



ADDENDUM 4

May 15, 2012

IMPORTANT NOTICE TO PROPOSERS TO RFP 2012-6, Campus Dining Services:

SOU's Office of Purchasing and Contracting provides the following information as requested from bidders.

Question(s):

1. Can you share with us your current daily rate?

Answer – Breakfast - \$7.00, Lunch - \$8.25, Dinner - \$10.50

2. Can you share the participation rates per each meal plan?

Answer – these numbers have been provided as best as our system has tracked them.

3. Are you currently being reimbursed by Sodexo for the payroll cost of the 16 University Employees mentioned in the RFP on page 7?

Answer – Yes

4. Do you meal plan cost to student include an override?

Answer – these numbers have been provided as best as our system has tracked them.

5. How many board days for calculation purposes?

Answer – 75 days per term.

6. On page four of the RFP in the chart of meal plan participants please clarify Other Meal Plan? Are they voluntary meal plans?

Answer – we show them as commuter plans or true flex users (mostly staff and off campus students), this number will change base off the options provided by the food vendor. Yes it is voluntary.

7. Please provide the amount of unused flex that Sodexo collected last full fiscal year.

Answer – information not available

8. Please share vending revenue

Answer – these numbers have been provided as best as our system has tracked them.

9. Does the Elmo and C-store revenue numbers shared include Declining Balance?

Answer – Yes

10. On page 7 of the RFP under “Current Campus Dining Employees” you shared a range of salary and benefits. We respectfully request additional clarification and detail on what comprises this benefit amount.

Answer – this can be best shared by the Human Resources department, but the breakdown of each employee and benefit costs has been provided.

11. Can you share with us some detail on the facilities upgrade/enhancement approval process @ SOU? If we are fortunate enough to be selected are we allowed to independently partner with contractors and A & E firms?

Answer – the winning vendor would work with our Facilities Maintenance & Projects (FMP) department to manage the proposed changes. It would be allowed to have an independent contractor and A&E firm to work with the University. All final decisions would need SOU approval, meeting SOU standards.

12. I am asking for additional clarification regarding item #27 in Addendum 2. We could not find mention of a rent payment in the amount of \$29,496 to SOU. Is it the expectation that the successful proposer pays monthly rent to SOU?

"27. What is the annual cost for garbage removal on campus?"

Answer - Sodexo pays the trash bill for Cascade and for the SU it is included in the \$29,496 of rent paid for rental of the building space"

Answer – in the current contract with Sodexo, the Housing department pays the Student Union operations account, rent for the retail spaces used in the facility. The rent covers all the overhead costs by the food provider. Within the new contract this will be revised to allow for direct overhead costs by the vendor to go to the Student Union instead of Housing paying rent for the food vendor.

13. Can you provide sales by location; Elmo's, Subway, Library, Coffee Kiosk in Student Union, C-Store?

Answer – these numbers have been provided as best as our system has tracked them.

14. Can you provide sales for Conferences and Catering services?

Answer – these numbers have been provided.

15. Do you have any Student Surveys or Focus Group information you can share?

Answer – we only have what Sodexo has provided.

16. Exhibit G provides some sales and cost data. A significant cost section is the Non-Controllables. Can you provide a breakout of what is included in the Non-Controllable Costs?

Answer – these include worker compensation, institutional administrative overhead and fixed assets.

17. Page 16 of the RFP notes 57 meal plans that are to be provided at discount or free. Are these 57 meals included in the total meal plan Participants – 1,038 - mentioned on page 4 of the RFP.

Answer – part of them are included in that number (about 45). The additional 12 will be added with the new facility.

18. How many summer schools students are usually on campus.

Answer – these numbers change continuously but range from 40 to 120.

19. Vending Services, page 37 of RFP. Do you have current information on vending services? Sales broken out by Snacks and Beverages. Number of machines, types of machines? Are there any restrictions on the type of beverages we can provide (Pepsi Coke)?

Answer – these numbers and information has been provided. Contact information for the snack/food vending is as follows:

Ed Kuykendall

Three Rivers Vending

(phone 541-772-1711).

No restrictions on beverage provide – though current contract with Pepsi runs through September 2012.

20. Please provide the breakdown of utilization (number used weekly) by each plan

Answer – Current system does not support the tracking of this data

21. Please provide the average ticket for each retail location

- a. Elmo's
- b. Java Union
- c. Southern Grounds
- d. Re-Store Greensprings
- e. C-Store Cascade

Answer – data best available is attached

22. Please provide annual concessions revenue for the last full fiscal year

- a. Cash (to include credit card)

b. Flex

Answer- This information is not available

23. Is the current liquor license a governmental license owned by SOU and leased to Sodexo or is it Sodexo's license?

Answer – It is an SOU license from the state and Sodexo uses it under the SOU approval.

24. No page number due to not noted in the RFP-

a. Does Subway pay rent or commissions to Southern Oregon University? If so can you please provide the amount for the last fiscal year broken down by month?

Answer – Subway does pay monthly rent, contract for Subway shared and financial information in attachments.

b. What is the last fiscal year revenue reported by Subway to Southern Oregon University? Please provide the monthly breakdown by cash (to include credit card) and flex.

Answer –see financial information in attachments.

25. Requests clarification with respect to (i) "Important Notice" on page 7, (ii) "General Provisions" Sections 7 and 16 on pages 10-11, and (iii) the first paragraph under "Contract Specifications and Requirements" on page 15, in that Sodexo shall comply with all requirements of the RFP specifications, as negotiated and mutually agreed to in writing by the parties.

Answer – not a question, but this would be open for negotiation if awarded the contract.

26. Requests clarification of Section 1, page 11, in the event of any conflict or inconsistency in the provisions of the RFP, Sodexo's Proposal, and the resulting Agreement, the following order of precedence shall apply:

1. Final negotiated Agreement between the parties
2. Sodexo's Proposal
3. RFP

Answer – this would be open for negotiation if awarded the contract.

27. Requests deletion of the last line of "Term of Contract", page 12 and Sections 21-22 of the Standard Professional Services Contract Provisions on page 49 and requests that the following be substituted therefor as previously agreed by the parties in the current agreement dated 7/31/09 in Section 3.1.2 page 3, Section 3.1.3 Page 4 and Section 3.1.4 Page 4.

Answer – this would be open for negotiation if awarded the contract.

28. Requests clarification of (A) the last paragraph of Section 4 on page 16 and (B) Section 6a on page 38 in that many of the manufacturers, suppliers and distributors provide rebates, allowances, and other payments to Sodexo based on Sodexo's purchasing commitments, aggregate growth incentives and other factors. Prompt payment discounts and all rebates, allowances and other payments obtained from manufacturers, suppliers and distributors, will be retained by Sodexo.

Answer – what clarification is needed?

29. Requests clarification of the last sentence of Section C3 on page 18 in that Sodexo shall declare and demonstrate to University that all of its approved food and supply vendors meet or exceed all regulatory body laws and standards.

Answer – provide all subcontractors, food distributors and food quality information

30. Requests modification of Section 3 on page 25, Section 7 on page 26, and Sections 11 and 12 on page 31, in that the following shall apply to any capital investments, improvements, or renovations as previously agreed by the parties in Section 13.4 in the current agreement.

“If prior to the complete amortization of the Investment any of the following events occur:

- (i) the Agreement expires;
- (ii) the Agreement is terminated;
- (iii) the Agreement is amended and such modification has an adverse economic impact on Sodexo; or
- (iv) because of action by University, Sodexo’s procurement programs are no longer utilized, to the severe impact of Sodexo, for the purchase of goods in connection with the Services provided under this Agreement;

then University shall reimburse Sodexo, on the expiration date, or within five (5) days after receipt by either party of any notice of termination under this Agreement or within ten (10) days after the occurrence of (iii) or (iv) above, the unamortized portion, and shall thereafter own any equipment/renovation. University agrees to de-identify and, if applicable, remove any proprietary elements of such equipment as directed by Sodexo.”

Answer – this would be open for negotiation if awarded the contract.

31. Requests modification of Section 26, page 33 of the RFP, as follows:

“Americans with Disabilities Act Compliance: Contractor shall at all times comply with the Americans with Disabilities Act (“ADA”) in any modifications made by Contractor as part of a renovation to the dining facilities funded by Contractor, placement of fixtures, and merchandising of product. Contractor shall cooperate with the University in its ADA compliance efforts.”

Answer – this would be open for negotiation if awarded the contract.

32. Requests that Section 9 on page 47 be deleted and replaced with the language previously agreed by the parties in the current agreement dated 7/31/09, Section 15.13 Defense and Indemnity.

Answer – this would be open for negotiation if awarded the contract.

33. With respect to the provisions contained in Section 14 on page 48 of the RFP, acknowledges that any materials developed specifically and solely for University’s services under this RFP shall remain the property of University with all rights and title thereto. Sodexo requests that Section 14 be modified accordingly to reflect the foregoing.

Answer – this would be open for negotiation if awarded the contract.

34. Requests deletion of the requirement for Professional Liability Insurance under Section 2 on page 52 of the RFP with respect to Professional Liability Insurance as the Food Services do not ordinarily require specialists or professionals for whom such insurance would be required.

Answer – this would be open for negotiation if awarded the contract.

35. Requests deletion of the third sentence under Section 5 “Certificates of Insurance” on page 52 of the RFP in that such documents are deemed to be commercially sensitive and confidential corporate information; therefore, do not provide copies of such documents to third parties. However, will provide University with a certificate of insurance evidencing compliance with the coverage requirements under the resulting agreement.

Answer – please provide what compliance coverage you have

36. Requests that the following language be included in the final contract that is entered into between the parties:

“Adjustments. The Financial Arrangement will be adjusted to reflect additional costs incurred by Sodexo (i) in connection with the implementation of legislation or other legal requirements, including, but not limited to, the implementation of the Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010, which comprise the health care reform of 2010, or other health care rules and regulations, or any modifications thereto or (ii) increases in benefit costs paid by Sodexo on behalf of covered employees. The adjustment to the Financial Arrangement will be effective from the date the events of (i) and/or (ii) occur.”

Answer – this would be open for negotiation if awarded the contract.