



**REQUEST FOR PROPOSAL
No. JD174923P**

**Dining Center, Convenience Store and Coffee Bar Operation
Services at OSU Cascades Campus**

PROPOSAL DUE DATE AND TIME

May 7th, 2015 (4:00 PM, PT)

SUBMITTAL LOCATION

Oregon State University
Procurement, Contracts and Materials Management
644 SW 13th Avenue
Corvallis, Oregon 97333

OSU Procurement, Contracts and Materials Management Offices are open Monday through Friday 8:00 am-12:00 noon and 1:00 pm-5:00 pm.
Offices are closed during the 12:00 noon-1:00 pm lunch hour.

ELECTRONIC SUBMITTAL ADDRESS

bids@oregonstate.edu

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date March 26th, 2015
- Pre-proposal Meeting.....April 8th, 2015 (10:00 am, PT)
- Deadline for Requests for Clarification or Change.....April 23rd, 2015 (4:00 pm, PT)
- Proposal Due Date and Time.....May 7th, 2015 (4:00 pm, PT)

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

1.02 PRE-PROPOSAL CONFERENCE

A voluntary Pre-Proposal Conference will be held on April 8th, 2015 (10:00 am, PT) at The OSU-Cascades Graduate and Research Center, located at 650 SW Columbia Street, Room 128, in Bend, Oregon. If a Proposer is unable to attend in person but wishes to call in, a teleconference number will be made available. Please contact the Administrative Contact listed below for the teleconference number.

1.03 ISSUING OFFICE

The Procurement, Contracts and Materials Management (PCMM) department of Oregon State University ("OSU") is the issuing office and is the sole point of contact for this Request for Proposal. Address all concerns or questions regarding this Request for Proposal to the Administrative Contact identified below.

1.04 ADMINISTRATIVE CONTACT

Name: Joshua Dodson
Title: Procurement Contracts Officer
Telephone: 541-737-3572
Fax: 541-737-2170
E-Mail: Joshua.dodson@oregonstate.edu

1.05 DEFINITIONS

As used in this Request for Proposal, the terms set forth below are defined as follows:

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "Basic Operations" means those services that are required to ensure students who are living on campus have access to food service, especially in the event of an emergency campus closure.
- c. "Coffee Bar" means services related to the operation of the coffee bar.
- d. "Convenience Store" means services related to the operation of the convenience store.
- e. "Dining Services" means all services related to the Main Dining Operation, Convenience Store and Coffee Bar.
- f. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- g. "Main Dining Operation" means services related to the operation of the Dining Center
- h. "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
- i. "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
- j. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
- k. "Request for Proposal" (RFP) means a Solicitation Document to obtain Written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
- l. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OAR 580-061-0130.
- m. "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the Request for Proposal.
- n. "Written or Writing" means letters, characters, and symbols that are intended to represent or convey particular ideas or meanings and are made in electronic form or inscribed on paper by hand, print, type, or other method of impression.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals to provide operation and management services for any or all of the following at the OSU-Cascades campus ("OSU-Cascades" or "The University") in Bend, Oregon:

- Main Dining Operations,
- Convenience Store, and
- Coffee Bar

OSU requires exemplary services that provide convenient, innovative, flexible, clean, appealing, attractive and affordable options to its students, parents, faculty, staff and visitors. Dining Services are essential services for students, faculty and staff. Dining Services contribute to the social environment of the University and play a role in the recruitment, retention and overall satisfaction of the University's students.

The University is most interested in unique, creative, or otherwise innovative concepts that shall benefit the University. Proposals may include programs and services beyond those minimal requirements established by the University in this RFP to provide exceptional customer satisfaction, optimum revenues and reduced expenses. This may include, but not be limited to: innovative menu items, pricing schedules, hours of operation, marketing, promotions, and programs, or any other special events that increase student, faculty, and staff participation in the Main Dining Operation, Convenience Store and Coffee Bar operation services programs.

Interested firms may submit one or more proposals for the following

- 1) Operation of the Main Dining Operation at the campus
- 2) Operation of the Convenience Store and/or
- 3) Operation of the Coffee Bar.

Contracts for individual operations or a combination of operations may be awarded as is in the best interest of the university. All proposals will be judged based on the overall value to the University.

2.02 PROJECT BACKGROUND

University Housing & Dining Services (UHDS) operates OSU's Corvallis campus student housing and associated dining operations, including catering and a full service market and deli. UHDS received the Ivy Award from Restaurants and Institutions in 2007 in recognition of the outstanding quality of their dining operation. The OSU-Cascades Campus in Bend, Oregon is building its first residence hall and Main Dining Operation, which are anticipated to begin operating in fall 2016. In addition to the Main Dining Operation, the campus will include a Coffee Bar and Convenience Store. OSU is seeking proposals for the operation and administration of these three (3) services. UHDS, along with the OSU-Cascades campus administration have developed the following vision and elements related to the Main Dining Operation, Convenience Store and Coffee Bar for the new anticipated campus.

Vision Statement:

OSU-Cascades seeks to create a campus Dining Services program that meets the unique needs of the OSU-Cascades community and reflects the community values of Bend and Central Oregon. To achieve this vision, Proposers must include the following elements in their program, regardless of specific program design or provider:

- Providing a plan for student employment;
- Food service support for University events (including after-regular hours and on weekends);
- Potential opportunities to partner with academic programs and other University departments to enhance the educational environment at OSU-Cascades. Refer to the OSU-Cascades website for information on existing academic programs: <http://osucascades.edu/academics>;

- Pricing structures and menus that consider financial constraints of students, provide variety, promote healthy nutrition, and accommodate for allergens, religious, and other dietary preferences;
- Accommodations to ensure food services are provided during planned and unexpected campus closures, including for inclement weather;
- A plan to meet OSU–Cascades’ sustainability goals, standards, and plans;
- Minimization of waste, including but not limited to: provisions for aggressive composting and recycling, minimization of disposable products, use of compostable single-use utensils, sustainable dish washing, etcetera;
- Active participation in campus and student-led sustainability efforts beyond Dining Services, in the local community;
- Opportunities on campus for local businesses to participate and serve the campus. Opportunities may include, but are not limited to: sub-contracts, supply-chain, and locally-manufactured products; and
- Preference for local and regional suppliers.

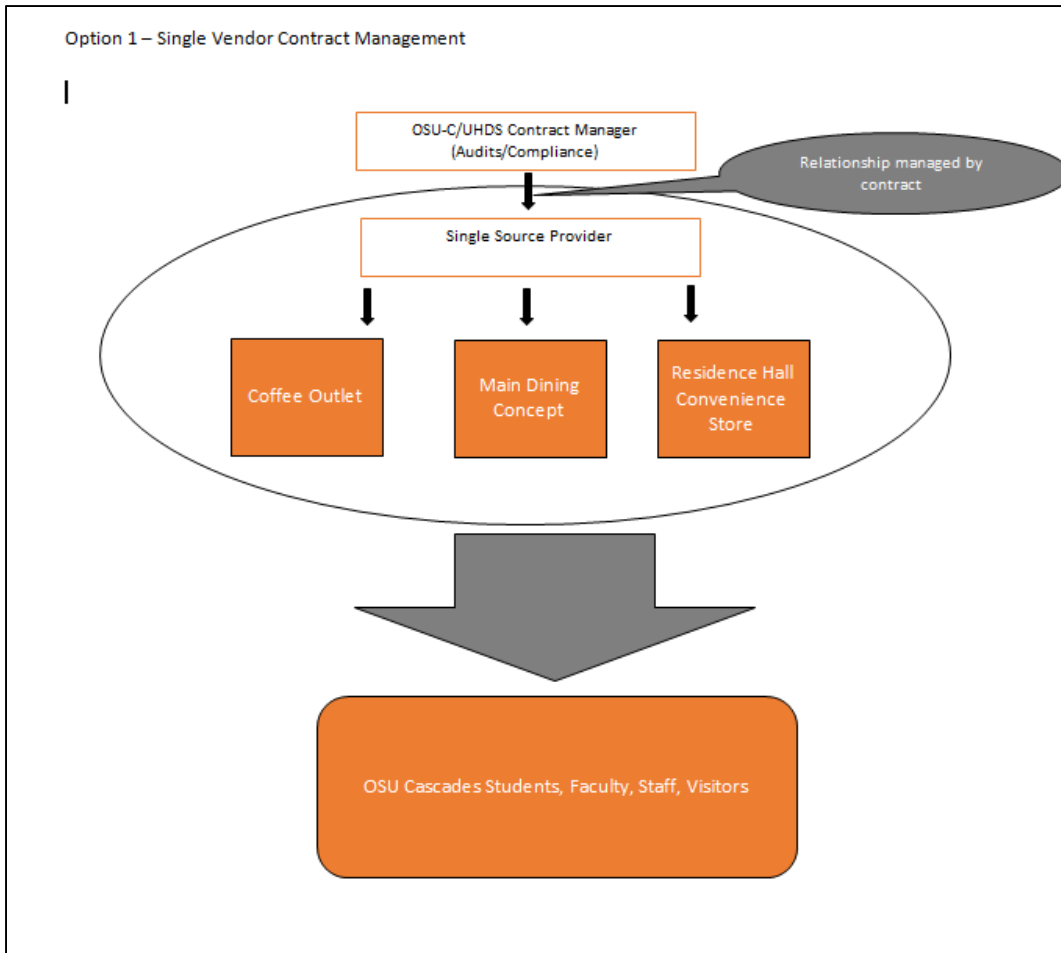
There are many elements and approaches to campus dining.

OSU-Cascades requires a Dining Services program that will provide a quality student experience at an efficient cost. As the campus grows, OSU-Cascades will seek to further enhance the Dining Services. The following program elements are critical to the success of the initial program and your Proposal should demonstrate how you will provide this level of service, or how your proposed modifications to this level of service will achieve the same desired outcome:

- a. Provider shall provide students with on-campus access to food and beverage from 7:00 AM – 10:00 PM, seven (7) days per week. This requirement shall not be fulfilled through the use of vending machines;
- b. Provide on-campus dining that provides meals for breakfast, lunch, and dinner, on the weekdays. brunch and dinner on the weekends. In your proposal, discuss the level of service that you anticipate to provide over extended academic breaks (winter break, spring break, and summer)
- c. Maximize choices to accommodate allergens and other dietary preferences;
- d. Pricing that provides value and choices for students living on campus (under a “meal plan”), students living off campus, faculty and staff, the public, and for special events;
- e. Menu flexibility to accommodate the mission, vision, values, and personality of OSU–Cascades and the larger Bend Community; and
- f. Local sourcing of ingredients.

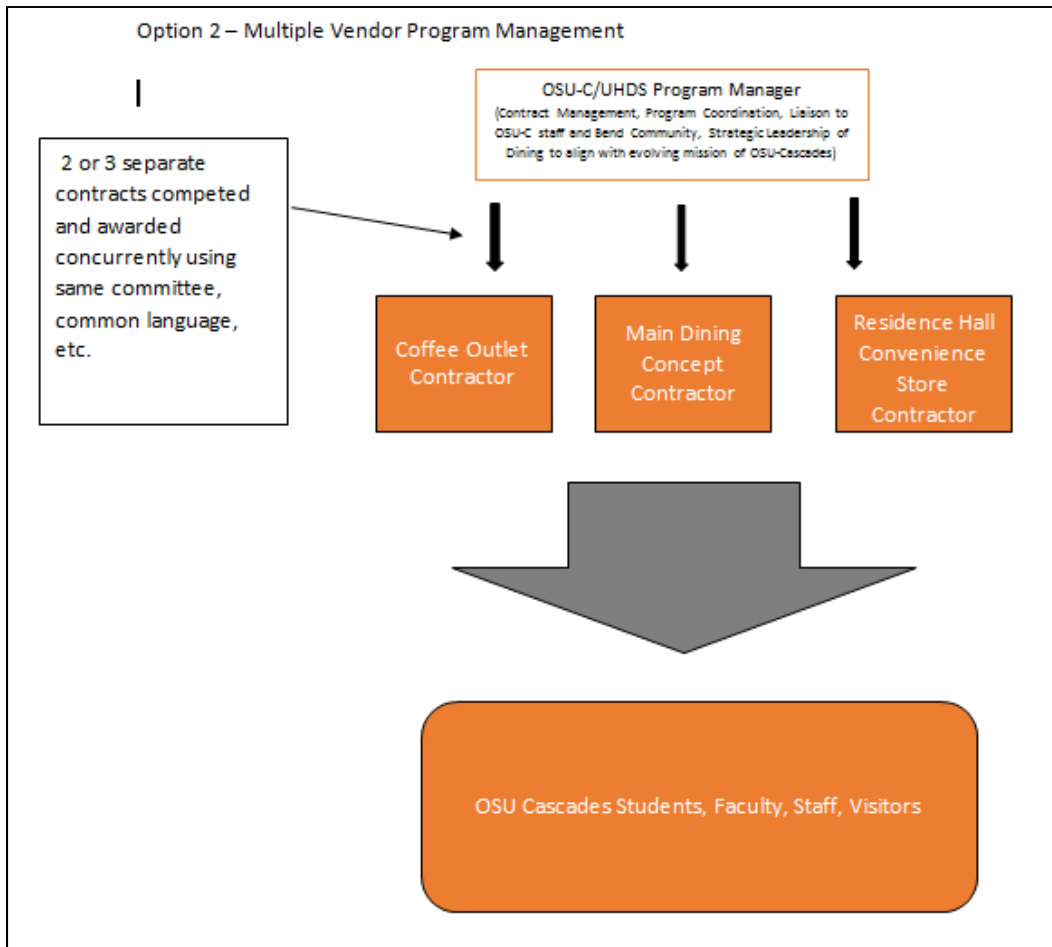
The University shall consider two approaches to providing the three desired services (Main Dining Operation, Convenience Store, and Coffee Bar). In Management Option 1, one provider shall manage all services; Under Management Option 2, separate providers shall work under individual contracts for each of the three services.

Management Option 1 – Single Provider for all Services



Management Option 1 - All three dining related services managed by one provider. OSU-Cascades and UHDS provide contract oversight and administrative support.

Management Option 2 – Individual Providers for Services



Management Option 2 - Individual Contracts would be awarded for the three (3) separate operations of the dining program. OSU-Cascades and UHDS may elect to award multiple components to a single proposer under this option.

OSU-Cascades and UHDS would provide contract oversight and administrative support for the multiple contracts awarded under this scenario.

Under either option, no food-service provider would have exclusive rights to sell and distribute food on the OSU-Cascades campus in Bend.

2.03 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU is also the only Oregon institution to hold the Carnegie Foundation's top ranking for research universities, a recognition of the depth and quality of OSU's graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 26,000 students from every county in Oregon, every state in the country and more than 90 nations.

2.04 OREGON STATE UNIVERSITY – CASCADES CAMPUS

OSU-Cascades and its expansion are the result of a 30-year, regional, grassroots effort to bring a four-year university to Central Oregon. OSU-Cascades will launch freshman and sophomore level classes in fall 2015, growing from just under 1,000 students today to 3,000 to 5,000 students by 2025.

Expanding OSU-Cascades will allow students from Central Oregon and beyond to earn an Oregon State University degree in Bend, provide a skilled workforce, promote economic growth in the region and contribute to a vibrant local arts and culture scene.

The new OSU-Cascades Campus will be located on a 10-acre parcel at the corner of Colorado Avenue and Chandler Avenue in Bend Oregon. The initial phase of construction consists of three new buildings: the primary academic building, primary dining facility (with administrative offices and classrooms on the second floor) and a residential building. In addition, OSU-Cascades operates the Graduate and Research Center, located less than one mile away, at 650 SW Columbia Street.

2.05 OREGON STATE UNIVERSITY – CASCADES CAMPUS ENROLLMENT DATA

After our initial ramp up, approximately 300 students will live in on-campus housing; however the majority of the current student population is commuter-based. Eventual enrollment is predicted to be 5,000 students with approximately 40-60 percent projected to live on campus. OSU Cascades is expected to be a place of dynamic growth over the next 5-10 years. Combined resident, faculty and off-campus students dining participation is estimated at 1,500 meals per day in the first year of operation. OSU anticipates robust growth in its foreign student population over time. See past enrollment forecast below for more details.

Cascades Campus Enrollment

Fall Term 2014				
Enrollment Type		2013	2014	Change
OSU-Cascades Enrollment*	Headcount	936	980	4.7%
	Term FTE	502.4	545.8	8.6%
COCC Enrolled Students (OSU Admitted)**	Headcount	175	192	9.7%
	Term FTE	135.1	149.7	10.8%
Total Students Receiving Services	Headcount	1,111	1,172	5.5%
	Term FTE	637.5	695.5	9.1%

Oregon State University - Cascades Campus

	2013		2014		Change	
	Headcount	Percent	Headcount	Percent	Headcount	Percent
Gender						
Female	578	61.8%	588	60.0%	10	1.7%
Male	358	38.2%	392	40.0%	34	9.5%
Full-Time, Part-Time						
Full-Time	290	31.0%	340	34.7%	50	17.2%
Part-Time	646	69.0%	640	65.3%	-6	-0.9%
Level						
Undergraduate	784	83.8%	812	82.9%	28	3.6%
Graduate	152	16.2%	168	17.1%	16	10.5%
Residency						
Oregon Residents	886	94.7%	934	95.3%	48	5.4%
Non-Residents	50	5.3%	46	4.7%	-4	-8.0%
Level and Age Group						
Undergraduate < 25	295	31.5%	340	34.7%	45	15.3%
Undergraduate 25 and older	489	52.2%	472	48.2%	-17	-3.5%
Graduate 25 and older	131	14.0%	147	15.0%	16	12.2%
Graduate <25	21	2.2%	21	2.1%	0	0.0%
Ethnicity						
American Indian/Alaskan Native	20	2.1%	14	1.4%	-6	-30.0%
Asian / Pacific Islander	13	1.4%	11	1.1%	-2	-15.4%
Black	6	0.6%	4	0.4%	-2	-33.3%
Hispanic	51	5.4%	64	6.5%	13	25.5%
Two or More Races	37	4.0%	45	4.6%	8	21.6%
Total for U.S. Minorities	127	13.6%	138	14.1%	11	8.7%
White	745	79.6%	781	79.7%	36	4.8%
International	2	0.2%	3	0.3%	1	50.0%
Declined to Respond / Missing	62	6.6%	58	5.9%	-4	-6.5%
GRAND TOTAL	936	100.0%	980	100.0%	44	4.7%

*Source: Office of Institutional Research, Oregon State University.

**Source: OSU-Cascades.

2.06 OREGON STATE UNIVERSITY – CASCADES CAMPUS FUTURE DINING FACILITIES

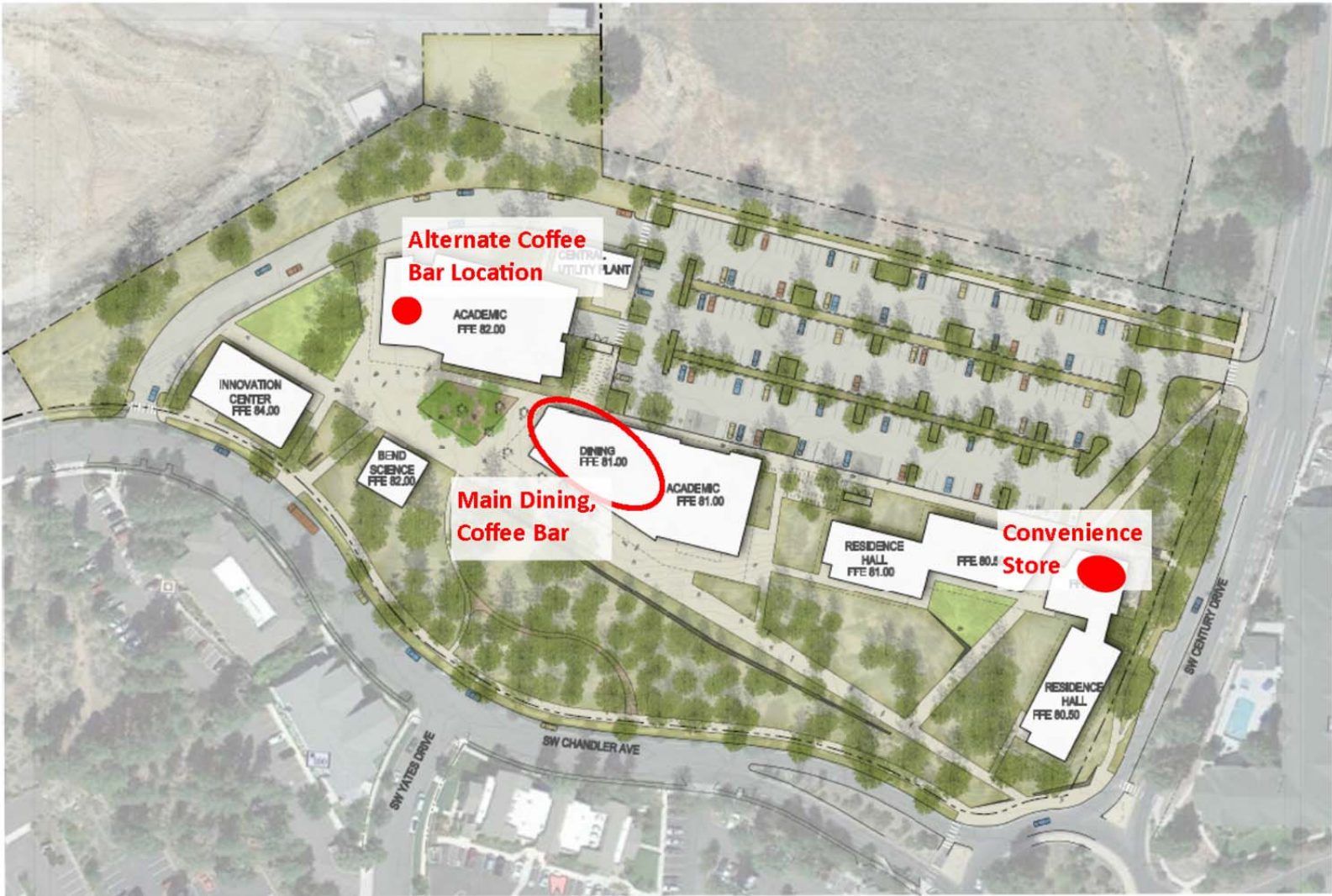


Exhibit 2.1 Overall Campus Site Plan

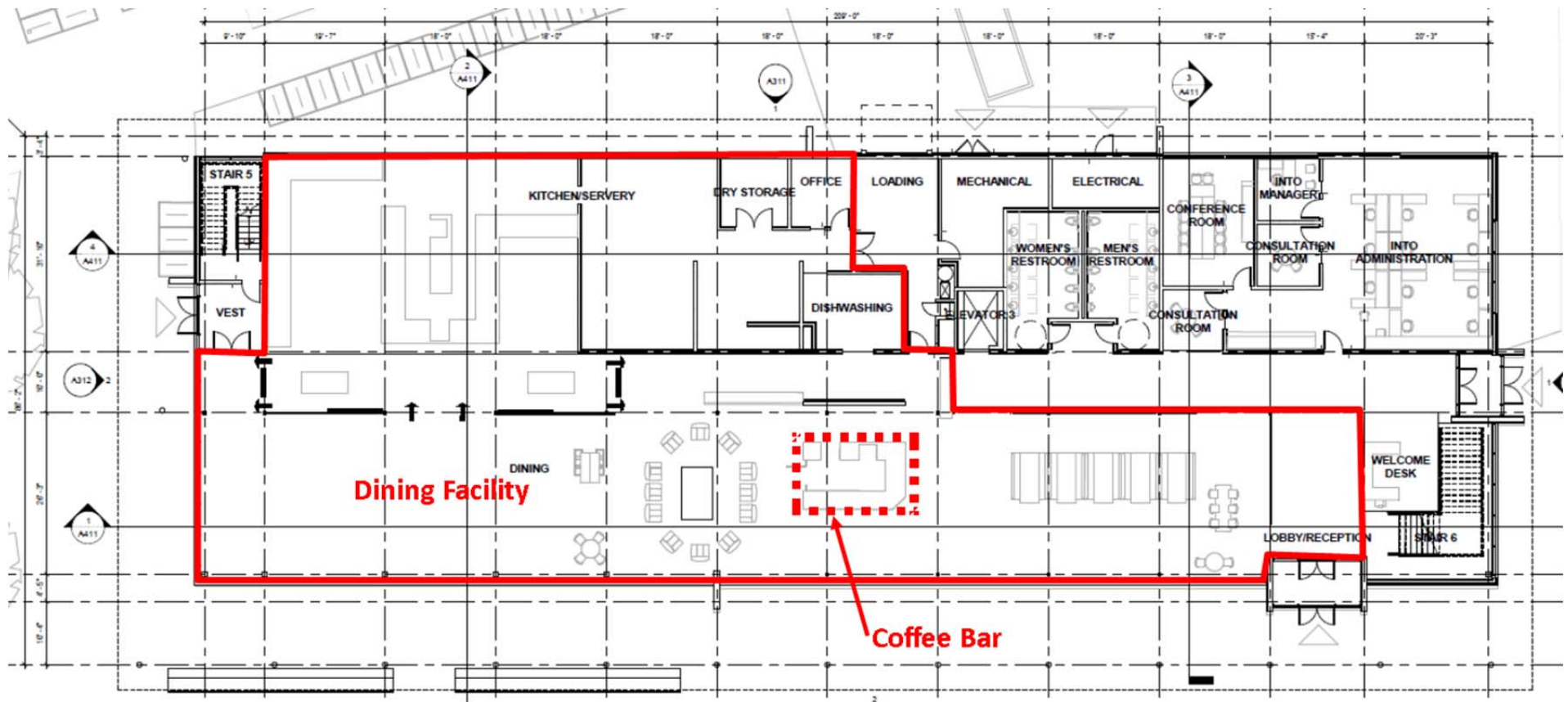


Exhibit 2.3: First Floor Plan – Dining Facility

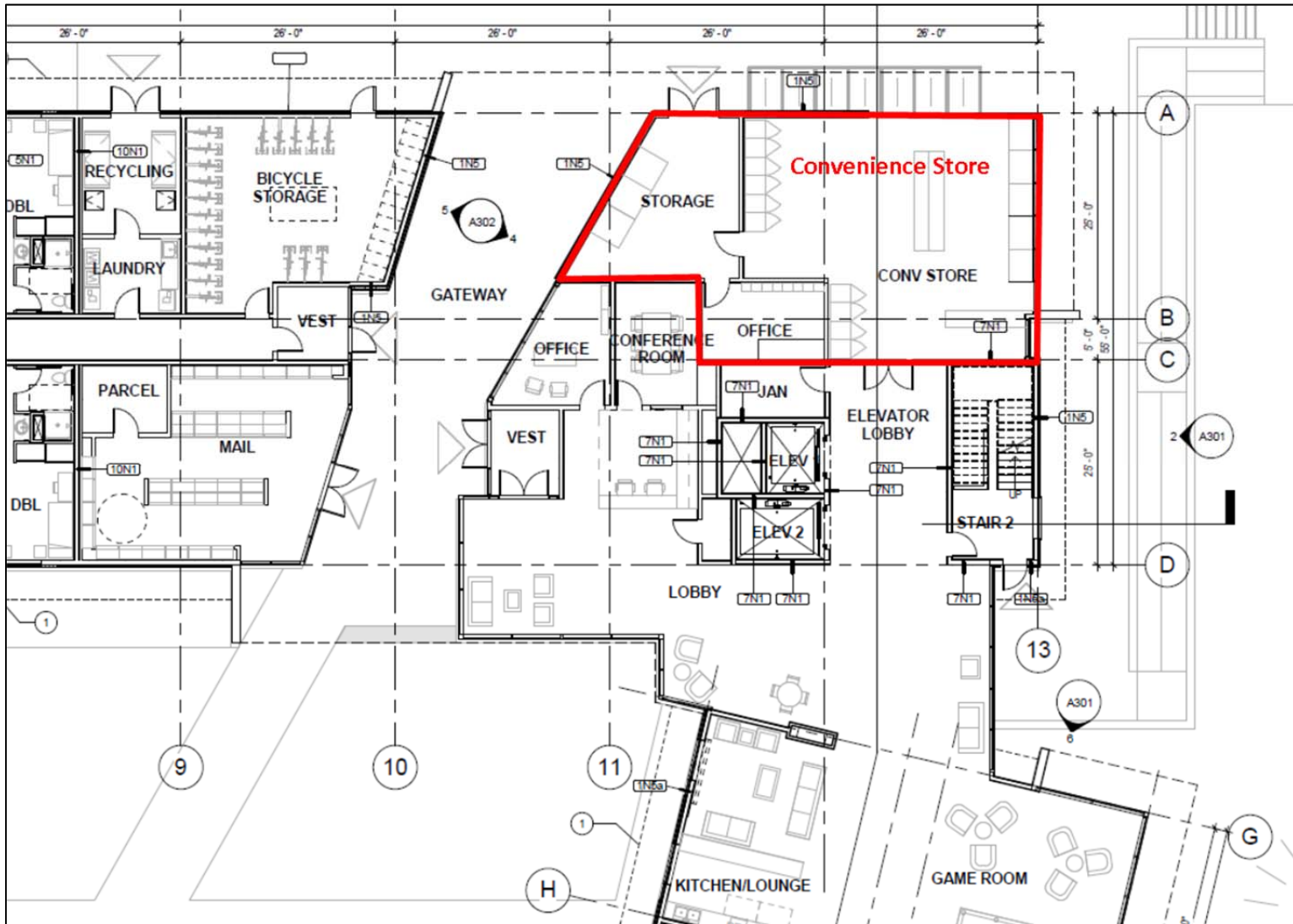


Exhibit 2.4: First Floor Plan Detail – Residence Hall

3.0 PROPOSAL CRITERIA / STATEMENT OF WORK

The successful provider shall have the training, experience and ability to ensure that quality food and services are provided based upon sound financial decisions, and maintain a dining services environment geared at enhancing the student, faculty and staff experience at the University.

3.01 PROPOSAL CRITERIA

Proposers should show how they will meet the following base criteria and applicable additional criteria:

Proposers shall address the following aspects of operations for the proposed service. (Proposers who wish to provide multiple services should include these criteria in each proposal):

- Student employment/internship opportunities to develop effective vocational and professional competencies and to prepare for responsible citizenship.
- An operations plan that addresses:
 - Hours of operation,
 - Staffing,
 - Support services (janitorial, maintenance, security, etc.),
 - Inventory control,
 - Cash management,
 - Debit card controls, and
 - Financial reporting to the University.
- Vibrant across-the-board marketing strategies to expand sales and encourage customer satisfaction for all market segments of the University, using print, electronic and social media.
- Proposed meal plans and products that are targeted at the various student populations to be served.
- Assessment methods to determine customer satisfaction, including a description of how services will be evaluated and adjusted to meet the desires and needs of the campus community. (OSU will also conduct its own assessment of vendor performance on a separate survey using our own specific set of performance metrics).

In addition to the base criteria, the University desires the following for the Main Dining Operation:

- Exciting dining events and programs to minimize monotony and offer variety in dining routines.
- A complete plan of operations for all components of the program, detailed by residential meal plans (board plan), commuter meal plans, retail operations, catering, concessions, summer programs, and conferences.
- A program to provide quality food with ingredients, recipes and fresh preparation methods that support good nutrition and a healthy lifestyle, including options that address special dietary needs such as vegetarian, vegan, low fat, high protein, gluten-free and healthy choices.
- On-campus late night, weekend, and holiday operations.
- Traditional meal plans combined with “flexible” spending programs for the residential students.
- Special diets for students based on diverse student population demand, or when prescribed in

writing by a physician. Arrangements for “sick trays” using “to-go” containers shall be mutually agreed upon by University and Provider.

- Global cuisine to address the growing & diverse population of international students.
- An on-going program of customer education on nutritional health, weight management and wellness.
- Ways to make the dining program a more integral part of the student development experience through collaboration with academic programs for programming and real-world experiences relative to nutrition, hospitality management and public health issues, etc.

In addition to the base criteria, the University desires the following for the Convenience Store Operations:

- An efficient layout that maximizes shelf space.
- Flexible hours of operation and adequate staffing levels for the resident population.
- A comprehensive merchandise line that meets the specified and ongoing needs of the University. Merchandise must include, but is not limited to food and supplies in the following categories: candies, gums, cookies, crackers, and snacks; health and beauty aids; sundries, household products and school supplies including text books, OSU-Cascades-branded clothing and gifts; dry, refrigerated and frozen groceries; and non-alcoholic beverages.

In addition to the base criteria, the University desires the following for the Coffee Bars Operations:

- A menu, that considers the demographics of the student and staff population. The menu should include non-alcoholic brewed beverages, hot and cold beverages, and a selection of food items that complement the beverage menu.
- Demonstrate recyclable and environmentally friendly qualities.
- Demonstrate ability to expand the operation to additional buildings on campus if required.
- Creative marketing tools to increase product sales (i.e., free samples, coupons, punch cards, OSU employee/student discounts, special promotions, etc.) Signage for promotional offers, seasonal or holiday promotions.

3.02 SAMPLE CONTRACT

A sample contract containing a statement of work and contractual terms and conditions is included at Exhibit A

4.0 PROPOSER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS

In order to qualify as a Responsive Proposer, the Proposer needs to meet the minimum qualifications below for each operation in which they are submitting a proposal.

4.01a MINIMUM QUALIFICATIONS – MAIN DINING OPERATION

- a. Minimum experience must include at least 3 contracts or operations providing Dining Services in a similar setting within the last 10 years. Proposer shall provide customer contact information with their submission.
- b. Key Person on staff must meet the requirements listed in the Statement of Work.

4.01b MINIMUM QUALIFICATIONS – CONVENIENCE STORE OPERATION

- a. Minimum experience must include past experience running a similar operation of similar scope within the last 5 years.
- b. Proof that the Proposer is able to staff and supply the store based on the scope of work described herein.

4.01c. MINIMUM QUALIFICATIONS – COFFEE BAR OPERATION

- a. Minimum experience must include at least 3 consecutive years of experience, within the last 5 years, running a coffee stand in a similar environment as described in the provided scope of work.
- b. If the Proposer anticipates providing this service via a 3rd party vendor requirement 4.01c – Paragraph a. still applies. An authorized representative from the 3rd party vendor MUST sign the associated Proposal information in order for it to be considered valid. Contact information for the 3rd party's authorized representative is also required.
- c. Provider must show the ability to provide products and services based on the scope of work described herein.

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSALS

Submit one (1) electronic or hard copy via any of the methods detailed in the section below titled SUBMISSION. Proposals should contain original signatures on any pages where a signature is required (in the case of electronic submissions, either electronic signatures or scans of hand-signed pages should be included). Proposals should contain the submittals listed in this section below.

5.02 REQUIRED SUBMITTALS

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it will cause the Proposal to be deemed non-Responsive.

Providers shall submit proposals that detail how they will meet the proposal criteria in 3.0 in the same order. At a minimum, Proposers shall include the following for each service where a Proposal is submitted:

- Describe the supplies and products Proposer uses that demonstrate recyclable and environmentally friendly qualities.
- List proposed marketing tools for sales (i.e., free samples, coupons, punch cards, OSU employee/student discounts, special promotions, etc.) Include proposed signage and its locations, seasonal or holiday promotions. Describe advertising opportunities available to Proposer (all written and broadcast promotional activities must have prior, written approval from OSU before implementation)
- A resume and brief write-up of the proposers 'key person' including valid references from clients that have received similar services from this individual
- A commitment and a description of the Proposer's efforts and processes leading toward effective, well-administered student employment.
- A sample customer satisfaction survey shall be submitted as a part of the Proposer's response.
- Description of how the goods or services offered specifically satisfy the statement of work described in section 3.
- Detailed information about how the Proposer meets the minimum qualifications described in section 4.
- A list of local suppliers with whom you plan to contract. Include a written statement from such suppliers indicating their ability to provide the indicated products or services.
- Exhibit B: Certifications, fully completed.
- Exhibit C: References, fully completed.
- Exhibit D: Pricing, fully completed.

NOTE: If the Proposer is planning to use a third party vendor for any of these services they shall provide the vendors information related to the above requirements and a signed acknowledgement that they are agreeing to the requirements that are being submitted under their name.

Operation Specific Submittal Requirements:

Main Dining Operation:

- Proposed layout for the dining center including hours of operation and staffing levels
- Proposed 'key person' along with resume and references
- Proposed equipment list
- Proposed menu using à la carte pricing
- Proposed list of catering services and proposed prices
- Visuals of employee uniforms and a standard plan of operation
- Proposed janitorial schedule
- Proposed delivery schedule and required storage space (dry, cold, and frozen)

Convenience Store:

- Proposed layout of the convenience store
- Proposed hours of operation
- Proposed staffing levels
- Proposed equipment list
- Proposed inventory list

Coffee Bar:

- Proposed menu for the coffee bar, with prices and sizes (in ounces)
- Proposed selection of food items (pastries, sandwiches, etc.), and indicate whether they are individually wrapped and if they are sourced from a third party.
- Describe the procedure to rotate menu items in order to offer variety, yet preserve "mainstays".
- Describe your ability to expand to additional locations on campus if required

6.0 EVALUATION

6.01 EVALUATION

The stages of review and evaluation are as follows:

a. Determination of Responsiveness:

OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers who does not meet minimum qualifications may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A Proposer has the right to appeal the decision pursuant to OAR 580-061-130(5)(a).

b. First Stage Evaluation:

Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below. Scores will be used to determine Proposers within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

OSU reserves the right to ask follow-up questions of Proposers during first stage evaluations. The questions will be for the purpose of clarification of information already contained in submittals and not be an opportunity to submit additional documentation or change existing documentation.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers, or an award may be made directly without notice of intent in those instances of a single Responsive Proposer.

c. Second Stage Evaluation:

If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:

- i. Issue a written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
- ii. Engage in oral or written discussions with and receive best and final Proposals from all Proposers in the Competitive Range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:
 - Informing Proposers of deficiencies in their initial Proposals;
 - Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
 - Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the Request for Proposal. Best and final Proposals will be scored based on the evaluation criteria listed below.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. If a second stage evaluation of all Proposers does not produce an award that is in OSU’s best interest, OSU may return to the first stage evaluation to advance additional Proposers to a second stage evaluation.

d. Additional Stages of Evaluation:

If after completion of the second stage of evaluation, an award is not made, OSU may add another stage of evaluation using any of the methods outlined in the second stage evaluation above.

6.02 EVALUATION CRITERIA

Points will be given in each criteria and a total score will be determined. The maximum points available for each criterion are identified below.

<u>Evaluation Criteria</u>	<u>Points</u>
Proposers Demonstrated Ability to Perform the Work & Experience	40
Price of the goods or services to customers	15
Menu/product quality and diversity	20
Environmental sustainability	10
<u>Local sourcing of products and services</u>	<u>15</u>
Total	100

6.03 NEGOTIATIONS

OSU may commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all Responsive Proposers within the competitive range. OSU may negotiate:

- a. The statement of Work;
- b. Hours of operations;
- c. The Contract price as it is affected by negotiating the statement of Work; and

- d. Any other terms and conditions as determined by OSU.

6.04 INVESTIGATION OF REFERENCES

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

6.05 CONTRACT AWARD

Contract will be awarded to the Proposer (or Proposers) who, in OSU's opinion, meets the requirements and qualifications of the RFP and whose Proposal is in the best interest of OSU. If a successful Contract cannot be completed after award, OSU may conclude contract negotiations, rescind its award to that Proposer, and return to the most recent RFP evaluation stage to negotiate with another Proposer(s) for award.

7.0 INSTRUCTIONS TO PROPOSERS

7.01 APPLICABLE STATUTES AND RULES

This Request for Proposal is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Policies and Procedures.

7.02 COMMUNICATIONS DURING RFP PROCESS

In order to ensure a fair and competitive environment, direct communication between OSU employees other than the Administrative Contact or other PCMM representative and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the protest period identified in OAR 580-061-0145(3) and for Proposers(s) selected for award ends with the contract execution. This restriction does not apply to communications to other OSU employees during a Pre-Proposal conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OAR 580-061-0130.

7.03 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Proposals are based on equivalent products, indicate in the Proposal form the manufacturers' name and number. Proposers shall submit with their Proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

7.04 REQUESTS FOR CLARIFICATION OR CHANGE

Requests for clarification or change of the Request for Proposal must be in Writing and received by the Administrative Contact no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Proposer's request. OSU will consider all timely requests and, if acceptable to OSU, amend the Request for Proposal by issuing an Addendum. Envelopes, e-mails or faxes containing requests must be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

7.05 ADDENDA

Only documents issued as Written Addenda by PCMM serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. Addenda will be publicized on the OUS procurement website. Proposers are advised to consult the OUS procurement website prior to submitting a Proposal in order to ensure that all relevant Addenda have been incorporated into the Proposal. Proposers are not required to submit Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by Addenda into their Proposal. Failure to do so may make the Proposal non-Responsive, which in turn may cause the Proposal to be rejected.

7.06 PREPARATION AND SIGNATURE

All Required Submittals must be Written or prepared in ink and signed in ink by an authorized representative with authority to bind the Proposer. Signature certifies that the Proposer has read, fully understands, and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal.

7.07 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in all Proposals will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Proposal contains what the Proposer considers a "trade secret" the Proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

7.08 SUBMISSION

Proposals must be received in the PCMM office no later than the Proposal Due Date and Time; it is the Proposer's responsibility to ensure that the Proposal is received prior to the Proposal Due Date and Time indicated in this RFP, regardless of the method used to submit the Proposal. Proposals may be submitted via the following method(s):

- 1) Electronic copy in PDF format included as attachment(s) in an e-mail sent to bids@oregonstate.edu. The e-mail subject line should contain the RFP No. and RFP title. Only those Proposals received at this e-mail address by the Due Date and Time will be considered Responsive; do not e-mail a copy of the Proposal to any other e-mail address. Proposals submitted directly to the Administrative Contact e-mail address will NOT be considered Responsive. It is highly recommended that the Proposer confirms receipt of the email with the Administrative Contact noted above or by calling 541-737-4261. The Administrative Contact may open the e-mail to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal, or address the overall Responsiveness of the Proposal.
- 2) Hard copy in a sealed package or envelope dropped off in person or delivered to the submittal location listed on the Request for Proposal cover sheet. The package or envelope should be addressed to the Administrative Contact. It is highly recommended that the Proposer confirms receipt of the Proposal with the Administrative Contact prior to the Proposal Due Date and Time.

All Proposals, including those submitted through electronic methods (if allowed), must contain Written signatures indicating intent to be bound by the offer. If the Proposer submits multiple versions of the Proposal via different methods and does not explicitly direct OSU as to which version to use, OSU will determine which version of the Proposal will be used for evaluation.

7.09 MODIFICATION

Prior to submittal, Proposers should initial modifications or erasures in ink by the person signing the Proposal. After submittal but prior to the Proposal Due Date and Time, Proposals may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Proposal. After the Proposal Due Date and Time, Proposers may not modify their Proposal.

7.10 WITHDRAWALS

A Proposer may withdraw their Proposal by submitting a Written notice to the Administrative Contact identified

in this Request for Proposal prior to the Proposal Due Date and Time. The Written notice must be on the Proposer's letterhead and signed by an authorized representative of the Proposer. The Proposer, or authorized representative of the Proposer, may also withdraw their Proposal in person prior to the Proposal Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

7.11 LATE SUBMITTALS

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Proposal Due Date and Time). OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OAR 580-061-0120. Sole responsibility rests with the Proposer to ensure OSU's receipt of its Proposal prior to the Proposal Due Date and Time. OSU shall not be responsible for any delays or mis-deliveries caused by common carriers or by transmission errors, malfunctions, or electronic delays. Any risks associated with physical delivery or electronic transmission of the Proposal are borne by the Proposer.

7.12 PROPOSAL OPENING

Proposals will be opened immediately following the Proposal Due Date and Time at the Submittal Location. Proposer may attend the Proposal opening. Only the names of the Proposers submitting Proposals will be announced. No other information regarding the content of the Proposals will be available.

7.13 PROPOSALS ARE OFFERS

The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days. OSU's award of the Contract constitutes acceptance of the offer and binds the Proposer. The Proposal must be a complete offer and fully Responsive to the Request for Proposal.

7.14 CONTINGENT PROPOSALS

Proposer shall not make its Proposal contingent upon OSU's acceptance of specifications or contract terms that conflict with or are in addition to those in the Request for Proposal, its Exhibits, or Addenda.

7.15 RIGHT TO REJECT

OSU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Exhibits, or Addenda, if upon OSU's Written finding that it is in the public interest to do so. OSU may reject all Proposals for good cause, if upon OSU's Written finding that it is in the public interest to do so. Notification of rejection of all Proposals, along with the good cause justification and finding of public interest, will be sent to all who submitted a Proposal.

7.16 AWARDS

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. OSU reserves the right to delete any item from the award when deemed to be in the best interest of OSU.

7.17 LEGAL REVIEW

Prior to execution of any Contract resulting from this Request for Proposal, the Contract may be reviewed by a qualified attorney for OSU pursuant to the applicable Oregon Revised Statutes and Oregon Administrative Rules. Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

7.18 PROPOSAL RESULTS

A Written notice of intent to award will be issued to all Proposers. The Proposal file will be available for Proposer's review during the protest period at the PCMM Department. Proposers must make an appointment with the Administrative Contact to view the Proposal file. After the protest period, the file will be available by making a Public Records Request to OSU Office of General Counsel.

7.19 PROPOSAL PREPARATION COST

OSU is not liable for costs incurred by the Proposer during the Request for Proposal process.

7.20 PROPOSAL CANCELLATION

If a Request for Proposal is cancelled prior to the Proposal Due Date and Time, all Proposals that may have already been received will be returned to the Proposers. If a Request for Proposal is cancelled after the Proposal Due Date and Time or all Proposals are rejected, the Proposals received will be retained and become part of OSU's permanent Proposal file.

7.21 PROTEST OF PROVIDER SELECTION, CONTRACT AWARD

Any Proposer who feels adversely affected or aggrieved may submit a protest within three (3) business days after OSU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Request for Proposal number and title. The rules governing protests are at OAR 580-061-0145.

EXHIBIT A
TERMS AND CONDITIONS / SAMPLE CONTRACT

This Contract is between Oregon State University for its University House and Dining Centers ("OSU"), and [Company name] ("Provider").

WHEREAS, OSU competitively solicited for the services outlined in this/these Contracts under Request for Proposal number JD174923P entitled Dining Services at OSU Cascades Campus and Provider was selected as the Proposer best able to provide these services; and

WHEREAS, Provider understands the requirements for the services outlined in this Contract, and is willing and able to provide, in accordance with the terms of this Contract, the services;

NOW, THEREFORE, OSU and Provider(s) agree as follows:

1. CONTRACT TERM AND TERMINATION:

A. CONTRACT TERM.

This Contract is effective on the date of *signature*. *Vendor will be retained on contract as a consultant until operations are initiated. The initial term shall be 5 years from the initiation of operations. The initiation of operations shall be the first day that services are being provided in the completed building. An amendment shall be executed prior to operation initiation date specifying the start of the 5 year term.* OSU has the option to extend the term of this Contract for nine (9) additional twelve (12) month terms based on the current terms and conditions. OSU may exercise this option to extend by providing written notice to Provider prior to the expiration of the Contract.

B. TERMINATION.

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' written notice. In addition, OSU may terminate this Contract at any time by written notice to Provider if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Provider to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by OSU's budget and OSU determines, in its assessment and ranking of the policy objectives explicit or implicit in OSU's budget, that it is necessary to terminate the Contract, or (d) if the OSU program for which this Contract was executed is abolished.

OSU may also terminate this Contract at any time by written notice for default (including breach of contract) if (a) Provider fails to timely provide services or materials called for by this Contract; or (b) Provider 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 conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. Termination of this Contract under this Section or any other section is without prejudice to OSU's other rights and remedies.

C. REMEDIES FOR PROVIDER'S DEFAULT.

In the event Provider is in default (which includes without limitation, incomplete services), OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Provider(s) to correct any defects without charge, (c) negotiation with Provider(s) to sell the services to OSU at a reduced price, (d) termination of the Contract, (e) withholding all moneys due for the services Provider has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies

singly, collectively, successively, or in any order whatsoever.

2. STATEMENT OF WORK:

A. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

i) **Provider(s) shall provide OSU with the following services and documentation during the Term of this Contract:**

- a. All the management, personnel, food products, supplies, equipment, materials, technical support, training, systems, and effort necessary for the management of the main dining operation, convenience store and / or coffee bar shall function at a level of quality acceptable to the University. Provider(s) shall be responsible for food purchasing and production, quality control, human resources management (hiring, training, development, dismissal, etc., of its own employees), health-department inspections, financial and technical management of the main dining operation, convenience store or coffee bar. The University shall have the right to designate its own appropriate staff to liaise with Provider(s) monitoring compliance with terms and conditions of the contract.
- b. Provider shall contract for goods, services and employment needed to accomplish the conditions of this agreement, in addition to that currently provided by the University, in its own name and not implicate the University as being liable either directly or by inference in any transactions. The Provider shall comply with all Federal, State, and Local laws pertaining to business conducted in accordance with this agreement as well as Oregon State University policies and procedures.
- c. Provider shall be responsible for providing all motorized vehicles to fulfill the terms of this contract.
- d. Provider shall be expected to operate the dining facility, convenience store and coffee bar based on demand and operational needs of OSU Cascades; which includes a desire for food services from **7:00am to 10:00pm, 7 days a week**. Provider shall be required to have the ability to keep BASIC OPERATIONS in function **regardless of weather conditions or campus closure**.
 - (a) These services must be provided for the total residential population and must include three meals each day on weekdays and 2 meals a day (brunch and dinner) on the weekends, served from the main dining facility. Each meal must be served for one (1) hour each day. Basic Operations must continue for the duration of the campus closure or until normal operations resume
- e. Provider shall have a program(s) that supports student lifestyle needs during the regular academic schedule, including academic breaks, holidays, late night and special eating requirements due to religious preferences and practices, etc.
- f. Provider shall have a plan of operations for emergency situations that provides for continuing service to the campus (e.g., snowstorms and other severe weather, fire, earthquake, pandemic, power failure, equipment failure, etc.).
- g. Provider is expected to maintain prices that are competitive in the local marketplace, as jointly determined by OSU-Cascades and the selected provider.
- h. Provider shall work with OSU-Cascades staff to implement a University ID Card that will allow access to student dining accounts.
- i. Provider shall be responsible for all Point of Sale ("POS") equipment needed to accept major debit and credit cards and that is compliant with university equipment standards (currently

Micros and CS Gold). Such equipment must be compliant with industry security standards and audited/scanned on a periodic basis. The University shall be responsible for administering the photo identification card program.

- j.** Provider shall establish security procedures to protect cardholder data and comply with the Payment Card Industry Data Security Standard. Details of the Payment Card Industry Data Security Standard at <https://www.pcisecuritystandards.org/index.php>. Provider agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of cardholder data. In the event of a breach of any of Provider's security obligations or other event requiring notification under applicable law, Provider agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend OSU and its trustees, officers, and employees from and against any claims, damages, or other harm related to such a breach.
- k.** Provider shall develop and implement training programs on equipment maintenance, safety and sanitation practices, food handling, nutrition education, diversity/sexual harassment education and customer relations for managers and employees. Provider shall comply with all Oregon Occupational Safety and Health Administration ("OSHA") regulations.
- l.** Provider shall have a transition and implementation plan that identifies all steps, applicable dates, and associated expenses required for the successful start-up of this account.
- m.** Provider shall provide input on the final facility design and building layout.
- n.** Provider shall have a comprehensive plan to ensure a consistent sanitary environment in line with City, State, Federal and University standards and expectations.
- o.** Provider shall pay all costs, fees and royalties arising from, or associated with, the Provider's use of copyright, trademarks, patented materials, equipment, devices, music, or processes used in the operation of, or incorporated in, the provision or marketing of the Provider's services.
- p.** Provider shall be responsible for maintaining plumbing and electrical connections to support the equipment and operation. The University shall be responsible for plumbing and wiring from within the wall or floor (i.e., clogged drains shall be the responsibility of Provider; broken pipes shall be the responsibility of the University). Cleaning of waste/lines, exhaust hoods and ducts, and grease traps are the responsibility of the Provider and shall be satisfactorily performed on a schedule approved by the University. Inspections may be performed by University personnel.
- q.** Provider shall provide, at its own expense, any and all necessary equipment not provided by the University in the initial inventory. Ownership for such equipment shall be vested with the Provider unless otherwise stated in writing. The University shall maintain ownership of equipment provided in the initial inventory.
- r.** Routine Maintenance of all kitchen equipment, including that owned by the University, is the responsibility of the Provider.
- s.** OSU seeks to be "a model of sustainability, integrating the goals of ecological restoration, economic development and social equity." One of the purposes of the University's Office of Sustainability is to "examine current practices to reduce environmental impact and to create a culture of environmental stewardship." The Provider should expect to participate in the University's sustainable initiatives.
- t.** Ownership of any additions, alterations, improvements and/or construction on the University's campus, funded either partially or fully by the Provider, shall be the property of the University, unless otherwise agreed upon by the University and the Provider.

- u. Provider shall maintain clean facilities and report to OSU-Cascades facilities any repairs that are required. Provider is responsible for cleaning and janitorial services for Provider's equipment, furniture, and space. Provider and OSU-Cascades may develop an independent agreement for OSU-Cascades to provide janitorial services for Provider.
- v. OSU-Cascades is not responsible for lost, stolen, or damaged property of Provider, Provider's staff, or Provider's customers.
- w. OSU-Cascades retains the right to control the management and operation of all facilities, including those occupied by Provider. OSU-Cascades' officers, agents, board members, and employees may enter the facility at any time and on any occasion.
- x. Provider shall not install or construct any structures or make any modifications to the facilities without prior written permission of OSU-Cascades. OSU-Cascades reserves the right to impose any guidelines or requirements for installation or construction of approved structures.
- y. Provider shall not post or exhibit or allow to be posted any signage, on, or in any part, of the facility or buildings, except as approved in advance by OSU-Cascades in its sole and absolute discretion.
- z. Provider shall not use the facilities of OSU-Cascades for any other purpose except as set forth in this Contract, without the prior written consent of OSU-Cascades, which consent OSU-Cascades may exercise in its sole discretion. Provider shall not cause, maintain or permit any waste or nuisance in, on, or about the Premises or Building. Licensee shall not use the Premises or permit anything to be done in or about the Premises which will in any way violate or conflict with any Legal Requirements. For the purposes of this License, the term "Legal Requirements" means all present and future laws, ordinances, orders, judgments, rules, regulations and requirements of all federal, state, regional, and municipal governments, departments, agencies, commissions, boards and officers, forseen or unforeseen, ordinary as well as extraordinary, applicable to the Premises and Building and shall include the then current rules and policies of OSU (including but not limited to parking and transportation services policies, non-smoking campus policies, public safety standards regarding firearms, sexual harassment standards and environmental health and safety standards). Provider shall comply with all city, county, state and federal laws, ordinances and OSU policies, including but not limited to minimum wage, worker's compensation, food handler certifications, compliance with County environmental health regulations and inspections, license of the business with the City, and compliance with fire codes

ii) OSU-Cascades will make the following accommodations to the Provider(s) during the Term of this Contract

- a. Provider and provider's employees and customers shall have access to restroom facilities within the respective building where services are provided.
- b. Garbage, recycling, and composting facilities and services for the Provider's use. Provider is responsible for removal of all waste from the Provider's leased spaces. Provider shall dispose of all waste in the central waste collection facility, designated by OSU-Cascades.
- c. Water, sewer, electricity, and natural gas for food preparation and cleaning. OSU-Cascades will review and approve of all appliances and equipment to be used in the Provider's Area of operations. Equipment must be Energy-Star certified, where such equipment is available.
- d. The Provider shall be provided with keys to access the facilities in which Provider provides services. Provide shall be charged a replacement fee of \$25 for lost keys.
- e. Each employee of Provider shall be issued an identification badge, which will be the property of OSU-Cascades. All employees shall wear the identification badge in conformance with OSU-

Cascades policies.

- f. Provider's employees, guests, and customers must comply with OSU-Cascades parking policies.

iii) Dining Operation Requirements:

- a. The University grants the Provider the primary but not exclusive right to provide catering services. It is the intent of the University, however, to maximize utilization of the Provider's services.
- b. Catering menus are to be developed for luncheons, buffets, dinners, served dinners, hors'oeuvres, banquets, coffee service, breakfasts, etc. The clients for which the catering is to be marketed shall include but not be limited to student groups, University fund raising, President's Office (executive catering), University Alumni, University Advancement, special promotions, conference programs, sports camps, departmental meetings, workshops, and community functions held on the campus.
- c. Provider shall purchase and secure its own liquor licenses as needed. Provider is also required to apply for and secure, in the University's name, all one-day liquor licenses for events not covered by areas where existing licenses are held.
- d. It shall be specifically understood that when the Provider uses areas, which are not primarily intended for food service (meeting rooms and lounges) for catered meals, receptions, etc., appropriate set-up and cleanup of the site shall be undertaken by the Provider. Facilities shall be restored to conditions satisfactory to the institution before the next scheduled use of that area. This shall involve maintenance and sanitation of the area, and equipment and trash removal.
- e. When the Provider provides beverages and snacks in a meeting room, it is responsible for the prompt removal of equipment and food residue from the area immediately following the completion of the meeting.
- f. Special attire, such as formal attire and wait-staff uniforms must be supplied by Provider for catering functions.
- g. Any items provided at the dining operation which are also provided within the coffee bar or convenience store locations must be comparatively priced by Provider.

iv) Convenience Store Requirements:

- a. The University reserves the right to require Provider to establish additional product lines/items not carried by the Provider.
- b. The University reserves the right to require Provider to request that the convenience store inventory products from other specialty vendors including but not limited carbonated beverages, chips, bread, milk, ice cream, and special snack items.
- c. The Provider shall furnish all the promotional merchandising display racks as determined to be required by the University, at no cost to the University.
- d. The Provider shall collaborate with the University on arrangements for the usage of the shared space, however the University will have final say over any changes to the layout including product displays and access requirements.
- e. Any items provided at the convenience store which are also provided within the coffee bar or dining locations must be comparatively priced by Provider.

v) Coffee Bar Requirements:

- a. The menu shall include brewed beverages, hot, iced and icy type products, and complementary food items. Menu items should be rotated in order to offer variety, yet preserve “mainstays.”
- b. Any items provided at the coffee bar which are also provided within the convenience store or dining locations must be comparatively priced by Provider.
- c. Pricing at additional locations on campus in the case of an expansion request shall remain the same. Drink and food requirements may vary depending on the nature of the need at the expanded locations.

vi) Key Persons:

- a. Provider and OSU agree that each individual specified below is an individual whose special qualifications and involvement in Provider’s performance of services form part of the basis of agreement between the parties for this Contract and is an individual through whom Provider shall provide to OSU the expertise, experience, judgment, and personal attention required to perform services (“Key Person”). Each of the following is a Key Person under this Contract:

(a) On-Site Director:

- (i) Provider MUST have an onsite director.

- 1. The on-site Director shall also be experienced and adept in addressing the needs, concerns, and inquiries of the constituencies of the University community. The University will have final approval over the Director assigned to lead campus dining services and consultative review of all managers assigned by the Provider to manage individual areas of dining service, such as retail dining, residential dining, catering, etc., during the entire period of the contract. Once the Dining Service Operation Team is approved by the University, there shall be no removal of any members of the management team without the written approval of Oregon State University.

- b. Neither Provider nor any Key Person of Provider shall delegate performance of services any Key Person is required to perform under this Contract to others without first obtaining OSU’s written consent. Further, Provider shall not, without first obtaining OSU’s prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide OSU with that Key Person’s expertise, experience, judgment, and personal attention. If Provider requests OSU to approve a re-assignment or transfer of a Key Person, OSU shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual OSU approves as a replacement for a Key Person is deemed a Key Person under this Contract.

B. ACCEPTANCE OF SERVICES.

Services furnished under this Contract are subject to acceptance by OSU. If OSU finds services furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the services, require Provider(s) to correct any defects without charge, or negotiate with Provider(s) to reduce the price, whichever OSU deems appropriate under the circumstances. If Provider(s) is/are unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may pursue any of the remedies for Provider’s default detailed in that Section above.

C. BUSINESS REVIEWS.

Provider(s) will participate in Business Reviews as requested by OSU Procurement, Contracts, and Materials Management. Business Reviews will be scheduled by the Contract Administrator in OSU Procurement, Contracts, and Materials Management and will include attendance by OSU

representatives, and Provider's Regional Representatives. The reviews may include discussion of Contract terms and conditions, work performed under the Contract, financial data, proposal of Contract improvements for increased service or lower costs, and any potential changes to the Contract.

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3. **COMPENSATION:**

A. **COMMISSIONS**

i. **Percent Commission:**

Provider shall pay to OSU a percent commission as follows:

[XXXX] percent [XX%] of Gross Sales.

ii. **Gross Sales Defined:**

The term "Gross Sales" is defined as the grand total of all sales transactions by the Provider, their agent, employee or subcontractors, made as a result of providing the Services under this Contract.

iii. **Commission Payments.**

Percent commission payments shall be due and payable by the fifteenth (15th) day of each calendar month based on the Gross Sales received in the previous month. The fixed commission payment, percent commission payments and Report on Gross Sales shall be addressed to:

OSU University Housing and Dining Services
Attention: Business Operations
109 Poling Hall
Corvallis, Oregon 97333

B. **ACCEPTANCE OF PAYMENT**

The acceptance by OSU of any statement by Contractor or of any payment shall not be deemed a waiver of the right of OSU to claim any additional payment after a review and inspection of Contractor's books and records.

C. **TAXES**

Contractor is responsible for the collection and payment of any applicable State, City, County, and local sales taxes, license fees, ad valorem or other levies or assessments imposed by said governmental entities as a result of the Contractor's operations hereunder.

D. **REPORTS**

a. **Report on Gross Sales:**

With the payment of the percent commissions, Contractor shall deliver a report showing the amount of Gross Sales during the prior calendar month. The Report on Gross Sales shall include, among other things specified by OSU, all Gross Sales by date, category, location and event.

b. **Annual Report:**

Not later than forty-five (45) calendar days of the close of each Contract Year during the term of this Contract, Contractor shall furnish to OSU a true and accurate audited financial statement of Gross Sales. The audited financial statement shall include a statement of receipts and shall contain and include (without limitation) a breakdown of Gross Sales. Such statement shall be furnished for every Contract Year in which business was transacted under this Contract during the whole or any part of the year.

4. **INSURANCE:**

A. **GENERAL LIABILITY INSURANCE.**

Provider shall obtain, at Provider's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance, including Products and Completed Operations coverage, with minimum limits of \$2 Million per occurrence and \$4 Million aggregate. Such insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon with an A.M. Best rating

of at least A-VII, or such other insurance carrier approved in writing, in advance, by OSU. OSU and its officers, board members, employees, and agents shall be included as additional insured in said insurance policy.

B. PROFESSIONAL LIABILITY INSURANCE.

Provider shall obtain, at Provider's expense, and keep in effect during the term of this contract, Professional Liability Insurance. Coverage limits shall not be less than \$2,000,000 per occurrence.

C. AUTOMOBILE LIABILITY INSURANCE.

Provider shall obtain, at Provider's expense, and keep in effect during the term of this contract, Automobile Liability Insurance. This coverage can be provided by combining the Automobile Liability Insurance with the General Liability Insurance. Coverage limits shall not be less than \$2,000,000 combined single limit per occurrence.

D. PROPERTY INSURANCE.

The Provider must maintain Property Insurance during the term of the Contract that covers all property used for Contract work and all Provider-owned property that is stored at OSU.

E. PRIMARY COVERAGE.

Insurance carried by Provider under this Contract shall be the primary coverage and OSU's insurance is excess and solely for damages or losses for which OSU is responsible.

F. WORKERS' COMPENSATION.

The Provider, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

G. CERTIFICATES OF INSURANCE.

As evidence of the insurance coverages required by this Contract, the Provider shall furnish Certificate(s) of Insurance to the OSU Contract Administrator, upon request. The Certificate(s) will specify all of the parties who are Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from acceptable insurance companies or entities. Provider shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

H. NOTICE OF CANCELLATION OR CHANGE.

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to OSU, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to OSU. If any insurance company refuses to provide the required notice, the Provider or its insurance broker shall notify OSU of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

5. INDEMNIFICATION:

A. INDEMNITY.

- a. Provider shall indemnify and hold harmless OSU and its officers, board members, employees, agents and other representatives against claims, expenses, or losses: (i) that result from Provider's negligence, wrongful acts or willful misconduct, or (ii) alleging Provider's services, information or materials supplied by Contactor to OSU under this Contract, or OSU's use of any of the foregoing infringes on any patent, copyright, trade secret, trademark, or other proprietary right of a third party.
- b. OSU's right to receive indemnification under this Section is conditioned upon OSU giving reasonably prompt notice and assistance of any claim; provided however, that OSU's failure to

provide notice and assistance does not limit OSU's right to indemnification except to the extent such failure or assistance materially affects Provider's ability to defend the claim.

- c. Provider's indemnification obligation under this Section includes but is not limited to all of OSU's expenses of litigation, court costs and reasonable attorney fees.

B. DEFENSE.

- a. Provider shall have control of the defense with counsel reasonably acceptable to OSU, except that: (i) OSU may join the defense with its own counsel and at its own expense if OSU determines there is a conflict of interest or there is an important government principle at issue, and (ii) OSU'S consent is required for any settlement that requires OSU to pay any money, does not release OSU from all liability from the claim, or adversely affects OSU's interest.

6. LAWS AND POLICIES:

A. APPLICABLE LAW; JURISDICTION AND VENUE.

- a. The laws of the State of Oregon (without giving effect to its conflict of laws principles or laws) govern all matters arising out of or relating to the Contract, including, without limitation, its validity, interpretation, construction, performance or enforcement. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of Oregon for Benton County.
- b. Notwithstanding paragraph (a), if a legal action or proceeding must be brought in a federal forum, the party shall bring the legal action or proceeding in the United States District Court for the District of Oregon. This paragraph does not authorize Provider to bring a legal action or proceeding against OSU in a federal forum except to the extent Congress has validly abrogated OSU's sovereign immunity. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.
- c. Except as set forth in paragraph (b), the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

B. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES.

- a. The parties shall at all times comply with all applicable federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. The parties shall at all times comply with all applicable standards and policies of OSU, including without limitation any such laws or regulations regarding employment discrimination. If this Contract is being funded with federal funds, Provider agrees to comply with all applicable federal contracting statutes, regulations and policies.
- b. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; (x) the Health Insurance Portability and Accountability Act requirements noted in OAR 125-055-0115; (xi) the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628; (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference

herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

C. FEDERALLY REQUIRED PROVISIONS.

- a. Equal Employment Opportunity – Provider shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- b. Rights to Inventions Made Under a Contract or Agreement – If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- c. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – If this Contract provides for payments in excess of \$100,000, Provider shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- d. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Providers who apply or bid for an contract of more than \$100,000 shall file a certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Provider shall require any subcontractor who applies or bids for subcontract in excess of \$100,000 to provide a similar certification to the next higher tier (Provider or subcontractor as applicable). Each tier shall also disclose any lobbying with non-Federal funds in connection with obtaining any Federal award. Provider or subcontractor must forward any disclosures from tier to tier up to OSU.
- e. Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, providers and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If this Contract is in excess of the small purchase threshold, Provider hereby certifies they are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

D. PUBLIC RECORDS LAW NOTICE.

OSU advises Provider that information OSU receives may be subject to public inspection under Oregon Public Records Law (ORS 192.410-192.505).

E. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION.

Services supplied under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division. Provider shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Provider shall immediately provide Material Safety Data Sheets, as required by OAR ch. 437, for the products subject to this provision.

F. FIREARMS POLICY.

OSU has a policy that prohibits Provider and Provider's employees, agents, and subcontractors from possessing firearms on OSU property.

G. PARKING.

Providers doing business on the OSU campus may be required to have a permit to park if utilizing restricted street parking or parking lots. Provider parking permits may be obtained through OSU's Office of Transit & Parking Services. Employees of the Provider shall be required to purchase and display the appropriate parking decal for vehicles parked on campus

H. SEXUAL HARASSMENT POLICY.

OSU has policies that prohibit sexual harassment of members of the OSU community and in keeping with those policies Provider and Provider's employees, agents, and subcontractors are prohibited from engaging in sexual harassment of members of the OSU community.

I. SMOKING POLICY.

OSU has a policy that prohibits Provider and Provider's employees, agents, subcontractors from smoking on the OSU campus or other OSU owned property. The smoking prohibition includes all indoor and outdoor spaces.

J. WEBSITE ACCESSIBILITY.

If Provider is designing or developing web page(s) for OSU under this Contract, Provider shall design and develop (as applicable) the web page(s) in conformance with OSU's Policy on Information Technology Accessibility available at <http://oregonstate.edu/accessibility/ITpolicy>.

7. GENERAL TERMS AND CONDITIONS:

A. ORDER OF PRECEDENCE.

In the event of a conflict, all the terms and conditions of this Contract, its exhibits, and any amendments thereto supersede all terms and conditions on any forms used by the Provider.

B. NO THIRD PARTY BENEFICIARY.

OSU and Provider 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 parties

C. ASSIGNMENT/SUBCONTRACT/DELEGATION.

Provider shall not assign, subcontract, delegate or otherwise transfer any of its rights or obligations under this Contract, without the prior written approval of OSU. Any assignment of rights or delegation of duties is prohibited under this Section, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights or delegation of duties in violation of this Section is void. OSU's consent to delegation does not relieve Provider of any of its performance obligations.

D. WAIVER.

No waiver of an obligation under this Contract is effective unless it is in writing and signed by the party granting the waiver. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Contract operates as a waiver or estoppel of any right, remedy or condition.

E. ACCESS TO RECORDS AND AUDIT.

Provider shall maintain accurate books, records, documents, and other evidence (collectively, "Records") following 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. Provider shall permit OSU and the federal government and their respective duly authorized representatives to have access to the Records that are directly pertinent to this Contract

for the purpose of conducting an audit, or other examination, or for creating excerpts or transcripts. Provider shall maintain Records for OSU's review for at least six years beyond the term of the Contract. Provider shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU under this Contract.

OSU shall have the right to an independent third-party audit of the Provider's records associated with or related to the goods or services provided for under this Contract. OSU may request an independent third-party audit no more than one time per calendar year. OSU will determine the time-period that will be the subject of the audit. However, the entire term of the Contract, including the original term and any subsequent renewals or extensions, may be the subject of the independent third-party audit at any time. Provider shall bear the full cost of such independent third-party audit.

F. GOVERNMENT EMPLOYMENT STATUS.

Provider certifies that either (a) it is not currently employed by OSU or the federal government; or (b) if Provider is so employed, Provider has fully disclosed to OSU in writing such employment status, is in full compliance with any statutes, regulation, and OSU or the federal government policies regarding employee contracting, and agrees to indemnify and hold harmless OSU for any failure by Provider to comply with such statutes, regulations, or policies.

G. INDEPENDENT CONTRACTOR STATUS.

The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Provider's performance. Provider is responsible for determining the appropriate means and manner of performing the services. Provider is not an officer, employee or agent of OSU as those terms are used in ORS 30.265. Provider has no authority to act on behalf of OSU and shall not purport to make any representation, contract, or commitment on behalf of OSU.

H. NOTICE.

- a. A party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Contract shall give the Notice in writing and use one of the following methods of delivery: personal delivery, United States Postal Service Registered or Certified Mail (return receipt requested and postage prepaid), overnight courier (with all fees prepaid), facsimile or e-mail to the other party's address as listed on the signature page of this Contract. Notice to OSU is to be delivered to the Contract Administrator and Departmental Administrator except where this Contract expressly directs or permits delivery of Notice to a different Department.
- b. Notice is effective: (i) if given by facsimile, upon receipt by the sending party of an appropriate facsimile confirmation; (ii) if given by e-mail, by confirmation of receipt by return e-mail, which is not satisfied by an automatically-generated message that the recipient is out of the office or otherwise unavailable; or (iii) if given by any other means, when delivered at the address specified in this Section.

OSU Contract Administrator
OSU PCMM
ATTN: JD174923P

644 SW 13th Street
Corvallis, OR 97333
Telephone: (541) 737-3572
Fax: (541) 737-2170
E-mail: Joshua.dodson@oregonstate.edu

and:

OSU Departmental Administrator
David Craig
Director of Assessment and Business
Development
University Housing and Dining Services
Corvallis, OR 97333
Telephone: 541-737-8729
Fax: 541-737-0686
E-mail: david.craig@oregonstate.edu

PROVIDER Contract Administrator

[Name]
[Title]
[Address]
[City, State, Zip]
Telephone: [Phone Number]
Fax: [Fax Number]
E-mail: [E-Mail Address]

I. OSU NAME AND TRADEMARK.

Provider shall not identify this Contract, nor use OSU's names, trademarks, service marks, or other proprietary marks in any of Provider's marketing material, advertising, press releases, publicity matters or other promotional materials without the prior written consent of OSU, which consent may be withheld in OSU's sole discretion.

J. RECYCLED PRODUCTS.

Providers will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Contract.

K. SALES AND USE TAXES.

OSU shall pay all applicable sales, excise, or use taxes in connection with this Contract. Invoices shall separately identify all such taxes and shall include either Provider's sales tax or use tax permit number. Provider shall be responsible for all other taxes, including taxes based upon Provider's income. Provider shall indemnify, defend, and hold harmless OSU from and against any interest, penalties, or other charges resulting from the non-payment or late payment of taxes or other charges for which Provider failed to invoice OSU or which Provider otherwise failed to pay in a timely manner.

L. FORCE MAJEURE.

Neither party is responsible for delay caused by an act or event that prevents the party from performing its obligations under this Contract where such cause is beyond the party's reasonable control and the nonperforming party has been unable to avoid or overcome the act or event by the exercise of due diligence. Such acts or events include without limitation fire, riot, acts of nature, terrorist acts, or other acts of political sabotage or war. Provider shall make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

M. MWESB REPORTING.

Upon request by OSU, Provider is required to provide a report on the dollar volume of products provided under the Contract which are purchased by the Provider from firms which are defined as follows:

Disabled Veteran Enterprise means a business that is at least 51% owned by one or more disabled veterans. A disabled veteran is a veteran of the military, naval, or air service of the United States with a service connected disability who is a resident of the State of Oregon. To qualify as a veteran with a service connected disability, the person must be currently declared by the United States Veterans Administration to be 10% or more disabled as a result of service in the armed forces. The business must be licensed and registered in the state of Oregon.

Disadvantaged Business Enterprise (DBE) is a small business with average annual gross receipts less than \$17,420,000. The business must be owned and controlled by one or more socially and economically disadvantaged individual(s). The one or more socially and economically disadvantaged individual(s) must have made a contribution of capital to the business, which is commensurate with their ownership interest. Socially and economically disadvantaged individual(s) are people who have been subjected to racial or ethnic prejudice or cultural bias because of their

identity as members of a group without regard to their individual qualities. The business must be independent. The business must be licensed and registered in the state of Oregon.

Emerging Small Business, (defined in ORS 200.005), is a licensed and registered business located in Oregon for which the average annual gross receipts for the three previous tax years do not exceed \$3,266,219 for construction and \$1,088,740 for non-construction businesses. The business must have fewer than 29 employees.

Minority Business Enterprise, (defined in ORS 200.005), is a business which is at least 51% owned by one or more minority individuals or, in the case of any publicly owned business, at least 51% of the stock of which is owned by minority individuals. Minority individuals are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The business must be licensed and registered in the state of Oregon.

Women Business Enterprise, (defined in ORS 200.005), is a business which is at least 51% owned by one or more women. The woman or women must have managerial and operational control over all aspects of the business. The one or more women owner(s) must have made a real and substantial contribution of capital or expertise to the business, which is commensurate with their ownership interest. The business must be licensed and registered in the state of Oregon.

This report shall be in consolidated form showing all such purchases under the Contract. This report will be provided on an annual basis to OSU. This report will provide a cumulative figure that shows year to date amounts for each supplier ownership category

N. PERMISSIVE COOPERATIVE PROCUREMENTS.

Provider agrees to make prices offered under this Contract available to other public agencies upon the same terms and conditions set forth in this Contract. The prices offered to other public agencies shall be at the same rate as offered to OSU. OSU does not guarantee purchases from any other public agencies. Any such purchases by a public agency other than OSU are directly between the Provider and the other public agency. The other public agency enjoys the same obligations and rights as OSU under this Contract, except for the Administrative Fee which shall be paid to OSU and not to the other public agency. Provider shall provide written notification to OSU when a new public agency begins utilizing this Contract. The total expenditures of other public entities shall be included in the volumes reported to OSU and included in the calculation of the Contract Administrative Fee. Should the total purchases by OSU and other public entities collectively trigger any volume discounts, Provider shall apply such discounts to fees charged to OSU.

O. EXECUTION AND COUNTERPARTS.

This Contract may be executed by facsimile or PDF and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

P. SURVIVAL.

The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

Q. SEVERABILITY.

If any provision of this Contract is determined to be invalid, illegal or unenforceable, the remaining provisions of this Contract remain in full force and effect if the essential terms and conditions of this Contract for both parties remain valid, legal and enforceable.

R. MERGER.

This Contract, including all documents referred to herein and attached hereto, constitutes the entire agreement between the parties and supersedes all prior representations, understanding and agreements between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Contract. No amendment, consent, or waiver of terms

of this Contract shall bind either party unless it is in writing and signed by authorized representatives of each of the parties. Any such amendment, consent, or waiver is effective only in the specific instance and for the specific purpose given.

8. CERTIFICATIONS AND SIGNATURES:

This Contract must be signed in ink by an authorized representative of Provider. The undersigned certifies under penalty of perjury both individually and on behalf of Provider that:

- A. The undersigned is a duly authorized representative of Provider, has been authorized by Provider to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Provider and that this Contract, when executed and delivered, shall be a valid and binding obligation of Provider enforceable in accordance with its terms;
- B. Provider is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Provider will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.
- C. Pursuant to OSU Standard 580-061-0030 Provider has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts;

Each of the parties has caused its duly authorized representative to execute this Contract on the date set forth in its respective signature block below.

PROVIDER:

Signature: _____

Date: _____

By: _____

Title: _____

OSU:

Signature: _____

Date: _____

By: _____

Title: _____

[Remainder of this page left intentionally blank]

**EXHIBIT B
CERTIFICATIONS**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the Proposer, to the best of the undersigned's knowledge, is not in violation of any tax laws described in ORS 305.380(4).

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OAR 580-061-0030 (3).

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal; and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or Contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the Request for Proposal and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Proposal.

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

If Proposer is awarded a contract from this Request for Proposal, Proposer hereby (check one)

- agrees
- disagrees

to offer the resulting contractual terms and prices to other public institutions.

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Telephone:(_____) _____

Title: _____ Fax:(_____) _____

FEIN ID# or SSN# (required): _____ Email: _____

Company: _____

Address, City, State, Zip: _____

Construction Contractors Board (CCB) License Number (if applicable): _____

Business Designation (check one):

- Corporation
- Partnership
- LLC
- Sole Proprietorship
- Non-Profit

**EXHIBIT C
REFERENCES**

REFERENCE 1

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

REFERENCE 2

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

REFERENCE 3

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

**EXHIBIT D
PRICING**

Proposers can provide pricing for one or all of the operations listed below. If pricing is not submitted for an operation the proposer shall forfeit the opportunity to have that scope of work awarded to them under this solicitation. Please see Section 3 'COMPENSATION' on page 27 for more details.

DINING CENTER

PROPOSED ROYALTY RATE PAID TO OREGON STATE UNIVERSITY %_____

PROPOSER IS ENCOURAGED TO PROVIDE A SAMPLE MENUS WITH PRICING OPTIONS THAT MEET THE REQUIREMENTS LISTED WITHIN THE STATEMENT OF WORK.

CONVENIENCE STORE

PROPOSED ROYALTY RATE PAID TO OREGON STATE UNIVERSITY %_____

PROPOSER IS ENCOURAGED TO PROVIDE A SAMPLE INVENTORY WITH PRICING OPTIONS THAT MEET THE REQUIREMENTS LISTED WITHIN THE STATEMENT OF WORK.

COFFEE BAR

PROPOSED ROYALTY RATE PAID TO OREGON STATE UNIVERSITY %_____

PROPOSER IS ENCOURAGED TO PROVIDE A SAMPLE MENU WITH PRICING OPTIONS THAT MEET THE REQUIREMENTS LISTED WITHIN THE STATEMENT OF WORK.