande 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 EOU.

17. SUSTAINABILITY

Provide a brief statement as to what initiatives your company has undertaken to encourage earth friendly practices to include sustainable agricultural practices, local sourcing, fair-trade purchasing and related practices. Describe what initiatives would be implemented at EOU. 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 that will be sourced within an approximate 150 mile radius of the campus with a preference to the Grande Ronde Valley in the interest of the local economy and the environment.

MODEL CONTRACT AND EXCEPTIONS TO THE RFP

- A. Model Contract: Submit your firm's standard services agreement for this type of services. EOU 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. EOU 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 6, 2015 5:00 pm PT to molly.burke@eou.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
EASTERN OREGON UNIVERSITY
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. EOU 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 EOU’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 EOU 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 EOU 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 Union 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 EOU prior to using products containing hazardous chemicals to which EOU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon EOU'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, 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 Board, EOU, 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 EOU 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 EOU, or the Oregon University System, nor purport to act as legal representative of EOU or the Oregon University System, without the prior written consent of the EOU or Oregon University System General Counsel. EOU or the Oregon University System may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending its interests, or that an important governmental principle is at issue and the State of Oregon 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 EOU 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, EOU 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 EOU for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that EOU 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 EOU; (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. EOU 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. (Also see Exhibit C.)

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 EOU 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 EOU, 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 EOU at the following address: EOU Finance & Administration, Inlow Hall 202, One University Blvd., La Grande, OR, 97850.

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 EOU 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 EOU, such facsimile transmission must be confirmed by telephone notice to EOU'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 EOU. EOU and Contractor intend that such Work Product be deemed "work made for hire" of which EOU shall be deemed the author. If for any reason the Work Product is not deemed "work for hire", Contractor hereby irrevocably assigns to EOU 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 EOU may reasonably request in order to fully vest such rights in EOU. 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 EOU 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 EOU. In addition to any provisions EOU 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. EOU'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 EOU for convenience upon thirty (30) days' notice to the Contractor. (B) In addition, EOU may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by EOU, 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 EOU 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 EOU 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 EOU, 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 EOU (or from applicable Federal, state, or other sources) to permit EOU in the exercise of its reasonable administrative discretion to continue this Contract, or if EOU or the program for which this Contract was executed is abolished, EOU 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, EOU 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 EOU, less previous amounts paid and any claim(s) which EOU has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to EOU on demand. (B) In the event of termination pursuant to Sections 21(B)(ii) or (C), EOU 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 EOU expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to EOU all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon EOU's request, Contractor shall surrender to anyone EOU designates, all documents, research or objects or other tangible things needed to complete the work.

24. NO THIRD PARTY BENEFICIARIES. EOU 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 EOU 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, EOU'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 EOU to enforce any provision of this Contract shall not constitute a waiver by EOU 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

- 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 EOU.
- 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 EOU 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.
 - EOU reserves the right to approve or reject requested price increases. However, with adequate evidence based upon the above criteria, EOU 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, EOU 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 and or related product.
- 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 EOU 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. EOU 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 EOU.
 - B. EOU reserves the right to audit the services under this Contract. Contractor shall keep full, timely, and accurate records in accordance with generally accepted accounting practices.

- C. EOU shall be informed on demand by the Contractor of the schedule of independent audits of the Contractor's records and operations. EOU shall receive a report of any findings that materially affect EOU.
- D. EOU is on a monthly business cycle with a fiscal year of July 1st – June 30th. EOU expects the Contractor to provide all financial reporting on the same monthly fiscal year.
- E. The Contractor shall furnish EOU 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 EOU 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 EOU. 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 EOU 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 EOU 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 EOU.
- 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 1st through

June 30th). The report shall include, but not limited to, the upcoming proforma for the operations and will be accessible as requested.

7. **Utilities.** Contractor shall be solely responsible for contracting for and paying the waste removal and recycling services. Contractor shall also pay EOU a flat \$4,300 per month for power, lighting, heating, cooling, natural gas, water and sewer utilities. The flat \$4,300 per month charge shall increase 3% annually. In the event pricing for these services increases substantially, EOU and the Contractor shall negotiate a fair and proportionate new monthly charge. Contractor shall be responsible for reimbursing EOU for all other utilities provided by EOU or those that pass through EOU including, but not limited to: telephone service, internet network access and television cable. Contractor shall be responsible for paying the normal EOU parking permit fees for its employees parking on campus.
8. **Payments to EOU.** Contractor shall by the tenth day of the following month remit payment to EOU 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 EOU.
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 EOU 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 EOU for the cost of the supplies.
11. **Non-Discrimination.** Contractor shall comply with EOU’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 EOU 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.