



## Request for Proposal University Dining Services

*Important Dates:*

EVENT	DATE
Release of this RFP	April 5, 2021
Optional Campus Tour	April 12, 2021 9:00 a.m.
Deadline for questions	April 14, 2021
University Response to Questions	April 16, 2021
<b><i>Proposal Due Date</i></b>	<b><i>April 22, 2021 3:00 pm</i></b>
Finalists Presentations/Tours	Week of April 19-23, 2021 (tentative)
Finalist selected	May 3, 2021
Contract Implementation	August 1, 2021

Submit Electronic Copies to:	
<p><b>Eugene Edwards</b> Associate Dean, Service &amp; Operations Corban University 5000 Deer Park Dr SE Salem, Oregon 97317 <a href="mailto:eedwards@corban.edu">eedwards@corban.edu</a> 503-375-7085</p>	<p><b>Dee Wendler</b> Vice President for Business <a href="mailto:dwendler@corban.edu">dwendler@corban.edu</a></p>

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### Attachments and Pertinent Information:

- A. Historical and Current Meal Plan Information
- B. Summer Services
- C. University Enrollment History
- D. Cost Responsibility Summary
- E. Standard Contract Terms & Conditions

### **Additional Information:**

University Operating Calendar: <https://www.corban.edu/registrar/academic-calendar/>

Campus Video Tour: <https://corban.university-tour.com/location/campus-tour>

Campus Map: [https://media.corban.edu/hydra/media/files/2020/09/07/campus-map\\_2020-update.pdf](https://media.corban.edu/hydra/media/files/2020/09/07/campus-map_2020-update.pdf)

## **I. INTRODUCTION**

### **Overview of Corban University**

Corban is a private Christian university with an 80-year history of educating students who will make a difference in the world for Jesus Christ. Situated on a beautiful forested 220 acre hillside overlooking Oregon's capital city of Salem, Corban is only an hour from Portland, the Cascade Mountains, and the Oregon coast. Academic excellence at the undergraduate, graduate, and doctoral levels, as well as online programs, prepare students for careers as business leaders, educators, medical professionals, politicians, ministry leaders, and more. Expert faculty, a tight-knit community, and opportunities for local and global engagement provide for students' growth both in and beyond the classroom.

Corban welcomes an on-campus student body of approximately 1,200 students largely from the Pacific Northwest, as well as from other states and countries. Students can choose a diverse selection of undergraduate, graduate and doctoral programs, as well as several online degrees. The University has ongoing Global Partnerships as well as an English Language Institute that are also served by Residence Life and Dining.

More information on the University is available at [www.corban.edu](http://www.corban.edu).

### **Residence Life & Dining Services**

Residence Life & Dining provides on-campus residential and dining programs for over 500 students. Students may choose from five residence halls comprising six living communities. Freshman and sophomore students are required to live on campus and purchase a residential meal plan. The University also has 17 two-bedroom townhouses, which are reserved for juniors and seniors.

Corban has one dining center, one coffee shop and a small grab and go market. The dining center is located in a separate building from residence life. Residence Life & Dining employs over 100 students in order to deliver its mission of fostering student learning that results in meaningful growth.

Corban University offers undergraduate and graduate programs encompassing the arts and sciences and professional studies. At Corban teaching is the primary role of the faculty, who engage in their disciplines through instruction, scholarship and service on campus and in their professional communities.

## II. FOOD SERVICE PROGRAM EXPECTATIONS

Corban University has developed the following important program and service expectations for this RFP. The successful Vendor will be the one whose proposal reflects the most creative and comprehensive understanding of these needs in conjunction with advantageous financial terms to Corban University.

### A. Programmatic Expectations

1. Excellent quality food with ingredients, recipes and fresh preparation methods that support good nutrition and a healthy lifestyle;
2. An innovative portfolio of service concepts that:
  - a. includes a mix of national, regional and locally owned brands that are popular with the Corban community;
  - b. provide a thoughtful mix of service formats designed to satisfy a variety of consumer needs, such as “all you care to eat”, fast casual, quick service (“fast food”) and convenience markets;
  - c. offers ordering, payment, delivery and “to go” mechanisms that are responsive to consumer lifestyles;
3. A diversity of food and beverage choices within operations and across the system that:
  - a. address the broad range of consumer preferences;
  - b. include entrees and other offerings that address special diet needs such as vegetarian, vegan, low fat, high protein, gluten free, etc.;
  - c. offer a broad range of healthy choices;
  - d. provides a culturally diverse menu, including Kosher and Halal meals at various locations
4. Hours of service that support student lifestyle needs across campus, including options for students and athletes taking evening classes or attending practices as well as late night service in the residential zones.
5. Pricing to the consumer that is competitive.
6. Catering pricing that is competitive with off-campus caterers and that offers tiers of pricing and service for different event types (high-end to budget), including a service/price tier that is designed to offer an affordable pick-up menu for student groups.
7. A meal plan program and policies that:
  - a. offer multiple, affordable plan configurations for resident students;
  - b. are usable, through provision of Meal Points and Dining Dollars at all dining locations across campus;
  - c. offer a meal exchange option for various retail locations during posted meal exchange hours;

- d. offer plan configurations for non-residents that are flexible, affordable and aggressively marketed.
8. Merchandising and food presentation that showcases the products offered and offers strong eye appeal;
  9. A commitment to offering regularly scheduled special event programming designed to encourage participation and build community.
  10. An intentional and committed approach to staffing that results in:
    - a. staffing levels that are matched to customer demand so that service is fast and efficient;
    - b. friendly, courteous, knowledgeable and professional employees that receive regular and comprehensive training in both technical and customer service skills;
    - c. staff that are local language proficient when in positions of regular interaction with customers.
  10. A commitment to partner in the University mission. Corban’s mission (“To educate Christians to make a difference in the world for Jesus Christ”) is powerfully relational, relevant, and personal. Campus facilities must reinforce these values in their design, construction, and use parameters so that:
    - a. Student and employee health, well-being, and sense of belonging is prioritized;
    - b. Model of sustainability that reflect the care for the world (both its people and resources) are implemented;
    - c. Flexible small and/or large-scale event spaces are created
    - d. Usage designs facilitate connections between diverse communities and across the curricular/co-curricular divide
    - e. Students and employees list this location as significant to their Corban experience

**B. Management Expectations**

1. A professional food service management provider that is a leader in the field, offers a best practice approach to residential dining, retail dining, and catering.
2. District, regional and corporate management support that is present, involved, responsive and that enables on site management to be nimble decision makers;
3. An on-site management structure that provides dedicated managerial and supervisory resources for each business segment in the program, as well as appropriate administrative and technology support;
4. An on-site management team that is exceptionally knowledgeable, experienced, competent and professional in managing all aspects of the Corban Dining Services Program. The management team should be collaborative with Corban and its key

stakeholders and employees, with a communication strategy that is proactive and accessible.

5. District and regional management that is experienced and adept at partnering with Corban in meeting evolving campus needs;
6. Information technology that is industry leading in all aspects of the program and provides data for Corban management decisions, with a commitment to a seamless interface with Corban IT.
7. Programs and standards that enforce safe food handling, proper sanitation, and health department requirements;
8. Facility and equipment preventive and ongoing maintenance programs that result in good stewardship of Corban-owned resources;
9. Financial control strategies that ensure a financially efficient Dining Services program with a high level of accountability and financial reporting to Corban Administrators.
10. Development and adherence to a continuous improvement philosophy founded on a comprehensive performance measurement program.

**C. Wellness Expectations**

1. Careful attention to product mix to ensure a wide selection of nutritionally healthy, and healthily prepared and portioned foods at all service locations, with results that are measurable;
2. Provision of comprehensive information that is easily accessed by the customer on the content of foods served in the dining services program, including ingredients statements for food allergies and sensitivities, and nutritional information.

**D. Marketing and Business Development Expectations**

1. An ongoing commitment to pro-active marketing/communications and business development in the areas of mandatory meal plan sales, voluntary meal plan sales, retail sales and catering sales that is collaborative and coordinated with Corban in articulating a seamless message, and includes quantifiable success measurement;
2. A dedicated marketing team with primary responsibilities for marketing and communications of the dining program;
3. Annual marketing plans customized to Corban unique needs and target audience, including creative use of social media tools and emerging mobile applications popular

with students.

## **E. Sustainability Expectations**

1. A recycling and sustainability program designed to address five key areas:
  - a. Purchase and transport of food – Minimization of environmental impact through the effective use of ecologically sustainable growing techniques; Integration of seasonally available local produce options; Energy efficient transportation from farm to campus.
  - b. Preparation – Initiatives to ensure that management, kitchen, and serving operations use resources efficiently through the effective deployment of resource-saving practice; Staff trained to understand energy efficiency tactics and other sustainable preparation objectives.
  - c. Disposal – Minimization of waste; Mechanisms for composting or otherwise reducing the impact of food waste. Use of ecologically sensitive packaging; Use of recycling and other efficient waste disposal mechanisms.
  - d. Innovation and Education – Continuous evaluation and improvement of sustainability practices; Innovation in sustainability; Provision of education to employees about innovations and reasons for operational decisions in food service.
  - e. Sustainable Design – Incorporation of sustainable design principles in construction projects undertaken on behalf of Corban when and if applicable.
2. A commitment to support sustainable and environmentally friendly certifications and required elements wherever possible.

## **F. Program Enhancements**

In preparation for the development of this RFP, Corban conducted a review of the dining program to identify opportunities for the alignment of the program with campus community member expectations. Based on this assessment, Corban has identified the following strategic initiatives that should be addressed in your proposal:

1. Improve the quality and variety of the Dining Center offerings and the overall dining experience:
  - a. Increased action stations with emphasis on fresher, customized offerings;
  - b. Improved weekend meal options;
  - c. Increased evening and weekend hours;
  - d. Explore potential for take-out meals;
  - e. Enhance the variety of foods available and increase the accessibility for students with dietary accommodations;

- f. Consider adding premium items to the regular menu for an additional meal swipe; and,
  - g. Comprehensive updating of the dining facility to improve the diversity of seating types (table styles and sizes, booths, etc.), redevelopment of server platforms to support better engagement with the food and customers, and updates to kitchen as necessary.
2. Review and update the portfolio and performance of the retail dining program:
  3. Provide strategies for increasing service speed during peak demand periods.
  4. Renovate/realign the Dining Center to increase service speed and improve customer experience in an updated environment;
  5. Consider adding an on-line ordering feature;
  6. Ongoing evaluation and improvement of the Late-Night program:
    - a. Upgraded menu options;
    - b. Updated environment at dining venues; and,
    - c. Consider adding delivery service to the residence halls from selected retail operations.
  7. Increased Catering options at market-attractive costs:
    - a. Possible incorporation of offering catering from popular retail / branded outlets on campus;
    - b. Meet the needs of the overall campus catering business by providing affordable and high quality food and service.
  8. Support of Corban's continuing increased commitment to sustainability measures:
  9. Improve overall satisfaction with and participation in the program;
  10. Increase enrollment in voluntary meal plans over current levels in the first year of the contract, and over the previous year for each subsequent year of the contract to a level agreed upon by the Vendor and Corban. (Refer to Attachments for current voluntary meal plan participants).
  11. Increase customer satisfaction ratings for meal plans and catering over current levels in the first year of the contract, and over the previous year for each subsequent year of the contract to a level agreed upon by the Vendor and Corban.

**In summary**, the selected Vendor shall provide Corban with all food service management and operations personnel, technical support, training, food products, supplies, materials, systems,

and effort necessary to operate the dining services program at a level of quality that consistently exceeds owner expectations.

### III. FOOD SERVICE PROGRAM REQUIREMENTS

#### Residential Meal Plan Dining Program and General Information and Specifications

##### a. Hours of Operation

For the 2020-2021 academic year, the following tentative schedule was established:

##### The Dining Center

Day	Hours
Monday –Thursday	7:30 am – 10:00am, 11:00am-2:00pm 5:00 pm – 7:30 pm
Friday	7:30 am – 10:00am, 11:00am-2:00pm 5:00 pm – 7:00 pm
Saturday	10:30 am – 1:30pm, 5:00 pm – 7:00 pm
Sunday	11:30 am – 2:00pm, 5:00 pm – 6:30 pm

The above hours are subject to change at the discretion of the University. It is anticipated that these hours would increase under the new contract with proposed periods of operation to be submitted as part of vendors’ RFP responses.

##### b. University Closing

When the University closes due to inclement weather or other emergencies while students are still in residence halls, the Vendor must continue to provide dining services in the Dining Center, unless the University authorizes closing the DiningCenter. The Sunday schedule will be followed during times of University closure.

##### c. Door Rates

The Vendor must establish casual meal rates for breakfast, lunch, brunch and dinner, acceptable to the University, for the dining center.

##### d. Menu Specifications

The Vendor must include at least a four-week menu cycle and portion sizes for the resident food program. This menu cycle must be acceptable to the University.

The Vendor must offer complete hot vegetarian, vegan, allergy sensitive and global food options relevant to Corban’s diverse student population at all times.

##### e. Meal Exceptions

The Vendor shall provide meal replacements for individuals or groups of students with special schedules who have meal plans. The student must inform the Vendor at least 24 hours in advance of such a need.

**f. Medical Diets**

As part of the service, the Vendor shall supply any necessary special diets for students living in residence halls when prescribed and approved in writing by a medical doctor or recommended by the University health services.

**Catering**

**1. Catering Program**

- a. Corban University typically sponsors a variety of special functions and events during the year. Frequently these events require a high level of coordination by both the dining services vendor and the University Services Committee. Some of these events include functions in the Psalm Center, private dinners, commencement exercises, departmental functions, meals for candidates visiting the campus and other special occasions.
- b. It shall be the responsibility of the Vendor to provide dining services for all special functions and events including, but not limited to, breakfast, brunches, lunches, breaks and dinners for special events and conferences requested by the University, as well as conferences or special events for outside groups that the University wishes to serve.
- c. The Vendor shall waive its right as the exclusive manager and operator of the University's dining services operations for catering events which do not exceed two hundred and fifty dollars (\$250.00) in food purchases.

**2. Catering Options and Pricing**

- a. The Vendor shall prepare a Catering Guide, update it annually, and make it available online.
- b. The Vendor shall prepare and circulate discounted menus to on-campus student groups and organizations. These menus shall be based on pick-up service only.
- c. The Vendor shall request catering price increases based on the February "Food Away from Home" rate listed in the Consumer Price Index (CPI) or similar mutually accepted industry indicator for University approval.

The Vendor shall provide the University with dining rates for orientation, athletic training and other non-academic days when large numbers of students are residing on campus. This rate shall offer a sliding scale based on the number of participants.

As part of the RFP response, vendors will provide anticipated catering offerings and associated pricing.

**3. Catering Bill**

The Vendor shall separately invoice the University on a weekly basis for all catering services rendered to the University in the previous week. The Vendor shall invoice outside groups directly for any services rendered.

**Retail Dining Specifics**

**1. Retail Dining Program**

During the 2021-2022 academic year, the University anticipates that it shall serve approximately 500 undergraduate commuters, graduate students, and 150 full and part-time faculty and staff each semester.

**2. Retail Locations and Hours of Operation**

- a. The Vendor shall operate the following retail dining locations or similar retail operations as approved by the University:

Common Grounds	Pavilion 2 <sup>nd</sup> floor
POD	Library

- b. Each year, the University and the Vendor shall mutually agree on the hours of operation for each location. These hours shall be in effect during periods when a full complement of students is living on campus.
- c. For the 2020-2021 academic year the following tentative schedule was established:

**Common Grounds**

Monday-Thursday	7:30 am – midnight
Friday	11:00 am – 8:00pm
Sunday	4:00pm-11:00pm

These hours are subject to change based on the mutual agreement of both parties.

**3. Retail Pricing**

The retail program and hours of operation are the responsibility of the Vendor and changes to either or both are subject to mutual agreement of the University and the Vendor. The Vendor may request annual price reviews for retail operations.

**4. Retail Dining Program General Information and Specifications**

- a. All fixtures, furnishings and equipment shall remain the property of the University with the exception of any fixed assets which the Vendor has purchased directly, maintained ownership of and not sold to the University.
- b. Sporting Events  
The University may ask the Vendor to provide food and beverages at University

sporting events held in the Jeffers Athletic Center and at University Athletic Fields. However, the University retains the right to contract with another vendor to provide dining services at these venues.

c. Branded Concepts

The Vendor may seek and obtain University approval to provide branded name services. The Vendor and University shall mutually determine which, if any, such Branded Concepts shall be incorporated. Any branded concept operations shall terminate on upon termination or expiration of the Agreement.

d. The Vendor shall operate dining services facilities that accept cash, credit cards, Dining Dollars and Flex dollars.

## IV. HUMAN RESOURCES

The Vendor shall:

1. Function as an independent contractor, employing all management, supervisory and hourly food service employees. The Vendor will be responsible for its own labor relations with its employees.
2. Submit resumes for ***actual*** candidates for Vendor positions. The University liaison shall be consulted during the hiring process for all management positions. The University reserves the right to initially and on a continuing basis, provide feedback on the performance of all food service employees. Employees of Vendor deemed not acceptable to the University are to be immediately replaced. The University reserves the right to interview the prospective candidates for any management position prior to Vendor selection.
3. Present Vendor district manager representatives to the University prior to assignment.
4. Be required to provide a plan to ensure that all sanitation and HAACP requirements are achieved.
5. Require that all supervisory personnel have a minimum of one (1) to three (3) years of supervisory experience and be highly communicative, personable and responsive to the needs of the University community.
6. Consult with the University liaison prior to making any changes in the number of supervisory staff.
7. Upon request, submit a copy of Vendor employee rules and regulations (employee handbook or equivalent). Electronic file is acceptable.

8. Upon request, provide the Vendor corporate policy addressing employee health and sickness and use of drugs and alcohol. Vendor shall be required to certify that they operate a drug free and smoke free workplace consistent with federal, state, local, and University regulations.
9. Conduct a pre-employment background investigation on all persons considered for employment by the Vendor at the University including temp agencies. Such background investigation shall, at a minimum, consist of relevant county and federal court criminal background checks, reference checks, verification of employees' names and Social Security numbers, and confirmation that all prospective employees are not listed in any child abuse registry. No employee can begin work at the University until a satisfactory background check is obtained and on file with Vendor. All employees must have legal authorization to work in the United States.
10. Require that all Vendor employees comply with all University rules and regulations and that all employees remain in assigned working areas during working hours.
11. Submit a company organizational chart depicting corporate, regional and district structure and an organization chart for Vendor's food service department at the University with lines of responsibility and communication clearly indicated.
12. Require that all managers, supervisors and cooks be a certified food handlers in Oregon.
13. Require all personnel working at Corban to wear appropriate uniforms, including name tags, hats, hairnets or other approved hair restraints, shoes, gloves, etc. Identify the uniform(s) recommended for Vendor employees at Corban University.
14. Employ and supervise sufficient labor and management for the efficient operation of all services. Relief or temporary personnel are to be provided by the Vendor as required.

## **V. MARKETING REQUIREMENTS**

The Vendor is required to:

1. Provide a Marketing Plan to ensure that customer satisfaction and community awareness is maximized regarding dining services.
2. Meet with the food committee at least once a semester review operations and discuss changes or requests in an effort to maximize the quality and value of the food service program to the University.

3. Submit information and materials on an annual basis that describe the advertising, promotional and communication segments of the marketing plan. Information may include the following:
  - a) Vendor marketing policy and philosophy.
  - b) Listing of programs currently in use at other accounts similar to Corban University.
  - c) An outline of a suggested internal marketing plan for each food service venue at the University.
  - d) Advertising plans using local campus radio/TV, campus/local newspapers, internal newsletters, flyers, web sites, table tents, mailers, broadcast e-mails and other written materials.
  - e) Plans to use social media, including Twitter, Facebook, and YouTube.
  - f) Promotional calendars describing holiday, seasonal and celebratory events scheduled a minimum of once per month.
  - g) A schedule of weekly mini- promotions or spirit lifters.
  - h) Retail menus, price and portion lists, etc. to demonstrate expertise in the retail marketplace, regional, local and seasonal products, special dietary awareness and perceived value relative to price and portion.
4. Develop, host and support, at its sole expense, a dining services Website specific to the University's account. The site must be up to date and include menus, pricing, special programs, catering information and sample menus, frequently asked questions (FAQs), operating hours, staff directory and other important information. Vendor should describe the dining services Website it envisions for the University and provide the uniform resource locators (URLs) of similar sites at comparable accounts.
5. Display the menu price, portion and nutritional information in accessible locations.

Develop specific programs to address the needs of the undergraduate and graduate commuter students, faculty and staff at the University. The use of declining balance meal plans should be maximized to increase revenues. The Vendor should exhibit creativity in encouraging the University community to take advantage of the foodservice program. Present a sample plan.

6. Conduct customer surveys in conjunction with University representatives. Food preference, service quality and test marketing should be evaluated at least once a semester. The University liaison is to receive a summary of the survey after its completion. Marketing plans are to be adjusted as soon as practical to reflect the results of these surveys.

7. Provide Nutrition Awareness: All board, retail and catering food serviced on campus shall be identified with nutritional and ingredient labels printed and displayed in a professional manner. Additionally, all retail food items shall be identified with a sell by/use by date.
8. Create on-line catering guides, brochures and other materials to demonstrate marketing expertise and illustrate systems and procedures for catering.
9. Submit a "Year-in-Review" report of all local activities, awards received, trade magazine press, student, faculty staff promotions, etc. that Vendor has offered, and/or participated in at Corban University. Report should be submitted no later than July 1 of each contract year.

## **VI. OPERATIONAL STANDARDS**

- A. The Vendor shall purchase all food, non-alcoholic beverages, cleaning and paper supplies as is necessary for the efficient operation of the meal plan, retail cafés and catering services. The Vendor shall indicate how they plan to comply with the contract provision that: all volume purchasing discounts, incentives, bonuses, rebates and any other forms of vendor discounts shall inure to the benefit of Corban food service operation, except for prompt payment discounts.
- B. The Vendor is required to maintain food production systems and procedures that will be used to regulate the quantity and quality of food to be prepared daily for each station. The University wants to be assured that the first customer as well as the last customer is offered the same quality and quantity of menu choices at each meal. An adequate supply of flatware, disposable flatware, napkins, other supplies and condiments must be available for customers during meal periods.
- C. The Vendor presentation and service standards shall ensure that what is published on the menu will be served throughout the meal period. Daily specials, additional selections and unused, previously prepared foods may be added to the menu but are not acceptable substitutes for the printed menu.
- D. The quick service stations i.e. grill, deli, etc., should operate with the perception that preparation is to order.
- E. The Vendor's minimum purchase specifications that must be adhered to must ensure quality product that adheres to all industry standards.
- F. The University requires that the Vendor:
  1. Operate and manage the Corban food service facilities and equipment in a safe, clean and sanitary manner at all times in accordance with federal, state and local laws, codes and regulations.
  2. Notify the University immediately, in writing, of any potential violations that under the terms of the contract, Corban carries the responsibility to

correct, as a result of inspection by state and local authorized health department officials, fire department and other agencies relative to safety requirements.

3. Correct violations resulting from installation of Vendor or vendor owned equipment and/or resulting from operations of the food service including, but not limited to, the use and maintenance of all cafeteria equipment and facilities. Notify the University immediately of violations and provide proof that violations have been corrected.
4. Notify the University's liaison prior to the start of any inspection by an external authority or agency. Notify the University immediately, in writing, of any notices of violations, which are received in connection with an inspection. The Vendor will include in its notice, action plans to correct conditions causing the violations.
5. Develop, in conjunction with the University a set of Key Performance Indicators (KPIs) that will be used to monitor performance and satisfaction based on the University's goals and objectives for its Dining Services Program.

G. The Vendor shall be responsible for:

1. Sanitation and housekeeping of the Dining Center, refrigerated and non-refrigerated storage facilities, servery, preparation and production areas and the food service office areas.
2. Routine cleaning of dining room tables and chairs, spills and spot carpet cleaning. Dining room tables shall be self-bussed.
3. The proper disposal of used cooking oils and other animal fats or vegetable oils from the food service area. State and local regulations related to disposal of such products should be adhered to at all times. House waste drains are strictly prohibited from use for used cooking oil or grease disposal.
4. Coordinating the regular cleaning of grease traps, hood and filters, air ducts, building maintenance, pest control, sewer line maintenance and routine service on elevators in the food service areas with University facilities.
5. Laundry, linen and uniforms.
6. Compliance with local county health best practices related to COVID-19.

## **VII. Miscellaneous Requirements**

A. Use of Vendor Owned Supply Sources:

The Vendor may utilize Vendor owned centralized food preparation or supply sources to provide food and other supplies to Corban. However, prices charged to the Corban food service operation for items obtained from these sources shall be the same or less than prices charged for like items by other sources in the marketplace.

Vendor must demonstrate to the satisfaction of the University on a regular basis that

the prices charged for such items procured from the Vendor owned facility are, in fact, competitive as described above. In addition, all such purchases must meet the University standards of quality and are subject to Corban's approval.

- B. Corban shall provide:
  - 1. Facility and equipment repairs and maintenance, improvements, alterations or modifications not negotiated to be the Vendor's responsibility. This includes, but is not limited to floors, walls, and ceilings, electrical and plumbing fixtures.
  - 2. Such heat, light, power, water sources and air conditioning as may be required for the efficient operation of the food service program.
  - 3. Network connectivity for the Vendor.
- C. Corban reserves the right to:
  - 1. Use any facilities, normally used by the Vendor, for special occasions, meetings etc.
  - 2. Inspect all facilities and equipment at any time.
  - 3. Initiate and approve all changes to the facilities including repair, replacement or disposal of equipment, furniture or fixtures.
  - 4. Monitor and ensure that the terms of the contract with Vendor are being followed.
  - 5. Excuse any student from participating in a meal plan. Such excuses are based on an approved policy in effect by mutual agreement with the Vendor.

## **VIII. MISCELLANEOUS ARTICLES**

### **Article A: Term of contract**

- 1. This Agreement shall be for a period of two (2) years commencing on August 1, 2021 and continuing through July 31, 2023. The University may exercise the option for five (5) one (1) additional year periods upon the mutual agreement of both parties.

Notwithstanding the foregoing, in the event this Agreement expires, and the Vendor continues to provide services, the Agreement shall be deemed to continue on a month-to-month basis in accordance with the existing terms and conditions as of the expiration date including any adjustment to fees in accordance or until either party on pursuant to the terms of the Agreement.

- 2. The University gives the Vendor the concession to operate the food and beverage service for the term of the Agreement, except as mutually agreed in writing, and to use and occupy the University's dining services location "the Premises" for such purpose.

3. The Vendor must operate and provide dining services therein only for the use of students, faculty, and staff and administrative personnel of the Corban University, together with guests of any of them, as the University may determine.

## **Article B: Relationship of the Parties**

The University retains the Vendor as an independent manager and operator. The Vendor shall be an independent contractor and must retain control over its employees and agents.

## **Article C: Meal Plan Dining**

### **1. Meal Plan Dining Program**

The University anticipates that during the Fall 2021 semester there will be approximately four hundred and fifty (450) students that purchase a resident meal plan and that during the Spring of 2022 semester there will be approximately four hundred and twenty five (425) students that purchase a resident meal plan (or, on average, 434 annualized students). There shall be approximately 100 students that may purchase a commuter/voluntary meal plan over the two semesters.

### **2. Academic Calendar**

The academic calendar normally consists of two hundred and twelve (214) “feeding days” but has been as many as 219. This includes 4 partial days with dinner service only. The daily rates for students for board plans are based on an academic year comprising of a minimum of 214 feeding days. The University retains the right to change the number of meal days according to the academic semester calendar, resulting in the increase/decrease in the number of feeding days for which the Vendor shall be responsible. The University acknowledges that any such change may affect the daily rate for board plans and that the Vendor, subject to the University’s prior approval, will, in the case of any increase in the number of such days, increase such rates in the amounts approximately proportional to the increase of such days and will, in the case of any decrease in the number of such days decrease such rates in an amount approximately proportional to the decrease in the number of such days. The University shall give notice of such change(s) to the Vendor prior to the beginning of each academic year.

The board plan consists of mostly full feeding days with the following possible exceptions, at the discretion of the University:

- The day students return from winter break (dinner only)
- The Sunday students return from spring break (dinner only)
- The day students return in the Fall (dinner only)
- The Sunday students return from Thanksgiving break (dinner only)

These “dinner only” days should be considered half days for determining “feeding days” costs.

**3. Meal Plan Options and Pricing**

The Vendor must invoice the University the net daily rates for 2021-2022 as follows:

- A. Resident Meal Plans daily rate and University charge per Semester.
- B. Commuter Meal Plans daily rate and University charge per Semester.
- C. Flex Dollars

Flex Dollars is the declining balance which students, faculty and staff may make deposits. These funds may be used at any of the University’s Dining Services locations and may also be used for purchases from service providers from whom the University has contracted. The service providers are Pepsi, on-campus vending machines, the University Market (Warrior Wares), and off-campus locations contracted as off- campus solutions.

All deposits are to be held in a deferred income account. Unused funds shall carry over from semester to semester and year to year. Unused amounts at the end of the holder’s tenure with the University shall be retained by the Vendor for use to provide financial aid assistance for needy students.

The Vendor shall agree to consult with and advise the University on matters relating to changes, additions, or deletions of Meal Plans on an annual basis. The decision of the University shall be final.

The Vendor shall accept the following Plan Meals options for the 2021-2022 academic year (due to timing requirements for publishing plans and costs for the upcoming academic year) as follows:

<b>Meal Plan</b>
<b>19 MPW + \$150</b>
<b>17 MPW + \$125</b>
<b>15 MPW + \$100</b>
<b>Block 200 + \$200</b>
<b>Block 100 + \$100</b>
<b>Block 50 + \$50</b>

It is anticipated that Vendors may provide potential alternatives plans, and associated costs, as part of their RFP responses.

**4. Meal Plan Billing**

The Vendor shall invoice the University, by the end of the first week of the following month in which it provided service. The Vendor shall invoice based on the number of

students participating on each board plan. Because the number of students participating on each board plan changes from month to month, the Vendor shall bill the University for the actual number of students on each plan each month. The number shall reflect participation and additions, deletions or changes of meal plan throughout the billing period. The Vendor shall adjust the invoice each period to reflect participation accuracy.

## **Article D: Responsibilities of the University**

1. The University shall determine the general policies under which the dining rooms will operate. The University shall work with Vendor to mutually determine the hours of operation for dining services. It is understood and agreed that the University, its authorized agents or assignees may undertake such testing of food quality, quantity, sanitation, appearance and inspection of facilities, customer satisfaction and personnel as the University deems necessary. The Vendor will retain all above at a level satisfactory to the University.
2. The University shall remit payment to Vendor for all valid invoices within thirty (30) business days of receipt.
3. The University shall agree to consult with and advise the Vendor on matters relating to the selection and efficient installation of additional equipment and furniture. The decision of the University on such matters shall be final.
4. The University shall provide and replace capital equipment as necessary due to normal wear and tear unless the need for replacement is a direct result of the improper use of the equipment by the Vendor. The University and the Vendor shall discuss such matters with the University making the final decision.
5. The Premises shall be in good condition and maintained by the University to ensure compliance with applicable laws concerning building conditions, sanitation, safety and (including, without limitation, OSHA regulations). The University further agrees that any modification or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of the University and shall be at the University's expense.
6. The University shall pay for and provide heat and utilities service reasonably required for efficient operation.
7. The University shall be responsible for the maintenance and repair of all dining services facilities and equipment unless the repair is a direct result of the improper use of the facility equipment by the Vendor.
8. The University shall be responsible for providing all cleaning and custodial services with the exception of those noted in Article E.
9. The University shall provide a dumpster(s) for trash and garbage removal service.

10. The President of the University or his/her designee shall have the right to review all new dining services managers and directors and may reject any such manager or director for reasons sufficient to the University. Such reasons shall be submitted to the Vendor in writing and may not violate any applicable employment laws or Vendor policy. The Vendor must submit specific information, such as a resume, work history, or letter of recommendation, regarding the University or College-level experience of the management team, to be assigned to Corban University.

## **Article E: Administrative Responsibilities of the Vendor**

1. The Vendor shall keep a complete and accurate record of all sales made and, unless in any particular case the University otherwise agrees in writing, shall maintain and preserve every such record for a period of time in accordance with the University's record retention policy.
2. The Vendor shall operate dining services locations for the use of students, faculty, and staff of Corban University and such other guests as the University may determine.
3. The Vendor shall not represent itself or permit itself to be represented to the public as an agent of the University by use of the University's name on letters, letterheads, billheads, or signs or in any other manner whatever unless otherwise approved by the University.
4. The Vendor shall be required to coordinate hiring of student employees with the University each semester.
5. The Vendor shall provide all food service employees with the exception of student employees. The Vendor shall submit to the University, on a periodic basis determined by the University, a list of the current employees, sub-contractors and sub-contract employees assigned to the University's food service operation. The University reserves the right at all times during the Agreement term to require that the Vendor remove from the University's premises any employee of the Vendor or employee of any sub-contractor whose presence, in the opinion of the University, is or may be detrimental to the proper conduct of its affairs, upon written notice from the University to the Vendor. Any such request for the removal of a Vendor must be made in writing, not break any applicable employment laws and shall be administered in accordance within the Vendor's personnel policies.
6. The campus-wide director of dining services shall hold regular meetings during the academic year (at least one per semester) with the dining services committee of the University to provide students, through the committee, the opportunity to offer suggestions and recommendations to the Vendor.
7. The Vendor will guarantee, to the satisfaction of the University, a full and qualified staff at all times. The Vendor must, to the satisfaction of the University, supply trained

and experienced chefs and cooks at all times.

8. The Vendor shall have present at all times a visible, full-experienced manager and/or supervisor assigned to each dining area to receive customer service feedback during heavy dining periods and until services have closed for the evening.
9. The Vendor shall employ qualified students at the University at not less than the applicable minimum hourly wage rate at the time of hiring. Such students shall be employees of the University or the Vendor, as mutually determined by the parties.
10. The Vendor shall provide an in-service training program for all full and part-time employees.
11. The Vendor shall purchase and own all china, glass, silver, small wares and table service items except those noted in Article VI, Section 5.
12. The Vendor shall make philanthropic contributions to support activities at the University. Such support may take the form of providing service or an annual contribution for such events as the President's Dinner or other programs (e.g., professional development days; celebration programs). Vendor RFP responses must identify annual contribution commitments over the term of the contract.
13. The Vendor shall comply with all laws, rules, and regulations of any federal, state, and local governments, bureau or department applicable to said dining facilities or the service of meals therein, including the collection and payment of all applicable sales and meals tax.
14. The Vendor shall provide labor and materials (equipment and supplies) for all custodial and cleaning services in the permanent spaces it occupies. The Vendor shall maintain all tabletops and chairs, floors, interior walls and ceilings in dining areas and food preparation areas in a clean condition at all times.
15. The Vendor shall maintain all garbage and trash collection points in a clean, neat and orderly manner. The Vendor shall separate garbage and trash, according to local health requirements, and shall transport to designated receptacles provided at the expense of the University.
16. The Vendor, within two (2) hours of the completion of a catering event, shall remove all food and equipment related to the catering services provided for the meetings, conferences and special events. The Vendor shall clear and dispose of all visible waste from the furniture and the floor.
17. The Vendor shall comply with federal, state and local regulations regarding standards of sanitation as enforced by federal, state, and local agencies, including the Board of Health and to the satisfaction of the University.
18. The Vendor shall be responsible for providing an integrated pest management system for all food preparation and storage areas under the Vendor's supervision and use.
19. During the term of the agreement, the Vendor may grant to the University, upon its

request, a nonexclusive right to access certain proprietary materials of the Vendor, including menus, signage, Food Service survey forms, software (both owned by and licensed to the Vendor), and similar items regularly used in the Vendor's business operations ("Proprietary Materials"). The University may, upon its request have access to certain non-public information of the Vendor, including but not limited to recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, sub-contractor contracts, financial information, surveys and studies, and similar compilations regularly used in the Vendor's business operations ("Trade Secrets"). Trade Secrets shall not include (i) any information which at the time of disclosure or discovery or thereafter is generally available to and known by the public or the relevant industry (other than as a result of a disclosure directly or indirectly to the University), or (ii) any information that was available to the University on a non-confidential basis from a source other than the Vendor, provided that such source was not bound by an agreement prohibiting the transmission of such information, or (iii) any information provided by the Vendor.

The University shall not disseminate any Proprietary Materials or disclose any of the Vendor's Trade Secrets, directly or indirectly, during or after the term on an agreement. The University shall not photocopy or otherwise duplicate any such materials without prior written consent of the Vendor. All Proprietary Materials and Trade Secrets shall remain the exclusive property of the Vendor and shall be returned to the Vendor immediately upon termination of any agreement. Without limiting the foregoing, the University specifically agrees that all software associated with the operation of the Food Service, including without limitation, menu systems, food production systems, accounting systems, and other software owned by or licensed to the Vendor and not the University. Furthermore, the University's access or use of such software shall not create any right, title interest, or copyright in such software beyond the termination of the agreement. Any signage, service mark or trademark proprietary to the Vendor shall remain the exclusive property of the Vendor and shall be returned to the Vendor immediately upon termination of any agreement.

## **IX. Selection Process and Bid Submittal Requirements:**

### **Selection Process**

A Selection Committee of University Personnel will meet to review the Proposals submitted in response to this Request for Proposal. Each Proposal submitted must be signed by an official of the institution who is authorized to bind the offer. The solicitation for proposals does not commit Corban University to award a contract to pay any cost incurred in the preparation of the proposal. The University reserves the right to select any proposal it deems in its best

interest. Further, the University may accept or reject any or all proposals received and waive any formalities in the evaluation process.

Criteria to be used in the evaluation process include, but are not limited to the following:

- Compliance with RFP Requirements Financial Condition, Experience, and References
- Customer Service and Creative Solutions
- Acceptance of RFP and Contract Terms
- Demonstrations of Service Quality Assurance
- Personnel Qualifications/Staffing
- Proposal and Presentation Credibility
- Marketing/Communication
- Results of Site Visits/ References
- Strategic & Business Planning
- Conceptual Skills/Insight
- Pricing/Investment Proposal

The University, at its discretion, may request a small group of finalists to make oral presentations or provide tours of current comparable operations. The University will coordinate with the Vendor to schedule the time and location if presentation is deemed necessary.

#### **Optional tour and pre-proposal orientation meeting**

***April 12, 2021, 9:00 a.m.***

Contact Eugene Edwards, Associate Dean of Service and Operations in the office Student Life by email at: [eedwards@corban.edu](mailto:eedwards@corban.edu) to submit the names and emails of those who will be attending. Vendors are limited to three (3) participants, please identify the contact person and their email. A written summary of the meeting will not be prepared and distributed, Vendor are responsible for any information gathered.

#### **Required Proposal Information and Format**

The following documents, at a minimum, should be submitted as part of the Vendor's proposal:

1. A brief history of your company and a brief biography of the senior corporate and regional management of your company.
2. Evidence of financial stability and ability to finance the operational and capital costs presented in your proposal. A copy of your company's annual report, 10K or audited financial statements for your last fiscal year is required.
3. A list of your higher education accounts comparable to Corban University in size and scope. This list should include College and University accounts where the food service program volume is in excess of \$2.5 million annually.

4. A list of all current higher education clients in the northwest area of the USA with names, titles, addresses, e-mail addresses and telephone numbers of client representatives who may be contacted for reference purposes.
5. A list of all higher education clients in the northwest area of the USA that have been lost in the last five years, with names, titles, addresses, e-mail addresses and telephone numbers of client representatives. Reasons for the loss of the account should be noted.
6. Anticipated hours of operation for all locations throughout the Academic Calendar.
7. A detailed transition plan from date of contract award through July 31, 2021.
8. A detailed Pricing/Investment Proposal. The proposal should include, at a minimum:
  1. Detail costs of services
  2. Meal plan rates indicating both published rate and Vendor billed rate
  3. Retail venue pricing and commission proposal
  4. Catering pricing for standard offerings
  5. Capital funding/financing contributions/commitments
  6. Sample Contract document

*Vendors are welcome to present additional information they feel would be relevant, or that would clarify or enhance the proposal.*

Questions and any requests for additional information from the University must be sent Eugene Edwards, Associate Dean of Service and Operations in the office Student Life by email at: [eedwards@corban.edu](mailto:eedwards@corban.edu). Questions shall be submitted in one transmittal, no later than the date specified above at 5:00 pm. The University shall answer questions that it determines to be valid. The answers shall be distributed via email to each participating Vendor contact person attending the pre-proposal meeting.

- All information received in response to this RFP shall become the property of Corban University.
- The University will treat information as confidential as permitted by law.
- All economic details of the contract between Vendor and the University are the private information of the Vendor and the University and may not be disclosed to third parties without express written consent of the University.
- University retains the right, at its discretion, to accept or reject without discussion, any proposal or part thereof, submitted in response to this RFP.
- University reserves the right to negotiate final contract terms.
- University reserves the right to cancel this RFP.

**Vendor proposers shall not attempt to directly contact University personnel. All requests for information or clarification shall be submitted to the contact noted on page 1. Please include an electronic copy of your proposal on a flash drive or via e-mail.**

**Attachment A**

**Historical and Current Meal Plan Information**

Historical Meal Plan Participation

Historical Meal Plan Counts	Fall 2018	Spring 2019	Fall 2019	Spring 2020	Fall 2020	Spring 2021
Weekly 19P	49	79	66	97	26	24
Weekly 19	384	353	361	291	335	209
Weekly 15P	11	14	30	18	13	58
Weekly 15	26	43	16	35	55	121
CV100	32	19	26	13	24	17
CV50	25	24	29	10	13	1
CV25	43	35	26	28	18	9

2021-2022 Announced/Projected Meal Plans

Semester Meal Plans 2021-22	Student Cost	Flex Dollars	Estimated Fall Plans Participants	Resident Freshmen & Sophomores	Resident Junior & Senior	Townhouse Residents	Commuters
Weekly 19	\$2,418.00	\$150.00	25				
Weekly 17	\$2,279.00	\$125.00	314				
Weekly 15	\$2,191.00	\$100.00	38				
Block 200	\$2,054.00	\$200.00	56	x			
Block 100	\$1,032.00	\$100.00	24	x	x		
Block 50	\$518.00	\$50.00	31	x	x		

x-Indicates plans residents cannot select. Residents, including townhouses must select a plan.

Academic Dining Calendar 2021-22\*

	Begin	Closed	End
Fall	8/23/2021	11/24/2021 -- 11/28/21	12/10/2021
Spring	1/3/2022	3/19/2022 -- 3/2022	4/29/2022

\* Dates and total number of dates subject to change

## ***Attachment B Summer Services***

### **Summer Residents**

Corban's international student population fluctuates from 25 to 50 students. These students purchase dining plans for lunch and dinner Monday through Friday. This summer the term will run from 5/1/2021-8/22/2022.

### **Employee Meals**

Corban has about 50 employees working year-round in the same hall as the dining facility. If the meals were marketed and well-valued, there could be a opportunity to improve employee experience and increase dining revenue.

### **Summer Camps**

Each summer Corban houses around 10 camps. These camps range in size (30-200 guests) and duration (1-7 days). Most guests use dining. Currently, July is the busiest month. Corban seeks to fill the empty weeks with more camps over the next two summers.

### **Early Athlete Return**

Athletes return to campus the first week in August. During their fall training, until the start of the fall meal plans, these athletes will utilize dining services for meals. There are 150 athletes that arrive early. Half of those are commuting athletes and half are residential athletes.

## **Attachment C**

### **University Enrollment History**

Corban University anticipates a modest increase in enrollment over the next seven years. The below table presents seven years of historical headcounts at Corban and includes projections for the next seven years.

	Fall	Spring	Spring New	Fall New
			Students	Students
14/15	814	772	18	268
15/16	882	859	22	331
16/17	911	867	18	310
17/18	889	854	17	262
18/19	865	848	40	264
19/20	868	832	27	296
20/21	843	781	24	298
21/22	835.5	791.7	30	295
22/23	864.3	816.0	30	310
23/24	869.8	821.9	31	310
24/25	879.0	831.8	32	315
25/26	888.9	840.8	33	315
26/27	894.5	847.0	34	320
27/28	899.8	852.6	35	320

Highlight denotes projection

## **Attachment D**

### **Cost Responsibility Summary**

Corban University has determined the following cost responsibility summary to be a necessary part of their RFP. Responsibility for costs that are not provided under the contract terms, but are necessary to the efficient on-site operation of the food service program and are directly incurred for the University's operation, must be assigned by Corban University and agreed to by the Vendor prior to execution of a contract between the parties:

	<u>Vendor</u>	<u>Corban</u>
<u>FOOD:</u>		
Food purchases	X	
Processing and payment of invoices**	X	
<u>LABOR:</u>		
Wages	X	
Fringe benefits and insurance	X	
Payroll taxes	X	
Workers compensation, Unemployment and Disability Insurance, as required by law	X	
Preparation and processing of payroll**	X	
Contractual buyouts, penalties & legal fees	X	
Contract Liaison (billed from client to Vendor)	X	
<u>OTHER:</u>		
Paper and cleaning supplies	X	
<u>Small wares and china:</u>		
Initial inventory	X	
Replacements during operation	X	
Point of sale equipment	X	
Computer hardware, leases or purchases	X	
Computer software, leases or purchases	X	
Telephone & Network Connectivity		X
Menu printing and distribution	X	
Website maintenance	X	
Uniforms, laundry and linen	X	
Furniture and Fixtures		X
Sanitation of dining room tables and chairs	X	
Contract cleaning and maintenance of fire suppression and exhaust systems	X	
Maintaining dining room floors	X	

Trash removal:

From food service areas to designated area	X	
From premises	X	
Cleaning of production, storage and service equipment	X	
Building and equipment repair (not due to Vendor employee negligence) and maintenance		X
Food loss resulting from electrical equipment failure, fire, flood, theft, vandalism except where caused by intentional acts of Vendor employees	X	
Damage to Vendor or their vendors' equipment	X	
Damage to University property by vandalism or Vendor employee acts of omission	X	
Routine food service elevator maintenance		X
Annual routine sewer line cleaning	X	
Removal of grease and cooking oil	X	
Regular cleaning of grease traps		
Exterminating services	X	
Product, Contractual and Tort Liability Insurance	X	
Utilities	X	
Employee recruitment and relocation**	X	
Income taxes resulting from operations**	X	
Sales tax collection and payment	X	
Meal Plan & Catering software for food service reporting & accountability	X	
Credit card equipment and fees	X	
Franchise, licensing fees and royalties **	X	
Food permits and liquor licenses	X	
Vehicles used exclusively for food services	X	
Courier Services: (Bank Deposits, etc.)	X	
Recycling Program		X
Regional, District, Corp mgt visitations/meetings travel & related expenses**	X	
Fees associated w/late payments, expedited services.	X	
RFP costs as supplied through the consultant	X	

All expenses and payment responsibility must be approved by the University prior to inclusion on operating statements.

\*\* Indicates Vendor costs, which will not be allowed as a direct cost of operation.

## ***Attachment E***

### ***Standard Contract Terms & Conditions***

Final contract documents shall incorporate the following or similar terms and conditions:

1. **Insurance.** The Vendor, during the term of the agreement shall carry public liability insurance including bodily injury and property damage, products liability and workers compensation insurance as follows:  
Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than ten million dollars (\$10,000,000) for each occurrence including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of the Vendor under the agreement and, upon request, shall provide the University with a certificate evidencing such policies. All such policies shall, at no cost to the University, name the University as an additional insured to the extent indemnified under the agreement.

Certificates of Insurance shall be delivered to the University within thirty (30) days of the effective date of the agreement and thereafter on January 1 of each year following. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days' prior written notice of cancellation.

The University shall maintain a system of coverage (either through purchased insurance, self-insurance, or a combination thereof) to keep the College's buildings, including Premises, and all property contained therein insured against loss or damage by fire, explosion or other cause normally covered by standard broad form property insurance.

The Vendor shall maintain workers' compensation coverage as required by state law covering all of its employees employed in connection with the dining services operations.

2. **Indemnification.** The Vendor shall indemnify, defend and hold harmless Corban University, its agents, officers, and employees against any and all claims, liabilities and costs for any personal injury or property damages or other damages that the State may sustain which arise out of or in connection with the Vendor's sole negligence in performance of this contract including but not limited to the intentional misconduct or conduct of the Vendor, its agents, officers, employees or subcontractors. The Vendor shall at no time be considered an agent or representative of the University.

3. **Waiver of Recovery.** With respect to property damage, for which the parties maintain a system of coverage for their respective property, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies. This clause shall survive the termination of the agreement.
4. **Force Majeure.** Neither the Vendor nor the University shall be liable for failure to perform its respective obligations under this agreement when such failure to perform its respective obligations under the agreement when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather, and energy related closings, governmental rules or regulations, failure of third party to perform their obligations due to fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather, and energy related closings, governmental rules or regulations with respect to food service operations, or for like causes beyond reasonable control of such party, or for real or personal property or damaged due to such causes.
5. **Damages.** Any damage to equipment, beyond reasonable or ordinary wear and tear, caused solely by the Vendor shall be repaired by and at the expense of the Vendor. In the event of the total destruction of the building or if the part occupied by the Vendor is so damaged that the premises are untenable, then either party, upon one hundred twenty (120) days written notice to the other, may terminate the agreement.
6. **Assignment.** This agreement may not be assigned by either party without the written consent of the other, except the Vendor may, without prior approval and without being released from any responsibilities hereunder, assign the agreement to any entity/affiliate or wholly owned subsidiary of the Vendor.
7. **Equal Opportunity.** The Vendor may not discriminate because of race, color, gender, sex, age, national origin, ancestry, disability, sexual orientation, genetic information, active military status, participation in discrimination-related activities, status as a Vietnam veteran, or any other basis protected by applicable law, in the recruitment, selection, training, staffing, placement, assignment, utilization, promotion, termination, or other employment related activities concerning Food Service employees including its managers. The Vendor affirms that it is an equal opportunity employer. Under no circumstances shall the Vendor permit a request or suggestion by a client to place a particular manager in an account to override its non-discrimination policy. In addition, the Vendor, and its sub-contractors, affirms that it is an equal opportunity and affirmative action employer, is legally responsible for all of its employment decisions affecting its own employees, and shall comply with all applicable

federal, State and local laws and regulations, including but not limited to, Executive Order 11246; Rehabilitation Act of 1973; Vietnam Veteran Readjustment Assistance Act of 1974; Civil Rights Act of 1963; Age Discrimination In Employment Act of 1967; Immigration Reform and Control Act of 1986; PublicLaw 95-507; Americans With Disabilities Act; and any additions or amendments thereto.

8. **Termination.** Either party may terminate the agreement at any time during its term without cause by giving not less than one hundred twenty (120) days prior written notice to the other party of the intention to terminate the agreement and the specific termination date. If either party fails to comply with any of the obligations required of it in the agreement, and, following receipt of written notice specifying the failure, fails to remedy and cure such failure within a reasonable time (but in no event later than (i) ten (10) days for failure to make payments due and (ii) twenty (20) days in the case of other failures), then the other party shall have the right to terminate the agreement immediately giving written notice of that intention. The rights of termination referred to in this agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.
9. Compliance with Laws & Regulations. **The Vendor shall be solely responsible** compliance with all laws, regulations, certification, and licenses required under the agreement, including **all personnel actions regarding employees on its payroll. The Vendor agrees that it will abide by all state and federal laws pertaining to the employment of individuals in Oregon, including wage and hour laws. The Vendor shall withhold all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, and contributions to benefit and deferred compensation plans, licensing fees and workers' compensation costs and any and all other requirements as mandated by employment laws and shall file all required documents and forms.**
10. **Notice.** Any notice required or permitted to be given by either party to the other pursuant to the agreement shall be given in writing and, by certified mail, return receipt requested. Waiver or breach of any provision of the agreement shall not constitute a waiver of any other or future breach of the same Article or any other Article in the agreement. In the event of such waiver or breach all other terms and conditions contained in the agreement shall remain unchanged and in full force and effect, except by necessary implication.