

PURPOSE INTENT, AND TERM: This Request for Proposals (RFP) requests proposals from qualified food service contractors for the operation of the food services on the campus of Portland State University to include University Place Conference Center (hereinafter referred to as the "University") in Portland, Oregon. The food services will be operated by personnel from the successful food service management company (hereinafter referred to as the "Contractor.") It is the intent of the University to contract on an exclusive rights basis (subject to the exclusions specified herein) for manual food services with a Contractor on a profit-and-loss basis: the Contractor pays the University a percentage of the gross retail receipts each month against an annual minimum in addition to certain fixed overhead costs (utilities, janitorial, pest control etc.). The **term** of the contract will be seven (7) years from July 1, 2005 with three possible one-year extensions at the sole discretion of the University.

## NOTICE

**It is critical that each respondent carefully review the specific requirements and specifications of this Request for Proposals (RFP). Each respondent should note, in its proposal response, any and all exceptions to the RFP and include recommended changes in its proposal response. Unless an exception and preferred language are submitted in the proposal, it will be assumed that the Contractor agrees to the proposed terms and conditions therein. The University reserves the right to accept or reject suggested changes, modifications, or substitutions submitted in the respondent's proposal response.**

## DEFINITIONS

- |    |                   |  |
|----|-------------------|--|
| 1. | University:       | Portland State University  |
| 2. | Contractor:       | The entity solicited by and contracted with the University to provide dining services pursuant to the Agreement. |
| 3. | Resident Student: | A currently enrolled student who has executed a housing contract in University owned facilities.                 |
| 4. | University Place: | The Portland State University owned and educational operated Conference Center.                                  |

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## **SECTION 1.0**

### **GENERAL INFORMATION AND INSTRUCTIONS**

## PROPOSAL TRANSMITTAL INSTRUCTIONS

Proposals will be received until 4:00 P.M. PST on January 7, 2005. Proposals shall be firm, irrevocable offers and binding on the proposer for a period of sixty (60) days following closing of the solicitation on January 7, 2005. Each copy of the proposal should be bound in a single binder/volume and be addressed in the following manner:

Eight copies to:

Steven Hopf, Contracts Officer  
Portland State University  
Purchasing Office  
724 SW Harrison  
Portland, OR 97207

### 1.1 GENERAL INFORMATION AND INSTRUCTIONS

- 1.1.1 Proposals must be made in the official name of the firm or individual under which business is conducted (showing an official business address) and must be signed by a person or persons authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- 1.1.2 By submitting a proposal, the Contractor agrees to be governed by the terms and conditions set forth in this Request for Proposals (RFP). **Any exceptions to the specifications must be clearly identified in the proposal. The University reserves the right to accept or reject any and all proposals or any portions thereof.**
- 1.1.3 Proposal responses should be submitted in a three-ring binder in the same order as requested in the Mandatory Responses Section of this RFP. Contractors are encouraged to submit additional information pertinent to this RFP; however, elaborate brochures and other promotional materials are not necessary and are therefore discouraged.
- 1.1.4 Contractors are advised that all responses to the RFP could possibly be deemed public records and are potentially subject to disclosure, inspection, and copying by the public. The University makes no promises or representations to hold in confidence any information submitted by a Contractor in response to the RFP. If a Contractor believes that information sought by the RFP constitutes a trade secret, then Contractor should assert that contention in a clearly worded exception to the specific requirement in the RFP and clearly mark all such information appropriately. If University receives a request for the information contained in a Contractor's proposal, University will notify the subject Contractor and allow it to take whatever action it deems appropriate under the circumstances.

## **1.2 RIGHT TO ACCEPT OR REJECT**

The RFP does not commit or require the University to award a contract upon the issuance of a Letter of Intent to Award.

- 1.2.1 The University will not pay any of the Proposer's costs or expense for the preparation or presentation of its proposal, nor will the University reimburse the Proposer any costs or expense for the Proposer's work or expenses done or expended before a contract or agreement is negotiated between the University and the Contractor. The Proposer will be responsible for and bear any and all costs, expense, and risk up to and including the time a contract or agreement is negotiated between the University and the Contractor.
- 1.2.2 The University reserves the right to waive minor informalities in proposals and to accept or reject any and all Proposals or any portions thereof and to cancel this RFP, upon a written finding by the University that there is good cause and that it would be in the public interest to do so. (ORS 279.035: OAR 137-30-075 and 137-30-102.
- 1.2.3 The University will require an oral presentation of one or more Contractors for the purpose of discussion, clarification, and negotiation. Those Contractors will also be required to repeat their basic presentation and answer questions at an Open Forum for students, faculty, and staff.
- 1.2.4 The University reserves the right to separate the University Place from the remainder of campus dining and award it as a separate contract if it is deemed to be in the best interest of the University.
- 1.2.5 The contract will incorporate by reference all of the requirements, terms, and conditions of this RFP as well as the Contractor's proposal as negotiated and finally agreed upon by the parties.

## **1.3 INQUIRIES**

Questions concerning the RFP arising before or after the Mandatory Proposal Conference must be submitted in writing to Steve Hopf on or before 4:00 P.M. PST December 17, 2004. The responses(s), if any, will be sent to all Contractors who attend the Mandatory Proposal Conference. All responses will be sent by 4:00 P.M. PST December 29, 2004.

## **1.4 GRATUITIES**

By written notice, the University may disqualify from consideration or cancel any subsequent contract if it is found by the University that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the firm, or any agent or representative of the firm, to any officer, employee, or authorized representative/consultant of the University with the intent to secure this contract or secure favorable treatment with respect to the awarding or amending of this contract. (PSU Code of Ethics is attached).

## **1.5 MANDATORY PROPOSERS' TOUR:**

A Mandatory Proposal Tour consisting of a tour of the existing dining services facilities and a question and answer session will be held on November 30, 2004 at 1:30 P.M. PST at University Place at 310 SW Lincoln Street Portland, OR.

**ATTENDANCE AT THIS MANDATORY PROPOSER'S CONFERENCE IS A PREREQUISITE TO SUBMITTING A PROPOSAL.**

## **1.6 SUBSEQUENT RESEARCH/SURVEY VISITS TO CAMPUS**

Follow-up research visits will be permitted by appointment only for firms in attendance at the Mandatory Proposer's Conference. Please contact John Eckman (503-725-5401 or eckman@pdx.edu) to arrange your visit. Intercept and/or web surveys will be permitted with advance permission in writing from the above contact. There is to be no surveying of students room-to-room in the residence halls or in any academic area of the campus.

## **1.7 ORAL REPRESENTATION AND PAST PRACTICES**

Proposers should not base any portion of their proposals on any oral representations or actual/perceived past practices not specifically identified within this RFP.

## **1.8 RFP SCHEDULE**

Although subject to change, the University intends to adhere to the following time and event schedule relative to this RFP process.

Mandatory Proposer Tour:	1:30 P.M. Tuesday, November 30, 2004
Last date for Questions:	December 17, 2004
Proposal's Due:	4:00 P.M. Friday, January 7, 2005
Finalist Interviews:	January 18-19, 2005
New Contract takes effect:	July 1, 2005

## **1.9 EVALUATION AND AWARD**

This is a request for proposals and not a bid process. Therefore, the University has the discretion to evaluate the qualitative as well as financial aspects of each proposal and make its selection based on what it considers to be in the best interest of the University as a whole. The award and selection of the Contractor is solely within the discretion of the University. After the Letter of Intent to Award is issued, no unsuccessful Contractor should submit additional information for the University's consideration or have any subsequent contact with University employees or officials.

The scoring points will be allocated as follows:

- |                             |    |
|-----------------------------|----|
| • Conceptual Proposal       | 40 |
| • Operating Systems         | 30 |
| • Financial Proposal        | 20 |
| • Experience And References | 10 |

### **1.10 UNIVERSITY'S RIGHT TO INVESTIGATE CONTRACTOR**

The University reserves the right, pursuant to OAR 125-30-003, to investigate and evaluate, at any time prior to award and execution of the contract, the apparent successful proposer's financial responsibility to perform the contract. Submission of a signed proposal constitutes approval for the University to obtain any credit report information the University deems necessary to conduct the evaluation. The University shall notify the apparent successful proposer, in writing, of any other documentation required, which may include, but is not limited to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratios, including number and amount of secured versus unsecured creditor claims; availability of short- and long-run financing; bonding capacity and credit information. Failure to promptly provide this information shall result in proposal rejection.

The University may postpone the award or execution of the contract after announcing the apparent successful proposer in order to complete its investigation and evaluation. Failure of the apparent successful proposer to demonstrate financial responsibility, as required under OAR 125-30-003, shall render the proposer non-responsive and non-responsible and shall constitute grounds for proposal rejection, as required under OAR 137-30-100.

## **SECTION 2.0**

### **CAMPUS AND DINING OPERATIONS DESCRIPTION**

## 2.1 BACKGROUND

### PORTLAND STATE UNIVERSITY VISION STATEMENT

*Our vision is to be an internationally recognized urban university known for excellence in student learning, innovative research, and community engagement that contributes to the economic vitality, environmental sustainability, and quality of life in the Portland region and beyond.*

Portland State University (University), located in downtown Portland, Oregon is the largest University in Oregon with over 23,486 (12,944 full time and 10,542 part time) students and 3,000 faculty and staff. Estimated total number of students at the beginning of winter term is 25,000. The University, founded in the aftermath of World War II, grew steadily as an urban university serving primarily non-traditional commuter students. In the last ten years the campus has grown both in physical size and population. Portland State University is currently transitioning to a combination commuter and residential campus. Until recently housing was privately operated. University has now developed a housing and residential life program to support students looking for a more traditional campus experience. In the past two years University has built two new residence halls with 521 apartments. The long-range plan is to continue to construct and operate additional residence halls. By the start of the school year in 2005, there will minimally be 2,151 residents living on campus, of which at least 330 will have a room and board plan. However, University has a strong commitment to maintain a vibrant mix of commuter and residential students.

In April, 2004, the University purchased the Doubletree Hotel at 310 SW Lincoln Street and is operating 235 guest rooms and an educational conference center with 8,000 square feet of conference space. Named University Place, this facility is intended to be a premier location for educational conferences. The facility is seven blocks from the center of downtown Portland and is on "fareless square," where all public transportation is free. As it is a five-minute commute from Oregon Health & Science University, it is also anticipated that as well as all educational institutions of the Oregon Higher Education System, will use the facility. 239 dedicated parking spaces are a key attraction to conferences and guests of University Place. There is a restaurant and small lounge on the property as well. The lounge, restaurant, and catering are a potential part of this project. University Place has been open for six months and the University continues to build a conference clientele. The successful proposer will create the dining/restaurant and lounge marketing program and establish community relations.

In addition, there is a food court, Subway, Starbucks, and Noah's Bagel Shop in Smith Memorial Student Union and a small retail Meetro Café on the west side of campus. The board students will dine this year in a temporary facility on the second floor of the Ondine residence hall. A new

board dining facility will be designed and constructed on the main floor of the Ondine to open in September 2005.

Total gross revenue for dining services over the last three years (this does not include the new University Place or Meetro):

- \$2,743,565
- \$3,035,607
- \$3,167,065

It is important to note that the University has many retail operations on the ground floor of its buildings. As part of the City of Portland's requirements the University will continue to comply with mixed-use requirements for retail spaces as it constructs new buildings. Food venues will be part of the mix in these spaces. Within those spaces are food service operations that are tenants of the University. A list of those operations will be found in the attachments.

The University is world renowned for its College of Urban and Public Affairs. A new engineering school is currently under construction in response to the high demand for engineers generated by the number of technology firms located in the greater Portland metropolitan area. These are just a few examples of the growth and impact of Portland State University.

**Portland State University demonstrates through its actions that it is committed to its vision.**

## **2.2 THE MISSION OF AUXILIARY SERVICES**

Auxiliary Services supports the educational environment of Portland State University through the provision of high quality, accessible, and self-supporting campus services for students, staff, faculty, and the greater Portland community.

## **2.3 CAMPUS DINING GOALS**

The University is seeking an operator who will become a partner in attaining the following goals:

- To provide quality food and service to students, faculty, staff, alumni, and visitors to Portland State University
- To move incrementally toward the goal of environmental sustainability in the operation of all aspects of campus dining.
- To encourage life-long healthful living habits in particular related to nutritional education and menu selections.
- To meet the dietary needs of its diverse population.

- To maintain a food service on a profit and loss basis to the Contractor that is self-supporting<sup>1</sup> with respect to the University.
- To provide a positive work experience for all who work in dining services.
- To encourage community interaction between residential and commuter students as well as faculty and staff.
- To assure adequate accountability and financial reporting.
- To maintain reasonable, competitive prices.
- To continue to employ a diverse group of University students in the food services.
- To participate in current and future campus recycling programs.

## **2.4 SCOPE OF WORK**

This RFP is designed to obtain proposals to operate University Place, University Housing Dining, Smith Memorial Student Union Dining, and other campus dining as under one contract. Currently, Aramark operates the catering and retail food service on the campus, and Sodexo operates the restaurant, lounge, and catering at University Place. Based upon the best value for the University, it reserves the right to continue to operate the two under separate contracts.

This is an exciting time for PSU, and there is a strong desire to find a partner who will operate campus dining in creative new ways that appeal to a diverse student population.

## **2.5 EXCLUSIVE RIGHTS AND EXCEPTIONS.**

The Contractor will be granted rights to operate daily and catered food services in assigned facilities.

University reserves the right to the following:

- Request the Contractor to provide catering for University events held off-campus.
- To approve occasional bake sales, potlucks, catered special events, and catered ethnic food events held on or off-campus that

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<sup>1</sup> The University must receive a guaranteed minimum income sufficient to cover the direct operating expenses each year.

are sponsored by students, staff, and/or faculty in the Smith Memorial Student Union (SMSU).

- Sell candy, beverages, snacks, popcorn, and gum in the location of and through the University Market, Viking Bowl and Billiards, University Place Lobby Shop, Stott Center concession stand, and other sites to be determined in the future.
- Sell items in vending machines.
- Authorize the student managed Food For Thought restaurant to operate in the basement of the Smith Memorial Student Union.
- Lease University owned retail space for restaurants, coffee shops, etc.
- To waive exclusive rights related to alcohol under special circumstances.

## **2.6 MEAL PLANS**

Currently there is a declining balance commuter plan that any student, faculty, or staff person may purchase. There are a limited number of traditional board contracts for student athletes living across campus and for those students living in the Ondine and participating in the temporary 'all-you-care-to-eat' dining commons. A description of the meal plan is found in the attachments. The University is open to other meal plan options in the proposals.

## **2.7 DINING FACILITIES**

### **2.7.1 Smith Memorial Student Union**

Smith Memorial Student Union, built in 1958, is the hub of campus activity and currently houses the Parkway Commons food court (4,873 square feet plus 405 seat dining room, Starbucks Coffee, Noah's Bagels, Sushi Bar, and Subway operation). In addition, the primary preparation kitchen is located in this building along with a series of meeting rooms and a ballroom. There was a major renovation in 1990, including the kitchen, and another renovation of the scramble system food court about five years ago. Current food court platforms include:

- Taco Bell
- Noah's Bagels
- Pizza (Woodstone Oven)
- Display Sauté Station
- Grill Station

Like many universities, it is important that proposers understand that the campus population is diverse in its views regarding food service. This could include, but is not limited to, segments of the population opposing nationally branded operations and multi-national corporations and having interest in sustainability and local food sourcing. The University is open to alternative concepts that are more in line with the University's vision. Hours of operation and other information on the food court are included in the attachments.

### **Subway**

The 28 seat Subway is separate from the Parkway Commons and is accessed from the main lobby entrance to the Smith Memorial Student Union.

#### **2.7.2 Ondine Dining Commons**

Currently in design, the dining commons on the first floor of the Ondine Residence Hall will be ready for operation when fall semester begins in 2005. It is anticipated that there will be 330 students purchasing mandatory meal plans at that time. The design intent is to provide a grab and go coffee bar, snacks, and a light food option that can operate when the remainder of the dining hall is closed.

In addition, nearly 1800 PSU housing students (on month-to-month or annual contracts) may sign up for voluntary meal plans.

## **2.8 CATERING – SMITH MEMORIAL STUDENT UNION**

Catering in the Smith Memorial Student Union is done out of the basement kitchen (6,194 square feet). The catering in Smith Memorial Student Union and at University Place will be exclusive to the selected operator. The contractor will be encouraged to compete for catering at other campus locations but will not have exclusivity. The market for catering is very different at the two locations and vendors should anticipate the differences in the proposal. Smith Memorial Student Union has a combination of student events, faculty events and other traditional campus catering. The market at University Place is generally conference business with multiple catering needs over multiple days for events. Often the University Place events are bringing outside dollars to the campus whereas the events at Smith Memorial Student Union are done with student organization and University department general fund budgets. SMSU manages approximately 24,500 square feet of conference/meeting space as well as 9,400 feet in Hoffman Hall. Additional information on catering is provided in the attachments.



## **2.10 CATERING – ONIDINE SUMMER CONFERENCING**

The Ondine is used during the summer session for conferencing. This includes hosting international students, OHSU students, and internal and external groups of students throughout this session. The Ondine Dining commons will also serve the summer conferencing population.

## **2.11 SUSTAINABILITY**

Sustainability is part of the University mission, and it is critical that proposer's understand the commitment that the University has made to this issue. Food vendors who support this concept are specifying products from farms that produce food in environmentally friendly and socially responsible ways, educating consumers and others, in the food systems about the benefits of sustainable agriculture. These farms should comply work diligently to:

- Reduce or eliminate pesticides
- Conserve soil and water
- Protect and enhance wildlife habitat
- Provide safe and fair working conditions
- Provide healthy and humane care for livestock.

Additional consideration will be given to those proposals that demonstrate the ways in which they will help the University attain its sustainability goals. A more detailed description of sustainability issues and recommended practices to meet sustainability goals are included in a white paper in the attachments. This paper was prepared by the sustainability committee in the University Facilities Department.

## **2.12 EXCLUSIVE BEVERAGE CONTRACT**

The University has an exclusive rights beverage contract with Pepsi Cola. The contractor must honor that contract and any successive beverage contracts entered into by the University during the term of this contract. A copy of the terms and conditions of the existing contract are included in the attachments.

## **2.13 ALCOHOL**

The selected contractor will have the exclusive rights to serve alcohol at Portland State University. On occasion wines may be donated for events but they will be served only by the Contractor. Licensing in Oregon is different for catered events compared to the license for the lounge/restaurant at University Place. Both licenses are currently held by the respective contractors and the new contractor would have to assume responsibility for the liquor license(s) and for training its personnel. The license for University Place will only be for that facility.

**SECTION 3.0**  
**MANDATORY RESPONSES**

### 3.1 CONTRACTOR RELATED INFORMATION

Organization Name: \_\_\_\_\_

Main Office Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

Principal Marketing Contact: \_\_\_\_\_

Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Website : \_\_\_\_\_

### 3.2 QUALIFICATIONS

Please submit the following:

- If publicly held, an annual report and 10-K for the previous full fiscal year. If privately held, audited financial statements and/or income tax statements for the previous two fiscal years.
- A list of all principal officers and key executives and their resumes. National companies must submit the same information for principal operating officers as well as all regional/district executives and management personnel that would be assigned to this operation.
- A listing of all current comparable or representative locations of similar campus and conference center operations. Please include the name(s) and telephone number(s) of individual persons as references.
- If the contact person for this RFP who will represent your company in this process is other than the person named in item 3.1 above, please provide the name and contact information (mailing address, telephone/facsimile numbers and e-mail address).

### **3.3 NEW ONDINE DINING COMMONS**

#### **3.3.1 Dining Commons**

Please submit a proposal to operate the new dining commons that is to be ready for students at the beginning of the 2005 academic year. That plan should include, but not be limited to:

- Concepts/Stations
- Menu
- Pricing and portions
- Marketing Plan
- Décor and Signing
- Staffing (include a summary total of FTE's in this venue)
- Hours of Operation by time of year and day of week.

#### **3.3.2 Grab and Go Operation**

Please submit a proposal to operate the coffee bar and grab and go operation attached to the new dining commons. The plan should include:

- Menu
- Pricing and portions
- Staffing (include a summary total of FTE's in this venue)
- Décor and conceptual image
- Merchandising
- Marketing Plan
- Hours of operation by time of year and day of week.

### **3.4 DELI LOCATION (CURRENTLY SUBWAY)**

Please submit a plan to operate in the locations currently occupied by Subway. This may or may not include retaining the Subway brand. The plan should include:

- Menu
- Brand or other concept
- Pricing and portions
- Staffing (include a summary total of FTE's in this venue)
- Décor and conceptual image
- Merchandising
- Marketing Plan
- Hours of operation by time of year and day of week.

### **3.5 MEAL PLANS**

Please submit a proposal to offer the meal plans to residence hall students. Contractors are also encouraged to propose voluntary plans for apartment/suites residents, commuter students, faculty and staff.

### **3.6 RETAIL DINING OPERATIONS**

Please submit a plan to operate the retail dining operations in Smith Memorial Student Union food court. The plan should include, but not be limited to:

- Concepts
- Décor
- Menu
- Signing
- Prices and Portions
- Staffing (including Weekly FTE's)
- Marketing Plan/Strategy
- Hours of Operation by time of year and day of week.

### **3.7 UNIVERSITY PLACE NORTHWEST GRILLE**

Please submit a plan to operate the Northwest Grille at University Place. The plan should include, but not be limited to:

- Concepts
- Menu
- Signing
- Prices and Portions
- Staffing (including a summary of Weekly FTE's)
- Marketing Plan/Strategy
- Hours of Operation by time of year and day of week.

### **3.8 UNIVERSITY PLACE LOUNGE**

Please submit a plan to operate the University Place Lounge. The plan should include, but not be limited to:

- Food Menu
- Alcohol Menu
- Prices and Portions
- Staffing (including Weekly FTE's)
- Marketing Plan/Strategy
- Hours of Operation by time of year, day of week.

### **3.9 CATERING PLAN – SMITH MEMORIAL STUDENT UNION**

Please submit a catering plan for Smith Memorial Student Union. While the procedures may be the same, the menus should reflect the distinct needs of each location. The plan should include, but not be limited to:

Menu

Portions/pricing for four levels of service: table linens with china, standard china/service-ware, disposable service-ware, and pick-up/carry-out

Typical staffing levels per customer for seated service lunch and dinner functions, receptions, and buffet service

The process used to receive, process, affirm, and confirm catering orders

Sample brochure/marketing piece

Sample event planning/billing form

Plan for Alcoholic Beverage Service

Other pertinent data.

### **3.10 CATERING PLAN - UNIVERSITY PLACE (CONFERENCE CENTER)**

Please submit a plan to operate Catering at the University Place. The plan should include:

Weekly Staffing Chart (include a summary total of FTE's in this venue)

Catering Policies and Procedures

Staffing by attendant for receptions, buffets, and dinner with cost per person and minimum hours

Menu for all service types including, but not limited to, continental breakfast, breakfasts, breaks for various day parts, lunches, dinners, cocktail parties, receptions and other events. Include both buffets and seated service meals for all three-day parts

Staff Training Plan

## Room Service to the Guest Rooms

A marketing plan to work with the University Place in marketing the entire facility with food as a component

Alcohol Beverage Policies.

### **3.11 COMMUNICATIONS PLAN**

Please submit a communications plan that, at a minimum, details the following:

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

### **3.12 STAFFING AND PERSONNEL**

- 3.12.1 Pro forma staffing charts for all operations including position titles, times scheduled to work, and wage rates. Provide a summary of FTE's scheduled per week by location. All student worker opportunities should be identified as such. Please include:

Brief job profiles and descriptions

An outline of the Employee Training Manual

Basic Employee Policies and Procedures

Resumes for proposed site general manager for this account and include resumes for the District or Area Manager and any other local area/regional managers with responsibility or support functions with this account.

- 3.12.2 Benefit packages (health and related insurance coverages, vacations, holidays, sick leave, etc.) and minimum qualifications to receive these benefits. Include any co-pay requirements for both salaried and hourly personnel.

3.12.3 All of Contractor's operations and management of the University's Food Services (including without limitation Contractor's personnel and employee duties or responsibilities) shall be as an independent contractor, and Contractor will not be operating as an agent for the University.

3.12.4 Unless an individual has a no hire clause in his/her contract with the current operator, the University would encourage any potential new Contractor to interview and consider hiring the current food service nonmanagement employees.

### **3.13 NUTRITION PROGRAMS**

Please describe in detail any types of nutrition awareness programs that would be initiated on campus and how these programs will be promoted. Examples of such programs would include programs for those with chronic dietary issues (diabetes, low-cholesterol & low sodium needs, etc), religious diet preferences, and various degrees of vegetarian and vegan diets.

### **3.14 MARKETING PLAN**

Submit a marketing plan that addresses the following:

Marketing the retail and catering services at University Place and other campus locations.

All marketing data (i.e., results of any intercept or web based surveys) collected (during site visits) on campus that support the concepts your firm is presenting with this proposal.

### **3.15 SUSTAINABILITY**

Please submit a proposal to support the University's commitment to promote sustainability in the dining operations at Portland State University. Please be specific in the actions that will be taken, time lines, and how success will be measured. Specifically, please answer the following in your proposal:

1. Specifically state how your company addresses sustainability issues in food service for maximum environmental, social, and economic impact.
2. What is your corporate policy regarding organic and locally sourced foods?
3. What percentage of your current buying for clients in the local area is from local food sources (local to be defined as products grown and processed in the Northwest with an emphasis on sources within 150

miles of the campus? The Northwest includes Washington, Oregon, Idaho, and Northern California.

4. What level (percentage of cost of sales) of fruits and vegetables will you commit to sourcing locally for PSU?
5. What level (percentage of cost of sales) of beef, chicken, fish, eggs, and dairy will you commit to sourcing locally for PSU?
6. Please state what level (percentage of cost of sales) of organics you will commit to providing PSU.
7. Please name 10 of your favorite local producers.
8. Please submit sample spring, summer, fall, and winter seasonal menus that will incorporate locally sourced foods.
9. How will you help PSU minimize waste and maximize the diversion?
10. What type of container or materials will be used for serving the various types of food products?

### **3.16 SAFETY, SANITATION AND SECURITY**

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

### **3.17 BRANDED PRODUCTS**

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

### **3.18 QUALITY ASSURANCE**

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

- 3.18.1 Sample inspection/quality audit forms used internally and as part of any district/regional visitations.

3.18.2 Follow-up procedures for customer complaints.

3.18.3 A plan for ongoing as well as periodic customer service monitoring.

3.18.4 Forecasting, merchandising, production, and quality control techniques such as taste testing, temperature testing, sample recipes, utilization of leftovers, and identification and deletion of unpopular items and so forth.

3.18.5 Describe the training and supervision process that will be implemented and sustained to assure the University that proper food handling, holding, transport, and service standards are in place and consistently utilized.

### **3.19 EQUIPMENT MAINTENANCE**

Please submit a plan to assure the University that all food service employees will receive initial and ongoing training in the proper use and cleaning of all University owned capital equipment and mechanical systems.

### **3.20 EXCEPTIONS TO THE RFP**

**Include any exceptions to the Agreement terms and conditions presented as part of this RFP.** The University reserves the right to negotiate and/or reject any proposed exceptions. Failure to note exceptions will be considered as an initial agreement with the stated terms and conditions.

### **3.21 FINANCIAL PROPOSAL**

It is mandatory that each proposer include a financial proposal with terms and conditions for Smith Memorial Student Union retail/catering dining operations, the new dining commons/catering at the Ondine, the Meetro, and retail/catering at the University Place. The proposal should include any terms and conditions associated with any proposed capital investment the contractor is willing to make. Additionally, the proposer can submit a non-mandatory proposal to operate SMSU, Meetro, Ondine Dining Hall as one proposal, and the University Place as the second proposal.

### **3.22 FOOD FOR THOUGHT**

Please submit a proposal including a commission you would charge to allow students to use a portion of their dining dollars at the campus student run alternative restaurant for vegans and vegetarian known as Food For Thought.

### **3.23 PRO FORMA STATEMENTS**

Please submit a pro forma year one budget for the profit and loss proposal for year one and one for the second year when the new dining commons is in operation. **Please show the calculations for any meal plan revenue (number of each time of plan at semester cost extended.)**

### **3.24 SUBCONTRACTS**

If your company plans to use a subcontractor to fulfill any portion of the responsibilities outlined in the Request for Proposal, please identify it along with its qualifications. Describe in detail the exact role the subcontractor is to play within this agreement. The University reserves the sole right to approve or reject any or all proposed subcontractors.

### **3.25 MINORITY JOINT VENTURES OR PARTNERSHIPS**

Proposers are encouraged to also utilize joint venture partners that are of various ethnic backgrounds. A joint venture or joint cooperation arrangement with qualifying partnership shall result in additional consideration for this contract. Said joint venture or co-partnership shall include individuals or entities which have at least three years of successful experience in commercial food service, catering, customer service, and/or management. Ethnicity shall include those that are African American, Latino, Asian American, Native American, or Pacific Islander. Joint venture or joint cooperation shall remain in effect for the duration of this contract. A copy of said joint venture shall be included at the execution of this contract. It is an ongoing effort by this University to include ethnic minorities in all levels of contracting, employment, subcontracting, and professional services.

### **3.26 OPTIONAL VENUES**

The University is open to proposals to offer service at other campus locations so long as the operation is self-sustaining. Please feel free to propose any additional locations and concepts that your firm believes will provide a self-sustaining service to the students, faculty, and staff of the University. For example, proposers may elect to propose to operate the Meetro Café. Previously operated by College Housing Northwest, this 60 seat (2,000 square feet) casual café currently serves coffee drinks, sandwiches and pastries. It is open from 7AM to 8PM Monday through

Saturday. It is a popular place for students, faculty and staff to meet on campus for a snack or lunch. Gross sales at the Meetro in 2003-3004 were \$220,501.

Any proposals for optional venues including Meetro should include but not be limited to:

- Menu
- Pricing and portions
- Staffing (include a summary total of FTE's in this venue)
- Décor and conceptual image
- Merchandising
- Marketing Plan
- Hours of operation by time of year and day of week.

**SECTION 4.0**  
**GENERAL SPECIFICATIONS**

## **4.1 MANAGEMENT AND PERSONNEL**

- 4.1.1 The Contractor will maintain an adequate staff on duty at the University at all times to ensure a quality dining service operation. In order to maintain a high quality of service, the Contractor will be responsible for providing expert, experienced, and qualified personnel for administration and supervision, menu planning and dietetics, production, purchasing, service, sanitation, marketing, and equipment consulting both on campus and at the Contractor's corporate level.
- 4.1.2 The Contractor will continually provide satisfactory training and development programs for its employees at all levels of the food service operation. Regularly scheduled full-time, part-time, and student employee training meetings will be conducted by the Contractor.
- 4.1.3 The Contractor will have the capability of and be financially responsible for complying with all applicable federal, state, and local laws and regulations regarding the employment, compensation, and payment of personnel. This includes, without limitation, unemployment insurance, worker's compensation, and other taxes, health examinations, permits, and licenses. The Contractor shall act as an independent contractor, and not an agent of the University, in all aspects of any management and operational duties and responsibilities in its delivery of the University's food services.
- 4.1.4 The University will have the right to conduct interviews of proposed candidates for the Contractor's director position and review the Contractor's final recommendation before an appointment is made. The University reserves the right to interview the proposed candidates for site manager. While the University reserves the right to review and comment on such appointments, the Contractor alone will have the right to make such appointments and will be solely responsible for the employment decision. The Director will not be changed unless mutually agreed upon in writing between the University and the Contractor and thirty (30) days advance notice in writing is provided to the University.
- 4.1.5 The Contractor is responsible for the on-campus behavior of all its employees. Contractor's employees will abide by all rules and regulations which govern the University' employees. Infraction of those rules and regulations may result in the University requesting that the individual no longer be employed at the Contractor's University account.
- 4.1.6 The Contractor will compensate student employees in a manner that meets or exceeds the University regulations for student workers. Those regulations are presented in the attachments. The Contractor is encouraged to utilize both foreign students and work-study students in its operations.
- 4.1.7 Contractor staff may obtain a parking permit by coordinating their parking needs with the University's Parking Office. Monthly

payments for parking will be made to the University Parking Office in accordance with the approved rate schedule. Permits allow parking in any of the University's general permit parking lots.

- 4.1.8 As a cost of doing business, Contractor must provide criminal background checks of all employees and full background checks on management staff. A copy of the background check University requires is included in the attachments.

## **4.2 EQUIPMENT - INVENTORY, PROCUREMENT AND REPAIRS**

- 4.2.1 Banquet and conference setup: SMSU students will provide conference set-up (tables and chairs) in SMSU and Hoffman Hall. Contractor will provide set-up in University Place.
- 4.2.2 The University owns all of the equipment. The Contractor will do ongoing cleaning and will use the equipment in accordance with generally accepted industry use. The University will pay for maintenance and replacement of equipment unless any damages to equipment are the direct result of misuse by the Contractor or its employees.
- 4.2.3 The University will provide an initial inventory of expendable and non-expendable supplies and equipment (e.g., china, glassware, flatware, trays, and kitchen utensils). The Contractor, through the life of and termination of this Agreement, shall maintain such minimum or par stock levels at its cost.
- 4.2.4 Prior to the start of the Agreement, the University and the Contractor will jointly inspect the inventory of such equipment. The resultant inventory shall serve as the level referenced in 4.2.3.
- 4.2.5 The University will provide office space at each of the current locations (Smith Memorial Student Union and University Place.) and a new site manager's office at the new dining commons to the Contractor. The Contractor will be responsible for maintenance of such space in good condition and repair. The Contractor at its own expense will provide any additional office furniture not included in the current offices.
- 4.2.6 On termination or expiration of the Agreement, the University will conduct a physical inventory of all non-expendable supplies and capital equipment. At that time, the Contractor will surrender the facilities and non-expendable supplies and equipment to the University in as good condition as at the start of the Agreement, excepting ordinary wear and tear and loss or damage by fire, flood, and other perils covered by extended coverage insurance. The inventory must be equal to the original inventory plus any additional (not replacement) equipment provided during the term of the Agreement.

The un-depreciated value of additional equipment (purchased by the Contractor and listed and agreed to by the University) at the time of a transition would be purchased by the new contractor or the University. Depreciation will be straight-line method over seven years.

- 4.2.7 The Contractor, at its cost, will provide all new cash registers, plus any office machines necessary for the management of the dining service operation including computers (and software), printers, facsimile machines, copy machines, typewriters, calculators, and other similar items.
- 4.2.8 The Contractor will be responsible for proper use and care for the equipment and facilities it is assigned and/or uses in the performance of its daily duties as specified by the equipment manufacturers. The Contractor will be responsible for performing first level (operator) preventive maintenance on all equipment, fixtures, furnishings, and building components.
- 4.2.9 The Contractor will provide, at its own cost, any other equipment not provided by the University that the Contractor deems necessary to implement its unique concepts. Except for trade dressing and other proprietary elements, equipment shall be straight-line depreciated over five years and shall become the property of the University at the end of the depreciation period. Should the contract be terminated prior to the end of the depreciation schedule, a succeeding contractor or the University or the succeeding contractor, will purchase the un-depreciated value of that equipment, excluding any trade dressings or other proprietary elements belonging to the Contractor. The installation of permanent Contractor or vendor owned equipment will require the prior written approval of the University. Where permanent hook-ups involve invasion of University electrical, gas, HVAC, exhaust, waste or water systems, work will be done by University personnel through the University's Facilities Department.
- 4.2.10 The Contractor will be required to utilize the University maintenance staff on a fee for service basis unless the University waives that requirement in writing due to the need for specialized skill and/or time of response. The University will be responsible for repair and maintenance of all University owned equipment (see Attachments). The cost of these repairs will be paid by the University, except where it has been determined by the University that damages are due to its contractor's negligence.

### **4.3 FOOD AND OTHER SUPPLIES**

- 4.3.1 The Contractor will be responsible for all costs (as a part of doing business) for required food, paper, office, janitorial, and chemical supplies for the operation of the dining facilities.
- 4.3.2 The Contractor will be responsible for providing (at its expense) and maintaining an inventory of paper service adequate to meet emergency needs should the dishwashing facilities become inoperative and paper or other disposable service is required.
- 4.3.3 On expiration or termination of the Agreement, inventories of food and expendable supplies of the Contractor will remain those of the Contractor. Final payment to be made to the Contractor by the University (transfer of funds from the fee/board account), if any, will be withheld until all transactions or arrangements for the inventory removal or transfer to succeeding contractor have been completed to the satisfaction of the University.

### **4.4 UTILITIES AND SERVICES**

- 4.4.1 The Contractor will be responsible for paying electricity, gas, steam, water, sewer service, and pest control. and air-conditioning, where applicable, for the food service operations. In addition, any systems compromised by food service operations, i.e., plumbing and minor maintenance repairs, will be paid for by contractor. The estimated amounts include \$16,100.00 per year for SMSU, \$9,500.00 for University Place, and \$14,700.00 for Ondine. This represents just under 6% of building utilities. Utility costs will be evaluated at the end of each contract year and are subject to change annually.
- 4.4.2 The University does not guarantee an uninterrupted supply of water, steam, electricity, gas, heat, or air conditioning. However, the University will make reasonable efforts to effect restorations of the service following an interruption. The University will not be liable for any damages or losses attendant thereto, including without limitation, product loss that may result from the interruption or failure of any such utility services, nor any loss of use or lost profit.
- 4.4.3 The Contractor will assume responsibility for maximum utility/energy conservation. The Contractor will adopt and enforce a policy of turning off or down lights, fans, water, ovens, steam equipment, and other energy consuming items when the Dining Service facilities are not in use or when business volume dictates a reduction in the use of utilities.
- 4.4.4 The Contractor will use the University Telephone System and will pay all monthly long distance phone charges.

## **4.5 SANITATION AND SAFETY**

- 4.5.1 The Contractor will provide daily housekeeping and all major cleaning/janitorial functions along with requisite sanitation services including supplying necessary commercial equipment and supplies for dedicated food service areas. In addition, the Contractor will maintain the dining room throughout the service hours to include wiping down tables, cleaning spills, emptying trash, and keeping the dining rooms neat. Contractor will provide a final clean 45 minutes after serving concludes. The University will clean the dining areas thoroughly at the end of each day and will provide the major quarterly janitorial service for walls, windows and ceilings to include relamping. These facilities will include dining rooms, loading docks, offices, hallways, stairs, and related spaces used by the Contractor.
- 4.5.2 The Contractor will be responsible for the cleaning of all walls, windows and ceilings to include lamp fixtures, and the floors in the kitchen, serving areas, dining areas, convenience stores, refrigerators, freezers, receiving and storage, employee locker rooms, and rest rooms assigned to its exclusive use.
- 4.5.3 The Contractor will use non-toxic, biodegradable (earth friendly) cleaning products that do not threaten employee health and do not negatively impact the environment. The University has a list of materials that meet its standards.
- 4.5.4 The Contractor will ensure that all employees are trained in the highest standards of sanitation and safety and supervised in a "clean as you go" policy that will result in a clean and orderly facility at all times. Preferably all employees will be ServSafe trained and at least one management staff will be a certified ServSafe trainer.
- 4.5.5 The Contractor will develop, implement, and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide protective maintenance against unnecessary deterioration and provide a clean, neat, and sanitary appearance. Upon review and approval by the University, schedules will be posted and implemented within 30 days of the beginning of the Agreement.
- 4.5.6 The Contractor will be responsible for routine cleaning of the hood exterior and interior surfaces and filters. The University will retain responsibility for all maintenance functions for the hood and fire extinguisher system.
- 4.5.7 When the Dining Service areas are closed for University holidays, these areas will be left in a clean and ready-for-inspection condition.
- 4.5.8 The Contractor will be responsible for providing, cleaning, and maintaining an adequate inventory of table linens, employee uniforms, aprons, towels, and other related dining service linens.

- 4.5.9 The Contractor will be responsible for providing food handler certificates and/or medical examinations as required by law and will make such records available for review upon University request.
- 4.5.10 Employees will be in uniform and wear a visible nametag identification at all times while on duty. Management will be appropriately dressed (but not necessarily in uniform) and wear nametag identification. The Contractor's employees will be neat and tidy in appearance and will follow established hygiene legal mandates and food service industry best practices in the handling of food.
- 4.5.11 The Contractor will not allow employees to work with known illnesses (which are 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 the University.
- 4.5.12 The Contractor will be responsible for all costs and maintenance of insect and pest control in all assigned areas for production, service, and storage.
- 4.5.13 The Contractor will comply with both present and future recycling and composting programs as adopted by the University. The Contractor is expected to recycle or donate excess food, packaging, and other items as they comply with University policies and meet state and local sanitation and safety regulations. The Contractor shall continue current efforts of donating pre-consumer prepared foods to local shelters The University has provided bins for recyclables. It will be the Contractor's responsibility to remove such items from its spaces to the proper receptacles at their respective loading dock locations.
- 4.5.14 The Contractor will immediately report fires, unsafe conditions, thefts, and security hazards to the Campus Police and Security Office (CPSO). Any outside support services will be contacted by that office. The Contractor will immediately fix and report to the University any conditions cited in any citations by local, state, or federal agencies or those identified by the University's food service contract administrator..
- 4.5.15 The University reserves the right to periodically conduct an unannounced inspection with or without the Contractor. Consultant inspectors for all state and local authorities and from the University will have complete cooperation from the Contractor. When state and local authorities arrive for inspection, the University will be notified and, whenever practical, will be present for the inspection. The Contractor will transmit a copy of the inspection report to the University within 72 hours of receipt. Within five (5) working days, the Contractor will provide the University with a written report of corrective action. In the event that corrective action is a joint responsibility, the Contractor will notify the University of its responsibility in the matter and will work with the University in the implementation of such action.

- 4.5.16 The University will furnish and maintain fire extinguisher equipment and supplies. The Contractor will notify the University immediately after any fire extinguisher use or discharge.
- 4.5.17 The University will provide for the removal of trash and garbage. The Contractor will cooperate with the University in minimizing disposal costs. Storage of refuse, recycling, and trash should be in appropriate clean containers and in unobtrusive areas of the facility, not in the production or dining areas.

#### **4.6 SPACE USE**

- 4.6.1 The University retains the right, without unreasonably interfering with normal food service, to use the dining areas for a variety of activities that may or may not be food service related. The University will notify the Contractor prior to such usage. The University will perform appropriate setup and cleanup with no cost charged to the Contractor. Facilities will be restored to conditions mutually satisfactory to the Contractor and the University at the conclusion of the non-food service use.
- 4.6.2 When the Contractor uses areas which are not assigned to it pursuant to this Agreement or which are not primarily intended for dining service, e.g., meeting rooms and lounges for such purposes (cater meals, receptions, etc.), the Contractor will perform the appropriate setup and cleanup for that area. Facilities will be restored to conditions satisfactory to the University before the next scheduled use of the area. This includes maintenance and sanitation of the area, furniture rearrangement, and equipment, recycling, and trash removal.

#### **4.7 SECURITY**

- 4.7.1 The University will provide general security to the campus locations occupied by the Contractor. It is agreed that the campus locations assigned to the Contractor are for use solely to fulfill the Contractor's duties and that the Contractor will, at all times, keep University facilities secured. In the event the Contractor is required to share premises, e.g., when a cafeteria dining room is used for programming, the University will return the Dining Room to its standard of security during those times when the Contractor's portion of the facility is closed. The Contractor will be responsible for any loss or damage resulting from the Contractor's failure to provide adequate security under these circumstances.
- 4.7.2 The Contractor will be responsible for accounting for the location of any keys or locking devices provided to the Contractor at the onset of the Agreement. The Contractor will be responsible for the cost of replacement of lost keys. If the University determines that keys lost by the Contractor or its employees could compromise campus security, the Contractor will be responsible for paying all costs associated with re-keying designated locations. Prior to the commencement of the Agreement, or at any time during the Agreement term, the Contractor may request the University to re-key the facilities with the Contractor paying any costs of such re-keying.

4.7.3 The Contractor will be responsible for immediately reporting to the Campus Public Safety Office any break-ins or unauthorized entries into the food service areas and all property losses associated therewith. The Contractor will be responsible for reporting to the University all accidents involving its staff or customers and all disputes or behavioral incidents involving staff, students or patrons that occur in or around the premises. The University will not be responsible for the criminal acts of third parties.

## **4.8 MARKETING**

4.8.1 Within any applicable tax codes, the Contractor will partner and cooperate with the University to regularly develop and implement advertising and promotional efforts to increase the visibility and image of the University Dining program to the faculty, staff, and students. The University will reasonably cooperate with the Contractor in promoting and merchandising services and products to attract more customers and to more fully utilize the dining services.

4.8.2 The Contractor will be responsible for all costs associated with advertising and promotional efforts through printed or other media vehicles. At a minimum, the Contractor will disseminate to student, faculty, and staff information brochures, catering menus, and other communications as shall be mutually agreed upon.

4.8.3 All advertising and promotional efforts will be coordinated through and reviewed by the University prior to publication and distribution and will be limited to campus media intended for students, staff, guests, and faculty of the University.

## **4.9 CUSTOMER MONITORING**

The Contractor will cooperate with the University in monitoring customer satisfaction for value received through an objective evaluation system involving customer representation from a cross section of the University community, including University guests. All satisfaction survey instruments used must be approved by the University prior to distribution.

## **4.10 FOOD SERVICE ADVISORY COMMITTEE**

A food service advisory committee will be established for the University and will include representatives of both contract board (mandatory and voluntary buy-in) and retail operations customers. The Contractor will meet on a quarterly basis with Food Service Advisory Committee members to discuss a variety of issues including, but not limited to, menus, pricing and portions, menu specials, premium and festive meals, preparation and service standards and practices, hours, trends, and news of the food service industry. The Contractor will work with Auxiliary Services to select students per current university practices.

## **4.11 NUTRITION AWARENESS**

4.11.1 A nutrition awareness program planned and executed under the leadership of the Contractor shall be provided as a self-education

tool and shall be designed to communicate in a positive, upbeat style through a variety of informational formats the need for a commitment to lifelong maintenance of good health through correct eating habits and physical activity. The program shall meet the following minimum requirements:

*Provision of nutritional analysis, by portion, of each menu item to indicate amounts of calories, fat (animal fat must be clearly identified), sodium, sugar, carbohydrates, etc. This information must be posted by the serving area for each of the food items. Availability of recipe files for customer review of nutrition information is a requirement.*

- 4.11.2 To accommodate the food service customers' preferences, the Contractor's on-site management should have the ability to alter recipes for reduction of certain ingredients especially salt, fat, and sugar, or corporate headquarters should provide recipes for such alterations. All condiments shall be available, however, for students who prefer hot and spicy, sweet, salty, or other flavor enhancers.

## **4.12 MENU**

- 4.12.1 Menu selections shall be planned to enable the University community clientele to meet appropriate recommended dietary allowances set by the Food and Nutrition Board of the National Research Council. In addition to popularity and cost factors, menus shall be planned to be appealing to sight, taste and smell and shall take into consideration contrasts in color, shape, texture, and flavor of foods.
- 4.12.2 Weekly board and retail menus shall be designed to be attractive and posted in prominent places in the dining areas and other locations agreed upon with the University. Daily menus shall be posted in prominent locations of the dining areas and substitution of menu items shall be noted. Menus shall be available at least 72 hours before they go into effect in both print and electronic mediums. Contractors may propose other forms of menu distribution.

## **4.13 PURCHASING STANDARDS**

- 4.13.1 Food purchased by the Contractor for use at the University shall meet or exceed the purchasing specifications for each item listed below. Minimum food specifications are as follows:

Beef and Veal - USDA Choice, except for meat used in extended dishes that may be USDA Standard

Pork and Lamb - USDA Grade A (#1)

Poultry - USDA Grade A

Seafood - USDA Grade A

Eggs - USDA Grade A (Large or Medium)

Dairy Products - USDA Grade A

Frozen Foods - USDA Grade A Fancy

Fresh Produce - USDA #1 Quality

Canned Foods - USDA Grade "A" Fancy, except Choice may be used for cooking purposes; fruits should be packed in light syrups.

Cheeses such as Cheddar, Swiss, and Monterey Jack shall be all natural, non-processed, when served as a prime ingredient in an entree, a sandwich ingredient, and sandwich spreads. American Process Cheese may also be served as an alternative sandwich ingredient. In addition, processed cheese may be used in some cooking or as a less expensive alternative for some non-entree foods.

Ground Beef - USDA Standard or better, ground beef and beef patties shall be 100% all beef, and fat content shall not exceed 20%.

Veal and Pork steaks shall be solid meat portions - unbreaded and not preformed from chopped or ground meat.

Frankfurters/Hot Dogs - maximum eight per pound, all meat, no filler. Turkey franks may be used as an alternate to satisfy certain health and ethnic diet requirements.

Processed lunch meats such as bologna and salami shall be a quality "all meat" or a turkey product.

Whole meat as defined for the dinner meal will include roasts, chops, chicken, etc. Fish will be an appropriate substitute for the whole meat requirement one (1) night per week. This is not intended to restrict more frequent selections of fish. Chopped formed patties, frequently called steaks, will not satisfy the whole meat requirement

4.13.2 All meat shall be cut to USDA I.M.P specifications. All meat cuts shall be in accordance with USDA I.M.P. specifications. The items/portions listed later in this section are intended as minimum standards only, and the Contractor is encouraged to exceed these minimum standards wherever possible. All other foodstuffs not included in the above specifications shall be of comparable quality.

4.13.3 Purchase of food, supplies, and equipment shall meet requirements of the United States Department of Agriculture (USDA), Food and Drug Administrations (FDA), and National Sanitation Foundation (NSF). In the absence of grade labeling, the Contractor shall provide the University, 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 be prepared to assure the University that all of its food and supply vendors meet, if not exceed, all regulatory body laws and standards.

- 4.13.4 The Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storing, and inventorying of all foods and direct supplies.
- 4.13.5 The University reserves the right to periodically inspect the Contractor's inventory of food and supplies or review invoices to ensure that purchase standards are maintained.

#### **4.14 PREPARATION STANDARDS**

- 4.14.1 The general policy shall be to limit the number of fully pre-prepared food items and to do on the premises preparation of food items and batch cooking as close to time of service as possible. Cook-to-order and progressive cooking should be the normal method of operation, staggering the preparation of food whenever possible so that nutritional value, temperature, and overall quality can be maintained during serving hours.
- 4.14.2 Recipes standardized for quality, yield, cooking procedures, serving containers and utensils, and portion size shall be used in all production units.
- 4.14.3 Leftover foods shall be kept to a minimum, refrigerated as necessary in shallow pans after each meal, properly covered, and used promptly. All leftovers that require refrigeration shall be properly chilled and stored in one location labeled and dated and served within 24 hours as an extra selection. Leftovers containing items previously frozen cannot be frozen.
- 4.14.4 Vegetable shortening rather than animal shortening must be used for food prepared on site. The Contractor is strongly encouraged to purchase food prepared with vegetable shortening. If this is not possible, then the food served must be clearly labeled as containing animal fat.

#### **4.15 SERVICE STANDARDS**

- 4.15.1 Hot foods are to be served hot (above 145 degrees Fahrenheit) and cold foods are to be served cold (below 40 degrees Fahrenheit).
- 4.15.2 All food shall be garnished for attractive presentation.
- 4.15.3 Any food appearing discolored, unappealing, or not in a proper state of freshness shall not be served.
- 4.15.4 When applicable (camps, conferences, weekend brunches, etc.) any all-you-care-to-eat operations serving stations and bars are to be kept well stocked throughout each serving period. The last customer is to be offered the same range of choice as the first customer. All food items other than desserts will remain at their respective stations for a minimum of 15 minutes after the posted closing time. Desserts must remain available for a minimum of 30 minutes after the posted closing time.

- 4.15.5 Food items at the servicing stations and salad bars shall be readily identifiable with attractive and individual labels.
- 4.15.6 Appropriate wrappings for grab and go foods shall be used as needed. Wrapping shall be both attractive and serviceable, and, if possible, recyclable.
- 4.15.7 Display and serving areas shall be kept clean, sanitary, orderly, and attractive at all times. Any spillage or soiled spots shall be removed promptly from counters, steam table pans, general serving and dining areas, and floors. Partially used and broken items shall be promptly removed from the serving area.

#### **4.16 EXAM WEEKS**

In addition to the specified special meals, the Contractor is encouraged to provide a variety of "treats" or late night meals that are designed to be educational and social and add a surprise element to the program.

#### **4.17 SPECIAL DIETS**

The Contractor shall provide special diets for students when approved in writing by the designated University representative and food service contract administrator. The Contractor's corporate dietitian shall assist the resident Director in providing the diets as approved. The cost of the diet shall not exceed the contract cost based on the daily rate.

#### **4.18 HOURS**

- 4.18.1 Once established, hours of operation may not be changed without the express written permission of the food service contract administrator.
- 4.18.2 During academic recesses and holiday periods, the hours of operation may be adjusted or suspended if approved by the food service contract administrator.

## **4.19 CATERING SPECIFICATIONS/TERMS**

4.19.1 The Contractor shall provide a catering program for University-approved functions at the Smith Memorial Student Union and the New Ondine Dining Commons such as receptions, banquets, private parties, refreshment service, carryout service, and other special events. The second floor at the Ondine will be available for both summer conferences and catering exclusive to this contract. There is to be a separate catering program for University Place to meet the unique needs of the summer for low budget student conference and classes. It is anticipated that the attendees would primarily use the dining commons but would also have some need for catering. The catering programs should reflect the diverse needs of students, faculty, staff and administrators in the respective service menus. Existing policies that determine the scope of the University-sponsored functions shall determine the catered events included in the terms of the Agreement.

4.19.2 Catered service procedures, operational requirements, and menus shall provide four levels of service for catering:

Fine dining

Standard table linen, china, and flatware

Paper and disposable

Pick-up/carry out (“no frills”)

A complete catering guide to menus, prices, portions servings, catering policies, minimums, additional charges, etc. shall be submitted to the appropriate University departments for their review and comment prior to the start of the Agreement.

4.19.3 The Contractor shall honor the specific commitments of menus, prices, and other arrangements made by the incumbent Contractor, and known by the University, for catering service prior to beginning a new Agreement.

4.19.4 The Contractor shall meet at least quarterly with the University to evaluate the catering program and, as necessary, make revisions to improve overall service.

4.19.5 The Contractor shall be responsible for obtaining a purchase order number for every University event prior to serving that event. Failure to obtain the purchase order number negates any time requirements on the University for payment until that purchase order number is obtained and the bill is resubmitted bearing that number.

4.19.6 The University shall be billed directly and shall be responsible for the collection of amounts due from all University-sponsored functions. The Contractor shall prepare and submit all invoices to the University for individuals or groups served by the Contractor at University-sponsored functions. The invoice shall provide for

payment directly from the University. The University will pay the Contractor within forty-five (45) days of the receipt of the invoice.

- 4.19.7 Catering provided to non-University groups which come to the campus for meetings, conferences, and events, will be billed by the Contractor, and collection for such events is the sole responsibility of the Contractor unless some other authorized campus entity is acting as the organizing/sponsoring representative for that group.
- 4.19.8 Copies of the catering guides for SMC and for University Place shall be printed in sufficient number and distributed by July 1 each year. The Contractor shall be responsible for cost, production, and distribution.
- 4.19.9 The University shall control the space commitment and scheduling of authorized University catered events. The Contractor shall consult on and coordinate the menu and details of services required and advise on effective program arrangements with the individual or department requesting catering service.
- 4.19.10 The Contractor shall provide a sufficient number of qualified and trained staff to service the events, take and process catering orders, respond to inquiries, and handle all aspects of a quality catering program.
- 4.19.11 The Contractor shall identify two staff members, who have been trained for this type of service, as catering managers for the SMSU and University Place who will be responsible for all aspects of catered events. Other duties should not conflict with these responsibilities.
- 4.19.12 To preserve community relations with the community outside the University, the Contractor cannot directly solicit non-University related catering off-campus. However, the Contractor is encouraged to accept all such non-University related business that is requested by outside groups. The University reserves the right to approve all such business.
- 4.19.13 The Contractor shall be responsible for control of admissions and collection of tickets for catered events where required by the event sponsor or host.
- 4.19.14 The Contractor shall establish and maintain a regular process for evaluating catering event food and service quality.
- 4.19.15 The Contractor shall establish a procedure whereby all catering orders (to include, but not limited to, not-to-exceed per-person and total price, permissible substitutions, service and room/table set-up requirements, special orders, etc.) are approved no less than 48 hours in advance. The time by which the event service-ware and room cleaning process will be completed must be specified.

4.19.16 Liquor sales at catering events will be handled by the Contractor on a hosted basis within the guidelines of the Oregon Liquor Control Commission. A copy of the University Alcohol Policy is presented in the attachments.

4.19.17 The Contractor should assume full responsibility for requesting the set-up and breakdown of any tables by Smith Memorial Student Union staff or University Place staff for catering events. The University will be responsible for janitorial or audiovisual requirements and other non-food service related aspects of group function.

4.19.18 The Contractor shall provide recycling receptacles as appropriate at catering events.

#### **4.20 SUMMER BOARD AND CONFERENCE REQUIREMENTS**

The University will implement a summer board and/or summer conferencing contract program if residential occupancy warrants such a service or if the summer conference schedule is consistent enough to provide a regular service.

Annually, upon request, the Contractor shall provide proposed rates for summer camps/conferences to the University by September 15th for the ensuing year. If requested by the University, periodic meetings shall be held throughout the year to determine the pricing format, services desired, conference schedules, numbers, dates, desired feeding locations, and any other pertinent information.

Menus may be varied to suit the clientele (such as youth or high school athletic camps and adult groups), but the meals shall be provided with services, food preparations, and presentation at a level of quality at least equal to that of the regular academic year.

#### **RETAIL OPERATIONS SPECIFICATIONS/TERMS**

##### **4.21 RETAIL DINING OPERATIONS**

The Contractor shall provide meal, snack, beverage, and other services for students, faculty, staff, and guests at the University. Such retail operations will include, but not be limited to, the food court, deli location, and coffee operation at Smith Memorial Student Union.

##### **4.22 PRICES AND PORTIONS**

Prior to commencement of the Agreement, the University shall approve in writing the proposed retail menu including item, portion and price, and the serving schedules. These prices and schedules shall serve as a guide for any other items not specifically included in the initial proposal.

#### **4.23 RETAIL MENUS**

Attention shall be given to the offering of menu selections that accommodate a diverse campus clientele and customer nutritional concerns. There must be a balance of fast food and the more traditional fare such as salads, soups and deli sandwiches, and hot entrees.

#### **4.24 RETAIL HOURS**

The Contractor shall submit as part of the proposal the hours of operation it intends to use for each retail operation (see Section 3.0). Current hours of service may be used as a guide for the first year although the University is interested in providing better service to its resident students and is open to any proposed hours that accomplish this goal. Prior to the commencement of the Agreement, the University will approve in writing the Contractor's proposed hours of service. Such hours must be maintained for four months prior to Contractor making a request to revise the hours of operation or as otherwise approved by the University.

**SECTION 5.0**

**FINANCIAL SPECIFICATIONS/TERMS**

## 5.1 PRICE INCREASES

5.1.1 After the first year of the Agreement, requests for meal plan price adjustments for the ensuing year will be considered by the University no later than January 15 for the contract board (mandatory buy-in) program and May 15 for retail and catering operations. Increases in retail venues may only go into effect between July 1 and July 30th.

5.1.2 Request for increases in the per term declining balance program minimum buy in will be based upon:

Increases in the U.S. Department of Labor Regional Statistics for labor cost increase in similar job categories.

The U.S.D.A. Regional Wholesale Food Price Index (as issued quarterly) and the U.S.D.A. Food Index Forecast should be used to justify the increase in food cost.

U.S. Department of Labor Regional Statistics for labor cost increase in similar job categories should be used to justify the increase in labor costs. In addition, increases in tax rates affecting labor cost should be applied.

Changes in menu, points-of-service, additions, or levels of service provided.

Verification/substantiation of any other cost factors through submission of supplier invoices over the previous six-month span.

5.1.3 The University reserves the right to approve or reject requested price increases. However, with adequate evidence based upon the above criteria, the University will not unreasonably deny price increases.

5.1.4 Retail and catering prices will be competitive with comparable menu items served by local commercial food operators and by other educational institutions. Requests for price increases will be permitted once a year between summer and fall terms. By January 15th of each year, any proposed price change requests and documentation of the need for each price change (including increased food and labor costs and comparisons to similar university accounts) will be submitted to the University for its review and approval.

Increases for similar portions/products in similar food operations in the Downtown Portland area (a price survey) will be required.

Increases in the U.S.D.A. Regional Wholesale Food Price Index (as issued quarterly) and the U.S.D.A. Food Index Forecast.

Increases in the U. S. Department of Labor Regional Statistics for labor cost increases in similar job categories and actual increases given to employees.

5.1.5 Notwithstanding Sections 5.1.2 and 5.1.3, the University may approve a temporary price increase due to unexpected, significant increases in wholesale cost of a food item until such times as prices for a given item(s) stabilize. For example, a freeze in South America results in destruction of a major portion of the coffee crop. With its temporary price increase request, Contractor will submit documentation as to the impact on the wholesale price of the food item.

## **5.2 TAXES**

All posted prices will not include applicable sales tax. Contractor will be responsible for collecting and remitting to the taxing authorities the appropriate amount of sales taxes it collects in accordance with applicable state and local laws and regulations. Contractor will hold harmless and indemnify the University from and against all claims or demands arising out of Contractor's failure or refusal to collect and remit taxes applicable to its activities as Food Service Operator.

## **5.3 CONTROL SYSTEMS**

The Contractor will exercise maximum-security control over all cash, charge, and sales transactions. The University will not be responsible for theft or loss of the Contractor's cash or property or criminal acts of third parties.

## **5.4 CHECKS, CREDIT CARDS, & DEBIT CARDS**

The Contractor may, at its sole discretion, accept checks, credit cards, and debit cards for the amount of purchase. Any of these that the Contractor deems prudent to offer in the dining operations will be the sole responsibility of the Contractor, including any returned checks.

## **5.5 AUDITING AND ACCOUNTING**

5.5.1 The Contractor will operate on its own credit, with no advance payments from the University.

5.5.2 All records must be retained by the Contractor and accessible to the University for a minimum of three (3) previous years plus the current contract year. The University reserves the right to audit any aspect of the food service contract, as performed by the Contractor. The Contractor will keep full, timely, and accurate records in accordance with generally accepted accounting practices.

5.5.3 The books, records, documents, and accounting procedures and practices of the Contractor relevant to this Agreement will be subject to examination by the University. If necessary, they will be made available at the Contractor's University Office. Thus, the Contractor will:

Provide the University and/or its auditors reasonable facilities for the examination, copying, and audit of the books and records.

Make such returns and reports as required.

Attend and answer under oath all lawful inquiries.

Produce and exhibit such books and records as may be desired to be inspected to include original purveyor purchase invoices and billings as well as locally, regionally, or nationally executed purchase agreements with food processors, manufacturers, and distributors.

In all things cooperate with the University and/or its auditors in the performance of its duties.

5.5.4 The University will be informed on demand by the Contractor of the schedule of independent audits of the Contractor's records and operations. The University will receive a report of any findings that materially affect the University.

5.5.5 The University is on a monthly business cycle with a fiscal year of July 1 through June 30.

5.5.6 The Contractor will furnish the University with all requested daily/weekly reports to verify all customer counts, meal counts, cash sales, card sales, and other pertinent information so requested.

5.5.7 The Contractor will provide the University with remitted funds and a complete set of monthly financial statements no later than the 15th day following the last day of each monthly accounting period

5.5.8 Monthly financial statements will be presented by point-of-sale in a format acceptable to the University. The statements by point of sale will show budgeted and actual sales and/or operating results for the current period, previous period, and year-to-date. Cash register tapes by day and by register will be provided to the University upon request as part of the monthly financial statements. Causes and appropriate documentation of abnormal revenue and expense deviations will be noted by the Contractor as part of these statements.

5.5.9 All other monthly financial and operational reports and supporting data will also be prepared in accordance with or close to the format recommended in the Uniform Systems of Accounts for Restaurants 1995 Edition. These reports will include, at a minimum, the following:

Contract Board (Conferences and Camps)

Number of students participating per meal, per contract type

Number of non-contract customers per meal

Retail/Branded & C-Store Concepts:

A summary of gross sales and sales tax

Customer counts by meal period (breakfast, morning break, lunch, afternoon break, and evening)

Average check (sales divided by customer count)

Per capita sales (sales divided by the total number of students and staff on campus)

Sales mix (sales breakdown by breakfast items, snacks, entrees, sandwiches, grill items, beverages, and desserts)

Cash versus debit card sales

Catering

Sales

Number and type of events

Estimated number of customers per event

5.5.10 Each operating statement by type of service and location and on a composite basis will present revenue and expense accounts for the period being reported and fiscal year-to-date, with percentage rates given for each item and period

5.5.11 In addition to the above, the Contractor will provide such special reports and analysis covering its operations under the Agreement as may be requested by the University.

5.5.12 Upon request of the University, the Contractor will meet with the University and review each operating statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this Agreement. Operating statement adjustments required as a result of review and/or audit will be identified and reflected in the next monthly statement.

5.5.13 When the Contractor uses a campus meeting room for its own purposes, the contractor will be charged for the use of that room at the same rates University charges other non-University users.

## 5.6 FINANCIAL RETURN

- 5.6.1 Each month the Contractor shall pay to the University a prorated amount based upon an annual guarantee of percentage of gross sales (non-board plan) for the months against an annual guaranteed minimum return. "Annual" means on a contract year anniversary date basis.
- 5.6.2 In addition to the amount referenced in 5.6.1 above, each month the Contractor shall pay to the University a prorated (1/12<sup>th</sup> monthly) share of a fixed annual amount for utilities (heating and cooling, gas, electricity, water, and garbage) and janitorial cost for the food service areas as defined in this RFP. This amount can be changed by the University as annual costs change.

## 5.7 INSURANCE REQUIREMENTS

The Contractor shall maintain insurance as set forth below. The limits required may be achieved through a combination of umbrella and primary policies. The Umbrella policy must be written on a "follow form" basis. Insurance must be written by a licensed commercial carrier with an A.M. Best rating of A- or better.

- 5.7.1 Workers' Compensation and Employers Liability Insurance- Contractor shall maintain workers' compensation coverage as required by state law covering all of its employees employed in connection with the Food Service operations and employer's liability insurance of not less than Five Million Dollars \$5,000,000.
- 5.7.2 Commercial General Liability Insurance- Contractor shall maintain during the term of the Agreement, Commercial General Liability Insurance with a Combined Single Limit of not less than Five Million Dollars (\$5,000,000) for each occurrence and \$5,000,000 in the aggregate on a per location basis, including, but not limited to, Bodily Injury, Property Damage, Personal Injury Liability, Blanket Contractual Liability and Products Liability and shall provide PSU with a certificate evidencing such policies. The insurance certificate shall represent that the policies shall not be canceled, non-renewed, or materially changed without thirty (30) days' prior written notice to the University. University, its directors, trustees, officers, employees, agents and representatives shall be named as an additional insured under Contractor's policies of insurance.
- 5.7.3 Property Insurance- UNIVERSITYUNIVERSITY shall maintain a system of coverage (either through purchased insurance, self insurance, or a combination thereof) to keep University's buildings, including the Premises, and all property owned by the University insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.

Contractor shall maintain fire and extended coverage insurance on any and all property owned by the Contractor. Such insurance policy shall name University as an additional insured and loss payee with respects to University's ownership interest in any property purchased by the Contractor for use on University's premises or otherwise under the terms of this Agreement.

5.7.4 Liability for Non-Contractor Approved Vendors-

UNIVERSITYUNIVERSITY understands that Contractor will enter into agreements with many vendors and suppliers of products which (i) give Contractor the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products purchased by Contractor for or on behalf of University. University may, however, direct Contractor to purchase products from non-Contractor approved vendors. In such instances, for the mutual protection of University and Contractor, University will require each such vendor to obtain from a reputable insurance company acceptable to University and Contractor liability insurance (including products liability coverage) and contractual liability insurance in the amount of not less than Five Million Dollars (\$5,000,000) for each occurrence naming University, its trustees, directors, officers, employees, agents and representatives, and Contractor as additional insured. The insurance shall not exclude the negligence of University or Contractor. A certificate evidencing such insurance shall be provided to University and Contractor. University shall also require each such vendor to sign an indemnity certificate (acceptable to University and Contractor) in which such vendor shall agree to indemnify, and hold harmless University and Contractor from and against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses, and attorneys' fees that may arise as a result of using such vendor's product. University shall not require Contractor to use products from non-Contractor approved vendors until such insurance certificates and indemnity certificate has been provided.

## **6.0 Contract Language**

6.0 Following award, University and the selected Contractor will enter into an

operating service contract. The Agreement will contain, but not necessarily be limited to, the following provisions.

- 6.1 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 Agreement. The Oregon Department of Higher Education, the University, the Oregon Secretary of State, federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for three years from the date of Agreement expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of this Agreement and for any commitments or expenditures in excess of amounts authorized by University.
- 6.2 Assignment: Contractor shall not assign or transfer its interest nor delegate its obligation in this Agreement without the express written consent of the University.
- 6.3 Captions: The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.
- 6.4 Compliance with Applicable Law The Contractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Agreement. The Contractor specifically agrees that the provisions of ORS 279.312, 279.314, 279.316, and 279.320 shall govern performance of this Agreement. The CONTRACTOR agrees to comply with all federal and state laws prohibiting discrimination on the basis of race, sex, national origin, religion, age, or handicap. Failure or neglect on the part of the CONTRACTOR to comply with any or all such laws, ordinances, rules, and regulations shall not relieve the Contractor of these obligations nor of the requirements of this Agreement.

- 6.5 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.
- 6.6 Execution and Counterparts: This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- 6.7 Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any litigation between the University and the Contractor arising out of or in any way related of the Agreement shall be commenced and maintained only in the Circuit Court for Marion County, Oregon; provided, however, if litigation must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon
- 6.8 Hazard Communication: Contractor shall notify the 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 the University's request, CONTRACTOR shall immediately provide Materials Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.
- 6.9 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 Agreement, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, indemnify, and hold harmless the State of Oregon, the State Board of Higher Education, the University, and 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 Agreement.
- 6.10 Independent Contractor Status: The services to be rendered under this Agreement are those of an independent contractor. Contractor is not to be considered an agent or employee of the University for any purpose and neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits that the University

provides for 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 Agreement.

- 6.11 Insurance, Workers' Compensation: The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. The Contractor shall require proof of such workers' compensation by receiving and keeping on file a certificate of insurance from each subcontractor or anyone else directly employed by either the Contractor or subcontractor.
- 6.12 Notices and Representatives: All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as identified in the final Agreement, unless otherwise designated in writing. Copies of such correspondence shall also be sent to all other Agreement signatories.
- 6.13 Severability: If any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid.
- 6.14 Subcontracts: Contractor shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from the University.
- 6.15 Successors in Interest: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.
- 6.16 Tax Compliance Certification: The Contractor affirms by the signature of its duly authorized representative, under penalty of perjury, as provided in ORS 305.385(6), that to the best of the Contractor's knowledge, the Contractor is not in violation of any Oregon tax laws described in ORS 305.380(4), and ORS Chapters 118, 119, 314, 316, 317, 318, 320, 321, and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981 as amended by Chapter 16, Oregon Laws 1982 (special session); ORS 310.690; and any local tax laws administered by the Oregon Department of revenue under ORS 305.620.
- 6.17 Termination Due to Nonappropriation of Funds: If sufficient funds are not provided in future legislatively approved budgets of the

University (or from applicable Federal, state, or other sources) to permit the University in the exercise of its reasonable administrative discretion to continue this Agreement, or if the University or the program for which this Agreement was executed is abolished, the University may terminate this Agreement 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 Agreement, the University may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

- 6.18 Waiver: The failure of the University to enforce any provision of this Agreement shall not constitute a waiver by the University of that or any other provision.
- 6.19 MERGER: THIS AGREEMENT TOGETHER WITH ALL ATTACHED EXHIBITS, THE RFP AND THE CONTRACTOR'S PROPOSAL, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THEIR SIGNATURES BELOW, ACKNOWLEDGE HAVING READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.
- 6.20 Recyclable Products. Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the work set forth in this Agreement. Further, the undersigned duly authorized representative of the Contractor, hereby certifies that the products, if any, offered in this proposal contain the following minimum percentages:
- 6.20.1 \_\_\_\_\_% (percentage) of recycled product as defined in ORS 279.545(5): "Recycled Product" means all materials, goods and supplies, not less than 50% of the weight of which consists of secondary and post-consumer waste with not less than 10% of the total weight consisting of post-consumer waste. "Recycled Product" also includes any product that could have been disposed of as solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form.

6.20.2 \_\_\_\_\_% (percentage) of post-consumer waste as defined in ORS 279.545(1): "Post-Consumer Waste" means a finished material that would normally be disposed of as solid waste, having completed its life cycle as a consumer item. "Post-Consumer Waste" does not include manufacturing waste.

6.20.3 \_\_\_\_\_% (percentage) of secondary waste materials as defined in ORS 279.545(6): "Secondary Waste Material" means fragments of products or finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, "Secondary Waste Materials" include fibrous waste generate during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust of other wood residue from a manufacturing process.

6.21 Proposal Signature. I, the undersigned duly authorized representative of the proposer, understand that the proposal must be signed in ink by an authorized representative of the proposer and that any alterations or erasures must be initialed in ink by the person signing the proposal. Further, I acknowledge that I have read and understand all proposal instructions, specifications, terms and conditions and agree on behalf of myself and the proposer to be bound by them.

I, the duly authorized representative of the proposer, certify that the information provided in this proposal is true and accurate. Further, I understand and acknowledge that providing incorrect or incomplete information may be cause for proposal rejection or contract termination.

Name of Proposer: \_\_\_\_\_

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

Name and Title: \_\_\_\_\_

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

Phone/Fax Nos.: \_\_\_\_\_