



REQUEST FOR PROPOSALS

RFP #2012-6

Campus Dining Services

ISSUE DATE: April 18, 2012

CLOSING DATE: May 16, 2012

CLOSING TIME: 4:00 PM Pacific Time

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Southern Oregon University
RFP#2012-6

Campus Dining Services

Section I - Information Regarding Proposal

INTRODUCTION

The purpose of this Request for Proposal ("RFP") is to secure a Dining Services Management Agreement ("Agreement") with a highly qualified Food Service Management Company ("Contractor") that will provide the students, staff, faculty and guests of Southern Oregon University ("SOU" or the "University") with a food service operation that meets the highest standards in the industry and where food quality, manner of service, and value to the customer are the primary considerations.

The University is committed to offering the highest possible quality of life to all members of the University community. Students, faculty, and staff make decisions to come and stay at SOU because of the University's success at meeting their needs and exceeding their expectations. This standard is the cornerstone for developing, implementing, and evaluating dining services efforts at the University.

SOU invites food service management companies, hereafter referred to as "Proposers," to submit responses to this RFP to operate the University's dining services, to include on-campus vending, athletic concessions, catering and operation of a campus convenience store, in accordance with the terms, conditions, and specifications that follow. Proposals will be accepted until **May 16, 2012 4:00 P.M. PACIFIC TIME**. Additional details regarding the RFP schedule are provided in Section II below.

The University is dedicated to conducting its business affairs in a socially responsible manner that supports the ideals of ethical business practices and social justice, and sees these objectives as essential aspects of its educational mission. SOU expects Contractor to adopt business practices that are compatible with these standards. The University's goal is to secure a Contractor with proven food service success that will support its mission and become a partner in developing its services to their maximum potential.

BACKGROUND

The University provides Proposers with the following background for reference only. The complete accuracy of this information is not guaranteed.

Southern Oregon University (SOU)

SOU is a four-year contemporary public liberal arts and sciences university with select graduate and professional programs devoted to providing access to opportunities for personal, intellectual, and professional growth through education and scholarship. It is one of the seven universities in the Oregon University System. Academic departments at SOU are both diverse and comprehensive, with over 30 majors and more than 100 academic programs in the schools of arts and letters, education, sciences, social sciences, and business. The varieties of study, as well as

degree options within departments, give the University's more than 6,000 students an opportunity to individualize their education. Departments offer practicum credit, research, internship, and study abroad programs as ways for students to further round out a comprehensive academic education.

The University operates on an academic calendar comprised of four terms: fall, winter, spring, and summer. The dining program operates year round, but most sales occur during the fall, winter, and spring terms.

Over the last three years, SOU has experienced significant enrollment growth, particularly among traditionally-aged (18 to 24 years of age) full-time out-of-state students.

Enrollment Trend	Fall 2009	Fall 2010	Fall 2011
Freshman	1,000	1,107	1,099
Sophomore	838	851	918
Junior	996	1,123	1,197
Senior	1,160	1,260	1,432
Postbac. Undergrad.	140	146	158
Subtotal Undergrad.	4,134	4,487	4,804
Subtotal Graduate	519	515	472
Nonadmitted Undergrad.	293	1,160	1,110
Nonadmitted Graduate	158	281	358
Subtotal Nonadmitted	451	1,441	1,468
Total Enrollment	5,104	6,443	6,744

Similar to enrollment, on-campus residents and meal plan participants have risen over the last three years.

Housing /Dining	Fall 2009	Fall 2010	Fall 2011
Number of Residents	851	984	1038
Total Meal Plan Participation	849	978	1038
Premium Meal Plan	99	129	136
Standard Meal Plan	465	491	495
Economy Meal Plan	183	207	238
Madrone Meal Plan	43	76	72
Other Meal Plan	59	75	97

Campus Dining Services Operations

Institutional oversight and Agreement management of the dining services program are provided by SOU's University Housing Office.

All students residing in the University residence halls are required to purchase a meal plan. The University currently offers four meal plan options during the three major terms (fall, winter, and spring terms): Below are the current rates and operational details:

Academic Year 2011- 12 Rates and Dining Plans

- Premium Meal Plan (\$1,506 / term) – 14 meal swipes at Cascade per week and \$400 declining balance per term.
- Standard Meal Plan (\$1,228 / term) – 10 meal swipes at Cascade per week and \$350 in declining balance per term.
- Economy Meal Plan (\$1,004 / term) – 6 meal swipes at Cascade per week and \$250 in declining balance per term.
- Madrone Meal Plan (\$558 / term) - \$558 declining balance per term.

The University currently operates the following dining programs:

- Cascade Dining Hall: All you care to eat program
 - Location – Cascade Complex
 - Operating Hours:
 - Monday to Friday – 7:00 A.M. to 7:00 P.M. (breakfast to dinner)
 - Sunday to Thursday – 7:00 P.M. to 11:00 P.M. (a la carte)
 - Saturday to Sunday – 10:00 A.M. to 7:00 P.M. (brunch to dinner)
- Elmo's: Retail operation with different concepts
 - Location – Stevenson Union
 - Operating Hours:
 - Monday to Friday – 10:30 A.M. to 3:00 P.M.
- Java Union: Coffee Shop
 - Location – Stevenson Union
 - Operating Hours:
 - Monday to Friday – 7:30 A.M. to 5:00 P.M.
- Southern Grounds: Coffee Shop with some food to go options
 - Location – Hannon Library
 - Operating Hours:
 - Monday to Friday – 7:30 A.M. to 6:00 P.M.
 - Saturday – closed
 - Sunday – 1:30 P.M. to 6:00 P.M.
- Re-Store at Greensprings: Convenience store
 - Location – Greensprings Residence Hall
 - Operating Hours:
 - Monday to Sunday – 10:00 A.M. to 11:00 P.M.

New Housing and Dining Development Project

SOU has engaged American Campus Communities (“ACC”) to assist the University with the development of both replacement housing and replacement dining facilities. ACC will serve as the fee developer and assist the University with the development. While ACC will develop both the residence hall and dining facility, SOU will manage the residence hall and it is SOU’s intention to have the Dining Services Contractor manage the new dining facility.

The project will be breaking ground on April 27, 2012 and the buildings will open Fall 2013. The North Campus Village will be comprised of three separate buildings. The two new residence hall buildings (North and South halls) will have a total of 702 beds in suite-style design. The dining facility will offer approximately 23,000 gross square feet of space with a convenience store.

- The North Hall will provide opportunities for sophomores, juniors, and seniors to reside in full-suite units with private / shared bedrooms, shared in-unit bathrooms, living room, and small kitchenette.
- The South Hall will provide opportunities for freshmen to reside in semi-suite units with private / shared bedrooms and shared in-unit bathrooms.
- The new dining facility will provide approximately 23,000 gross square feet specifically for dining and food service. The dining space is currently designed to allow for an all-you-care-to-eat platform and offers two enclosed private dining rooms to accommodate SOU's robust conference business that operates year round. The main entrance portion of the facility will house the bathrooms and convenience store.

SOU Conference Services Overview

Southern Oregon University hosts a robust conference services program during both the summer and academic year. In FY11, the conference program hosted 294 conference groups, had over 10,000 conference guests, sold over 46,000 bed nights, and sold over 52,000 meals.

Month	Participants	Bed nights	Meals Served
July '10	1,779	7,153	11,584
Aug '10	1,307	9,199	17,989
Sept '10	795	4,002	4,678
Oct '10	394	1,899	1,618
Nov '10	380	2,550	72
Dec '10	41	1,070	0
Jan '11	181	1,258	132
Feb '11	389	1,506	267
Mar '11	950	3,381	3,121
April '11	721	2,708	2,590
May '11	1,052	3,801	3,496
June '11	2,052	7,595	6,902
Total	10,041	46,122	52,449

Current Campus Dining Services Employees

Several dining services employees are currently classified employees of SOU. SOU will consider Proposals to terminate those employees and allow the Campus Dining Services Contractor to employ and manage all dining services employees. Any such Proposals must include detailed information on the financial benefits to be achieved by such an arrangement (this information is specifically requested in the Questionnaire for Proposers section of this RFP). If such a Proposal is accepted, SOU intends to require the Contractor, as a condition of awarding the contract, to hire existing dining services staff at their current salary levels, and maintain such employment and salary levels for a period of no less than six months after the Effective Date of the Contract.

Currently there are 16 Food Services employees on SOU Payroll

- 10.5 at Cascade Dining
- 5.5 at Elmo's and Catering

Monthly expenses in salary average: Salary \$46,000 and Benefits \$40,000

IMPORTANT NOTICE

Read this RFP carefully. By submitting a Proposal in response to this RFP, you acknowledge that you have read, understand and agree to comply with all the provisions of this RFP. The OUS may modify this RFP or make relevant information available to potential Proposers. It is the responsibility of potential Proposers to refer daily to the OUS Current Business and Bidding Opportunities website (<https://secure.ous.edu/bid/>) to check for any available addenda, responses to clarifying questions, or solicitation cancellations.

GENERAL INFORMATION

The Contracting Officer will be your sole point of contact during the RFP process. All correspondence pertaining to this RFP should be appropriately addressed to the Contracting Officer per the contact information below:

Treasa Sprague, Administrative Services Coordinator, Finance & Administration

Telephone: (541) 552-6319

Email: spraguet@sou.edu

**Email preferred*

Office Address: Southern Oregon University
(required for FedEx, UPS, etc) 1250 Siskiyou Boulevard
Ashland, Oregon 97520

Mailing Address: Southern Oregon University
(required for USPS) 1250 Siskiyou Boulevard
Ashland, Oregon 97520

GENERAL PROVISIONS

The University reserves the right to reject any and all Proposals received as a result of this RFP. Oregon Administrative Rules (“OAR”) Chapter 580, Divisions 61 and 62 govern the procurement process for the University.

1. Modification or Withdrawal of Proposal. Any Proposal may be modified or withdrawn at any time prior to the closing deadline, provided that a written request is received by the Contracting Officer prior to the Closing Date. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new proposal.

2. Mandatory Pre-Proposal Meeting. A mandatory pre-proposal meeting and site tour will be held on **April 30, 2012 at Cox Hall at 8am**. Proposers should allow at least four hours for the meeting and tour. Any Proposer interested in submitting a response to this RFP must attend this meeting. In order for the University to prepare properly, **Proposers should notify the Issuing Representative by e-mail at Contracting Officer’s Email using the *Pre-proposal Meeting Registration Form (Exhibit A)* as an e-mail attachment by 5:00 p.m. on April 25, 2012, of their intent to participate.** In the interest of fairness, Proposer visitation teams for the pre-proposal meeting are limited to three (3) persons.

Verbal statements or instructions during the pre-proposal meeting shall not constitute an amendment to this RFP. In the event of any conflict between such statements and the terms of this RFP, the RFP, including all amendments, shall govern.

3. Requests for Clarification and Requests for Change. Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing prior to the date and time indicated in the Schedule of Events at the Contracting Officer address or email address listed under “General Information” in this RFP. Requests for changes must include the reason for the change and any recommended modifications to the RFP requirements.

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

The OUS will consider all requested changes and, if appropriate, amend the RFP. The University will provide reasonable notice of its decision to all Proposers that have submitted a Notice of Interest in accordance with section 21 of this RFP.

4. Addenda. If any part of this RFP is amended, addenda will be provided on the Oregon University System Current Business and Bidding Opportunities website (<https://secure.ous.edu/bid/>). Proposers are exclusively responsible for checking the OUS Current Business and Bidding Opportunities website to determine whether any addenda have been issued. **By submitting a Proposal, each Proposer thereby agrees that it accepts all risks and waives all claims associated with or related to its failure to obtain any addendum or addendum information.**

5. Post-Selection Review and Protest of Award. The University will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right in the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to request and review documents regarding the selection process and to file a written protest of award. Any protest must comply with OAR 580-061-0145. Any award protest must be received in writing at the Contracting Officer address or email address listed under “General Information” in this RFP.

The University will consider any protests received and:

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

The SOU Vice President for Finance and Administration or designee will respond timely to any protests after receipt. The decision shall be final.

6. Potential Selection of Finalists. After the initial evaluation of Proposals, the University, at its sole discretion, may:

- (A) issue a Notice of Intent to Award based on the evaluation criteria provided in Section III of this RFP; OR
- (B) select one or more Proposer(s) as designated finalists based on the evaluation criteria provided in Section III of this RFP (“Finalists”). Finalists may be required to give an oral presentation of their Proposals to the University. Oral presentations provide an opportunity for the Proposer to clarify or elaborate on the Proposal, but Proposers shall not materially alter the content or terms of the original Proposal. Members of the evaluation committee may award a Finalist up to 50 points (in addition to the 100 points available for award under Section III of this RFP) based on their oral presentation. If the evaluation committee requests presentations to be made by the Finalists, the Contracting Officer will schedule the time and location for the presentations. **Note:** Oral presentations are at the discretion of the evaluation committee and may not be conducted; therefore, **written Proposals should be complete.**

If Finalists are selected, Proposers not selected as Finalists will be notified in writing of the Finalist selections. Proposers not selected as Finalists will be given seven (7) calendar days from the date on the notice of Finalist selection to file a written protest. Any protest must be received in writing at the Contracting Officer address or email address listed under “General Information”

in this RFP.

7. Acceptance of Contractual Requirements. Failure of the selected Proposer to execute a contract consistent with the terms of this RFP and the submitted proposal and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of the University.

8. Public Records. Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under the Oregon Revised Statutes ("ORS") 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

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

By submitting a Proposal in response to this RFP, Proposers acknowledge and agree that any information not set apart and labeled as described above is not a trade secret under ORS 192.501(2) and may be subject to disclosure under the Oregon Public Records Law. The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance." ORS 192.500(1). Therefore, non-disclosure of documents or any portion of a document submitted as part of a Proposal, including those labeled as Trade Secrets, may depend upon official or judicial determinations made pursuant to the Public Records Law.

9. Investigation of References. The University reserves the right to investigate all references in addition to supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and lawful payment of subcontractors and employees. The University may postpone the award or the execution of the contract after the announcement of the apparent successful proposer in order to complete its investigation. Information provided by references may prevail in final selection, regardless of preliminary scoring results.

Despite its right to investigate all Proposer references, the University is not obligated to utilize references as part of its evaluation criteria and may decline to investigate or consider references. Any decision made by the University in regards to the use of references, including restricting the consideration of references to only Finalists, will not be considered grounds for protest.

10. RFP Preparation Costs. Cost of developing the proposal, attendance at the mandatory pre-proposal meeting, delivery of an oral presentation (if requested by the University) or any other such costs are entirely the responsibility of the Proposer and will not be reimbursed by the University. By submitting a Proposal, each Proposer thereby accepts all risks, and waives all claims, associated with or related to the costs it incurs in Proposal preparation, submission, and participation in the solicitation process.

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

12. Right to Reject Proposals. The University reserves the right to reject any or all Proposals if such rejection would be in the public interest. Whether such rejection is in the public interest will be solely determined by the University.

13. Cancellation. The University reserves the right to cancel or postpone this RFP at any time or to award no contract.

14. Proposal Terms. All Proposals, including any price quotations, will be valid and firm through the period of contract execution.

15. Usage. It is the intention of the University to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

16. Contract Terms. Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms listed in the CONTRACT SPECIFICATIONS AND REQUIREMENTS, beginning on page 16 of this RFP and the SOUTHERN OREGON UNIVERSITY STANDARD PROFESSIONAL SERVICES CONTRACT PROVISIONS, attached as Exhibit A. Any objections to the Contract Specifications and Requirements or the University's standard contract terms should be raised in accordance with Paragraph 3 – Protest of Specifications – Request for Changes. If the University determines, in its sole discretion, that the selected Proposer will not agree to acceptable contract terms within a reasonable period of time, the University may cancel the selection and award the contract to another Proposer.

17. Review for Responsiveness. Upon receipt of all Proposals, the Contracting Officer will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or unresponsive in part or in whole, it may be rejected and, if rejected, will not be submitted to the evaluation committee. The University reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived when determining if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified in the Proposal will be notified by the University to communicate the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived.

18. Rejections and Withdrawals. The University reserves the right to reject any or all Proposals or to withdraw any item from the award.

19. RFP Incorporated into Contract. This RFP will become part of the final contract between the University and the selected Proposer (also referred to herein as the "Contractor"). The Contractor will be bound to perform according to the terms of this RFP, its Proposal, and the terms of Exhibit A.

20. Communication Blackout Period. Except as called for in this RFP, Proposers may not communicate about this RFP with members of the evaluation committee or any employees of the

University until the apparent successful Proposer is selected and all protests, if any, have been resolved. The contact person designated by the "General Information" section of this RFP is exempted from this blackout period. If any Proposer initiates or continues contact in violation of this provision, the University may, in its sole discretion, reject that Proposer's Proposal and remove it from consideration for award of a contract under this RFP.

21. Notice of Interest. The Notice of Interest (form attached) should be submitted to the office of the Contracting Officer by the time and date indicated in the Schedule of Events via email, fax, or hard copy. A completed Notice of Interest should provide the name, telephone number, and email of a primary contact person to be utilized for communication regarding the RFP and other matters about the selection process. All Proposers that return an accurately completed Notice of Interest will receive the same supplementary information. Submission of the Notice of Interest is not a mandatory requirement for submission of a Proposal.

22. Prohibition on Commissions. The University will contract directly with organizations capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process.

23. Ownership of Proposals. All Proposals in response to this RFP are the sole property of the University and subject to the provisions of ORS 192.410-192.505 (the Public Records Act).

24. Clerical Errors in Awards. The University reserves the right to correct inaccurate awards resulting from its clerical errors.

25. Rejection of Qualified Proposals. Proposals may be rejected in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP. Any terms contained in Proposals that conflict with or modify the terms of this RFP and sample contract are hereby expressly rejected unless specifically adopted in writing by the University.

26. Collusion. By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is, in all aspects, fair and without collusion or fraud.

27. Evaluation Committee. Proposals will be evaluated by a committee consisting of representatives from the University and other interested parties, as appropriate. The committee's recommendations will be forwarded to the SOU Vice President for Finance and Administration for final approval.

28. Commencement of Work. The Contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, and a contract has been fully executed.

TERM OF CONTRACT

The University and the Contractor may enter into a contract to begin work on or about **July 1, 2012**(the "Contract"). The term of the Contract will extend until **June 30, 2022**, with an option for extensions of (2) concurrent five (5) year terms thereafter, subject to the University's needs and the Contractor's continued successful performance as determined by the University. The University reserves the right to terminate the Contract at its discretion upon 120 days notice to the Contractor.

The term of the Agreement is negotiable but must comply with Internal Revenue Service Code Revenue Procedure 97-13.

DELIVERY OF PROPOSALS

Proposals may be submitted via two methods.

Preferred Method. Complete proposals (including all attachments) may be emailed to the Contracting Officer per the contact information provided under "General Information." The Proposals must be electronically received by the Closing Date and Time indicated by the Schedule of Events. **Email subject line must be "Response to RFP #2012-6."** Proposer ***must*** telephone and confirm electronic receipt of the complete emailed document(s) before the time and date deadline. Proposals delayed or lost by email system filtering or failures may be considered at the University's sole discretion.

Alternative Method. An original and electronic copy (on compact disk or an alternative electronic storage device) of the complete Proposal may be mail or hand-delivered to the Contracting Officer per the contact information provided below prior to the Closing Date and Time indicated by the Schedule of Events. The envelope/package containing the response must be clearly marked "**Response to RFP #2012-6.**"

The original Proposal must be **signed in blue ink** by an authorized representative of the Proposer. Alterations or erasures shall be initialed in ink by the person signing the Proposal. Proposals may not be submitted by telephone or fax.

It is the responsibility of the Proposer to ensure that Proposals arrive by the Closing Date and Time. **LATE PROPOSALS WILL NOT BE ACCEPTED, except as set out in the Preferred Method of delivery above.** Proposals may be hand delivered, mailed, or e-mailed to:

Hand Delivery: *(Including UPS, FEDEX)*

Southern Oregon University
1250 Siskiyou Boulevard
Computer Services Room CS234
Ashland, Oregon 97520

Mailing Address:

Treasa Sprague, Finance & Administration
Southern Oregon University
1250 Siskiyou Boulevard
Ashland, Oregon 97520

E-Mail:

spraguet@sou.edu

Proposals will be opened by the Contracting Officer on the Closing Date.

SCHEDULE OF EVENTS

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

RFP Issue Date.....	April 18, 2012
Pre-Proposal Meeting Registration Form Due.....	April 25, 2012 (5:00 pm, PT)
Mandatory Pre-Proposal Meeting	April 30, 2012 (9:00 am, PT)
All Clarifying Questions Due	May 7, 2012 (5:00 pm, PT)
Notice of Interest Deadline..... <i>[not a mandatory submission]</i>	May 4, 2012 (5:00 pm, PT)
Closing Date (Proposals Due).....	May 16, 2012 (4:00 pm, PT)
Finalist Presentations (if required)	May 24, 2012
Deadline for Protest of Award	7 calendar days after date on Notice of Award letter (or potential notice of non-Finalist status)
Estimated Contract Begin Date.....	July 1, 2012

CONTRACT SPECIFICATIONS AND REQUIREMENTS

The following specifications and requirements will be incorporated as terms of the Contract resulting from this RFP. By submitting a Proposal in response to this RFP, you acknowledge and agree to be bound by these terms.

A. General Terms

1. **No guarantee.** The University does not commit to specific volumes of activity at any dining location.
2. **Exclusive Rights.** The Contractor shall have the exclusive right to provide the following services on and for the University:
 - a. Residential Dining
 - b. Food service at the Stevenson Student Union
 - c. Food service at the Library

This right includes exclusive access to kitchen areas, store rooms, food preparation and cooking equipment, dish rooms, offices, and other areas assigned to Contractor as of the Effective Date of the Agreement.

3. **Non-exclusivity.** Contractor acknowledges and agrees that dining services, particularly catering, in all the University areas not expressly listed above, is non-exclusive. Unless expressly prohibited by the Agreement, the University retains the right to employ a vendor other than Contractor to provide food services in these areas on campus or for University programs off campus.
4. **Existing Agreements.** Contractor understands, agrees and accepts that the University does now, and will in the future, have merchandising and operating agreements that allow the University itself or its approved vendors to sell food and beverage products on campus or at SOU-affiliated off-campus sites. These agreements include, but are not limited to:
 - a. Pepsi pouring rights
 - b. University bookstores
5. **Use of Registered Names, Logos and Seals.** Contractor understands and accepts that SOU's trademarks are owned solely and exclusively by the University, and agrees to use such registered marks only in the form and manner and with the appropriate approvals and legends as prescribed by the University. All use of registered marks shall inure to the benefit of the University.

B. Dining Program Requirements and Expectations

1. The University will, in its sole discretion, approve all meal plan requirements and policies.
2. Resident students' declining balances never expire provided the students continue to live on campus with no break in residency, except for summer terms. Once a student cancels

his/her housing assignment for any reason, any remaining balance is either refunded according to established University policy or forfeited to the University, depending on the cancellation rule that applies.

3. Student exemptions from a required meal plan are at the discretion of the University provided proper documentation is presented.
4. **Special Meals and Plans.** During the course of the academic year, Dining Services provides a fixed number of free and/or discounted meal plans for contract administration and housing staff. The requirements that the Contractor will be required to adopt are:
 - a. 3 middle level plans for Area Coordinator staff
 - b. 4 lowest level plans for Professional staff and Contract Administrator
 - c. 50 student staff member on the highest level meal plan

With possible meal plan changes proposed by the contractor these all would be open to negotiation.

During the fall athletic training season, Dining Services provides at cost "training table" meals for approximately 5-6 weeks prior to the start of the academic year. The menus and number of participants will be provided at the Mandatory Proposal Conference.

5. **Forms of Payment.** Contractor shall provide convenient payment options to customers, including (at a minimum) cash, University meal plan and debit cards, and MasterCard, Visa, and American Express credit cards. All equipment and fees associated with the use or acceptance of non-University meal plan or debit cards will be paid by Contractor. Catering sales to internal departments may be charged directly to University credit cards or departmental accounts. Contractor has the option of accepting checks for catering sales to non-University customers.
6. **Bad Debt.** Contractor shall be solely responsible for the collection of any debts resulting from credit or debit card use or personal checks.
7. **Dietary Needs.** Contractor is expected to meet the special dietary needs of students on meal plans whenever possible provided appropriate written documentation of such needs is received.
8. **Marketing.** By August 1 of each year, Contractor shall submit to the designated University Dining Services Agreement Manager (the "University Representative") for his/her prior approval, its marketing plan for the upcoming academic year. The University reserves the right to require withdrawal of any advertising or marketing item at any time. Contractor may not distribute any bulk advertising or marketing materials to the SOU community via any medium without prior consent from the University.
9. **Dining Services Web Site.** Contractor shall develop, host and support, at its sole expense, a dining services Web site specific to the SOU account. The site must be updated regularly and include menus, pricing, special programs, catering information with sample menus, frequently asked questions (FAQs), operating hours, staff directory, and other important information.

10. **Quality of Service.** The University expects Contractor to have and use sophisticated assessment tools that monitor customer satisfaction. Any customer satisfaction results collected by Contractor will be shared with the University in a timely manner.
11. **Americans with Disabilities Act (“ADA”).** To meet the needs of disabled persons, ADA requirements must be adhered to in all aspects of the management and operation of the dining program.
12. **Food Donations.** Where safe and practical, the University encourages Contractor to donate any leftover food that cannot be used on campus to shelters or other charitable causes in the area.
13. **Public Announcements.** All advertising, press releases, public announcements and public disclosures by either party relating to the Agreement that include (i) the other party’s marks or (ii) language from which the connection of such marks may be inferred or implied, will be coordinated with and subject to the approval by both parties prior to release. Contractor must obtain the University’s written consent before providing third parties with the University’s name as a reference.

C. Menu Specifications

1. **Menus.** Menus at each dining location shall be designed to appeal to a broad range of SOU customers to meet both personal and recommended dietary interests. Nutrition, variety, cost and visual appeal are all key factors. Menus will be updated regularly and prominently posted in the dining areas and made available via allowable campus communication mediums.
2. **Food Specifications.** The following minimum food specifications are established and shall be maintained:
 - a. Beef and Veal, USDA Choice or better
 - b. Ground beef / beef patties, USDA Choice or better and 100% all beef and fat content shall not exceed 20%
 - c. Pork and Lamb, USDA Grade #1
 - d. Poultry, USDA Grade “A” or better
 - e. Fish and/or Seafood, USDA inspected and regulated
 - f. Frankfurters / Hot Dogs, minimum eight (8) per pound, all meat, no filler
 - g. Eggs and Dairy Products, USDA Grade “A”
 - h. Frozen Foods, USDA Grade “A” Fancy or better
 - i. Fresh Fruits and Vegetables, USDA #1 Quality
 - j. Canned Goods, USDA Grade “A” Fancy

k. Fresh Produce, USDA #1 Quality

l. Processed Lunch Meats, "All Meat" or Turkey Product

The University reserves the right to review invoices to ensure that Agreement specifications are being met. Any deviation from specifications must be approved by the University Representative prior to purchasing. The Contractor shall provide the University with unlimited access to any records, such as recipes, production methods, product specifications, menus, and foods issued each service unit to determine that specifications were met.

- 3. Food Purchasing.** Purchase of food, supplies, and equipment shall meet requirements of the United States Department of Agriculture ("USDA"), Food and Drug Administration ("FDA"), and National Sanitation Foundation ("NSF"). In the absence of grade labeling, the Contractor shall provide SOU, upon request, with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided. In addition, the Contractor must declare and demonstrate to SOU that all of its food and supply vendors meet or exceed all regulatory body laws and standards.
- 4. Special and Value Meals.** Contractor, by working with authorized staff members of the University and student committees, shall arrange to provide a variety of programs, value meals, and special meals for students, faculty, and staff. These programs may range from daily value meals to holiday or other theme dinners. These meals shall be promoted to encourage maximum student participation.
- 5. Bakery.** Contractor shall ensure bakery items are baked fresh on campus or delivered fresh daily by outside vendor(s) to the food outlets.
- 6. Recipes.** Contractor shall make its recipes available to customers for review of ingredients or nutritional information.
- 7. Food Inventory.** Contractor shall procure all food inventories in its name and at its own expense. All inventory items will be owned by Contractor. The University will accept no liability for loss, damage, or theft of any inventory.

D. Sanitation and Safety

- 1.** Contractor shall maintain all food service facilities and equipment up to the levels necessary to successfully achieve the highest health department rating. Any failure to maintain such rating may constitute a material breach of the Contract.
- 2.** Contractor shall at all times manage and monitor food sanitation and safety at the University's premises and otherwise perform all of its duties and obligations under the executed Agreement in a manner that ensures that the food service operations and/or any facility will not be cited for any critical violation. This obligation is in addition to all of Contractor's other obligations and representations under the executed Agreement.
- 3.** Contractor shall designate a certified food protection manager for the SOU account. This manager shall be responsible for monitoring sanitation and safety standards, alerting the

University to deficiencies that might lead to a violation, and signing formal verification logs of routine monitoring of all applicable food-safety procedures.

4. Contractor shall train all employees in safe food handling including, but not limited to, personal hygiene, cleaning, and sanitizing, as well as Hazard Analysis Critical Control Point ("HACCP") principles and all contemporaneous applicable jurisdictional requirements (as the same may be amended or supplemented from time to time) and thereafter ensure such employees' continued compliance with same.
5. Contractor shall provide the University with a copy of all health inspection reports within 48 hours following the inspection. If deficiencies are noted, Contractor shall include a written report that explains the cause and stipulates how the issues will be corrected within five (5) working days from when the date of the inspection or within the timeframe noted on the inspection report.
6. Contractor will promptly provide the University with copies of all safety and sanitation reports conducted by its employees or third-party inspectors.
7. In the event Contractor receives a health department evaluation rating of less than 95% or "A" standard. Contractor shall indemnify and hold the University harmless from and against any and all claims, demands, losses, damages, injuries, liabilities, expenses, fines, judgments, liens, encumbrances, orders and awards, together with reasonable attorneys' fees and litigation expenses, arising out of or in connection with Contractor's receipt of such rating.
8. Contractor agrees that it shall notify the University in writing within five (5) hours following receipt of any adverse or critical health inspection or employee health examination by any local, state, or federal governmental agency on campus, and to provide the University with a written report or copy of such inspection report not later than twenty-four (24) hours of such adverse or critical report, or immediately upon the University's request.
9. Contractor will not allow its or SOU employees to work with known illnesses (those transmitted through the air or via the food products, equipment, or other mediums), open sores, or other symptoms. Any contagious disease such as hepatitis must be reported immediately to SOU.
10. **Cleaning Responsibilities.** Contractor is solely responsible for the cleaning of all kitchen, serverly, storage, office, seating, and loading/receiving areas under its control and used primarily to operate the dining services program at SOU. Contractor is not responsible for any exterior cleaning except for the loading/receiving docks used primarily by dining services and the external seating areas in the different dining facilities.
11. **Food Handlers.** Contractor's supervisory personnel shall examine all food handlers visually throughout the workday to ensure they are following established hygiene practices in the handling of food, to include, but not limited to, the following standards:
 - a. Bathing daily.
 - b. Wearing clean outer clothing and aprons.

- c. Keeping fingernails short and clean.
 - d. Using hairnets or hats.
 - e. Removing excessive jewelry during the preparation and serving of food.
 - f. Washing hands with warm water and soap upon reporting for duty, after each visit to the restroom, and after handling raw meat, fish, or fowl.
 - g. Wearing latex or poly gloves when handling food.
 - h. Changing gloves regularly or as needed to prevent contamination.
 - i. Reporting symptoms of infectious diseases, including colds, to a dining services manager.
 - j. All other applicable municipal, state, or federal health standards, laws, or regulations.
12. Contractor shall adopt a "clean-as-you-go" policy.
13. The kitchens and servery areas will be maintained to the highest standards in the industry. The floors will be kept clean throughout the day and there will be little or no trash laying on top of refrigerators, range shelves, or dish tables. Contractor's employees will have easy and quick access to appropriate cleaning and sanitation supplies, which should be appropriate for the task and ecologically sensitive.
14. Contractor shall develop, implement and keep updated a cleaning and sanitation schedule for all equipment in each unit under its control. The schedule shall be implemented within thirty (30) days after the Effective Date of the Agreement. The schedule shall be submitted to the University Representative for review upon request. The University shall have sole authority to determine whether Contractor is satisfactorily complying with appropriate sanitation and cleaning standards, with such standards being at least sufficient to meet all local health department requirements.
15. Contractor shall be responsible for daily cleaning of the kitchen hood pre-filters and grease troughs. The University is responsible for routine cleaning of air ducts and hoods.
16. The pot room and dish room will be cleaned and sanitized daily, with little or no excess water on the floor. The trash cans in the kitchens will be lined with plastic liners. None will be overflowing and all will have covers on them.
17. No cooking grease, oil, or fats are to be disposed of or dumped into the sewer system or refuse disposal. Disposition must be handled by a rendering company or other approved method at Contractors' expense.
18. All offices, restrooms and locker areas under Contractor's control will be kept in clean and sanitary condition.
19. The receiving dock will be clean, sanitary, and insect and odor free.

Project Planning Team

	Last	Phone	Fax	Email	Institution	Title	Department
	Bowman, Rod	6-5710	6-5783	bowmanr@osshe.edu	OSSHE	Project Manager, FIS	Finance & Administration
	Drake, Ellen	5-8494	53612	drakee@pdx.edu	OSSHE	FIS Project Manager	Finance and Administration
	Project Plan Team Coord					Phase II	
	Duringer, Bob	2-3031	7-0625	duringerb@ccmat.fort.edu	OSU	Director of Business Affairs	Office of Business Affairs
	Pruch, Steve	9-1806	6-5820	pruch@oregon.orion.edu	UO	Assoc Dir of Business Affairs	Office of Business Affairs
	Representative College						
	Schneider, Bob	5-3332	5-6417	schneiderb@pdx.edu	PSU	Assoc Dir of Information Technologies	Office of Info Technologies

20. All food in refrigerators and freezers will be properly covered in food storage containers or sealed with plastic wrap or aluminum foil, and be clearly marked with the date the food was placed in storage.
21. Kitchen walls, interior windows, fixtures, furniture, fan blades, and screens, will be kept clean and free from dirt, dust and grease at Contractor's expense.
22. "Back-of-the-house" floors will be regularly cleaned by washing or mopping. Office carpet will be vacuumed regularly. Maintenance mats in the kitchen and food preparation and cooking areas are Contractor's responsibility.
23. Steam tables, coffee urns, fountain beverage containers, condiment tables, etc. will be cleaned as needed or at least daily.
24. Cooking surfaces of grills, griddles, and similar devices shall be cleaned as needed or at least once a day and shall be free from encrusted grease or food deposits.
25. Kitchen tables, cutting boards, meat grinders, knives, etc. will be cleaned and sanitized after each use.
26. Dining area tables and chairs, beverage counters, and salad bars will be frequently wiped down and kept in clean and sanitary condition by Contractor throughout all service and operating hours.
27. Trash and garbage disposal equipment (cans, dumpsters and compactors) will be placed at food service locations by the University at no expense to Contractor. Contractor is responsible for replacing damaged or worn trash cans. Contractor shall maintain the highest standards of sanitation and cleanliness in the areas where trash and garbage are disposed. It is Contractor's responsibility to transport all trash and garbage from the food service locations to these collection areas in the least conspicuous and disruptive way possible. Contractor must ensure that no seepage or spillage occurs along the route between the service and trash locations. Contractor will be required to pay for all garbage removal. Storage of refuse and recycling should be in appropriate clean containers and unobtrusive areas of the facility, not in the production or dining areas.
28. Vehicles: All vehicles used to transport food and beverages must be maintained in clean and sanitary condition.
29. Pest control needs to be provided by the Contractor. Contractor will be billed for additional services if, in the University's opinion, inadequate sanitation practices are creating a pest problem.
30. The University shall have the right at all times to determine by inspection that facility and equipment maintenance is satisfactory and in accordance with health standards and aesthetic appeal. Any substandard performance must be cured immediately by Contractor.
31. Contractor, at its sole expense, shall provide all cleaning and housekeeping supplies needed for proper sanitation. Environmentally sensitive products should be used when commercially available.

32. Contractor will respond effectively to any customer concerns related to food-borne illnesses (real or perceived) and be proactive in managing such issues so as not to create further problems for Contractor or University.
33. SOU will furnish and maintain fire extinguisher equipment and supplies. The Contractor will notify SOU immediately after any fire extinguisher use or discharge.
34. Contractor will abide by all applicable safety standards and regulations and notify appropriate University personnel of any unsafe or unhealthy condition in the dining facilities. Contractor will take all necessary and proper precautions to protect the safety of employees and other persons and to protect all property from damages from whatever cause.

E. Catering

1. **Capabilities.** Catering at SOU is an important operation. Bidder must demonstrate the knowledge, experience, and capability necessary to implement and maintain an excellent catering program. Catering services must be accessible and affordable to a wide range of University consumers and will be effectively managed so as not to be a financial burden on the overall food service program.
2. **Non-exclusivity.** Bidder understands and accepts that catering at SOU is non-exclusive.
3. **Catering Guide.** Within thirty (30) days of the Effective Date of the Agreement, Contractor shall submit a catering catalog or guide, including selections, procedures, and pricing, to the University for approval. Once approved, the catalog or guide must be available to the University community both on line and in print.
4. **Catering Satisfaction.** Contractor shall establish and maintain a regular process for evaluating catering event food and service quality.
5. **Catering Quality.** Contractor shall meet at least quarterly with SOU to evaluate the catering program and, as necessary, make revisions to improve overall service.
6. **Catering to Non-University Clients.** University facilities are occasionally used by non-University clients. Contractor may provide catering for these functions, as well as other University-affiliated off-campus events, provided the SOU dining services program is in no way negatively impacted. Traditionally, non-University clients have participated in residential dining, particularly when their programs were held during the academic year.
7. **Alcoholic Beverages.** The University is committed to safe and responsible behavior related to alcoholic beverage service. Contractor will ensure that alcohol is only served:
 - a. as part of its dining services responsibilities,
 - b. under its liquor license(s) or permits, which are procured at Contractor's expense,
 - c. through legally acceptable means, and
 - d. in compliance with all applicable laws and University policies.

The University expects Contractor to procure, at its sole expense, and have in force at all times, all licenses and permits required to serve alcohol at both University and non-University events on campus.

8. **Collection of Catering Charges.** Contractor will be responsible for invoicing and collecting all charges related to its catering activity. Contractor agrees that invoices will be submitted to University clients for payment within seven (7) days after the conclusion of the event and all University procedures for collection of such costs will be followed.
9. **Catering Staff.** Contractor will maintain on campus an experienced, well-skilled staff that is capable of planning and organizing the catering events commonly occurring on the University's campus, and, if needed, have additional resources at its disposal to assist with major or specialized functions that the University may choose to hold.
10. **On-line Sales.** Contractor shall develop and implement sound business practices that make all aspects of the catering process efficient and convenient. On-line shopping, ordering, and tracking capabilities are expected and must be operable within thirty (30) days of the Effective Date of the Agreement.
11. **Catering Vehicles.** Contractor shall provide, at its own expense, the appropriate delivery vehicles (trucks, golf carts, etc.) needed to support campus catering activities. Contractor must adhere to all campus parking regulations while conducting its catering activities.
12. **Event Coordination.** Contractor shall coordinate with University facility managers to ensure that outdoor and indoor events have the appropriate engineering plan, electrical service, and sanitation standards.
13. **Student Organizations.** Contractor shall offer student organizations discounts or value-priced catering in order to assist them in their efforts to provide effective and economical programming to the University community.

F. Management Expectations

1. **Standards of Performance.** Contractor shall at all times operate the dining services program in accordance with the highest standards and practices of the university dining services industry and the terms and conditions of the Agreement.
2. **Adequacy and Performance.** Contractor will provide sufficient, appropriately trained management and hourly personnel to ensure efficient and courteous service to customers during all operating hours at all locations.
3. **Emergency Response.** The Contractor shall maintain 24-hour availability of a responsible employee with decision making authority to be contacted in case of an emergency related to the dining services. Prior to the Effective Date of the Agreement, the Contractor will remit the name and contact numbers of such employee to the University Representative.
4. **Availability of Senior Management.** Contractor agrees to have one of its senior representatives available to meet with the University within two business days of a University request in order to discuss and resolve important concerns related to the dining program's operation.

5. **Service Interruption or Disruptive Action.** Contractor's management shall notify the University Representative immediately of any actual or potential event, incident, or grievance that could lead to service interruptions or delays. Contractor will take all reasonable actions to prevent such interruptions. In the event of a service interruption that extends beyond forty-eight (48) hours, the University reserves the right to take any and all actions necessary to maintain the necessary level and quality of dining services, including contracting with another food service management company or using equipment assigned to Contractor under the Agreement.
6. **Management Engagement.** Contractor's on-site managers are expected to meet periodically with the University's academic, administrative and student leadership to establish effective working relationships, plan mutually beneficial activities, and solve concerns or problems. The frequency and duration of these meetings will be established by the Contractor's general manager and University Representative.
7. **Integration with University Management.** Dining services managers are integral members of the University's management team. Contractor will permit and encourage its managers to attend such meetings as the University may deem appropriate so that they can understand the philosophies, purposes, and programs of the University and its related departments.

G. Human Resources

1. **Managers.** Recognizing how critical on-site managers are to the success of dining services, the University expects Contractor to assign only top-notch, proven managers to the program. The following managers must be approved by the University Representative prior to assignment: general manager/director, unit managers, executive chef (if applicable), and catering manager. Subsequent changes in these assignments (except in cases of voluntary resignations) are to be made by the Contractor only after prior consultation with (and approval from) the University Representative.
2. **Non-Discrimination.** Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, age, gender, sexual orientation, familial status, disability, veteran status, or national origin, and will make a diligent and continuing effort to ensure that each applicant is afforded equal employment without discrimination. Diligent and continuing efforts to employ a diverse staff are required. Such efforts shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, and selection for training of traditionally under-represented populations.
3. **Student Employees.** The University strongly encourages Contractor to hire SOU students. Where appropriate, Contractor shall also support the University's academic programs by providing internship or practicum experiences for students.
4. **Training.** The Contractor will provide appropriate and regular training for its employees to improve their ability to perform at the high levels expected of them.
5. **Conduct.** Contractor's employees must adhere strictly to campus regulations regarding personal behavior and all other rules and regulations of the University, where applicable. The successful Bidder will be given a copy of the University's Human Resources policies prior to the Effective Date of the Agreement.

6. **Drug-Free Workplace.** During the performance of the Agreement, Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract so that the provisions will be binding upon each subcontractor or vendor.
7. **Uniforms.** Contractor, at its own expense, will be required to outfit all employees in food service uniforms acceptable to the University. Catering uniforms shall be different from regular work uniforms. Contractor must provide name tags for all of its front-of-the-house employees and insist on their display at all times.

H. Financial Information

1. **Fiscal Year.** Contractor will operate the dining services program on the same fiscal year schedule that the University uses, which currently is July through June. All annual dining services financial statements from Contractor will use this schedule.
2. **Existing Permanent (Capital) Improvements.** The University expects the successor Contractor to reimburse the current contractor for any investment paid for but not fully depreciated by the incumbent as of the termination date. The anticipated value of this reimbursement as of the Effective Date is \$300,000. The successor Contractor is expected to pay this reimbursement expense to the current operator within thirty (30) calendar days of the Effective Date.
3. **Ownership of Permanent Improvements.** The University shall own all permanent improvements made to the dining facilities by Contractor. If the Contractor terminates the Agreement without cause, all such improvements become the property of the University upon the termination date. If the University terminates the Agreement for any reason, then Contractor is entitled to reimbursement for any un-depreciated portion of the approved permanent improvements as of the termination date, as described in Item 7 below.
4. **Non-food and Beverage Inventory.** The University requires that china, silverware, trays, glassware, other smallwares, small equipment, carts, linens, pots and pans, etc. that have been purchased by the current contractor be reimbursed by the successor Contractor at current market value, if the current contractor so desires. The estimated value of this buyout as of the Effective Date is estimated at \$100,000. The actual value will be established and agreed upon by the incoming and outgoing contractors prior to the Effective Date. The University in no way represents that such inventory is sufficient for the successor Contractor to begin operation of the dining services program. The successor Contractor shall be financially responsible for bringing inventories up to appropriate levels.

Contractor shall procure all non-food operating inventory in its own name and at its own expense. All such inventory will be owned by Contractor. The University reserves the right to inspect and disapprove suppliers utilized by Contractor. The University encourages procurement from small, minority and women-owned businesses.

5. **Food and Beverage Inventory.** The University requires that non-perishable food and beverage inventory that has been purchased by the current contractor be reimbursed by the successor Contractor at current market value. Actual value will be established and agreed upon by the incoming and outgoing contractors prior to the Effective Date of the Agreement. The University in no way represents that such inventory is sufficient for the successor Contractor to begin operation of the dining program. The successor Contractor shall be financially responsible for bringing inventories up to appropriate levels.

Contractor shall procure all food and beverage inventory in its own name and at its own expense. All such inventory will be owned by Contractor. The University reserves the right to inspect and disapprove suppliers utilized by Contractor. The University encourages procurement from small, minority and women-owned businesses.

6. **Existing Agreements.** Contractor shall adhere to all purchasing arrangements that are legally binding upon the University as of the Effective Date of the Agreement and shall notify each such supplier that its purchases are for the University.
7. **Capital Investment Depreciation and Repayment Schedules.** Capital investments made or assumed by Contractor may be depreciated on no more than a 10-year straight line schedule and is dependent on the physical asset class. Except for Contractor's termination without cause, the University or a successor contractor shall pay Contractor the un-depreciated book value of permanent improvements made at the University and paid by Contractor. The University will not pay, nor require a successor contractor to pay, if Contractor terminates the Agreement without cause.

Upon completion of any permanent improvements, Contractor shall submit a depreciation schedule to the University Representative, along with appropriate verification, that shows the value of the expected buy out for each month of the 10-year schedule. Within twenty (20) calendar days of receipt, the University Representative will review and approve the depreciation schedule or return it with comment for revision. Failure of the University Representative to approve or return shall not constitute acceptance of the schedule.

8. **Financial Statements.** The Contractor shall provide to the University Representative:
 - a. A profit and loss statement for each operating unit, as well as a consolidated one for all operations, by the twentieth (20th) calendar day of each month for the preceding month in a format acceptable to the University.
 - b. An annual profit and loss statement, signed by Contractor's chief financial officer, by ninety (90) calendar days after the close of the operation's fiscal year.
 - c. Any other financial information pertaining to the dining services program that the University may request from time to time.

9. **Licenses and Permits.** Contractor shall obtain and maintain at its sole expense, and in its name, all necessary licenses and permits required to perform the dining services described in this RFP. Contractor shall furnish copies of all permits to the University Representative within fifteen (15) business days of issuance.
10. **Payment of Obligations.** In its operation of the dining services program, Contractor shall pay its financial obligations to the University within thirty (30) calendar days of invoice. To preserve the University's reputation, Contractor will pay outside vendors in a timely manner and in compliance with vendor agreements, not to exceed forty-five (45) calendar days.
11. **Confidential Information.** During the course of the Agreement, Contractor may be exposed to University information that relates to past, present and future research, development, business activities, products, services, technical knowledge and personally identifiable student and employee information. All such information shall be deemed to be "Confidential Information" unless otherwise indicated in writing by the University at the time of disclosure. Contractor agrees:
 - a. To allow access to Confidential Information only by individuals on a need-to-know basis solely in conjunction with Contractor's responsibilities under the Agreement.
 - b. Not to use or disclose any such Confidential Information without the prior written consent of the University.
 - c. To take reasonable precautions to protect the University's Confidential Information. Contractor shall use at least the same degree of care to safeguard and to prevent disclosure to other parties as it employs to avoid unauthorized disclosure or publication of its own information.
 - d. To comply with all applicable regulations or laws governing Confidential Information.
 - e. Return Confidential Information upon termination of the Agreement.
 - f. That any and all Confidential Information created by Contractor, either alone or with third parties, or provided to Contractor by the University or by any third party, is the sole and exclusive property of the University.
12. **Books and Records.** Contractor shall keep the books and records for the dining services program in accordance with Generally Accepted Accounting Principles (GAAP) and the highest standards employed for its industry. Such books and records shall at all times be kept on campus at a site to be mutually agreed upon by the Contractor and University and shall be open on any business day during normal business hours to examination for the purposes of inspection or audit by the University or its authorized representatives, with such examination or audit occurring with or without notice to Contractor. Contractor shall cooperate with the University and its representatives and provide copies of appropriate material as requested in such inspection or audit.

All books and records for the dining program shall be maintained for a period of three (3) years or as required by law provided, however, that if the Agreement shall terminate, the University shall have two (2) years from the completion date of Contractor's services to exercise its audit rights.

13. **Annual Audit.** Contractor's books and records for the dining program will be audited annually by independent accountants with knowledge and experience in the industry and who are acceptable to the University. The results of the annual audit shall be shared in their entirety with the University within one-hundred and twenty (120) calendar days after the end of the dining program's fiscal year. The annual audit will be done at Contractor's sole expense. In the event an annual audit reveals errors greater than or equal to two percent (2%) of the total paid by Contractor to the University, both parties may agree on retention of a second independent accountant to review the discovered errors and render an opinion on the scope and cause. If the aggregate amount of the errors is to the University's detriment in an amount of two percent (2%) or more, the fees, costs and expenses of the second audit shall be paid by Contractor. If the aggregate amount of the errors is less than two percent (2%), the cost of the audit will be split equally between the parties.
14. **Meal Plan Changes.** Each year, Contractor shall notify the University in writing by March 1st of any recommended changes in meal plans for the following academic year. Mid-year changes to meal plans are not allowed. Contractor shall provide adequate documentation supporting the request for changes. Granting approval of meal plan rate increases is at the sole discretion of the University.
15. **Selling prices.** The selling prices to be charged in University's dining outlets shall be reasonable and competitive with prices charged in comparable establishments for comparable products, similarly prepared, and of like quality and quantity. Proposed catering and a la carte prices must be submitted to the University Representative for approval by August 1 of each year. Mid-year price increases are greatly discouraged and will be granted only for extraordinary reasons. Contractor shall not increase prices or reduce portions without the written approval of the University.

I. Dining Services Facilities and Equipment

1. **Operating Schedule.** To meet the needs and demands of the University, Contractor will be required to operate the dining program on a 12-month basis. Contractor will design and deliver resident and retail dining programs on a schedule approved by the University. Included in Background portion of Section I is the University's current operating schedule for all dining operations.
2. **Existing Spaces and Furniture, Fixtures, and Equipment.** The dining services spaces and all assignable FF&E shall be delivered to Contractor in "as is" condition.
3. **Additions to or Deletions from the Existing Spaces.** Additions or deletions to the existing dining operation may be considered but must be agreed upon in writing by the Contractor and University.
4. **Existing "Front-of-the-House" Furniture, Fixtures and Equipment (FF&E).** Tables, chairs, and other FF&E currently used for the dining program and owned by the University, or to be owned by the University upon termination of the current operating agreement, will

be provided to Contractor at no cost. Contractor will accept such FF&E in "as is" condition and be responsible for keeping all such items clean. Repair or replacement of such items will be at the University's expense. Any items needing repaired should be reported by Contractor to the University as soon as possible through the established work order processing system. Contractor is responsible for removing any damaged FF&E as soon as possible to prevent injury to any person. Any front-of-the-house FF&E utilized by Contractor will remain the property of the University and be returned upon termination of the Agreement in the same condition as when accepted, normal wear and tear excepted. Contractor will replace at its expense any University-owned equipment made inoperable by Contractor's neglect or abuse.

5. **Existing "Back-of-the-House" Long-Life Furniture, Fixtures and Equipment.** The University will provide to Contractor at no cost all long-life items currently in use by the dining services program. Such items include freezers, refrigerators, ovens, ice makers, and stoves. Contractor will accept such FF&E in "as is" condition and be responsible for keeping all such items clean. Repair or replacement of such items will be at the University's expense. Any items needing repaired should be reported by Contractor to the University as soon as possible through the established work order processing system. Contractor is responsible for removing from service any damaged FF&E as soon as possible to prevent injury to any person. Any back-of-the-house FF&E utilized by Contractor will remain the property of the University and be returned upon termination of the Agreement in the same condition as when accepted, normal wear and tear excepted. Contractor will replace at its expense any University-owned equipment made inoperable by Contractor's neglect or abuse.
6. **Existing Office / Support Space, Furniture, Fixtures and Equipment.** Existing office / support FF&E, including office desks and chairs, file cabinets, work tables, and bookcases currently used for the dining program and owned by the University, or to be owned by the University upon termination of the current operating agreement, will be provided to Contractor at no cost. Contractor will accept such FF&E in "as is" condition and be responsible for keeping all such items clean. Any items needing repair should be reported by Contractor to the University as soon as possible. Contractor is responsible for removing any damaged office / support FF&E as soon as possible to prevent injury to any person. Any office / support FF&E utilized by Contractor will remain the property of the University and be returned upon termination of the Agreement in the same condition as when accepted, normal wear and tear excepted. Contractor will replace at its expense any University-owned office equipment made inoperable by Contractor's neglect or abuse.

Contractor understands and accepts that some office FF&E currently used in the dining operation is owned by the current operator and will likely be removed upon termination of the current operating agreement. To ensure a smooth transition, the University and current operator will identify what items will stay and what ones will be removed upon transition to the successor Contractor. The University anticipates that this inventory will be completed sixty (60) calendar days prior to the Effective Date of the Agreement. The Contractor may then choose what items of this remaining FF&E it would like to accept. Any unwanted FF&E will be removed by its respective owner at such owner's expense.

Contractor shall be responsible for providing any additional office FF&E as may be necessary for the successful operation of the dining services, including, but not limited to, office machines, security systems, desks, chairs, safes, bookcases, and copiers. All such

FF&E needed for the successful operation of the dining services program shall be made by Contractor at its expense.

Contractor shall retain ownership of all office FF&E it procures. In the event of termination of the Agreement, Contractor may:

- a. Sell to the successor contractor all office FF&E it furnished at the current market value.
 - b. Remove all such FF&E from the University at Contractor's sole expense.
 - c. Leave such FF&E on site and consider it abandoned, transferring ownership to the successor operator or the University to do with as it so chooses.
7. **Vehicles.** Any vehicle used to provide dining services at SOU will be procured, maintained, operated, and insured at Contractor's sole expense. All such vehicles will be subject to University approval.
8. **Short-life Equipment.** The University will provide Contractor with whatever short-life items it owns (if any) as of the Effective Date of the Agreement. Such short-life items may include china, silverware, trays, glassware, other small wares, small equipment, furniture, linens, pots, and pans. As described in Section 5.H.6.a., the incoming Contractor is required to buy out the outgoing operator's inventory of short-life items, if the outgoing operator so desires. The University in no way represents that such inventory is sufficient for Contractor to begin operation of the dining services program. Contractor shall be financially responsible for bringing inventories up to appropriate levels and maintaining them there.
9. **University-owned Non-Food Inventories.** By the Effective Date of the Agreement, Contractor and the University will conduct inventories of all equipment, including small wares, furnished by the University for Contractor's use. These inventories shall be incorporated into the Agreement and reviewed annually within ten (10) working days of the University's written notice to Contractor. Any missing or damaged equipment will be the responsibility of Contractor, and Contractor will be invoiced for the equipment's replacement cost.

Contractor will retain ownership of all short-life equipment it purchases and/or furnishes. In the event of termination of the Agreement, Contractor may:

- a. Sell to the successor operator all of the short-life equipment it furnished at the current market value.
 - b. Remove all such equipment from the University at Contractor's sole expense.
 - c. Leave such equipment on site and consider it abandoned, transferring ownership to the successor operator or University to do with as it so chooses.
10. **Turnover Inspection.** On or about the Effective Date of the Agreement, Contractor and University shall inspect all dining facilities, noting the condition of all facilities and FF&E. Contractor will not be responsible for any deficiency, damage, or shortage noted at the time of inspection.

11. **Dining Renovation Plan.** The University will deliver the dining services locations and FF&E to the Contractor in "as is" condition. Any additional renovations or replacements made to or in the locations will be done at Contractor's sole expense. Contractor agrees to work closely with the University in the development of plans and specifications for any renovation, with the University's final approval of said plans and specifications required prior to Contractor commencing any work. Contractor understands and accepts that it will be responsible, at its sole expense, for securing applicable building permits for any construction. In no case will there be a disruption of dining services related to any renovation project without the prior written approval of the University Representative.
12. **Facility Improvements.** No renovations, additions, or alterations may be made to the dining locations without prior written approval from the University. All renovations, additions, and alterations made by Contractor to the dining facilities shall be owned by the University, and Contractor shall not be reimbursed for any expense it incurred, except as allowed for in Item 7 under Financial Information. Within thirty (30) calendar days after the completion of any renovations, additions, or alterations to the dining facilities, Contractor shall deliver to the University a detailed schedule of all improvements made and their related costs.
13. **Cleaning and Trash Removal.** Contractor will provide the cleaning and trash removal services outlined in the Sanitation and Safety (Item 27) for all food service facilities and equipment used by Contractor. These areas shall include, but not be limited to, receiving and storage areas, kitchens, refrigerators, freezers, restrooms, offices, trash and garbage areas, and loading docks assigned to Contractor. Contractor is responsible for cleaning the dining and seating areas during food service hours and shall leave all areas clean at the end of each day. Dumpsters for the primary use of the dining services program at each campus shall be placed and paid for by the University.
14. **Utilities.** Utilities (electricity, natural gas, hot and cold water, steam, and air conditioning) will be provided by the University at no cost to Contractor. However, the University shall not guarantee an uninterrupted supply of such utilities but it shall be diligent in restoring service following an interruption. The University shall not be liable for any damaged product or lost sales that may result from the interruption or failure of any utility service.
15. **Loss, Theft, or Damage.** Contractor shall be responsible for any loss, theft, or damage to property owned by the University or others that is in Contractor's possession or control, or is caused by Contractor, its employees, subcontractors, or agents in the course and scope of their employment or provision of services to the University.
16. **Non-exclusive Use of Facilities.** The University reserves the right to use any dining services area for special activities but will endeavor not to disrupt scheduled food service operations. When such activities occur, the area(s) will be cleaned and rearranged after each use at University's expense in order to return the area(s) to the condition existing prior to the activity.
17. **Routine Equipment Maintenance.** Contractor is required to keep University-owned dining services equipment under its control in proper condition and replace all lost, damaged, or misplaced items. The University, at its expense, will provide routine, preventive and required maintenance to all University-owned food service equipment on campus. At the expiration of the Agreement, Contractor must surrender all equipment to

the University in as good condition as such equipment was at the commencement of the Agreement, ordinary wear and tear or damage by acts of God excepted. Contractor understands and accepts that the University has existing collective bargaining agreements and service contracts that may require specific individuals or companies to perform maintenance, adjustments, or repair work.

18. **Signage.** No signs, advertisements, or notices of any kind shall be painted or affixed to any part of the dining operation until they are approved by the University Representative.
19. **Corporate Identity.** Contractor shall not advertise its company name, logo, trademarks, or images anywhere at the University without the prior written approval of the University Representative.
20. **Renovation Plans.** Contractor shall participate in developing plans to add or renovate food service areas when such additions or renovations are feasible and agreed upon by the University.
21. **Risk Management.** Contractor shall not do, or permit anything to be done, in any University area, nor bring or keep in any area anything that would in any way increase any insurance rate or premium on the buildings and operations of the University, or which would constitute a nuisance or create a dangerous or hazardous condition.
22. **Removal of Equipment from Premises.** No University-owned equipment shall be removed from University premises for any purpose other than repair, except by the University or with the prior approval of the University Representative. While this restriction does not apply to portable equipment used in University-related catering activities, such equipment is to be returned to its assigned location as soon as possible after the catered event is concluded. Contractor may not prepare food and/or beverage in the dining facilities for sale or use for any purpose not covered by the Agreement except with the prior, written approval of the University Representative.
23. **Disposition of Equipment.** Contractor must consult with and obtain permission from the University Representative prior to the disposition or declaration as surplus or removal of any equipment owned by the University.
24. **Security and Right of Entry.** Contractor shall have the responsibility for properly securing the dining services facilities during and after operating hours. The University shall retain the right to access any dining services area at any time or for any reason, and may make periodic inspections of such areas at any time to determine conformity with the Agreement, make needed repairs, or address emergency situations. The University shall maintain access control to such facilities in accordance with security systems acceptable to Contractor. The University understands Contractor's need for maintaining internal security and will not unduly interfere with Contractor's ability to protect property or operate the dining facilities.
25. **Repairs of Structure and Building Systems.** Contractor will not be responsible for repairs to the dining structures, substructures, or building systems, which include electrical, plumbing, sewer, water, mechanical, heating, ventilation and cooling systems, provided that such repairs are not required as a result of the actions of Contractor, its subcontractors or agents, or employees. If such repairs are required as a result of the actions of Contractor, its

subcontractors or agents, or employees, the University shall pass the cost of such repairs along to Contractor for payment.

26. **Americans with Disabilities Act Compliance.** Contractor shall at all times comply with the Americans with Disabilities Act (“ADA”) in any modifications to the dining facilities, placement of fixtures, and merchandising of product. Contractor shall cooperate with the University in its ADA compliance efforts.
27. **Sustainability Efforts.** Contractor agrees to participate in the University’s sustainability efforts, including recycling and energy and resource conservation.
28. **Parking.** Any employee, subcontractor, or agent of Contractor parking on a SOU campus must follow the established or posted policies. Any parking expense is Contractor’s responsibility. Contractor agrees to pay campus parking fines assessed to its employees or vehicles within thirty (30) days.
29. **Property and Casualty Insurance.** Contractor shall provide property and casualty insurance covering Contractor's equipment and other personal property on the SOU campus in accordance with the limits outlined in Exhibit C. The University will provide property and casualty insurance under its liability policy for any FF&E in the dining facilities that it owns.

J. Technology Expectations

1. **Meal Plan Program.** The University's One Card is Higher One, and currently Housing uses CBORD as the system to administer food service on the card. The University requires the Contractor to bring in their own system that will work with Higher One to administer all aspects of the food service program. This will include all hardware and software and maintenance agreements to assure continued food service with the Higher One card. The University will be responsible for the photo ID card program, including the preparation of a card for each faculty, staff, or student at all campus locations. The Contractor, at its expense, will supply all venues with the cash registers, scales, receipt printers, and other equipment needed to effectively operate the dining services program as of the Effective Date of the Agreement. The Contractor is responsible for any repairs, replacements, additions, or upgrades to such equipment and shall retain ownership of same. The University will be responsible for providing all service connections and the system maintenance will be the responsibility of the Contractor.
2. **Electronic Systems:** Contractor should describe its electronic systems for the management or provision of services related to:
 - a. Accounting, including how the system improves financial performance and reporting.
 - b. Payroll.
 - c. Dining-specific Web site.
 - d. Network and system security, including how information is stored, shared, used, and safeguarded.

- e. On-line ordering and mobile payment technology.
 - f. Electronic marketing
 - g. Any other system that Contractor intends to provide at the University.
3. Contractor understands and accepts that all of its electronic systems will be:
- a. Purchased, tested and maintained at no cost to the University.
 - b. Compliant with Payment Card Industry (PCI) standards, if required.
 - c. Fully functional within thirty (30) calendar days of the Effective Date of the Agreement.
 - d. Compliant with any and all applicable laws or regulations governing such systems.
 - e. Protective of personally identifiable customer information
 - f. Compatible with the University's current operating system.
4. **Voice and Data Connectivity and Services.** Contractor shall, at its sole expense, be responsible for all voice and data connections, equipment, communication devices, software, installation, and service fees. The contractor may use any voice/data connections and equipment existing in the current dining locations, but the University cannot guarantee their functionality or serviceability.
5. **Security Systems.** Contractor shall be responsible for maintaining any intrusion alarms and other security systems it deems necessary for the dining facilities. Contractor may use any existing cabling and equipment that remain in the facilities upon the Effective Date of the Agreement, but the University cannot guarantee their functionality or serviceability.

Section II – Proposal Form and Content Campus Dining Services

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

1. The Proposal should be written on standard size (8½" x 11") paper using generally accessible word processing and document formats conducive to cut-and-paste transfer of information to contracts or other summary documents. Pages should be numbered consecutively.
2. **Title Page and/or Cover Letter.** The title page and/or cover letter should indicate the following: date; RFP number; the name, address, and telephone number of the Proposer; and a signature of an authorized official with the authority to negotiate and contractually bind the Proposer. The name, title, phone number, and e-mail address of the Proposer's contact person who will receive all notices related to the RFP should also be included.
3. Proposer must complete the **Proposer/Proposer Tax Laws and Non-discrimination Certification** sheet, signed in blue ink by an authorized company official.
4. The Proposal shall include a completed Questionnaire for Proposers. **Proposals should be prepared so that responses are specifically addressed in the same order as the Questionnaire.**

QUESTIONNAIRE FOR PROPOSERS

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

1. **Company Profile.** Provide a brief company profile, including years in business, principal place of business, and number of employees. If you are a subsidiary, please provide all information regarding the parent entity that may be relevant to the evaluation of your Proposal. At a minimum, the parent entity should be identified by legal name and place of business. In addition, provide the following information:
 - a. A description of your experience providing services similar to those described in this RFP.
 - b. An organizational line of authority, from the highest corporate leadership to the local general manager. Briefly describe what role each individual will have in management of SOU's dining program, as well as the type and regularity of contact SOU can expect from each individual.
 - c. Describe in detail any subcontractor you propose to you, the work it will perform, and the anticipated financial relationship between the Contractor, the subcontractor and SOU.
2. **Operational Concept for Proposed SOU Dining Services Program.** Based on your understanding of SOU's current dining services operation and the needs outlined in this RFP, provide your creative proposal for managing SOU's dining services in an operationally and

financially successful manner. You must provide sufficient detail to allow SOU to evaluate the merits of your proposal. At a minimum, your proposal must include the following information:

- a.** Describe, in detail, your proposed resident dining and meal plan program for SOU, including concepts, type, pricing, and any other considerations.
- b.** SOU currently has retail dining operations at Stevenson Union (Elmo's and Java Union), Hannon Library (Southern Grounds), and Greensprings Residence Hall (Re-store at Greensprings). Describe in detail your proposed retail dining programs, including concepts, use of national or regional brands, pricing, and any other considerations. Provide dining concepts and sample menus (complete with pricing) for each food outlet.
- c.** Describe the value meals and special meals program you would implement at SOU.
- d.** Describe your proposed bakery program.
- e.** SOU expects the dining services manager to operate all athletic concessions. Describe your experience managing athletic concessions, and your concessions operations plan.
- f.** Describe in detail the nutritional awareness programs you propose to institute at SOU.
- g.** Describe how you would accommodate any special dietary needs of resident students, including process for requesting such accommodation and any limitations.
- h.** Describe your customer satisfaction and feedback techniques (i.e., surveying, advisory committees, secret shopping), and your processes for addressing concerns or complaints.
- i.** Describe how you would engage as a vital member of the campus community and support University activities. Provide examples, if available, of your involvement in campus life on other college and university campuses.
- j.** Explain how you propose to work with student leadership to solicit input, enlist their support of the dining program, and evaluate dining service operations. Provide examples, if available, of how you have worked with student leaders on other campuses.
- k.** Describe the innovative and vibrant marketing plan you would implement at SOU if you were awarded the Contract.
- l.** Describe the dining services web site you would develop for SOU and provide the uniform resource locators (URLs) of similar sites at comparable accounts.
- m.** Proposers will have an opportunity to tour the current SOU dining operations facilities before submitting a Proposal. Identify any concerns you have with the existing facilities, and outline your proposal or recommendations for addressing those concerns.
- n.** Describe and explain any changes you would propose to make to SOU's existing dining operations schedule. Describe how you would operate venues during academic year breaks and summer months.

- o. Provide a preliminary sanitation plan for your proposed SOU dining services program that complies with the requirement of Section D of the Contract Specification and Requirements of this RFP.
- p. Submit résumés of proposed candidates (if available) for the following positions: general manager/director, unit managers, executive chef, and catering manager. If candidates are not yet identified, submit detailed job descriptions and requirements. Describe your procedures and capacity for replacing on-site management or supplementing such personnel when circumstances demand it.
- q. Describe in detail the training program(s) you will provide and require for your employees serving at SOU.

3. Vending. This RFP includes vending services, and the selected Contractor will operate all on-campus vending. Describe in detail your proposed vending services plan. Include information on locations, machine maintenance, payment types, and food and beverage selections. Describe your experience operating similar vending programs.

4. Catering. This RFP includes non-exclusive, on-campus catering services. Describe in detail your proposed catering program for SOU. At a minimum, provide the following information:

- a. Provide sample catering menus, including food options and pricing information.
- b. Describe the discount programs you would offer to SOU departments and student organizations.
- c. Provide as examples detailed descriptions of successful catering operations you manage at other colleges and universities. Include information of discount programs offered at those locations.
- d. Provide a copy of your alcohol management procedures.

5. Corporate Responsibility. Certain issues of corporate responsibility are of great importance to SOU and the campus community. Please address the following in your Proposal:

- a. **Fair Labor Practices.** The Contractor shall take active steps to ensure procurement of food, supplies and equipment from manufacturers that support fundamental human rights and fair labor practices. Describe your commitment to compliance with this requirement. Provide a copy of your corporate code of conduct, if applicable, that governs the sourcing and procurement of such items, including a description of any monitoring activities you engage in to ensure compliance with your stated policy.
- b. **Recycling.** Proposers are advised of the SOU's intention to stress recycling of metal, plastic, glass, corrugated cardboard, paper and other waste products from the food service operation. Describe the recycling program you propose to implement on campus and the success you have had with similar programs on other campuses.
- c. **Sustainability.** SOU is dedicated to sustainability initiatives and protection and preservation of the environment. As such, Contractor should acquire products and services that are ecologically sensitive, help restore or enhance the environment, and/or have

reduced negative effect on human health and the environment when compared with similar products. Describe the sustainability efforts and practices you propose for managing SOU's dining services program.

- d. **Food Sources and Origins.** Given customers' growing interest and awareness of the foods they eat and SOU's desire to purchase and promote Oregon and West Coast grown food products, describe the sources and origins of your proposed food products, including any organic or locally-grown products you may procure.

6. **Financial.** SOU is seeking a creative financial proposal that ensures a fair return to the University but that in no way compromises the high operational and quality standards that the University expects for its dining services program. Describe in detail your comprehensive financial proposal for providing the services outlined in this RFP. Your financial proposal should include a guaranteed return to the University and the proposed compensation for the Contractor, to include both fixed and variable fees. ****Your financial proposal must comply with the requirements of IRS Revenue Procedure 97-13, as amended, so that the use of the dining facilities by the Contractor will not result in any tax exempt obligations issued to finance the facilities being deemed private activity bonds within the meaning of Section 141 of the Internal Revenue Code of 1986.**** As stated above, any proposed rebate or return structure must ensure that the University is in compliance with Internal Revenue Service Code Revenue Procedure 97-13. The University encourages Proposers to be creative in proposing plans that allow for each party's financial viability yet complies with the IRS regulation described above.

- a. **Dining Services Pro-Forma.** You must include a complete pro-forma for the first three years of operations beginning as of the Effective Date of the Agreement. The statement should include all projected sales, total labor and food costs, direct expenses, depreciation expenses, commissions, and net income. **Contractor's form of compensation, as reflected in your pro-formas, must comply with IRS Revenue Procedure 97-13.**
- b. **Financial Systems.** Describe production forecasting techniques and financial systems you will use to insure maximum efficiency, productivity, and quality. Also describe accounting procedures, cash controls, auditing systems, inventory controls, and sales reporting.
- c. **Discounts.** Describe any discounts (if any) you propose intends to offer the University community, including who is eligible to receive them, at what percentages, and on what sales or services.
- d. **Employees.** If your Proposal anticipates that you will directly employ all dining services employees (currently, a number of dining services staff members are employed by SOU), provide a detailed explanation of the financial benefits to be achieved by such an arrangement. Provide any available documentation supporting such financial benefits. Finally, acknowledge that you will, as a condition of entering the Contract with SOU, hire existing SOU dining services staff at their current salary levels, and maintain such employment and salary levels for a period of no less than six months after the Effective Date of the Contract.

7. **Capital Improvement.** Provide the following information with regard to contributions you propose to make to capital improvements in support of SOU's dining services operation.

- a. Describe in detail any permanent capital improvements you propose to make to SOU's dining services areas, including the purpose, schedule, and cost of any such work.
 - b. Describe your capacity for designing and constructing such improvements.
 - c. Specifically describe any financial contribution you propose to offer to fund permanent improvements and renovations in the Stevenson Union and the new dining facility, currently under development.
 - d. Describe any periodic refurbishment plan you propose to implement during the term of the Agreement to keep SOU dining facilities functional and aesthetically pleasing, including financial investments you propose to make to renovate the dining areas or introduce new concepts.
- 8. Transition Plan.** Describe in detail your proposed implementation and transition plan for SOU's dining services operation should you be awarded the Contract, including key milestone dates for commencement of Contractor's services.
- 9. References.** Provide a list of current clients that are comparable to SOU. Briefly describe the services you provide to each and the length of time you have served them. Include contact information for appropriate representatives from each reference.

**Section III - Evaluation Criteria
Campus Dining Services
RFP #2012-6**

Proposals will be evaluated for completeness, clarity, and compliance with this RFP. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the Proposal is unclear, Proposers may be asked to provide written clarification. **Proposals that do not clearly provide the Information Required or are incomplete may be rejected.**

Review and Evaluation. Proposals will be reviewed by a committee of qualified personnel selected by the University. The committee may recommend up to three proposals that most satisfactorily meet the requirements of the RFP and are best expected to satisfy the University's needs. At the discretion of the University, finalist interviews may be conducted.

Criteria for Selection. Proposals will be evaluated based on the following criteria. References to specific sections of the Questionnaire and Scope of Work are provided to assist Proposers in locating specific items of interest to the committee, but are not the sole items that will support scoring of each criterion.

<i>Evaluation Category</i>	<i>Possible Points - Score</i>
Proposer's background, experience, qualifications and perceived ability to provide exemplary service on a highly consistent basis.	25
Quality of proposed Operational Concept for the SOU dining services program, including resident dining, retail operations, catering and vending services.	50
Proposer's conformity to this RFP's specifications, requirements, terms, conditions, and provisions.	15
Proposer's pricing and menus.	15
Financial proposal, including likelihood of ensuring high operational and quality standards for dining services program while ensuring a fair return to the University. This score will also be based on assessment that financial proposal is in compliance with IRS Revenue Procedure 97-13 as required by this RFP.	40
Proposer's proposed capital investment program.	15
Customer relations proposal and philosophy.	10
Proposer's perceived ability to recruit, retain and manage a highly motivated, diverse, and effective workforce.	10
Proposer's size, credit standing, financial stability, and executive management's interest in the account.	10
Support available to on-site management from corporate resources.	10
<i>Total Possible</i>	200

References

Acceptance of a Proposal may be contingent on a review of the Proposer's references. Information provided by references submitted by a Proposer, as well as other references identified by the University, may prevail in final selection, regardless of preliminary scoring results.

**Section IV – Additional RFP Documents and Contract Terms
Campus Dining Services**

Notice of Interest

Name of Proposer: _____

Check One:

_____ Yes, this firm intends to submit a proposal in response to this RFP. Please forward any addenda to the RFP to my attention.

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

Comments:

Signature: _____ Date: _____

Print Name: _____

Title: _____ Phone: _____

Address: _____

Email address for contact: _____

Please return this form by the date required in the Schedule of Events to Contracting Officer, Southern Oregon University, using the contact information in the "General Information" section of the RFP. Electronic mail may be utilized for this submission. It is not mandatory to submit a Notice of Interest in order to submit a Proposal for this RFP.

TAX LAWS AND NON-DISCRIMINATION CERTIFICATION
RFP #2012-6

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

Certified Minority, Women, and Emerging Small Business

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

Certificate of Compliance with Tax Laws

I, the undersigned, (Check one)

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

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

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

Tax Identification Number: _____

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

ATTACHMENT A

**PRE-PROPOSAL MEETING REGISTRATION FORM
CAMPUS DINING SERVICES – RFP #2012-6**

E-mail this form by 5:00 P.M. Pacific Time on April 25, 2012, to:

Treasa Sprague, Administrative Services Coordinator, Finance & Administration

Telephone: (541) 552-6319
Email: spraguet@sou.edu

A MANDATORY pre-proposal meeting and campus tours will be held on April 30, 2012, at Cox Hall. **Failure to participate in this mandatory pre-proposal meeting will prohibit a potential bidder from further participation in this RFP process, including the ability to submit a response proposal.**

Name of firm attending:

Please indicate the names, titles and phone numbers of individuals attending the meeting (maximum of three allowed):

	Attendee 1	Attendee 2	Attendee 3
Name:			
Title:			
Phone:			

EXHIBIT B

CAMPUS DINING SERVICES

BIDDER'S INQUIRY FORM IN REFERENCE TO RFP #2012-6

E-mail this form by 5:00 P.M. Pacific Time on May 7, 2012 to:

Treasa Sprague,
Administrative Services Coordinator, Finance & Administration

Telephone: (541) 552-6319

Email: spraguet@sou.edu

Bidder's Company Name: _____

Date: _____

Name of Company Representative Completing this
Inquiry: _____

Bidders should use this form to submit questions or requests for clarification regarding the RFP. Please list the specific page and section number in question. The University will provide a complete list of the submitted questions and its answers to all bidders who participate. Questions will be listed without reference to source. Responses may be made by addendum to the RFP.

Question(s):

EXHIBIT C

RFP #2012-6

SOUTHERN OREGON UNIVERSITY STANDARD PROFESSIONAL SERVICES CONTRACT PROVISIONS

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The Oregon Department of Higher Education, Oregon Secretary of State, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

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

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

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), title VI of the civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate University official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

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

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

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

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

9. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from the conduct of work under this Contract, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the State Board of Higher Education, Southern Oregon University, their officers, agents, employees, and members from all claims, suits and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract. Contractor shall have control of the defense and settlement thereof, but neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from University, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the University. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending its interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense. University reserves all rights to pursue any claims it may have against the Contractor if University elects to assume its own defense. Provided, however, the provisions of this **Section 9** do not include indemnification by the Contractor of the University for the University's activities.

10. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the University reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, University cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of University for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that University provides its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an individual, Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment, (2) Will not be eligible for any Federal Social Security, State Worker's Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of University; (4) Is not currently employed by the Federal Government and the amount charged does not exceed the normal charge for the type of service provided if payment is to be charged against Federal funds and; (5) Must furnish Form 8233

in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax. The University will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. (Also see Exhibit C.)

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

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

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

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

15. REPRESENTATIONS AND WARRANTIES. (A) Contractor's Representations and Warranties. Contractor represents and warrants to University that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. (B) Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

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

17. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and

enforced as if the Contract did not contain the particular term or provision held to be invalid.

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

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

20. TAX COMPLIANCE CERTIFICATION. Contractor hereby affirms, under penalty of perjury as provided in ORS 305.385(6), that, to the best of Contractor's knowledge, the Contractor is not in violation of any of the tax laws described in ORS 305.380(4). For purposes of this certification, "tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

21. TERMINATIONS. (A) This Contract may be terminated at any time by mutual consent of the parties or by University at its discretion upon thirty (30) days' notice to the Contractor. (B) In addition, the University may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the University, if (i) Federal or state laws, rules, regulations or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or University is prohibited from paying for such work from the planned funding source; or (ii) Any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. (C) This Contract may also be immediately terminated by University for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from University, fails to correct such failure within ten business days.

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

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

works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon University's request, Contractor shall surrender to anyone University designates, all documents, research or objects or other tangible things needed to complete the work.

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

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

26. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

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

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

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

30. CONFLICT OF INTEREST. The Contractor shall not engage in any activity or accept any employment, interest, or contribution that would, or would reasonably appear to, directly or indirectly conflict in any manner or degree with the performance of its services hereunder without University's prior written consent. Contractor will request University's written consent through the methods provided in Section 13 of this Contract. If University does not respond within 14 days of receipt of a request for written approval sent in accord with this section, University will have waived their rights to such prior consent solely in regards to the matter for which they received notice but failed to respond.

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

Certification: I, under penalties of perjury, do hereby certify that (a) the number shown on this form is my correct taxpayer ID (or I am waiting for the number to be issued to me), and (b) I am not subject to backup withholding because (i) I am exempt from backup withholding or (ii) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding.

I, the undersigned also (a) agree to perform the work required by Exhibit A in accordance with the terms and conditions; (b) certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; (c) certify that I am an independent contractor as defined in ORS 670.600; (d) certify that I am authorized to act on behalf of Contractor; (e) the statements contained in Exhibit C attached hereto are true and correct; and (f) understand that the University has adopted policies applicable to contractors that prohibit sexual harassment and accept that my company and its employees are required to adhere to the University's policy prohibiting sexual harassment in their interactions with members of the Southern Oregon University community.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Contract as of the dates written below.

CONTRACTOR

**The State of Oregon acting by and through
the State Board of Higher Education, on
behalf of Southern Oregon University**

Signature

Date

Signature

Date

Print Name

Print Name

Title

Title

EXHIBIT D

INSURANCE

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by University of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by University Not required by University.

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

3. Required by University Not required by University.

General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the University and divisions, officers, and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract.

4. Required by University Not required by University.

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than **Oregon Financial Responsibility Law (ORS 806.060)** for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. Certificates of Insurance. As evidence of the General Liability and Automobile Liability insurance coverage required by this Contract, the Contractor shall furnish an endorsement from the insurance company naming the State of Oregon, acting by and through the State Board of Higher Education on behalf of Southern Oregon University, and their officers, employees and members as additional insureds with respect to the work of this Contract. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to University at the following address: Southern Oregon University Contracting Officer, 1250 Siskiyou Boulevard, Ashland, OR 97520.

EXHIBIT E

CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

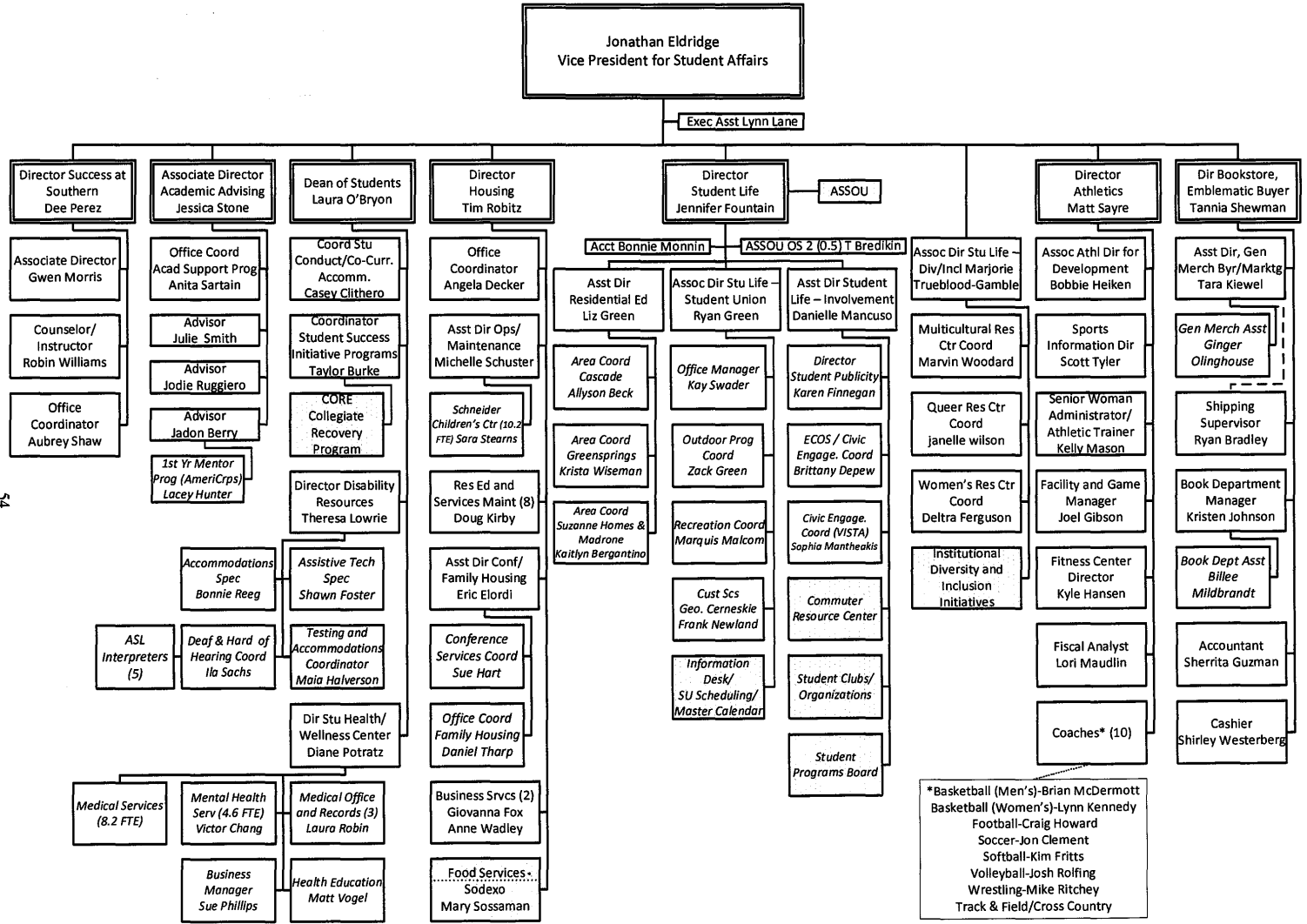
Contractor certifies he/she is independent and meets the following standards:

1. Registered under ORS Chapter 701 to provide services for which such registration is required.
2. Filed all federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for services performed as an independent contractor in the previous year.
3. Furnish the tools or equipment necessary for the contracted labor or services.
4. Authority to hire and fire employees who perform the labor or services.
5. Represent to the public that the services are to be provided by independently established business as four (4) or more of the following circumstances exist. **Check four or more of the following:**

- A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
- B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership;
- C. Telephone listing is used for the business that is separate from the personal residence listing.
- D. Services are performed only pursuant to written contracts.
- E. Services are performed for two or more different persons within a period of one year.
- F. I assume financial responsible for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the services to be provided.

Contractor Signature _____ Date _____

Division of Student Affairs



SOU Housing and Services

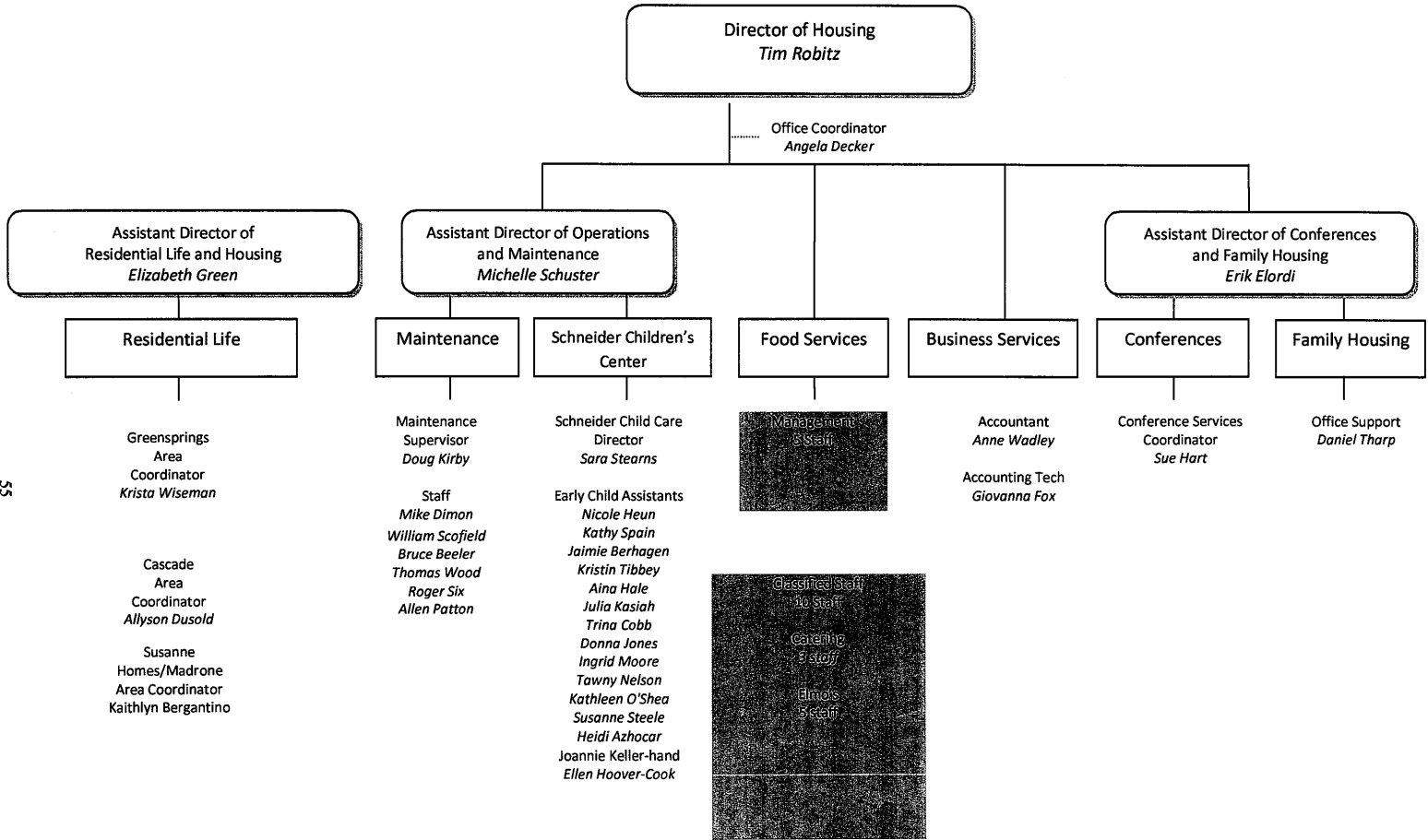


EXHIBIT G

SOUTHERN OREGON UNIVERSITY COMBINED: 54650-000 : 70-00565



10.0%

	YTD - SEP 2011 - AUG 2012					Vs Lyr \$	Vs Lyr %
	3 Yrs Ago	3 Yrs Ago	2 Yrs Ago	Last Yr	This Yr		
Total Sales	156,635.3	156,635.3	3,321,794.4	3,936,115.3	1,410,077.0	(2,526,038.3)	-64.2%
Total Food	80,585.5 51.4%	80,585.5 51.4%	1,213,351.2 36.5%	1,262,276.9 32.1%	448,721.7 31.8%	(813,555.3) -0.2%	-64.5%
						(24.7) <- basis Pts	
Total Labor	111,027.3 70.9%	111,027.3 70.9%	2,012,021.2 60.6%	1,785,267.8 45.4%	472,263.4 33.5%	(1,313,004.4) -11.9%	-73.5%
						(1,186.4) <- basis Pts	
Total Controllables	46,474.3 29.7%	46,474.3 29.7%	652,266.9 19.6%	706,116.9 17.9%	229,870.3 16.3%	(476,246.6) -1.6%	-67.4%
Total Non-Controllables	88,500.8 56.5%	88,500.8 56.5%	739,150.2 22.3%	828,541.0 21.0%	336,025.0 23.8%	(492,516.0) 2.8%	-59.4%
						2.8% <-adj prof spl	
Total Field Contribution	(169,952.5)	(169,952.5)	(1,294,995.0)	(646,087.3)	(76,803.3)	569,284.0	-88.1%
	-108.5%	-108.5%	-39.0%	-16.4%	-5.4%	11.0%	



#REF!

	YTD - SEP 2011 - AUG 2012					
	3 Yrs Ago	2 Yrs Ago	Last Yr	This Yr	Vs LYR \$	Vs LYR %
Total Sales	120,059.8	2,097,772.0	2,853,328.5	1,045,509.9	(1,807,818.6)	-63.4%
Total Food	75,876.8	772,762.4	839,833.5	261,427.5	(578,406.0)	-68.9%
	63.2%	36.8%	29.4%	25.0%	-4.4%	
					(442.9) <- basis Pts	
Total Labor	111,027.3	1,430,052.3	1,125,156.7	316,792.8	(808,363.9)	-71.8%
	92.5%	68.2%	39.4%	30.3%	-9.1%	
					(913.3) <- basis Pts	
Total Controllables	47,057.7	500,556.1	583,127.7	182,449.7	(400,678.0)	-68.7%
	39.2%	23.9%	20.4%	17.5%	-3.0%	
Total Non-Controllables	85,651.2	635,636.9	730,105.1	303,345.8	(426,759.4)	-58.5%
	71.3%	30.3%	25.6%	29.0%	3.4%	
					3.4% <-adj prof spl	
Total Field Contribution	(199,553.1)	(1,241,235.6)	(424,894.4)	(18,505.8)	406,388.6	-95.6%
	-166.2%	-59.2%	-14.9%	-1.8%	13.1%	



	YTD - SEP 2011 - AUG 2012				10.0%	
	3 Yrs Ago	2 Yrs Ago	Last Yr	This Yr	Vs LYR \$	Vs LYR %
Total Sales	36,322.5	856,766.6	944,800.8	310,146.9	(634,653.9)	-67.2%
Total Food	4,708.7 13.0%	272,114.2 31.8%	357,438.9 37.8%	137,746.7 44.4%	(219,692.2) 6.6%	-61.5%
Total Labor	0.0 0.0%	538,682.3 62.9%	635,980.7 67.3%	150,561.2 48.5%	(485,419.5) -18.8%	-76.3%
Total Controllables	(582.4) -1.6%	132,455.8 15.5%	119,522.8 12.7%	40,650.6 13.1%	(78,872.2) 0.5%	-66.0%
Total Non-Controllables	2,815.0 7.7%	74,943.2 8.7%	87,738.7 9.3%	28,618.7 9.2%	(59,120.0) -0.1%	-67.4%
Total Field Contribution	29,381.2	(161,429.0)	(255,880.4)	(47,430.4)	208,450.0	-81.5%
	80.9%	-18.8%	-27.1%	-15.3%	11.8%	

10.0%

		YTD - SEP 2011 - AUG 2012					
	3 Yrs Ago	2 Yrs Ago	Last Yr	This Yr		Vs LYR \$	Vs LYR %
Total Sales	0.0	352,356.6	137,986.0	51,448.8		(86,537.2)	-62.7%
Total Food	0.0	166,263.6	64,716.6	29,164.4		(35,552.2)	-54.9%
	#DIV/0!	47.2%	46.9%	56.7%		9.8%	
						978.6	<- basis Pts
Total Labor	0.0	40,970.7	24,130.4	4,909.4		(19,221.0)	-79.7%
	#DIV/0!	11.6%	17.5%	9.5%		-7.9%	
						(794.5)	<- basis Pts
Total Controllables	0.0	17,236.2	3,466.4	3,285.8		(180.6)	-5.2%
	#DIV/0!	4.9%	2.5%	6.4%		3.9%	
Total Non-Controllables	0.0	27,412.9	10,697.1	4,054.7		(6,642.4)	-62.1%
	#DIV/0!	7.8%	7.8%	7.9%		0.1%	
						0.1%	<-adj prof spl
Total Field Contribution	0.0	100,473.2	34,975.5	10,034.4		(24,941.1)	-71.3%
	#DIV/0!	28.5%	25.3%	19.5%		-5.8%	

YTD - SEP 2011 - AUG 2012						
	3 Yrs Ago	2 Yrs Ago	Last Yr	This Yr		
Total Sales	253.0	14,899.2	0.0	0.0		0.0 #DIV/0!
Total Food	0.0	2,210.9	288.0	0.0		(288.0) -100.0%
	0.0%	14.8%	#DIV/0!	#DIV/0!		#DIV/0!
						#DIV/0! <- basis Pts
Total Labor	0.0	2,316.0	0.0	0.0		0.0 #DIV/0!
	0.0%	15.5%	#DIV/0!	#DIV/0!		#DIV/0!
						#DIV/0! <- basis Pts
Total Controllables	(1.0)	2,018.8	0.0	0.0		0.0 #DIV/0!
	-0.4%	13.5%	#DIV/0!	#DIV/0!		#DIV/0!
Total Non-Controllables	34.6	1,157.2	0.0	0.0		0.0 #DIV/0!
	13.7%	7.8%	#DIV/0!	#DIV/0!		#DIV/0!
						#DIV/0! <-adj prof spl
Total Field Contribution	219.4	7,196.3	(288.0)	0.0		288.0 -100.0%
	86.7%	48.3%	#DIV/0!	#DIV/0!		#DIV/0!

ATTACHMENT G

SOUTHERN OREGON UNIVERSITY ACADEMIC CALENDAR 2011/2012

OUS Five-Year Academic Calendar 2010-11 through 2014-15

	2010-11*	2011-12	2012-13	2013-14	2014-15
FALL TERM					
Classes Begin	Mon 9/27	Mon 9/26	Mon 9/24	Mon 9/30	Mon 9/29
Classes End	Fri 12/3	Fri 12/2	Fri 11/30	Fri 12/6	Fri 12/5
Final Exams End	Fri 12/10	Fri 12/9	Fri 12/7	Fri 12/13	Fri 12/12
Teaching Days	47-48	47-48	47-48	47-48	47-48
WINTER TERM	Fall Break 12/11 - 1/2	Winter Break 12/10 - 1/8	Winter Break 12/8 - 1/6	Winter Break 12/14 - 1/5	Winter Break 12/13 - 1/4
Classes Begin	Mon 1/3	Mon 1/9	Mon 1/7	Mon 1/6	Mon 1/5
Classes End	Fri 3/11	Fri 3/16	Fri 3/15	Fri 3/14	Fri 3/13
Final Exams End	Fri 3/18	Fri 3/23	Fri 3/22	Fri 3/21	Fri 3/20
Teaching Days	49	49	49	49	49
SPRING TERM	Spring Break 3/19 - 3/27	Spring Break 3/24 - 4/1	Spring Break 3/23 - 3/31	Spring Break 3/22 - 3/30	Spring Break 3/21 - 3/29
Classes Begin	Mon 3/28	Mon 4/2	Mon 4/1	Mon 3/31	Mon 3/30
Classes End	Fri 6/3	Fri 6/8	Fri 6/7	Fri 6/6	Fri 6/5
Final Exams End	Fri 6/10	Fri 6/15	Fri 6/14	Fri 6/13	Fri 6/12
Teaching Days	49	49	49	49	49
SUMMER TERM					
Classes Begin	Mon 6/20	Mon 6/25	Mon 6/24	Mon 6/23	Mon 6/22
8-Week Ends	Fri 8/12	Fri 8/17	Fri 8/16	Fri 8/15	Fri 8/14
11-Week Ends	Fri 9/2	Fri 9/7	Fri 9/6	Fri 9/5	Fri 9/4

NOTE: OSU College of Pharmacy operates on a different calendar - please contact the College of Pharmacy at (541) 737-3424 for a current schedule.

UO Law School operates on a different calendar - please contact the Registrar's Office at (541) 346-2937 for a current schedule.

* Due to anticipated furlough days at SOU, the length of winter term 2011 is subject to change.

Revised July 2010