



COLORADO STATE UNIVERSITY - PUEBLO
Procurement Services

Request for Proposal
CSU-Pueblo RFP17-00001

Food Services

For

University Campus

RFP Issue Date: October 17, 2016

RFP Due Date: December 5, 2016

Physical Address

Colorado State University-Pueblo
2200 N Bonforte Boulevard
Pueblo, Colorado 81001

Mailing Address

Colorado State University-Pueblo
2200 N Bonforte Boulevard
Administration Building, Room #309
Pueblo, Colorado 81001

Purchasing Agent: Geraldine Trujillo-Martinez
Telephone Number: 719-549-2054
Fax Number: 719-549-2056
E-Mail: g.trujillomartinez@csu-pueblo.edu

Request for Proposals # CSU-PUEBLO RFP 17-00001
PROPOSALS MUST BE RECEIVED BY: **December 05, 2016 at 2:00 p.m.** at location noted above.

Schedule of Activities	Timeline (All times are in local Colorado time MST)
RFP Notice Published on Rocky Mountain Bids	October 14, 2016
Pre-proposal Conference	November 4, 2016 at 11:00am at ASG Chambers, Occhiato University Center, Rm #201
Prospective Bidders Written Inquiry Deadline	November 17, 2016 at 12:00pm
Proposal Submission Deadline	December 5, 2016 at 2:00pm
Presentations/Interviews/Site Visits	To be determined
Best and Final Offers (BAFOs) (if needed)	To be determined
The resulting contract may be for	5years, with 5 (1) year options, for a total of up to ten (10) years.

MAILING NOTE: In the lower left corner of the package containing your proposal, include: the proposal number, opening date, and opening time. The Vendor Signature Form MUST be signed in ink by the prospective bidder or an officer of the prospective bidder who is legally authorized to bind the bidder to the proposal. UNDER NO CIRCUMSTANCES WILL E-MAIL OR FACSIMILE RESPONSES BE ACCEPTED.

1. MANDATORY PRE-PROPOSAL CONFERENCE: Bidders are required to attend a **MANDATORY** pre-proposal meeting to address any questions or concerns that may arise after review of the RFP, and to satisfy themselves as to the nature and scope of the work to be done and the challenges that may exist. Please allow 2 hours for this meeting. The intent of the conference is to review the RFP, tour the food locations and have CSU Pueblo staff available to answer any questions on the RFP. Prompt attendance is required. **A representative of your firm must attend. Non-attendance will disallow bidders from submitting a proposal.** Mandatory pre-proposal conference attendance will be at the bidder's expense.

The mandatory pre-proposal meeting is scheduled for November, 04, 2016 at 11:00am in the Occhiato University Center, ASG Chambers, Room #201, located at 2200 N. Bonforte Boulevard, Pueblo, Colorado 81001. Please send a letter or email confirming your company will attend the Bidders Conference by 5:00 PM MST on November 01, 2016 to:

Geraldine Trujillo-Martinez, Procurement Director
Colorado State University-Pueblo
2200 N. Bonforte Boulevard
Pueblo, Colorado 81001
g.trujillomartinez@csu-pueblo.edu
Phone: 719 549-2054

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SECTION I
BACKGROUND, OVERVIEW, GOALS

BACKGROUND

Colorado State University – Pueblo is located east of Interstate – 25 in Pueblo, Colorado, just 100 miles south of Denver, Colorado. With an enrollment of nearly 4,500 students, CSU-Pueblo is a fully accredited, regional comprehensive state university that provides social, educational, and cultural opportunities to its constituents throughout the state and the nation. The 275-acre campus is located in Pueblo County, an ethnically and culturally diverse population of more than 160,000 people, which offers numerous art and cultural attractions as well as recreational options for the outdoor enthusiast.

With a minority student population of almost 50 percent, CSU-Pueblo provides relevant professional coursework, hands-on research experiences and superior instruction with a small faculty to student ratio, and state-of-the-art technology through 70 fields of study offered by four schools: the College of Science and Mathematics, the College of Engineering, Education, and Professional Studies, the Hasan School of Business, and the College of Humanities and Social Sciences. In addition to the Pueblo campus, CSU-Pueblo offers classes in several majors to meet the needs of working adults and military personnel in Colorado Springs at Fort Carson and the new Tower location off of I-25 at Circle Drive

Student Life offerings have increased significantly with the transition of the campus from a commuter environment to a more traditional campus experience. Annual offerings include a Distinguished Speakers Series, concerts by Grammy Award winners like Ludacris and Kanye West in addition to movies, outdoor pursuits like ice climbing, hiking, and kayaking, and comedy performances like Second City. The Student Recreation Center offers state-of-the-art fitness equipment and classes, two gymnasiums, a running track and pool, and other opportunities for health and wellness.

Among its unique features, CSU-Pueblo:

- Is one of a handful in the nation to offer a degree in mechatronics, which combines electrical and mechanical engineering.
- Is the only University in the state that offers on-campus, hands-on experiences at public television and public radio stations as well as print and on-line publications.
- Ranks among the top 5 percent of all business schools internationally due to the accreditation of the graduate and undergraduate programs in the Hasan School of Business by the AACSB International Board of Directors.
- Is a military friendly school based on its commitment to supporting military students through service programs, discounts, scholarships, clubs, and networking experiences.
- Has dramatically changed its campus landscape with a renovation to its athletic and academic facility (Massari Arena) and a \$24 million makeover to the University Library as well as construction of a new Student Recreation Center, Student Recreation Field, the Neta and Eddie DeRose ThunderBowl football and track stadium, a soccer/lacrosse fieldhouse/stadium, a three-part residence hall complex, and a \$16 million General Classroom Building. Construction is in progress on a major renovation and expansion to the Occhiato University Center.
- Boasts a national powerhouse club racquetball team that has won 17th national championships.
- ThunderWolf football climbed from start up to national powerhouse. Since reviving its football program in 2008, CSU-Pueblo has achieved five straight conference championships and the 2014 NCAA Div. II national championship.

- Has hosted three NCAA Division II Championship events over the last few years, including the 2012 Division II Wrestling championships, and the 2012 and 2013 National Outdoor Track and Field Championships.

Additional information about Colorado State University-Pueblo can be found at www.csupueblo.edu/about/pages

The purpose of this Request For Proposal is to select an exclusive food services management contractor that will provide the students, faculty, staff and guests of Colorado State University-Pueblo a continuing food service operation wherein the quality, quantity, type of food, manner of service and economy of price to the consumer are primary considerations. A reasonable financial return to the University is required in order to cover operating costs and to provide for equipment replacement, maintenance and new purchases. The University is currently renovating the Occhiato University Center, in which the food service management contractor will be an important contributor to this capital project.

OVERVIEW

The scope of the contract will include providing food service management and programs for Colorado State University-Pueblo students and community, whereby resident dining operations, snack bar operations, and catering and conference meal services will be provided. Minimum food quality standards and menu requirements will be maintained. Related programs and services will be provided to students, faculty, staff, and guests of the University to enhance the overall living and working experience on the campus. Food service management will include a sanitary, safe, and well-maintained environment in all food service locations and facilities. The food service management provider will use the University's facilities and equipment and will provide capital, equipment and supplies for the total food service management operation and upgrade. The food service management provider will employ the entire staff required for the efficient management and operation of the services and programs to be provided.

Colorado State University-Pueblo has instituted a two year live on requirement for its students. Also, the Occhiato University Center is currently being renovated. The renovation will include a new location of the cafeteria and food court. To that end Colorado State University-Pueblo seeks a contractor with "outside the box" vision for the future. We are seeking a contractor who can bring the outside world to our campus with brand name recognition and other possibilities to provide up to date amenities to our customers 24/7. In order to accomplish our goal, the successful contractor must work with branded franchises and local businesses.

We also are seeking a contractor who will partner with local businesses to bring additional options to our campus to the extent that other food vendors may be invited to campus for special events designated by our administration.

GOALS

Colorado State University-Pueblo invites proposals for the management and operation of its food services on the University campus in Pueblo, Colorado, according to the information, specifications and requirements set out in this document. These specifications in this Request For Proposal are intended to preserve the integrity of the University's food service operation but not to restrict creativity or competition. Offerors are encouraged to recommend improvements and enhancements to the existing program to meet or exceed the requirements of this RFP.

Contract Period

The initial term of the contract resulting from this RFP will begin July 1, 2017, and shall continue for a period of five (5) years and may be renewed for up to five (5) additional one (1) year periods for a total number of years including all renewal periods not to exceed ten (10) years.

SECTION II
ADMINISTRATIVE INFORMATION

2. ISSUING OFFICE: This Request for Proposal (RFP) is issued for Colorado State University-Pueblo, by the Purchasing Department. This RFP is governed by the Colorado State University-Pueblo Procurement Rules in effect at the time of its issuance. The Purchasing Department is the SOLE point of contact concerning this RFP. All communication must be done through the Purchasing Department.
3. OFFICIAL MEANS OF COMMUNICATION: During the solicitation process for this RFP, all official Communication between the Purchasing Department and bidders will be via postings on Rocky Mountain E-Procurement System ("RMES") www.rockymountainbidsystem.com. The Purchasing Department will post notices, which will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning bidder. **It is incumbent upon bidders to carefully and regularly monitor RMES for any such postings.**
4. INQUIRIES: Bidders may make written inquiries via email concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Send all inquiries to:
Attn: Geraldine Trujillo-Martinez, Procurement Director
Colorado State University-Pueblo
2200 N. Bonforte Boulevard
Pueblo, CO 81001
g.trujillomartinez@csu-pueblo.edu
Fax: 719-549-2056
RFP No. CSU-Pueblo RFP 17-00001

Response to any bidder's inquiries will be published as a modification on RMES in a timely manner. Responses to inquiries may also be made in writing following a pre-proposal conference. Bidders should not rely on any other statements that alter any specification or other term or condition of the RFP.

Should any interested bidder, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Purchasing Agent of such matters immediately upon discovery.

5. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn by the bidder prior to the established due date and time.
6. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL: In the event that it becomes necessary to revise any part of this RFP, an addendum notice will be sent via the RMES system.
7. RFP CANCELLATION: The University reserves the right to cancel this Request for Proposal at any time, without penalty.
8. REJECTION OF PROPOSALS: The University reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of the University.

9. ACCEPTANCE OF RFP TERMS: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the bidder, or an officer of the bidder legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the bidder of all terms and conditions including compensation, as set forth herein. The bidder shall identify clearly and thoroughly any variations between its proposal and the University's RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
10. BIDDER AGREEMENTS: Bidders may submit proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the bidder desires to be included as part of the contract. Such forms may include bidder's software licensing agreements, maintenance contracts, and technical support agreements. By accepting delivery of these items, the University is not bound to accept them as part of an ensuing contract. The University may negotiate such supplemental terms and conditions that do not materially conflict with the contract terms and conditions detailed in this RFP and do not materially change the nature of this solicitation or adversely affect competition. If the parties do not agree on the inclusion of the supplemental terms and conditions, the University may: 1) enter into a contract with the apparent successful bidder without the agreements submitted by the bidder; or 2) such submission will be considered non-responsive and the University may enter into a contract with another responsive bidder. The University will not consider any terms and conditions that are not submitted with this proposal.
11. MINOR INFORMALITIES: Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The Purchasing Agent may waive such informalities or allow any bidder to correct them depending on which is in the best interest of the University.
12. ORAL PRESENTATIONS/INTERVIEWS: Bidders who are deemed most qualified, after initial evaluation, may be asked to make oral presentations and participate in the interview process. Such presentations and interviews will be at the bidder's expense.
13. CONFIDENTIAL/PROPRIETARY INFORMATION: The University neither requests nor encourages the submission of confidential/proprietary information in response to this Request for Proposal. Information submitted will be open for public inspection. However, written requests for confidentiality can be submitted to the Purchasing Agent provided that the submission is in strict accordance with the following procedures. This remains the sole responsibility of the bidder. The Purchasing Agent will make no attempt to cure any information that is found to be at a variance with this procedure. The bidder may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Purchasing Agent listed in this RFP.
 - a. A written request for confidentiality shall be submitted, by the bidder, with the proposal response package.
 - b. The written request will be enclosed in an envelope marked "Request for Confidentiality".
 - c. The written request must be accompanied by the information that is requested to be held confidential. Specific reasoning as to why each element is to remain

confidential, other than recitation of a specific state or federal statute, is required.

- d. Confidential/proprietary information must be separated out from the rest of bidder's response. Co-mingling of confidential/proprietary information and other information is not acceptable.
- e. The Purchasing Agent will make a written determination as to the apparent validity of any request for confidentiality. In the event the Purchasing Department does not concur with the bidder's request for confidentiality, the written determination will be sent to the bidder. Ref. CRS §24-72-201 *et seq.*, as amended, Public (open) Records.

Proposals that are determined to be at variance with this procedure may be declared non-responsive by the Purchasing Agent, and not given further consideration.

14. RFP RESPONSE MATERIAL OWNERSHIP: The University has the right to retain the original proposal and other RFP response materials for our files. As such, University may retain or dispose of all copies as is lawfully deemed appropriate. Proposal materials may be reviewed by any person after the "Notice of Intent to Make an Award" letter(s) has/have been issued, subject to the terms of CRS §24-72-201 *et seq.*, as amended, Public (open) Records. The University has the right to use any or all information/material presented in reply to the RFP, subject to limitations outlined in the clause, Confidential/Proprietary Information. Bidder expressly agrees that the University may use the materials for all lawful University purposes, including the right to reproduce copies of the material submitted for purposes of evaluation, and to make the information available to the public in accordance with the provisions of the Public Records Act.
15. PROPOSAL PRICES: Estimated proposal prices are not acceptable. The proposal price will be considered in determining the apparent successful bidder.
16. EVALUATION PROCESS: All proposals received by the due date and time will be reviewed by an evaluation committee. Proposals which are not received by the deadline will not be reviewed by the evaluation committee. The committee will determine the extent to which the proposals conform to the specifications set forth herein and will be evaluated according to criteria identified in this RFP. The following process will be used:
 - a. Proposals will be evaluated for completeness and compliance with the requirements of this RFP. The University reserves the right to reject those proposals that are incomplete. The University also reserves the right to waive what are, in its judgment, minor informalities or discrepancies. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual and technical requirements of the RFP. If the proposal is unclear, proposers may be asked to provide written clarification if it is in the best interest of the University to do so. The University reserves the right to reject those proposals that do not meet all the requirements.
 - b. The selection of "finalist" bidders will be determined by the evaluation committee independently scoring the proposals and then combining the scores and pricing information to determine the overall proposal score.
 - c. A limited number of bidders will be invited to participate in oral interviews. Bidders invited for interviews will be required to make a presentation in support of the proposal. Such presentations will be made to the evaluation committee.
 - d. The findings of the evaluation team will be summarized and the summary and award recommendation(s) will be forwarded to the University's Purchasing Department.

The Purchasing Department will review the recommendation and approve or reject the evaluation team's selection. The Purchasing Department, after review and approval of the

evaluation committee's written recommendation, will notify all bidders via a posting on the RMES system of the results of the RFP evaluation. The posting will be an announcement of the "Notice of Intent to Make an Award" which will name the apparent successful bidder.

17. **DISCUSSION WITH RESPONSIBLE BIDDERS AND REVISIONS TO PROPOSAL:** Discussions may be conducted with responsible bidders for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirement. All prospective bidders shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing bidders.
18. **PAST PERFORMANCE:** Each bidder's past performance may be reviewed as part of the University's overall evaluation. This evaluation will take into account past performance information submitted as a part of such bidder's proposal including but not limited to, information regarding predecessor companies, key personnel who have relevant experience, and subcontractors performing major or critical aspects of the service(s), if such information is relevant. Bidders without a record of relevant past performance or for whom information on past performance is not available will receive a neutral past performance rating. The University will consider bidder's performance on past or current University contracts with requirements similar to the University requirements for this contract. The University will consider information provided by bidder regarding any problems encountered on the identified contracts and any associated corrective actions.
19. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this proposal, each bidder, and in the case of a joint proposal, each party thereto, certified as to its own organization, that, in connection with this procurement:
 - a. Prices in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Further, each person signing the Request For Proposal form of this proposal certified that:

- d. He / She is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (a) through (c) above; or
- e. He / She is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a) through (c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (a) through (c) above.

A proposal will not be considered for award where (a), (c), (d) or (e) above has been deleted or modified. Where (b) above has been deleted or modified, the proposal will not be

considered for award unless the bidder furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

20. **CONFLICTS OF INTEREST.** Bidder avers that to his/her knowledge, no Colorado State University-Pueblo employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS §24-18-201 and CRS §24-50-507.

The signatory hereto avers that he/she is familiar with CRS §18-8-301, *et seq.* (Bribery and Corrupt Influence) and CRS §18-8-401, *et seq.* (Abuse of Public Office) as amended, and that no violation of such provisions is present.

21. **TAXES:** Colorado State University-Pueblo, as purchaser, is exempt from all federal excise taxes under Chapter 32 and 33 of the Internal Revenue Code and from all state government use taxes [Ref. CRS Chapter 39-26.114(a)]. University's State Sales Tax Exemption Number is 98-00585. Bidder is hereby notified that when materials are purchased in certain political subdivisions the bidder may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

22. **INSURANCE:** The successful bidder shall procure, at its own expense, and maintain for the duration of the work, the following insurance coverages; the University shall be issued certificates as an additional insured.

A. **Standard Workers' Compensation and Employers' Liability** as required by State statute including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.

B. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$2,000,000 general aggregate;
- c. \$2,000,000 products and completed operations aggregate;
- d. \$50,000 any one fire; and
- e. Per Project general Aggregate Limit; and
- f. A waiver of subrogation in favor of Colorado State University-Pueblo

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the successful bidder shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the University a certificate or other document satisfactory to the University showing compliance with this provision.

C. Automobile Liability Insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

D. Professional liability insurance with minimum limits of liability of not less than \$1,000,000 **may** be required for certain contracts.

E. Other insurance as may be required by law, or in a specific solicitation. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the University.

- F. The Board of Governors of the Colorado State University System acting by and through Colorado State University-Pueblo, a division of the State of Colorado shall be named as an **additional insured** on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by Colorado State University-Pueblo.
- G. Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days' prior notice to the University by certified mail.
- H. Successful bidder will require all insurance policies in any way related to the contract and secured and maintained by any successful bidder to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the Board of Governors of the Colorado State University System, Colorado State University-Pueblo, its officers, agents, employees and volunteers.
- I. Successful bidder shall provide certificates showing insurance coverage required by any contract to the University within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the successful bidder shall deliver the University certificates of insurance evidencing renewals thereof. At any time during the term of the contract, the University may request in writing, and the successful bidder shall, within 10 days, supply to the University, evidence satisfactory to the University of compliance with the provisions of this section certificate(s) of adequate insurance coverage and endorsement(s) of additional insured coverage. Copies of the insurance certificate can be faxed and should be followed by the hard copy of the certificate being mailed to CSU-Pueblo's Purchasing Office. The Additional Insured portion should read as follows:

Colorado State University-Pueblo, Director of Purchasing
2200 N. Bonforte Boulevard
Pueblo, CO 81001
Phone: (719) 549-2054
Fax: (719) 549-2056

- 23. NON-DISCRIMINATION: The bidder shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.
- 24. PARENT COMPANY: If a bidder is owned or controlled by a parent company, the main office address and parent company's tax identification number shall be provided in the proposal. Tax identification number provided must be that of the bidder responding to the RFP.
- 25. AWARD OF CONTRACT: The award will be made to that bidder whose proposal, conforming to the RFP, will be the most advantageous to the University, price and other factors considered. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the University may elect to cancel the "Notice of Intent to Make an Award" letter and make the award to the next highest ranking bidder, cancel the solicitation, or make such other disposition or award as the University deems most advantageous.

26. **PROTESTED SOLICITATIONS AND AWARDS:** Any actual or prospective bidder or unsuccessful contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the University's Executive Director of Purchasing & Contracts. The protest must be submitted in writing within seven (7) working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Ref Section IX Disputes and Remedies, of the Colorado State University-Pueblo Procurement Rules, available at the following link:
<http://www.csupueblo.edu/Purchasing/PoliciesandProcedures/Documents/ProcurementRules.pdf>

With regard to the emphasized language above, it is important for bidders to note that a challenge to the solicitation's requirements or specifications must be made within seven (7) working days of when the protestable item is known.

Announcement of the Notice of Intent to Award will be made via a posting on RMES. The requirement for timely submission of any protest (7 working days) will begin on the first working day following posting of the award notice on RMES.

If the bidder is unable to access the Colorado State University-Pueblo Procurement Rules cited above, bidder may contact the Purchasing Agent to obtain a copy.

27. **ACCEPTANCE OF PROPOSAL CONTENT:** Contents of the proposal (including persons specified to implement the project) of the successful bidder will become contractual obligations if acquisition action ensues. Failure of the successful bidder to accept these obligations in a contract, purchase order, or similar authorized acquisition document may result in cancellation of the award. Under these conditions, the University reserves the right to enter into negotiations with the next ranking bidder on the same terms and conditions as set forth in the Request for Proposal or make such other disposition of award as the University deems most advantageous.
28. **FORM OF THE CONTRACT:** A condition of the bidder's response is that any contract resulting from the award to the successful bidder shall be in the form required by current Colorado statutes, fiscal rules and Colorado State University-Pueblo Procurement Rules. This contract will include all such terms and conditions required by these statutes and rules. In the event that the bidder's forms (or parts of forms) are included as attachments or exhibits in a final contract, the bidder agrees that where there are contradictions or inconsistencies, the terms of the contract shall always supersede, manage, and control those of any such attachment or exhibit. Further, the terms of the RFP and of the successful bidder's response to the RFP (the "Response") shall be incorporated into a final contract, with the contract taking precedence over either the RFP or the Response, and the RFP taking precedence over the Response in the event the documents conflict.

Also, the contract will state that Colorado law shall govern the contract and that the bidder must agree to indemnify the University. A commercially reasonable version of the following language shall appear in the contract:

"The bidder shall indemnify, save, and hold harmless the State of Colorado and University, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the bidder, or its employees, agents, subcontractors or assignees pursuant to the terms of this contract."

The University is precluded from indemnifying any parties, including bidders.

Also the contract shall include the “Special Provisions” which are required pursuant to Colorado State University-Pueblo Fiscal Rules. The “Special Provisions” are incorporated into this RFP as Attachment F.

29. **INCURRING COSTS:** The University is not liable for any cost incurred by bidders prior to issuance of a legally executed contract, purchase order, or other authorized acquisition document. No property interest, of any nature shall accrue until a contract is awarded and signed by all concerned parties.
30. **NEWS RELEASES:** Neither the University, nor any bidder, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval.
31. **CONTRACT CANCELLATION:** The University reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the successful bidder.
32. **ASSIGNMENT AND DELEGATION:** Except for assignment of antitrust claims, neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.
33. **AVAILABILITY OF FUNDS:** Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the University.
34. **PAYMENT TERMS:** The University’s standard payment term is Net 30. Prepayments for services shall not be made by the University unless expressly identified within the successful bidder’s RFP proposal, and agreed to by the University.

SECTION III
SCOPE OF WORK

1. Colorado State University - Pueblo, hereinafter referred to as University, invites Food Service contractors, hereinafter referred to as Contractor, to submit proposals for the purpose of providing exclusive food services at Colorado State University - Pueblo, in accordance with the terms of the specifications within this request for proposal, hereinafter referred to as RFP.
2. Contractor shall have the use of the premises for operating food services as an independent contractor. Contractor's use of the aforementioned premises shall be on a non-exclusive use basis. The initial term of the contract resulting from this RFP will begin July 1, 2017, and shall continue for a period of five (5) years and may be renewed for up to five (5) additional one (1) year periods for a total number of years including all renewal periods not to exceed ten (10) years.
3. University may terminate this contract by giving ninety (90) days written notice of intent to cancel at any time.
4. Contractor may terminate this contract only on its anniversary date by giving ninety (90) days written notice of its intent to cancel.
5. A contractor shall be selected on the basis of the proposal, which is, in the opinion of the University, the most advantageous when all factors are considered.
 - a. University shall consider, but not necessarily be limited to, service, cost, food quality, proposed renovations and new equipment, references, experience, catering, menu variety, management, financial solvency, and the ability to perform efficient, economical operations, as well as other relevant factors that the University may deem to be important.
6. There will be a Mandatory Pre-Bid Meeting on November 4, 2016, @11:00 AM (MST) in the ASG Chambers, Occhiato University Center, Room #201.
7. A follow-up meeting shall be conducted immediately following the Pre-Bid Meeting and tour. This shall occur at approximately 12:30 p.m. in order to answer any questions or to provide any additional information.
8. Bidders will be permitted to visit the campus with prior notification to the University by contacting the Director of Procurement. No other arrangement for visiting the campus shall be permitted.
9. Certain minimum financial and experience requirements are included in the information sheets. These requirements must be met in order for a bid proposal to be considered.
10. A contractor who is unable to qualify with the minimum requirements shall be disqualified.
11. Failure to submit and answer all questions on the information sheets may be cause for disqualification of the bidder.
 - a. The answers to the questions contained on the information sheets shall be held confidential as applicable per the laws of the State of Colorado.

- b. The University reserves the right to investigate thoroughly the financial status, technical experience, and record of the Contractor stated on the information sheets or attachments thereto.
 - c. If the space provided is inadequate to fully give the information required to any question, attach separate sheets and make reference to them at the appropriate place.
 - d. Bidders may replicate all forms so that questions may be more easily answered and information more completely provided. Bidders are requested to maintain format for consistency in evaluation.
 - e. Any other information that bidders may wish to submit about their company shall be appreciated.
 - f. Any additional Contractor proposals shall be appreciated and welcomed.
12. Colorado State University-Pueblo has instituted a two year live on requirement for its students. Also, the Occhiato University is currently being renovated. The renovation will include a new location of the cafeteria and food court. To that end Colorado State University-Pueblo seeks a contractor with “outside the box” vision for the future. We are seeking a contractor who can bring the outside world to our campus with brand name recognition and other possibilities to provide up to date amenities to our customers 24/7. In order to accomplish our goal the successful contractor must work with branded franchises and local businesses.

We also are seeking a contractor who will partner with local businesses to bring additional options to our campus to the extent that other food vendors may be invited to campus for Special Events designated by our administration.

13. Bidders are encouraged to describe any innovative and creative elements of their program that are particularly applicable to the University.
14. Sample Menus, menu cycles, and other information which shall be considered in awarding the contract, shall be submitted for the following operations as an appendix to the Bid proposal:
- a. Residence Hall Meal Plan
 - b. Food Court
 - c. Catering
 - d. Pavilion
 - e. Athletic Concessions
 - f. Café Libro
 - g. Food Truck (s)
 - h. General Classroom Building Coffee Lounge
 - i. Bistro
15. The contractor shall honor the specific commitments of menus, prices, etc. made by the contractor prior to the beginning of this contract in areas such as but no limited to Catering, Conferences, and Summer Session rates.
16. The University is concerned about the use of food containers that are not recyclable. Bidders shall address what programs they will use to recycle.
17. It is the responsibility of Contractor submitting the bid to become fully acquainted with the conditions to be found at the University, including but not limited to the legal tax requirements, costs and purchases involved in operating a food facility in the city of Pueblo

and the State of Colorado. This responsibility also includes the requirements of local health standards, applicable minimum wage and OSHA standards.

18. Statistical information concerning the University shall be found in Appendix A.
19. The closing date for receipt of proposals shall be Monday, December 5, 2016 @ 2:00 PM.
20. During the term of the Contract, it shall be understood that the Director of Auxiliary Services shall be the University's liaison. If there is a change, the contractor shall be notified.

PREMISES

1. Contractor shall have the use of the following facilities located in the Occhiato University Center and across campus for Dining Service purposes:
 - a. Kitchens
 - b. Occhiato Center Pack Café
 - c. Occhiato Center and Food Court Kitchens and Serving Areas
 - d. Pavilion
 - e. Café Libro
 - f. Designated Storage Areas
 - g. Food Truck(s)
 - h. General Classroom Building Coffee Lounge
 - i. Bistro
 - j. Massari Arena
 - k. Rawlings Field
 - l. Softball fields
 - m. Gonzales Soccer/Lacrosse stadium
2. Subject to negotiation, Contractor may be allowed to operate any future dining service facility that may be constructed or operated by the University during the period of time the contract is in force.
3. Notwithstanding the above provisions, the University reserves the right to use the said premises and facilities for meetings and other functions whenever meals are not being served. In such instances, if additional custodial services are necessary, the University reserves the right to hire its own personnel in performing such services.
4. University shall furnish offices to the Contractor located near the kitchen area of the Occhiato University Center with the following office furniture and equipment for the exclusive use of the Contractor:
 - a. Eight (8) desks
 - b. Ten (10) file cabinets
 - c. Seven (7) chairs
5. Contractor shall provide any office machines necessary to the management of food services, including but not limited to typewriters, electronic calculating machines, and computers as well as pay for all telephone and network connections.
6. Contractor shall take reasonable and proper care of the office area and its equipment and shall return them to University at the termination of this Contract in good condition, ordinary wear and tear expected.

OPERATION AND SERVICE

1. Contractor shall have the right to operate on the premises as an independent contractor for the term of the contract for the following purposes:
 - a. To prepare and serve meals for the students, staff, officers, and faculty of the University at Contractor's expense.
 - b. To prepare and serve meals to the guests of the persons mentioned above when so required.
 - c. To prepare and serve food and beverages that are required for third party functions, including catering and conferences.
 - d. To stock and sell food and other related items if financially feasible except as hereinafter provided.
 - i. Contractor agrees that University has the right to approve all such items.
 - ii. Contractor agrees to cease the sale of all such items upon request by University.
 - e. To Manage and administer the sale of 3.2% beer or other related beverages in possible future locations. The successful bidder will also be required to acquire a full liquor license for use on campus.
 - i. Contractor shall possess knowledge of all State and Local Statutes and University Policies pertaining to such sales.
 - ii. Contractor agrees to cease the sale of all such items upon request by University.
2. Merchandise in Stock
 - a. Contractor agrees to purchase all food and supplies of the previous Contractor and the University at a fair market price.
 - b. If the Contract is terminated by either party for any reason whatsoever, the University agrees to either purchase all usable and saleable food and supplies in stock or stipulate in the Contract with the new Contractor that the latter shall purchase said food and supplies at a fair market price.
 - i. Fair market price shall be defined as the price established by representatives of wholesale companies that normally service the University, or from most recent invoices of said items or supplies.
 - iii. If above noted food and supplies exceed a normal thirty-day supply, it shall be the option of the successor contractor and/or the University to purchase or not to purchase the excess portion.

MEAL PLAN OPERATIONS

1. All students living in the Residence Halls are currently required to purchase a Meal Plan.
2. Contractor shall provide a food court or similar to Meal program.
3. Contractor shall use menus and recipes prepared by a dietician who is certified, registered, or licensed by the American Dietetics Association or other appropriate agency.
 - a. Contractor may propose other resources for menus and recipes in order to better serve the needs of the Meal Plan participants.
 - b. A copy of each menu cycle shall be submitted to liaison official of the University as well as be posted in the Pack Café.
 - c. A minimum of a four-week menu cycle shall be required by University.
 - d. Minimum requirements for Meal Plan menus are provided in Appendix B.

4. Contractor shall maintain a high standard of product quality control and unlimited quantities of all food and beverages (including milk), except as outlined under seconds policy.
5. All food shall be garnished for attractive presentation whenever possible.
6. Serving lines are to be well stocked throughout the entire service. The last Meal Plan Student shall be offered the same array of choices as the first.
7. A minimum of eight (8) Theme Dinners; four (4) per semester Monday through Thursday, such as holiday dinners, shall be served during the regular academic year. Special menus, decorations, etc., shall be used to achieve a festive atmosphere. Examples of such dinners are:

a. Oktoberfest	f. Valentine's Day
b. Halloween	g. Graduation
c. Thanksgiving	h. Hispanic Celebration
d. Christmas	i. Black History
e. Easter	j. International
8. Monotony-breaker type meals and snacks shall be served in addition to the above special dinners.
9. Special entrée nights shall be provided weekly inclusive of Theme Dinners in #7 above, once each week during regular academic year, Monday through Thursday. Examples of such special nights are:
 - a. Carved Roast Beef
 - b. London Broil
 - c. Seafood Platter
 - d. Rock Cornish Hens
 - e. Steak shall be served every other week, alternating with other special entrees. If possible, steak shall be grilled outdoors. Contractor may adjust the requirement with approval of University.
10. Seconds Policy and Unlimited Servings
 - a. Unlimited services shall be available to all Meal Plan and cash customers in the Columbine Café except on the weekly special entrée night. Entrees shall be served one at a time, but customers may return for additional services.
11. Special Diets
 - a. Contractor shall provide special diets for students when prescribed in writing by a physician. If the cost of the special diet exceeds the normal contract cost, the student shall be responsible for paying the difference.
 - b. A vegetarian entrée shall be available at all meals.
12. Hot Dogs/Hamburgers
 - a. Contractor shall serve hot dogs and hamburgers at lunch, dinner, and brunch, in addition to the regular menu.
 - b. Hamburgers shall be made to order.
13. Continental Breakfast
 - a. Contractor shall serve a Continental Breakfast (juice, fruit, cereal, assorted pastries, rolls, bagels, and toast) for a period of one hour following the regular breakfast, Monday through Friday.

14. Food Court Hours
 - a. For those periods of time not included on the resident dining calendar, La Cantina and other locations across campus shall be open on days and hours determined by mutual agreement between University and Contractor.

15. Carry-Out Service
 - a. Students on Meal Plan who are scheduled and required to take field trips, research assignments, sport events, etc., off campus shall be provided box or sack lunches on written request at least 24 hours in advance.
 - b. Contractor shall provide carryout sick tray service as requested by Meal Plan Students or by Resident Life Staff.
 - c. Contractor shall provide sack meals or carryout boxes to meal plan students that may have class that conflicts with scheduled meal times.
 - d. Contractor shall maintain flexibility in providing carryout service.

16. An Ice Cream Sundae Bar shall be offered at least ten (10) times per semester.

17. Contractor shall provide pick-up snack service, at least twelve (12) times during the regular academic year for programs being conducted by residence hall staff in the Residence Halls.

18. The Contractor shall serve Meal Plans in the Pack Café' according to the following schedule:

Breakfast (Monday-Friday)	7:15a.m.-9:30a.m.
Continental Breakfast (Monday-Friday)	9:30a.m.-11:00a.m
Lunch (Monday-Friday)	11:00a.m.-2:30p.m.
Late Lunch	2:30p.m. – 5:00p.m.
Brunch (Sat. Sun. & Holidays)	10:30a.m.-1:30p.m.
Dinner (Monday-Friday)	5:00p.m.-7:15p.m.
Dinner (Friday, Saturday & Sunday)	5:00p.m.-6:30p.m.

Hours of operation may be mutually amended by Contractor and University.

19. The Contractor should provide an alternative proposal to the above for Meal Plan Students and other café customers which may include anytime Dining from 7:00a.m.-7:15p.m., Monday through Friday.

CASH OPERATIONS

1. Food Court Operation
 - a. While the resident dining calendar is in effect, during the regular academic year La Cantina shall operate during the following hours:

Monday-Thursday	8:00a.m.-10:00p.m.
Friday	10:30a.m. - 5:00 p.m.
Saturday & Sunday	Closed- Except for special events to be determined by mutual agreement.

2. The Pavilion, Café Libro, Bistro and General Classroom Building
 - a. The Pavilion, Café Libro, Bistro and General Classroom Building shall be open during the regular academic year.
 - b. Hours of operation shall be determined by Contractor with approval by University.

3. Food Trucks
 - a. The Food Truck(s) shall be open during the academic year and while the renovation of the Occhiato University Center is occurring.
 - b. Hours of operation shall be determined by Contractor with approval by University.

3. University and Contractor may mutually amend days and hours of operations of all cash operations.
4. Contractor shall implement the use of major credit cards within all operations as determined by University and Contractor.
5. University shall provide a minimum six (6) cash registers. The current equipment is Micro registers with CBORD connections.
6. Catering
 - a. Contractor shall operate a complete Catering Service throughout the calendar year.
 - i. The catering department should consist of a full time catering manager and sufficient wait staff.
 - ii. The catering department will be expected to manage the logistics of catered events which may include proper linens, up to date and flexible menu and assistance with catered event planning and budgeting.
 - b. Contractor shall provide, at no cost to University, meals for the Board of Governors at least two (2) times per year. The meals shall include continental breakfast or a regular breakfast, and a lunch.
 - c. Contractor shall provide a donation of approximately \$10,000, towards the purchase, preparation, and serving of the annual Presidents Scholarship GALA.
 - i. The amount shall be based upon actual cost to Contractor.
 - ii. Contractor shall bill the University the actual cost exceeding the donation.
 - d. Contractor shall be a sponsor at the annual CSU-Pueblo annual fund raising golf tournament, at an annual cost of approximately \$2,000.
 - e. Contractor to provide 35-45 residence life staff members with free meal plans for each semester.
 - f. Contractor shall implement pre-season meals, at a reasonable price to be agreed upon, for athletes and other designated students in the fall and spring. During breaks, when classes are not in session, contractor will provide meals at a reasonable price to be agreed upon.
 - g. Residence Life & Housing requests to utilize outside vendors for programming with in University Housing.

SUMMER SESSION SERVICE

1. Students living in the Residence Hall during the Summer Sessions and employees may purchase Thunderbucks as no meal plans are available.
2. Cash operations shall be available as needed and mutually agreed upon between Contractor and University.
3. Conferences are regularly scheduled and often require a full program of Pack Café meals and catering. The number of participants varies depending on the conference, but daily counts often total 200 to 600.

FOOD SPECIFICATIONS AND PURCHASE GUIDELINES

1. Food Specifications (Minimum Standards)
 - a. See appendix B
 - b. The specifications from the State of Colorado Purchasing Department, if available, shall be the minimum standards accepted for all food products not specifically listed in these specifications.

- c. The use of “textured vegetable protein” (TVP) is only allowed with approval of the University.
2. HACCAP Guidelines shall be used by Contractor if they relate to food specifications.
 3. Pouring Rights Contract
 - a. University does have a “Pouring Rights” contract with a beverage vendor.
 - b. Contractor shall be required to operate within the policies established by University and Vendor.
 - c. University shall communicate with Contractor to minimize any negative impact.
 4. Local Vendors
 - a. Contractor shall purchase a percentage (approximately 20%) of food items that are available from local purveyors as suggested by the University.
 - b. Quality and Price of Products shall be considered by Contractor in the process of making local food purchases.

SERVICE AND HOUSE POLICIES

1. Pack Café
 - a. Contractor agrees to provide meals as per the terms and conditions of this RFP to all students participating in the Meal Plan Programs in accordance with the Meal Plan selected.
 - b. Contractor agrees to provide meals in the Occhiato Center’s Pack Café to students, faculty, staff, and guests on a casual meal basis.
2. Special Services and Service Area
 - a. Food Court
 - i. Food Court area will be completed as part of the renovation of the Occhiato University Center.
 - ii. Service in the above area shall be a la carte or in a combo meal format when appropriate.
 - ii. Area shall be maintained during business hours as described in Section III.
 - b. Catering and Refreshment Services
 - i. Catering and Refreshment Services shall be provided in accordance with mutually agreed upon policies and procedures seven (7) days per week.
 - ii. Prices for catering and Refreshment services shall be established by mutual agreement between Contractor and University.
 - iii. Imitation or artificial based food items shall be used at a minimum especially in Catering. Such items may include but are not limited to powdered creamer, non-dairy creamers, etc.
 - c. Athletic Concessions
 - i. The Contractor shall provide concessions for Intercollegiate Athletics (Men and Women) and Athletic Meets.
 - ii. The latter shall occur at the request of the Athletic Department.
 - iii. Contractor shall place emphasis on the promotion of specialty items or products unique to the concessions industry. This shall be in addition to a basic menu of beverages, popcorn, candy, hotdogs, sandwiches, etc.
 - iv. Contractor shall cooperate with the Athletic Department in the purchase and sale of corporate sponsored products.
3. University Calendar
 - a. University shall provide Contractor with a University Calendar detailing all beginning dates, ending dates, holidays, etc.

- b. It is understood that all calendars are subject to change.
4. Dining Services Calendar
- a. University shall provide a Dining Service Calendar to Contractor.
 - b. The Dining Service Calendar shall be subject to modification by mutual agreement.
 - c. The regular academic year Meal Plan Program is approximately 220 days in length.

MARKETING

- 1. Contractor shall be responsible for campus advertising and promotional efforts to further the visibility and image of its service. This will include all social marketing and use of a website that has current information regarding hours and menus at all food service locations.
- 2. Contractor shall utilize the logo developed by Auxiliary Services as its identity in areas, including but not limited to printed media, catering guides, informational packets, trays, drink cups, uniforms, and name tags.
 - a. The University shall provide necessary artwork for implementation of #2.
- 3. Contractor shall be responsible to initiate ideas for product merchandising, promotion and “special” presentations to increase utilization, service, and revenue.
- 4. Contractor shall prepare and print a promotional brochure for the purpose of describing the various dining services operations, especially to Meal Plan Students.
- 5. Contractor shall prepare and print a “Catering Guide.”
- 6. University suggests that its Contractor consider cooperative programs with its vendors so that drink cups shall be printed with Dining Service Logo.

OPERATIONAL EXPENSES

- 1. Operation Expense-Contractor
 - a. Contractor shall at its own expense bear any and all costs for the operation of dining services, except those hereinafter expressly provided by University and shall pay in addition to the commission set forth in the bid quotation hereof, any and all other costs and expenses connected with Contractor’s use of the premises, facilities and rights granted, including but not limited to the following:
 - i. Raw food and products
 - ii. Labor, benefits, compensation and insurance
 - iii. Supplies including paper, plastic, foam, tableware, cleaning agents for dishes, flatware, pots, pans, janitorial equipment, cleaning and sanitizing agents, and office supplies.
 - iv. Office expenses including telephone expense, postage, printing, photocopying, etc.
 - v. Licenses and permits required by law
 - vi. Health examinations of employees as required
 - b. Contractor shall be responsible for expenses, including but not limited to use of paper products resulting from malfunction of equipment such as a dishwasher.
 - c. Contractor shall furnish appropriate uniforms for its employees.
 - i. Food Services shall be responsible for maintaining uniforms of all its employees.
 - ii. Contractor shall assume all expenses for laundering or dry cleaning of linens, etc. used in its operation of dining services.
 - d. Motor Vehicle use and expenses

- i. Contractor shall be responsible for providing a motor vehicle for the purpose of transporting food outside of the Occhiato University Center
 - ii. University shall be reimbursed for use of University vehicles, if available, at a rate to be determined by both Contractor and University.
 - iii. Contractor shall provide qualified personnel to operate motor vehicle(s).
 - iv. Contractor shall provide personal liability and property damage insurance in the amounts required by State Statutes and shall provide evidence of such insurance, naming the State of Colorado and University as additional insured, to the University.
- e. Maintenance and janitorial services
Contractor shall provide daily housekeeping, cleaning, maintenance and sanitation service, including equipment and supplies for all dining service equipment and areas which shall include, but not be limited to the following:
 - i. Production kitchens
 - ii. Serving areas
 - iii. Hoods and filters
 - iv. Refrigerators
 - v. Freezers
 - vi. Receiving and storage areas
 - vii. Trash-garbage rooms
 - viii. Walls
 - ix. Ceilings
 - x. Tables and Chairs
 - xi. Dish and scrape rooms
- f. HACCAP Guidelines shall be applied by Contractor as applicable to operations.
- g. Contractor shall maintain an inventory of small expendable items, including replacement of lost, worn or broken pots, pans and cooking utensils, lost, stolen, chipped or broken china, glassware, silverware, trays, glass and cup racks and other movable kitchen and serving equipment furnished by University. Any change of pattern, type of product, etc. shall be done only with the approval of University.
- h. Table top set up and cleaning for all catered events.
- i. Contractor shall pay the University \$35,000 per year for general maintenance of equipment. This may be paid in a lump sum or installments as agreed upon between Contractor and University.
- j. Additionally, a 3% increase will be added each year to cover increased cost of labor and materials.

2. Operation Expenses- University

- a. University shall be responsible for the following:
 - i. Maintenance, repair and replacement of heavy kitchen and serving equipment whether movable or non-movable.
 - ii. Necessary dining room and auxiliary furnishings and furniture.
 - iii. Initial inventory of small expendable items- pots, pans, cooking, utensils, china, glassware, silverware, trays, and all other movable kitchen and serving equipment and to provide additional inventory as necessary for additional students.
 - iv. Placement and/or take-down of tables, chairs, and other equipment; cleaning, mopping, stripping, waxing, sealing of floors for all catered events in the Ballroom.
 - v. All utilities to operate the dining service facilities. Utilities to include heat, air conditioning, electricity, steam, refrigeration, and hot and cold water.
 - vi. Maintenance including repairs of major plumbing and wiring and all other building repairs.

- vii. Maintenance, replacement, and cleaning of draperies, windows, and light fixtures.
- viii. Trash and garbage removal.
- ix. Extermination services.
- x. Preventative maintenance, of building and equipment.
- xi. Painting, redecorating and major renovation of facilities.
- xii. Furnishing and maintaining fire equipment and supplies.
- xiii. Periodic cleaning of hood ducts, plenums, and related vents and fans.

PERSONNEL

1. Contractor agrees that University may interview, review, and approve Contractor's proposed General Manager of Food Services, Catering Manager, Retail Manger and Executive Chef to their placement within Food Services operation.
 - a. The General Manager of Food Services shall be of the highest caliber and experience.
 - b. University shall require that at least one member of the on campus management team has extensive catering experience. This background may include either graduating from a Culinary Arts Program or professional experience in a diverse catering environment.
 - c. The Contractor will employ a registered dietitian or nutritionist who shall review all the menus at the beginning of each semester. The Contractor will also make available regular access to a registered dietitian or nutritionist to meet with students no fewer than two (2) times per year to train and assist students in nutritional education. This would supplement a fully implemented nutritional information program.
 - d. The Contractor will assign for duty at the University only employees acceptable to the University. The University must approve assignment of personnel and no changes in management personnel will be made without prior consultation and consent of the University Management personnel are defined as the General Manager of Food Services, Executive Chef/Production Manager, Retail Manager, and a Catering Manager. The University will also be consulted and advised prior to changing personnel at lower levels.
2. Company employees will strictly adhere to University regulations regarding personal behavior. Specifically, the use of tobacco products, alcohol, illegal substances, foul language, or lewd or suggestive language is strictly prohibited when on campus or in the company of students whether on campus or off.
3. The Contractor must provide sufficient personnel to ensure prompt service to patrons and must have adequately trained relief personnel to substitute for absent regular employees.
4. The Contractor's employees will maintain professional attitudes, congenial atmosphere, and decorum in all food service locations.
5. Contractor shall initially employ a General Manger that is compensated at the average wage for an institution the size of the University. The Association of College Unions International and the College and University Personnel Association publishes average compensation during the Spring of each year.
6. University shall have the right to approve all persons employed by Contractor in the execution of this contract.

7. Contractor shall at all times maintain on duty adequate staff of employees for sufficient operation and shall provide expert administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision.
8. Colorado State University-Pueblo Food Services are managed by the Contractor, but the University officials assigned operational responsibility for food services are daily participants in the preparation, taste, presentation, and evaluation of food service. Contractors are cautioned that a rigid, decentralized, management concept, which defers its decisions to a regional or national office, will not be tolerated. In furtherance of the University's participation in food service, the University reserves the right to offer input in the job performance of the Contractor's employees.
9. Contractor shall offer at present salaries, on a fair-trial basis employment, to those dining service employees, except management, who are presently employed on a full-time basis.
 - a. Contractor shall not be required to retain those employees who do not meet Contractor's standards or those who are in excess of the number required for efficient operations.
10. Contractor reserves the right to discharge any of its employees if their services are unsatisfactory or unnecessary. In addition, the University reserves the right to require the replacement of any management personnel because of operating difficulties determined to be the result of inferior on-site management.
11. Employment of Student Personnel
 - a. Contractor shall employ students attending the University whenever possible.
 - b. Contractor may be able to obtain a minimal number of students on Colorado of Federal Work Study.
 - c. Student employees shall be compensated in full for the work performed for Contractor.
 - d. University shall not permit Meal Plan in lieu of pay.
 - e. Students employed by Contractor shall be paid in accordance with the current student employee policy of the University.
12. Contractor shall require all personnel handling food to comply with any and all Federal, State, and local rules, regulations, laws, etc.
13. The Contractor must schedule and conduct an on-going employee training program, which will ensure that all employees perform their jobs with the highest standards of efficiency, courtesy, and sanitation. All training programs shall be submitted to the University for prior review and approval.
14. Contractor shall adhere to HAACP guidelines as they pertain to all employee operations.
15. Contractor shall be required to be in full compliance with all Federal and State Statutes including but not limited to wage and hour laws, social security benefits and affirmative Action/Equal Opportunity requirements for all its employees engaged in the performance of any contract resulting from this RFP. Contractor further agrees to meet all requirements that may be specified in regulations now or hereafter promulgated by Colorado State University-Pueblo administrative officials. Those costs shall be a direct cost of operation
 - a. All compensations and benefits due employees shall be paid by Contractor. University shall in no way be financially, legally, or otherwise liable for payment of compensation or benefits to Contractor's employees.

16. The Contractor shall provide all employees, whether full or part-time with clean uniforms daily that cover street clothes. The Contractor shall provide all work study or student workers with uniforms that must be worn while on duty consisting of no less than a professionally designed and produced polo shirt and cap. The University believes that a properly attired professional and student staff is an important and necessary ingredient in projecting an image of quality.
17. Contractor shall agree to hold University, the Board of Governors and the State of Colorado harmless from any claim arising out of Contractor's failure to observe any applicable Federal, State or local laws, ordinances or regulations; and further, to hold University harmless from any claims for personal injury, product liability, or property damage arising from Contractor's negligent acts or omissions in rendering services under the terms of this agreement, provided University shall notify Contractor of any such claim asserted against University in writing as soon as practicable, and Contractor shall have the right to defend and/or settle any such claim or any suit arising be reason thereof, as Contractor deems expedient.
18. Colorado State University-Pueblo does not diminish the level of talent and expertise it has labored so long to produce and cause to be assigned to the food service operation. The above paragraphs describe those minimum characteristics the University will accept in personnel, which the contractor proposes to assign for duty on the campus. No change in the organization chart shall be permitted without the University's approval.

NON-DISCRIMINATION

1. Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, or handicap, with regard to, but not necessarily limited to the following:
 - a. Employment
 - b. Upgrading
 - c. Demotion
 - d. Transfer
 - e. Lay-offs or terminations
 - f. Rates of pay or other forms of compensations
 - g. Selection for training
2. Any bidder who is in violation of this clause shall be barred forthwith from receiving awards of any Contract from the University, unless a satisfactory showing is made that discriminatory practices have been terminated and that a recurrence of such acts is unlikely. The above non-discrimination clause is applicable to all Bidders and all Contractors.
3. Contractor shall have on file with University a copy of its current Affirmative Action Policy.
4. A full description of the Contractor diversity plan, implementation and application to Colorado State University-Pueblo shall be submitted with the response to this RFP.

UNIVERSITY/CONTRACTOR RELATIONSHIPS

1. Performance Survey

- a. Contractor shall conduct a continuing program of inquiry into student needs and attitudes toward the food services and shall be responsive to reasonable requests. This will include at least two focus groups a semester.
- b. Contractor shall conduct semiannual surveys pertaining to menus and service. The survey should include but not be limited to questions about the following items:
 - b. Variety
 - c. Selection
 - d. Flavor
 - e. Appearance
 - f. Color
 - g. Texture
 - h. Nutritional Value
 - i. Sanitation
 - j. Public Relations, etc.
- c. Prior to conducting the surveys the formats shall be reviewed with University.
- d. The results of all surveys shall be made available to University.

2. Staff and Committee Meetings

- a. Contractor staff shall meet with student groups and organizations, upon request, to discuss the dining service program.
- b. Contractor shall be a participating member of dining service committees. Other members of dining service committees may include but may not necessarily be limited to, the Director of Auxiliary Services and the Director of Housing and Residence Life.
- c. Dining Service Committees shall consider the following:
 - i. Performance Surveys
 - ii. Discuss Menus
 - iii. Festive Meal Policies
 - v. Serving Policies
 - vi. Trends
 - vii. Manager and Staff Performance
 - viii. News of the food service industry
 - ix. Etc.
- d. As a result of the above meetings, University may request various changes in Contractor's menus, serving policies, etc.
- e. Contractor shall be required to initiate requested changes whenever possible.
- f. All changes are subject to final approval of University.
- g. Contractor's cooperation in the above shall weigh greatly in determining overall Contractor performance.
- h. Meetings shall occur as often as deemed necessary by University, students, or Contractor.
- i. Contractor will attend Auxiliary Services Staff Meetings and other University Meetings as deemed necessary by University.

3. Management Evaluation

- a. Contractor shall provide a method for annual performance evaluation of the Food Services General Manager twice a year.
- b. The results of the above noted evaluation shall be provided to University.
- c. The evaluation shall encompass at least the following:
 - i. The manager's relationship with students.
 - ii. The manager's relationship with the administration, staff, and faculty of the University.

REPORTS

1. Operating Statements
 - a. Contractor shall submit to University a weekly and monthly operating statement using Operational Report Form or similar as mutually agreed upon between Contractor and University. (Appendix C)
 - b. All reports shall be submitted to University's liaison.

ACCOUNTABILITY AND PAYMENTS

1. Meal Plans
 - a. University shall make all necessary arrangements in signing Residence Hall students to their Meal Plan Contract.
 - b. University shall determine the schedule of Meal Plan payments and shall be the collecting and refund agent.
 - c. University shall provide a method for proper identification of each Meal Plan Contract holder.
 - d. University shall be responsible for designing, printing, distributing, and replacing identification cards, which shall be used for access to Meal Plans and Thnuderbucks.
2. Master List
 - a. University shall provide Contractor a master list, at the beginning of each semester, of persons authorized to be on each Meal Plan.
 - b. University shall provide Contractor with a list of modifications to the master list that shall include new contracts and cancellations.
 - c. The master and weekly contract plan lists shall be the determining basis on which Contractor shall bill University for the full and partial contract days served each billing period.
 - d. Contractor shall not hold University responsible for the serving of students after having been notified of students dropping from a Meal Plan Contract.
 - e. Billings shall be submitted by Contractor to University on a periodic basis as mutually agreed to by Contractor and University.
3. Commissions/rebates
 - a. Contractor shall pay commissions and/or rebates owed to University on a monthly basis for Retail Cash, Fiesta Cash, Operations, and Catering.
 - b. Payment is due to University no more than thirty (30) days following the end of a respective monthly reporting period.
4. Audit
 - a. Contractor shall grant University to the right to inspect or audit the financial records of Contractor relative to its operations at University.
 - b. All inspections or audits shall occur during normal business hours.
 - c. Audits or inspections shall be for a period not to exceed three (3) years following the close of each University fiscal year (July 1- June 30).
5. Catering/Third Party Function Payment
 - a. University shall be billed directly for and shall be responsible for the collection of amounts due from all catered/third party functions.
 - b. Contractor shall prepare and submit invoices to University for individuals or groups served by Contractor at catered/third party functions.
 - c. All invoices shall provide for payment directly to University.

- d. For non-University and off premise events, Contractor shall collect payment from the third party prior to the event.
6. Smallwares Inventory
- a. University and Contractor shall jointly inventory smallwares twice a year in December and June.
 - b. Contractor shall be responsible for maintaining the adequacy of inventory levels as determined at the commencement of this Contract.
7. University Payments
- a. Contractor shall bill University an amount equal to one (1) month's Meal Plan Bill on or about August 29th of each academic year.
 - b. University shall pay Contractor for all invoiced services no later than 45 days following receipt of invoice.

LEGAL REQUIREMENTS

1. Liability and Indemnity
- a. It is expressly understood and agreed that Contractor is an independent Contractor engaged in transacting its own business on its own account on the premises furnished to Contractor and said Contractor does hereby expressly agree to pay for the cost of all merchandise, services, and other expenses in connection with the operation of its business and to indemnify and hold harmless the University, the Board of Governors of the Colorado State University-System, and the State of Colorado from and against any and all claims and demands whatsoever of any kind or nature, that may be brought against said University by reason of any matter arising out of, acting, or concerning the dining service operations of Contractor and not occasioned through the fault of the University.
 - b. Contractor hereby expressly relieves the University from all responsibility for any destruction, damage to, loss of theft, or its equipment, supplies, raw food, or any other material on the premises belonging to Contractor and for injury to any of its members or employees, howsoever occurring and covenants that it will indemnify and save and hold harmless the University and the State of Colorado from any and all manner of actions, liabilities, and claims of other on account thereof, and on account of any and all other actions, liabilities, and claims arising out of or incident to the use of the premises or the exercise by Contractor of any of the rights acquired by it under the terms of this Contract.
2. Insurance
- The successful bidder shall procure, at its own expense, and maintain for the duration of the work, the following insurance coverages; the University shall be issued certificates as an additional insured.
- A. **Standard Workers' Compensation and Employers' Liability** as required by State statute including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.
 - B. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;

- b. \$2,000,000 general aggregate;
- c. \$2,000,000 products and completed operations aggregate;
- d. \$50,000 any one fire; and
- e. Per Project general Aggregate Limit; and
- f. A waiver of subrogation in favor of Colorado State University-Pueblo

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the successful bidder shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the University a certificate or other document satisfactory to the University showing compliance with this provision.

- C. Automobile Liability Insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
- D. Professional liability insurance with minimum limits of liability of not less than \$1,000,000 **may** be required for certain contracts.
- E. Other insurance as may be required by law, or in a specific solicitation. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the University.
- F. The Board of Governors of the Colorado State University System acting by and through Colorado State University-Pueblo, a division of the State of Colorado shall be named as an **additional insured** on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by Colorado State University-Pueblo.
- G. Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days' prior notice to the University by certified mail.
- H. Successful bidder will require all insurance policies in any way related to the contract and secured and maintained by any successful bidder to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the Board of Governors of the Colorado State University System, Colorado State University-Pueblo, its officers, agents, employees and volunteers.
- I. Successful bidder shall provide certificates showing insurance coverage required by any contract to the University within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the successful bidder shall deliver the University certificates of insurance evidencing renewals thereof. At any time during the term of the contract, the University may request in writing, and the successful bidder shall, within 10 days, supply to the University, evidence satisfactory to the University of compliance with the provisions of this section certificate(s) of adequate insurance coverage and endorsement(s) of additional insured coverage. Copies of the insurance certificate can be faxed and should be followed by the hard copy of the certificate being mailed to CSU-Pueblo's Purchasing Office. The Additional Insured portion should read as follows:

Colorado State University-Pueblo, Director of Purchasing
 2200 N. Bonforte Boulevard
 Pueblo, CO 81001

Phone: (719) 549-2054

Fax: (719) 549-2056

3. Compliance with laws

- a. Contractor shall at all times during the term of the Contract and with respect to all phases of operating the dining service comply with all applicable ordinances, laws, rules, and regulations of the City of Pueblo, the University, the State of Colorado, and the United States of America, and of any political subdivision or agency, authority, or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and operation of the dining services, including but not without limiting the generality or the foregoing, such rules and regulations of the University as are not inconsistent with the rights herein granted Contractor.
- b. Contractor shall also take out and keep current all licenses and permits (whether municipal, state, or federal) required for the University and pay promptly when due, all fees therefore.

4. Amendment

- a. The Contract shall not be varied in its terms by any oral agreement or representation, all amendments or variances shall be by an instrument in writing of subsequent date hereto executed by both parties, University and Contractor.

5. Severability of Invalid Provisions

- a. In the event any term, covenant, or condition herein contained is held to be invalid by any court or competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either the University or the Contractor in their respective right and obligations contained in the valid terms, covenants, or conditions hereof.

6. Waiver

- a. It is expressly understood and mutually agreed that no waiver granted on account of violation of any covenant, term or condition of this Contract shall constitute or be construed in any manner as a waiver of the covenant, term or condition or the right to enforce the same as to any other or future violation.
- b. Acceptance by the University of rentals, commissions, fees, charges or other payments in whole or in part for any period after a default of any of the terms, covenants, and conditions hereof to be performed, kept, or observed by the Contractor shall not be deemed a waiver of any right on the part of the University to terminate the Contract for any like or other or succeeding breach or default.

7. Assignment and Subletting

- a. Contractor shall not at any time sell, convey, transfer, mortgage, pledge, or assign this Contract, either in whole or in part, nor any of its right, title, interest, or privilege hereunder, nor sublease or sublet any of the premises or any part thereof, without the prior written consent of the University.

8. Paramount Agreement

- a. This Contract supersedes any and all other oral and/or written agreement entered into by the parties hereto prior to the execution of the Contract covering the subject matter hereof.

9. Successors and Assigns

- a. Each and all of the expressions, phrases, terms, conditions, provisions, stipulations, premises, covenants, agreements, requirements, and obligations of this Contract shall, whenever applicable, extend to and bind and inure to the benefit of the

University and Contractor, and the legal representatives, successors and assigns of either and both of them.

10. University's Rights Concerning Premises

- a. The University, by its officers, employees, agents, representatives, and contractors, shall have the right to enter upon all portions of the premises at all reasonable times for the purpose of inspecting the same, for observing the performance of the Contractor of its obligations under this Contract, and to service or post or keep posted thereon notice provided by any law or rules or regulation of the State which the University deems to be for the protection of the University and/or the premises, and for the doing of any act or thing which the University may be obligated or have the right to do under the Contract, or otherwise.
- b. Without limiting the generality of the foregoing, the University by its officers, employees, agents, representative, and contractors, and furnishers of utilities and other services, shall have the right for its own benefit, for the benefit of Contractor, or for the benefit of other than Contractor at University to enter upon said premises at all reasonable times to make such repairs, replacements, or alterations as may, in the opinion of University, be necessary or desirable and, from time to time to construct or install over, in or under, the premises new systems or parts thereof, and to use the said premises for access to other parts of University not otherwise conveniently accessible.

11. Damage or Destruction

- a. If and in the event the premises or any part thereof are structurally damaged by fire, explosion, the elements, the public enemy, or other casualty, but not rendered untenable, the same shall be repaired with due diligence by the University at its own cost and expense.
- b. Structural damage that shall be so extensive as to render the premises untenable, but capable of being repaired within thirty (30) days, the same may be repaired at the option of the University at its own expense.
- c. Premises or any part thereof that are completely destroyed by fire, explosion, the elements, the public enemy, or other casualty, or so damaged that they will remain untenable for more than thirty (30) days, the University shall be under no obligations to repair and reconstruct the premises or any part thereof.
- d. In the event the above noted shall occur, the Contractor and the University shall mutually decide, in and equitable manner, the status of this Food Services Contract at the University.

12. Renegotiations

- a. The University recognizes that prices of food and labor of the Contractor may fluctuate from year to year. However, for each year of the contract, price increase, if any that may be proposed by the Contractor, shall have to be documented and justified to the University.
- b. The University reserves the right to approve or reject any and all price changes.
- c. In no event shall price increases be allowed to increase more than the portion of the "cost of living index" relating to food and labor as established by the United States Department of Labor for the previous twelve-month period.
- d. All increases shall be in conformance with any Federal or State wage price controls that may be in existence at that time.
- e. Any exceptions to the above would be any Federal or State statutory changes directly affection Dining Service operational cost (e.g., sales tax, minimum wage).
- f. Any additional exceptions to the above shall require renegotiations between Contractor and University.

- g. An insurance company with sound and adequate financial responsibility and who is licensed to do business in the State of Colorado shall issue all insurance policies and certificates required in this Contract.

13. Final Authority

The laws of the State of Colorado shall control in the execution and interpretation of this contract.

SUMMARY OF RESPONSIBILITIES

1. To provide a convenient summary reference to many of the responsibilities and obligations of University and Contractor under this Agreement, the following listing is included as part of the RFP:

<u>Item</u>	<u>Contractor</u>	<u>University</u>
a. Management/professional employees' wages, payroll taxes and benefits	X	
b. Non-management employees' wages, payroll taxes and benefits	X	
c. Workers' Compensation Insurance for employees	X	
d. Management relocation Expenses	X	
e. Ownership of inventory of food and related supplies	X	
f. Direct purchase of food and related supplies	X	
g. General office supplies	X	
h. Telephone Installation	X	
i. Telephone Usage Charges	X	
j. Sanitation	X	
i. Usual cleaning of food preparation, storage and serving areas	X	
ii. Cleaning of floors and windows	X	
iii. Cleaning of ceilings, ceiling fixtures,	X	

Air Ducts, and hood vent Systems

iv.	Transporting refuse to immediate refuse collections area	X	
v.	Removing refuse from immediate refuse collection area		X
vi.	Setting up and Cleaning of dining service areas for non-dining service functions		X
vii.	Pest control		X
k.	Janitorial supplies	X	
l.	Maintenance of dining service Facilities and equipment		X
m.	Maintenance of food service fire extinguishing equipment		X
n.	Small wares inventory maintenance	X	
o.	Laundry, linen, and uniforms	X	
p.	Paper supplies	X	
q.	Utilities		X
r.	Nonconforming facilities and equipment		X
i.	Successful Bidder-owned	X	
i.	Client-owned		X
s.	Licenses and permits	X	
t.	Comprehensive bodily injury and property damage insurance	X	
u.	Motor vehicles	X	
v.	Maintaining office area	X	

2. Any conflicts between the foregoing summary and the other sections in the RFP shall be governed by the responsibilities and obligations as set forth in prior sections of the RFP.

CONTRACT PROPOSAL

1. Having carefully examined the proposals and specifications in connection with furnishing dining serviced at Colorado State University – Pueblo, as well as the terms and conditions affecting same, the bidder hereby proposes to operate dining service facilities necessary to the aforementioned documents prepared by Colorado State University – Pueblo, according to the schedule of price quotations given in this bid proposal.
2. The bidder agrees, if awarded the Contract, to execute and deliver same, or letter of confirmation, to the University within the (10) days after receipt of notice of award and to submit therewith a satisfactory Performance Bond in a sum equal to \$100,000 which may be a cashier or certified check, bank money order, or by bond.
 - a. The successful bidder must post a one hundred thousand dollar (\$100,000) Performance Bond before formal contracts are signed. (Note: Bonding company must be licensed to do business in Colorado with the State Insurance commissioner.)
3. The bid must be signed in ink, sealed in an envelope, and mailed to:

Ms. Geraldine Trujillo-Martinez
Colorado State University – Pueblo
2200 Bonforte Blvd.
Administration Building, Room #309
Pueblo, Colorado 81001
4. The envelope should be marked in the lower left corner as follows:

Food Service Proposal – RFP 17-00001, Food Services

 - a. Bidders may hand deliver their proposal in a sealed envelope to the Purchasing Office prior to the official proposal opening **December 5, 2016 @ 2:00 PM.**
 - b. Envelopes shall be addressed in the same manner as if it were mailed.
5. All bids shall be guaranteed firm for at least sixty (60) days past the formal bid opening date.
6. The Contractors shall present evidence to the satisfaction of the University that their firm is fully qualified and has the technical and financial resources to fulfill the conditions of the General Terms and Conditions of these specifications.
7. In order for the University to understand certain basic information about the Contractor, information sheets are included in these specifications and must be filled out in detail as part of a bid proposal by the Contractor.
8. Colorado State University – Pueblo reserves the right to reject any or all bids and to waive informalities whenever deemed to be in the best interests of the University.
9. Pursuant to the requirements of the State of Colorado, the names, and addresses of subcontractors to whom work shall be awarded are subject to the approval of the University. Note: Specification documents are considered to be a part of the proposal and must be returned with the bid.

CONTRACT PROPOSAL QUOTATIONS

1. The Contractor guarantees the following bid quotations for providing Meal Plan dining services, as per attached specifications, term and conditions at Colorado State University – Pueblo.
 - a. The Meal Plan price structure is as follows for Fiscal Year 2016-2017:

i.	Meal Plan A - Unlimited	\$13.40
ii.	Meal Plan B (17 meals +\$ 50)	\$11.95

iii.	Meal Plan C (14 meals +\$ 110)	\$11.95
iv.	Meal Plan D (12 meals + \$150)	\$11.95

TOTAL NUMBER OF DINING PATRONS

<u>NUMBER OF PARTICIPANTS</u>	<u>Rates</u>			
	Meal Plan A	Meal Plan B	Meal Plan C	Meal Plan D
	112	86	246	236

2. The Meal Plan structure has additional options that include meals plus Flex Cash as follows:
 - a. Unlimited Meal Plan
 - b. 17 Meal Plan plus \$50 Flex Cash
 - c. 14 Meal Plan plus \$110 Flex Cash
 - d. 12 Meal Plan plus \$150 Flex Cash
 - e. 10 Meal Plan plus \$100 Flex Cash
 - f. Commuter meal plans
 - i. 10 meals/semester + \$25 dining dollars
 - ii. 25 meals/semester + \$50 dining dollars
 - iii. 50 meals/semester + \$100 dining dollars
 - g. Provided other current plans which are:
 - i. 11-14 meal plans plus \$75 Flex Cash for Residence Life Staff at no charge.

3. Contractor should recommend other meal plan options as deemed necessary to enhance the overall quality of student life.

4. The following procedure shall be used to compute the Meal Plan charges: The total number of dining patrons on all meal plans at the beginning of the weekly billing period shall be located on the scale, and charges shall be computed at that rate for the weekly billing period.

5. Partial Service Days
 - a. The charges for partial service days included in the dining calendar at the beginning or end of an academic term or vacation period shall be based on a fraction of the daily resident dining program rates as follows:
 - i. Breakfast: 25% of the daily rate
 - ii. Breakfast and Lunch: 60% of the daily rate
 - iii. Lunch and Dinner: 80% of the daily rate
 - iv. Dinner: 40% of the daily rate
 - v. Brunch: 40% of the daily rate
 - b. Special pricing for “pre-season” groups, i.e. Athletics, Auxiliary Staff, President’s Ambassadors, Residence Life Staff, Etc. for training prior to each semester.

6. Charges for students, faculty/staff and guests not on a Meal Plan are as follows:

	<u>Faculty/Staff/Guest</u>
a. Breakfast	<u>\$7.12</u>
b. Continental Breakfast	<u>\$6.86</u>
c. Lunch	<u>\$8.44</u>
d. Dinner	<u>\$9.56</u>
e. Brunch	<u>\$8.44</u>

7. The current Conference rates are between \$16.22 and \$22.02. University requests that the fees remain as established for 2017 Conference Season. Contractor shall bill University for regular conference meals based on a weekly number of participants as determined by guarantee information provided by the Conference Director. A schedule of charges for summer 2017 shall be as follows:

<u>Daily Participation</u>	<u>Rate</u>
526 and Above	<u>\$16.22</u>
451-525	<u>\$17.42</u>
376-450	<u>\$17.75</u>
301-375	<u>\$18.49</u>
226-300	<u>\$19.93</u>
151-225	<u>\$20.73</u>
76-150	<u>\$21.43</u>
1-75	<u>\$22.02</u>

8. University requests that partial Conference meal charges for those paying cash through the line be determined on a yearly basis via negotiation with Contractor and the Conference Director or designate.

9. Thunderbucks

- a. University has developed a Thunderbucks point system, which is available to all campus students, faculty, and staff.
- b. Participants receive a 10% discount and are not charged a tax.
- c. Thunderbucks do not expire at the end of the semester or academic year.
- d. All Thunderbucks are non-refundable.
- e. Contractor shall bill University on a weekly basis for all Thunderbucks sales.

10. Meal Plan Guests

Contractor shall provide Meal Plan participants with a no charge guest option during each semester of the regular academic year.

- a. Contractor shall allow the following number of guests per semester:
2 Meal Plan Guests per semester

11. Other Academic Year Unscheduled Service Charges

- a. The successful bidder shall provide Meal Plan dining service during periods not scheduled on the regular Meal Plan dining calendar as mutually agreed upon between the University and the Contractor.

12. Residence Hall Staff

- a. A group of Residence Hall staff remains on campus during academic breaks periods. The number varies, but may range between five (5) and twenty-five (25).
- b. During the period of Fall Session 2017 through Summer Session 2018 Contractor charge is \$11.25 per student per day to serve Residence Hall Staff. University requests that this rate remain in place through Summer 2018.

13. Child Care Center

- a. The Child Care Center is managed by a contracted vendor but the facility is owned and maintained by University.
- b. Contractor shall provide applicable snacks and lunch on a daily basis during all academic sessions and academic break periods.
- c. The number of Children within the Child Care Center varies on a daily basis between 55 and 64 children.
- d. Contractor shall charge \$2.78 per child per day. This charge may change based upon negotiations between University, child care provider, and Contractor.
- e. Contractor shall bill University weekly for Child Care Center services.

14. Off Campus Service

Contractor may prepare food and service for non-campus affiliated operations. Contractor shall pay University a commission per meal per day for such service.

16 Cash Programs

a. Locations

- i. Food Court
- ii. Pavilion
- iii. Athletic Concessions
- iv. Pack Café
- v. Catering
- vi. Café Libro
- vii. General Classroom Building Coffee Lounge
- viii. Bistro
- ix. Food Trucks

b. University and Contractor may agree upon other locations.

c. Cash Operation Prices

The selling prices to be charged in the cash operations, including catering, shall be determined by mutual agreement between University and Contractor.

d. Cash Operation Program Commissions

i. Contractor shall return a percentage of cash operation revenues to University in accordance with the following schedule and conditions:

i. Food Court	<u>9</u> %
ii. Catering (3 rd party events)	<u>15</u> %
iii. Catering (for University Events)	<u>10</u> %
iv. Catering (for Recognized Student Events)	<u>5</u> %
v. Bistro	<u>9</u> %
vi. Cafe Libro	<u>9</u> %
vii. Food Truck(s)	<u>9</u> %
viii. Coffee Lounge	<u>9</u> %
ix. Thunderbucks	<u>10</u> %
x. Pavilion	<u>9</u> %
xi. Pack Café	<u>9</u> %
xii. Athletic Concessions	<u>10</u> %
xiii. Off Campus Services	<u>10</u> %

NOTE: Contractor shall pay a minimum commission of 10% for Athletic Concessions.

e. The term "Cash Operation" is defined as gross receipts for deposit derived from the sale of food and other product in the respective retail sales activities, less applicable sales taxes, adjusted to correct for over-rings, overages, or shortages

RENOVATION AND EQUIPMENT PROPOSALS

1. University requests investment monies for renovations and equipment purchases. The Occhiato University Center is looking at the food service contractor to be an important contributor to this capital project.
2. University notes the following for consideration by bidders:
 - a. Renovation of Underground area
 - b. Purchase and placement of contemporary cash registers in cash operations.
 - c. Placement of additional branded food concepts where appropriate and feasible.
3. Contractor and University will mutually agree to any remodeling of food services areas and seek appropriate approval through appropriate channels before any work is started.
4. Contractor and the University will work together on the purchase or placement of new equipment.
5. Contractors shall note their depreciation plan for any proposed investment monies.

SECTION IV
PROPOSAL SUBMISSION & FORMAT

Proposals must be received on or before the date and time indicated in the Schedule of Activities. Late proposals will not be accepted. It is the responsibility of the bidder to ensure that the proposal is received by Colorado State University-Pueblo on or before the proposal opening date and time. Bidders mailing their proposals are advised to allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package shall be delivered or sent by mail to:

Colorado State University-Pueblo
Administration Building Room #309
2200 N. Bonforte Boulevard
Pueblo, CO 81001
Attn: Geraldine Trujillo-Martinez

Proposals must be submitted and sealed in a package showing the following information on an envelope attached to the package:

BIDDER'S NAME
RFP No. CSU-Pueblo 17-00001
PROPOSAL DUE DATE AND TIME: December 5, 2016 @ 2:00pm
MST

The Vendor Signature Form (Attachment D) **MUST** be signed in ink by the bidder or an officer of the bidder who is legally authorized to bind the bidder to this proposal. The signed Vendor Signature form is to be included with the proposal that is marked as ORIGINAL. Proposals, which are determined to be at a variance with this requirement, may not be accepted.

Bidders are advised that the University desires and encourages that proposals prepared in response to his RFP be submitted on recycled paper, and that all copies be printed on both sides of paper. While the appearance of proposals is important, and professionalism in proposal presentation should not be neglected, the use of non-recycled or non-recycled glossy materials is discouraged.

Following are the response format requirements for this RFP. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the University's discretion, render the response non-responsive.

Bidders shall submit:

Technical Proposal: **One (1) original hard copy and seven (7) electronic** (thumb drive) copies of the technical proposal response. The original copy must be signed in ink by the authorized representative of the bidder, and must state how the food service management program for Colorado State University-Pueblo shall be accomplished. Proposals should address the program requirements and enhancements of the **STATEMENT OF WORK**. Describe fully the proposed services, how the services will be executed to meet the program requirements, and the innovations and enhancements offered. Offerors are also required to submit the following information to be made part of the proposal.

Financial Statements One (1) original copy of the pricing/cost information submitted sealed in a separate package from the technical proposal, clearly marked on the outside.

In addition to the original proposal the **VENDOR SIGNATURE FORM (ATTACHMENT D) AND RESPONSE FORMS**, (the "Response Form") included in this RFP, *must* be completed in its entirety and signed by the officer authorized to bind the offeror. Offerors may propose any number of additional optional board and other rates, commission percentages, commission income, and capital contribution proposal packages. Quotations for additional optional services or enhancements of the requirements and specifications contained herein, should be clearly notated, specified, and quoted separately. Attach or place adjacent to the Response Form pages all additional optional quotations. To present optional proposal packages, reproduce the Response Form for each optional proposal package to be included with the offeror's proposal response. Provide firm rates that shall cover all expenses for the services including but not limited to all food, supplies, equipment, labor, operating and overhead expenses, and profit, except for those expenses specifically stated as the responsibility of the University. Use the Response Form to provide the following quotations. Do not substitute this form for any other or refer to a section of the offeror's proposal for the responses on this form. Additional, supplemental and clarifying information may accompany this form, however, responses on this form as indicated are required.

- a. **Capital Renovations:** Indicate proposed capital contribution to enhance the overall food services venues across campus
 - i. Purchase and placement of contemporary cash registers in cash operations.
 - ii. Placement of additional branded food concepts where appropriate and feasible.
- b. **Board Rates:** Provide a daily board rate for the 2017-2018 fall and spring semesters on page 3 of the Response Form. Attach any other proposed board plans' rates to the Response Form using the same format.
- c. **Catering Rates:** Attach a sample catering menu with pricing details.
- d. **Guest Rates:** Provide guest dining rates by meal type.
- e. **Conference Rate:** Provide a maximum rate for conference meals per conferee per day for three (3) cafeteria-style meals per day.
- f. **Commissions to the University Percentages:** Indicate the commission percentages to the University based on gross revenues for the following:
 - i. La Cantina _____% Before 3:00 PM
 - ii. La Cantina _____% After 3:00 PM
 - iii. Catering /3rd Party _____%
 - iv. Catering/University Events _____%
 - v. Catering/Recognized Student Events _____%
 - vi. Columbine Café _____%
 - viii. Athletic Concessions _____%
 - ix. Pavilion _____%
 - x. Hot Dog Cart _____%
 - xi. Coffee Cart _____%
- g. **Commission Income:** Provide a projected annual commission income to the University for 2017-2018.

- h. **Estimated Operating Budget:** Provide a complete estimated operating budget for the first contract year covering all food service facilities. Costs should be expressed in total dollars. Use the format provided on page 4 of the Response Form.
2. **QUALIFICATIONS OF OFFEROR:** Provide documentation that shows the offeror is an established and recognized provider of resident campus food services having adequate financial resources, the capacity and personnel to perform the work, and a satisfactory record of performance.
- a. **History, Background and Experience:** Provide a brief history, general background, and an overview of the company's experience with providing campus food services. Describe the company's experience and qualifications that are relevant to the program requirements of this RFP.
- b. **Philosophy on University Food Service Management:** Provide a statement of the offeror's philosophy of providing University food service management with a prioritization of the important facets. Describe why the offeror is especially suited to providing the required services.
- c. **List of Current College and University Contracts:** Provide a list of up to ten (10) college or university accounts currently under contract. Include the name, title, telephone numbers and email address of the college or university contract manager for each operation. Provide a representative list of up to fifteen (15) other current food service accounts, such as, schools, hospitals, institutions, business/industrial, etc., may be provided as additional evidence of the offeror's experience. The University reserves the right to contact offerors' clients for references.
- d. **List of Former College and University Accounts:** Include all college and university accounts which were canceled or not renewed during the past five (5) years, with reasons for cancellation or non-renewal. Include the name, title, telephone numbers and email address of the college or university contract manager, who may be contacted for a reference.
- e. **Most Recent Audited Financial Statements:** Provide the offering company's annual report, audited by a firm of certified public accountants, for each of the last five (5) years. Evidence of the company's net worth is required to show that the contracting company is financially capable of meeting the operational requirements of the contract.
3. **FOOD QUALITY:** Describe quality, appeal, and variety of proposed food products. Describe food quality for all operations. Provide food specifications. Describe food quality assurance, serving areas, and quantity and availability of foods.
4. **PROPOSED FOOD SERVICE PROGRAM:** Describe how the **STATEMENT OF WORK** program requirements and proposed enhancements and innovations will be accomplished by the offeror. Provide a complete description of the proposed methodology and services offered. Additionally, include the following:
- a. **Proposed Board Plans:** Provide a description of proposed board plans for students.
- b. **Menu Formats:** Provide a detailed description of the proposed formats for the Pack Café and La Cantina, Bistro, Café Libro, Pavilion and General Classroom Building.

- c. **Menu Requirements:** Describe how the menu requirements will be met or enhanced. Provide a sample twenty-one (21)-day menu cycle. Describe in detail special dinners and proposed scheduling offered as part of the board program.
 - d. **Other Programs and Services:** Describe how other service requirements will be met or exceeded. Outline the proposed plan to participate in and support campus events such as, orientations, Family Weekend, finals week, and other student activities. Provide sample catering menus and include pricing details.
5. **CLIENT LIAISON:** Describe client liaison activity which meet or exceed the requirements. Describe the customer satisfaction assessment process. Provide a proposed student preference survey plan.
 6. **SANITATION AND ENVIRONMENT:** Describe how the sanitation and environment requirements will be met or exceeded. Provide a sample plan for daily housekeeping and custodial procedures for the facilities. Provide an outline and description of daily operational procedures for equipment cleaning. Describe energy conservation, recycling and waste management activities.
 7. **FACILITIES, EQUIPMENT AND SUPPLIES:** Describe how the requirements will be met or exceeded.
 - a. **Facilities Upgrade/Renovation:** Describe the offeror's capacity to provide assistance in short- and long-range planning for facilities and services. Describe the sources and special additional personnel and consultants, if any, available to provide consulting services to the local staff and the University.
 - b. **Facilities Description and Evaluation:** Describe each facility to be operated including an evaluation of each unit and its capacity to provide the desired services and the resources required to efficiently handle the food service operation specifications. Provide suggested changes and improvements required to meet the scope of work and to meet any other proposed enhancements to the program.
 - c. **Equipment Lists:** Provide a list of equipment anticipated to be used on campus to meet the scope of work. Provide a list of additional equipment required to meet proposed enhancements to the program.
 8. **PERSONNEL MANAGEMENT PLAN:** Describe how the offeror will meet the staffing requirements and discuss the qualifications, experience and training of the individuals who will be assigned to provide the required services. Indicate if employees are unionized and, if so, state the name of the union.
 - a. **Plan for Assuming Management of Colorado State University-Pueblo Operations:** Describe the offeror's ability to commit the personnel and resources required to develop a responsive management structure. State precisely the planned steps for assuming the management of operations.
 - b. **Local Management Structure:** Include qualifications and resumes.
 - c. **Local Staffing Plan:** Describe the local staffing plan and the average hourly wage for each position.
 - d. **Employee Benefits:** Describe fully the proposed benefits package for employees.

- e. **Training Program:** Provide an outline of the training program that will be used for employees. Provide information concerning the staff that will conduct the training, their background and qualifications and the training resources that will be made available.
- 9. **BILLING AND ACCOUNTING:** Provide a general description of the local accounting procedures. Describe procedures for billings to the University.
- 10. **REPORTING:** Describe reporting procedures to meet or exceed the requirements.

To facilitate the evaluation, the bidder shall submit and organize all responses in the same order as listed below. Proposals that are determined to be at a variance with this requirement may not be accepted.

1. Transmittal Letter

This letter should designate the individual authorized to contractually represent the vendor regarding this proposal and summarize the key points of the proposal.

2. Table of Contents

A table of contents listing the titles, sections, and major subsections should follow the transmittal letter. All pages are to be sequentially numbered by section, including any appendices.

3. Introduction and History

This section should demonstrate the vendor's credentials and experience in installing systems in similar environments.

4. Response to CSU-Pueblo Requirements

A detailed and specific response to each and every applicable item in this RFP is a minimum requirement. If proposed solution is different than requested, a narrative explaining why the proposed solution would be a better alternative is required. Also, if a product provided additional features than minimum requested at no additional cost, this should be noted and will be considered in the evaluation. If providing more than one response, separate folders are required.

5. Customer References

References from customer sites will be formally considered in the evaluation process, particularly for those with similar sites. Include a list of at least five (5) clients using similar systems. Provide address, name of contact person, phone number, date installation became operational, and comments on specific operating system.

6. Vendor's Financial Status

Provide information to support an evaluation of the vendor's current financial status and organization size.

SECTION V
PROPOSAL EVALUATION

1. PROPOSAL EVALUATION. All proposals submitted in response to this RFP will be reviewed for responsiveness by the University's Purchasing Agent prior to referral to the evaluation committee. A committee will then evaluate all responsive proposals in accordance with the criteria described below. Total scores will be tabulated, and the contract will be awarded to the bidder whose proposal is deemed to be the most advantageous to the University.

If the University requests presentations/interviews by short-listed bidders, committee members may revise their initial scores based upon additional information and clarification received in this phase. Please note that the date for presentation has not been set up.

University, at its discretion, may utilize a Best and Final Offer (BAFO) stage. If this phase is utilized, the Purchasing Agent shall submit to the bidders most likely to receive the award, requests for specific clarification and allow bidders to enhance their pricing. Purchasing Agent shall coordinate the bidders' responses for review by the evaluation committee. The Purchasing Agent shall be the SOLE point of contact throughout the process for all bidders. If the University requests a BAFO stage, committee members may revise their initial scores based upon additional information and clarification received in this phase. In lieu of revising scoring, the University reserves the right to evaluate BAFOs by use of a narrative. Please note that the date for the BAFO stage has not been set. If your company is invited to participate in this stage, a date and time will be set up.

The contract will be awarded to the bidder whose overall offer is deemed to be the most advantageous to the University as determined by the evaluation committee. The Purchasing Department, after review and approval of the evaluation committee's written recommendation, will notify all bidders via a posting on RMES of the results of the RFP evaluation. The posting will be an announcement of "Notice of Intent to Make an Award" which will name the apparent successful bidder.

In preparing responses, bidders should describe in detail how they propose to meet the specifications as detailed in Section III, Scope of Work. Specific factors will be applied to proposal information to assist the University in selecting the most qualified candidate for this contract. Evaluation criteria that will be used are as follows, listed in no particular order:

- a. Availability of the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them as necessary to indicate the capability to meet all contractual requirements;
- b. A satisfactory record of performance;
- c. A satisfactory record of integrity;
- d. The legal authority to contract with the University; and
- e. Supplied all necessary information in connection with the inquiry concerning responsibility.

2. DETERMINATION OF RESPONSIBILITY OF THE BIDDER

The Colorado State University-Pueblo Procurement Rules state a Purchasing Agent shall make purchases from, and award contracts to, responsible bidders only. The University reserves the right to make its bidder responsibility determination at any time in this RFP process and may not make a responsibility determination for every bidder.

3. EVALUATION FACTORS:

a. **Methodology and Programmatic Capability:**

- i. Ability to meet the program requirements
- ii. Understanding of and responsiveness to the program requirements
- iii. Based on the **STATEMENT OF WORK**, the offeror's proposed methodology and appropriateness for the program
 - 1) Food quality
 - 2) Menu formats
 - 3) Menu requirements
 - 4) Other program and service requirements
 - 5) Client liaison and customer satisfaction
 - 6) Student/Faculty/Staff customer service
 - 7) Sanitation and environment
 - 8) Facilities use and upgrade
 - 9) Equipment use and care
- iv. Innovation demonstrated in meeting the program requirements and offering program enhancements

b. **Financial Considerations and Budget:**

- i. Board rates
- ii. Capital contribution
- iii. Commissions to the University
- iv. Catering, guest and conference rates
- v. Executive host fund, scholarships
- vi. Realistic, cost-effective budget

c. **Qualifications and Experience:**

- i. Established and recognized provider of University food service management
- ii. Philosophy on University food service management
- iii. Qualifications, experience and suitability for providing food service management for the University's program
- iv. Effectiveness of past performance in programs of similar scope and size
- v. Qualifications and experience of the management personnel assigned to this program

d. **Administrative Capability:**

- i. Personnel management
- ii. Plan for assuming management control of operations
- iii. Financial administration
- iv. Communication and reporting

(Continued from previous page)

Contact For Clarifications:

Name: _____

Title: _____

Phone No.: _____ FAX No.: _____

Email: _____

Ordering address (if different from above):

Address: _____

City/State/Zip: _____

Phone No.: _____ FAX No.: _____

VENDOR RESPONSE FORM

REQUEST FOR PROPOSAL
Solicitation/Bid No. CSU-Pueblo RFP17-00001

Food Services

Quotations for additional optional services or enhancements of requirements and specifications contained herein, should be clearly notated, specified, and quoted separately. Attach or place adjacent to the Response Form pages all additional optional quotations. Provide the following quotations on this Response Form as indicated below. Do not substitute this form for any other or refer to a section of the offeror's proposal for the responses on this form. Additional, supplemental and clarifying information may accompany this form, however, responses on this form as indicated are required.

Capital Contribution: The total contract term including all renewal periods shall not exceed ten (10) years. The following contract term scenarios may be considered. Provide a proposed capital contribution amount for each of these possible contract term scenarios.

Contribution for Renovation to University Center:

\$ _____ for initial 5-year contract with 1 optional 5-year renewal period

\$ _____ for initial 10-year contract with 5 optional 1-year renewal periods.

Alternative contribution for renovation to Pack Café and La Cantina:

\$ _____ for initial 5-year contract with 1 optional 5-year renewal period.

\$ _____ for initial 10-year contract with 5 optional 1-year renewal periods.

Board Rates: Provide daily board rates for "226" through "526 and above" board plan participants for two (2) alternative mandatory board plans for the 2017-18 fall and spring semesters. Use the format on the following page 3 of this Response Form and attach or place it adjacent to this Response Form. Attach any other proposed board plans' rates to this Response Form using the same format.

Catering Rates: Attach proposed catering menu and prices.

Guest Rates: Breakfast: \$ _____ Lunch: \$ _____ Dinner: \$ _____

Conference Rate: \$ _____ (maximum rate for 3 meals per day per conferee)

(continued from previous page)

Commission Percentages to the University:

i. La Cantina	_____	%Before 3:00 PM
ii. La Cantina	_____	%After 3:00 PM
iii. Catering	_____	%
iv. Catering/University Events	_____	%
v. Catering/Recognized Student Events	_____	%
vi. Columbine Café	_____	%
vii. Athletic Concessions	_____	%
viii. Fiesta Cash	_____	%
ix. Pavilion	_____	%
x. Hot Dog Cart	_____	%
xi. Coffee Cart	_____	%

Projected annual commission income to the University for 2017-2018: _____

VENDOR RESPONSE FORM

REQUEST FOR PROPOSAL
Solicitation/Bid No. CSU-Pueblo RFP17-00001

Food Services Management

MANDATORY BOARD PLANS 2017- 2018:	<u>Daily Rates for Board Plan No. 1</u>
<u>No. of Board Plan Participants</u>	
526 and above	
501-525	
476-500	
451-475	
426-450	
401-425	
376-400	
351-375	
326-350	
301-325	
251-275	
226-250	

VENDOR RESPONSE FORM

REQUEST FOR PROPOSAL

Solicitation/Bid No. CSU-Pueblo RFP17-00001

Food Services

ESTIMATED OPERATING BUDGET

SALES

Board Plan Income (Indicate estimated participation by board plan and board plan cost.)
Non-Board Sales (By location)
Catering Sales (University and Non-University)
Summer Conference Sales

TOTAL SALES:

FOOD COSTS

Meat Products
Frozen Products
Fresh Produce
Dry Products
Beverages
Dairy Products
Bakery Products
Other: (Itemize)

TOTAL FOOD COSTS:

LABOR COSTS

Salaries & Wages (Management and hourly, by location)
Payroll Taxes
Insurance
Training Costs (Management and hourly)
Other Payroll Costs (Itemize)

TOTAL LABOR COSTS:

OPERATING COSTS

Laundry
Vehicle Expenses
Paper Supplies
Uniforms
Cleaning Supplies
Equipment Rental
Repair & Maintenance
Telephone
Office Expense

Insurance
Other: (Itemize)

TOTAL OPERATING COSTS:

OVERHEAD

Itemize by category, what is included in overhead

TOTAL OVERHEAD COSTS:

OPERATING PROFIT

TOTAL OPERATING PROFIT:

**APPENDIX A
STATISTICAL INFORMATION**

1. University Enrollment:
(Head Count)
 - a) Fall 2015 4,272
 - b) Spring 2016 4,040

2. Residence Hall Capacity: 800

3. Residence Hall Occupancy:
 - a) Fall 2015 683
 - b) Fall 2016 707

4. Meal Plan Contract Participants:

	<u>Fall 2015</u>	<u>Fall 2016</u>
a) Unlimited	<u>87</u>	<u>112</u>
b) 17 Meal Plan	<u>104</u>	<u>86</u>
c) 14 Meal Plan	<u>227</u>	<u>246</u>
d) 12 Meal Plan	<u>196</u>	<u>236</u>
e) 10 Meal Plan	<u>42</u>	<u>34</u>
f) \$500 Dining Dollars	<u>58</u>	<u>44</u>
g) \$1000 Dining Dollars	<u>24</u>	<u>12</u>
h) \$1500 Dining Dollars	<u>5</u>	<u>4</u>
Commuter		
a) 10 meals	<u>3</u>	<u>5</u>
b) 25 meals	<u>13</u>	<u>13</u>
c) 50 meals	<u>17</u>	<u>9</u>

5. Special services provided to residents and staff of Residence Halls.
 - a) Two special event meals for Residence Life Staff, one each semester.
 - b) Two to four nights of special snacks for residents during finals week to provide students a break from studying.
 - c) Two, one each semester during finals week a special late breakfast for all students served by Administration, Faculty, and Staff.
 - d) Provide catering for Residence Life programming through the Residence Hall Association up to \$3000.00 per year.

APPENDIX B

CONTRACT BOARD MENUS

All students residing on campus are required to subscribe to one of the approved board plans, except students living in the University's apartments.

MINIMUM STANDARDS

- A. Each daily hot line dinner and lunch menu shall contain a minimum choice of one solid meat entrée and two hot green vegetables.
- B. Except for special occasions, to be worked out by mutual agreement with the University and the Contractor, all board plan meals will be served cafeteria/food court style.
- C. The Contractor, by working with authorized staff members of the University and student committees, shall arrange to provide a variety of programs and special dinners for students at no additional charge. These programs shall range from holiday dinners to special "theme" dinners, complete with costumes, decorations, and music suitable to the occasion. These shall take place a minimum of six times during the academic year. These meals shall be served and adequately promoted to encourage maximum student participation.
- D. Premium Night dinners (steak and/or seafood) will be served twice per month during the academic year. Premium Night will rotate between Tuesday, Wednesday, and Thursday nights.
- E. The Contractor will make available meals for students who are ill and cannot come to the Dining Hall when approved by the University.
- F. The Contractor will make available meals for students who may have common food borne allergies.
- G. Hot Food-HOT; Cold Food-COLD. Progressive cooking will be normal method of operation, staggering the hot entrees and vegetables so those small amounts become ready for serving at progressive periods during the meal. Equipment is available to permit this kind of service.
- H. Certain food accompaniments will automatically be served with some dishes and placed on the condiment table. Examples include applesauce with pork, cranberry sauce with turkey, tartar sauce, and lemon slices with fish, vinegar with greens, and mint jelly with lamb, sweet relish, and slaw with hot dogs, tomato slices with hamburgers, etc.
- I. Saucers, cream and sugar, and appropriate sugar substitutes will always be available next to coffee cups; ice will be available in ice dispensers; lemon slices will be available next to the tea; and butter will be available next to the bread.
- J. The majority of all bakery items are to be baked fresh in the campus bakery.

- K. The Contractor will have and utilize a standard recipe service. Cooks and bakers will be required to follow standardized recipes for all production items.
- L. Each day's menu will be written with nutrition and eye appeal considered as important as cost and popularity. Contractor will implement and maintain a consistent nutritional information program.
- M. Daily and weekly menus will be prominently posted in the kitchens in the Dining Hall.
- N. The Contractor will provide the daily menu on the campus computer network bulletin board every week.
- O. A month prior to the beginning of the fall, spring and summer sessions, the Contractor will submit a six-week cycle menu for Board Plan taking into account each concept in the Dining Hall and cash operations to the University for approval. Particular attention should be directed to weekend menus, which will not consist of leftovers and convenience items. In addition, care must be exercised that entrees are not repeated from lunch to dinner menus.
- P. Special diets for students will be provided, when prescribed and approved in writing, by a medical doctor.
- Q. Special attention should be given to the requirement that vegetarian entrees be included in every meal.
- R. The following minimum food specifications are established and shall be maintained:

Beef and Veal, USDA Choice

Pork and Lamb, USDA #1

Poultry, USDA Grade "A"

Eggs and Dairy Products, USDA Grade "A" Medium

Frozen Foods, USDA #1 Quality

Canned Goods, USDA Grade "A" Fancy

Fish and Seafood shall come from Government Inspected Suppliers

- S. The University reserves the right to periodically review all invoices to ensure these specifications are being met.

SANITATION

- A. The utmost importance is placed on proper sanitation standards. National Sanitation Foundation (NSF) standards and the State Department of Health regulations for food service establishments must be maintained. In addition, a health department Grade "A" rating must be maintained. A copy of all health department inspection reports will be provided to the University liaison.
- B. The Offeror shall examine all food handlers visually, at least daily, to ensure that they are following established hygiene practices in the handling of food:

1. Bathing Daily

2. Wearing clean outer clothing
 3. Wearing approved sanitary gloves
 4. Keeping fingernails short and clean
 5. Using hairnets or lacquer spray when hair is longer than six inches (applies to both male and female employees)
 6. Removing wristwatches and rings, except plain wedding bands, during the preparation of food.
 - a. Washing hands with warm water and anti-bacterial soap upon reporting for duty, after each visit to the restroom, and after handling raw meat, fish or fowl.
- C. The kitchen will be immaculate. The floors will be kept clean throughout the day and there will be little or no trash such as cardboard boxes, towels, books, etc. lying on top of refrigerators, range shelves, or dish tables. Each department will have easy and quick access to a broom and a mop.
 - D. The pot room and dish room will be immaculate, clean, and sanitized, with little or no excess water spills on the floor. The trashcans in the kitchens will all be lined wherever possible with plastic liners, none will be overflowing, and all will have covers on them.
 - E. The receiving and loading dock will be clean, sanitized and kept free from flies, insects, and rodents.
 - F. All storage areas will be immaculate, clean, sanitized, and kept free from insects and rodents.
 - G. All food in the walk-in refrigerators and freezers will be covered with plastic wrap or aluminum foil.
 - H. Walls, baseboards, ceilings, windows, ducts, fan blades, and screens will be kept clean and free from dirt, dust, and grease.
 - I. Floors will be cleaned by washing or mopping. Dry sweeping is prohibited.
 - J. Steam tables, coffee urns, griddles, condiment tables, etc., will be cleaned at least daily.
 - K. Kitchen tables, meat grinders, knives, etc., will be cleaned and sanitized after each use.
 - L. Dining room tables, beverage counters, and salad bars will be constantly wiped and kept in spotless condition throughout each meal.

MENU SPECIFICATIONS

REGULAR HOT BREAKFAST

<u>Item</u>	<u>Daily Minimum</u>	<u>Comments</u>
Juice	4	Orange juice (100% from concentrate) will always be included in the selection (can be fresh frozen or canned)
Fruits	4	1 Canned, 3 fresh daily
Entrees		2 Eggs must be offered every day and supplemented with hot cakes or French toast or waffles and potatoes
Meat	1	Daily (to be whole meat)
Breads	4	White, wheat, rye, and bagels
Bulk Yogurt	2	1 variety each day
Pastries	2	Donuts plus sweet rolls or other pastry
Cold Cereals	8	Individual or bulk
Hot Cereals	1	Choice varied daily and served especially from November 1-April 1
Beverages	14	Coffee (reg. and de-caff.) hot chocolate, tea, milk (1% skim, whole, and chocolate) and at least 8 carbonated drinks.
Condiments		To include, but not limited to, butter and low-fat margarine, syrup, jams or jellies, cream cheese, salt, pepper, sugar, peanut butter, honey, and ketchup.

CONTINENTAL BREAKFAST

Juices	4	Orange juice as one choice
Fruits	4	1 canned, 3 fresh daily
Breads	4	White, wheat, rye, and bagels
Pastries	2	Donuts plus sweet rolls
Dry Cereals	8	Individual or bulk
Beverages	14	Coffee (reg. and de-caff.) tea, milk (1% skim, whole, and chocolate) and at least 8 carbonated drinks.
Condiments		To include, but not limited to, butter and low-fat margarine, syrup, jams or jellies, cream cheese, salt, pepper, sugar, peanut butter, honey, and ketchup.

LUNCH

At this point each day, due to the “food court” concept, these are minimums for each store front which will be open seven (7) days a week. Use of our expanded salad bar may accommodate some of the items listed below. The new grill will allow short order cooking for customers to select items available at each meal to be cooked while they wait and may include some items listed.

Soups	2	Homemade preferred (1 can be chili)
Salad Bar	5	1 gelatin, 1 green with 15 accompaniments, 1 cottage cheese, 1 specialty or carrots and celery sticks.
Entrees	2	2 hot meat extender dishes, 1 to be a light line offering
Deli Bar	1	Cold sandwich from 4 choices of meat (1 ½ oz. Slice) to include roast beef, ham and turkey, 3 selections of salad spreads, 2 selections of cheese (1 oz. Slice), homemade white and wheat bread and buns.

Bulk Yogurt	1	1 variety each day
Potato or vegetable	2	A variety of potato chips, French fries, appropriate potato product or vegetable will be offered to compliment entrees.
Bread	3	Choice of loaf bread and homemade dinner roll
Desserts	5	1 baked item, 1 pudding, 1 canned fruit, 1 fresh fruit, and ice cream each day
Grill Works	2	Hamburgers, hot dogs (1/4 lb.) brats, patty melts
Grill Sides	7	Rotate cottage and French fries, potato wedges and tater tots
Pizza	2	Various pizza, Italian products
Mexican Food	1	Various Mexican entrees
Beverages	14	Milk (1%, skim, whole and chocolate) coffee (reg. and de-caff.) tea, carbonated, (8) carbonated drinks.
Condiments		Variety of items to compliment the meal including, but not limited to, ketchup, mustard, six salad dressings (name brands preferred), pickle slices, butter, or low fat margarine, mayonnaise, salt, pepper, peanut butter and jelly.

DINNER

Soup	2	Homemade preferred
Salads	5	1 gelatin, 1 green with 8 accompaniments, 1 cottage cheese or fruit, 1 specialty or carrot and celery sticks
Entrees	3	2 solid meat protein, 1 light
Steak (Steak Night)	1	8 oz. Raw meat USDA choice cut
Potato or Vegetable	3	Fresh frozen to be served Daily and appropriate Potato produce
Bread	3	Choice of loaf bread and homemade (warm) dinner roll plus hot specialty breads daily
Desserts	4	1 cream or fruit pie, served 3 times per week, 2 naked items, 1 pudding, 1 fresh or canned fruit, soft/hard ice cream with fruit toppings
Beverages	14	Milk (1%, skim, whole and chocolate) coffee (reg. and de-caff.) tea, 8 carbonated beverages.
Condiments		Variety of these to compliment the meal- see lunch
Grill Works	2	Hamburgers, hot dogs (1/4 lb.) brats, patty melts
	1	Rotate cottage and French fries, potato wedges and tater tots
Pizza	2	Various pizza, Italian products
Mexican Food	1	Various Mexican entrees

WEEKEND BRUNCH

Juices	4	Orange juice will always be included (juice to be canned or fresh frozen)
Fruits	4	1 canned, 3 fresh daily
Grill works	3	Sausage gravy and biscuits and eggs must be offered, supplement with hot cakes or French toast, waffles, and potatoes
Entrees	2	2 hot extender meat dishes with 1 to be a light line item
Meat	2	Whole meat items with one to be ham, bacon, or sausage. One carved meat, Sunday only
Potato	1	Potato product, Sunday only
Breads	4	White, wheat, rye, and bagels
Bulk Yogurt	1	1 variety offered
Salad Bar	5	1 Gelatin, 1 green with 15 accompaniments, 1 cottage cheese, 1 specialty, carrots
Soups	2	Homemade preferred (1 may be chili)
Pastries	2	Donuts plus sweet rolls or other pastry
Cold Cereals	8	Individual or bulk
Hot Cereals	1	Choice varied daily and served especially from November 1-April 1
Beverages	14	Coffee (reg. and de-caff.), hot chocolate, tea, milk (1%, skim, whole and chocolate), and 8 carbonated drinks
Condiments		To include, but not limited to, butter, and low-fat margarine,

Syrup, jams, jellies, cream cheese, salt, pepper, sugar, peanut butter, honey, ketchup, mustard, six salad dressings (homemade preferred, 1 Italian lo-cal and 1 creamy 10-cal), mayonnaise

WEEKEND DINNER

Same as Dinner during the week.

APPENDIX C

OPERATIONAL REPORT FORM EXAMPLE

For the Period Ending _____

Income

Board Contracts	_____	
Cash Meal Sales	_____	
Cantina Food Sales	_____	
Cantina Beer Sales	_____	
Catering Sales	_____	
Miscellaneous Sales	_____	
TOTAL INCOME	\$ _____	\$ _____ To Date

Expenses

Food:

Beginning Inventory	_____	
Purchases	_____	
Goods Available for Sale	_____	
Ending Inventory	_____	
Cost of Goods Sold	_____	
Food Cost Percentage	_____	\$ _____ To Date
Food Cost per Meal Served	_____	\$ _____ To Date

Payroll

Full-time	_____	
Student	_____	
Part-time	_____	
TOTAL PAYROLL	_____	\$ _____ To Date
Labor Cost Percentage	_____	\$ _____ To Date
Meals per Person Hour	_____	\$ _____ To Date

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Labor Hours

Full-time	_____	
Student	_____	
Part-time	_____	\$_____
		To Date

Current Workers

Full-time	_____	
Student	_____	
Part-time	_____	\$_____
		To Date

Possible Meals

<u>17 Meal Plan</u> Meals	_____	_____
<u>14 Meal Plan</u> Meals	_____	_____
<u>12 Meal Plan</u> Meals	_____	_____
		To Date

Attendance

Breakfast	_____	_____
Brunch	_____	_____
Lunch	_____	_____
Dinner	_____	_____
Cash Meal	_____	_____
Catering	_____	_____
Other	_____	_____
		To Date

Percentage of Attendance

<u>17 Meal Plan (A)</u>	_____	_____
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OPERATION REPORT FORM

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14 Meal Plan (B) _____

12 Meal Plan (C) _____

To Date

Current Board Contract Participants

17 Meal Plan (A) _____

14 Meal Plan (B) _____

12 Meal Plan (C) _____

To Date

ATTACHMENT D

VENDOR SIGNATURE FORM

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID RESPONSE

BID/RFP INVITATION NO: CSU-Pueblo RFP17-00001

Proposal Submittal Deadline: December 5, 2016 @ 2:00 PM MST

Bid Solicitation will indicate whether this is a Sealed or Fax Bid

BID RECEIPT:

SEALED BIDS -- Bid to be submitted in sealed envelope bearing the NAME AND ADDRESS OF THE BIDDER, THE DATE AND HOUR OF OPENING AND INVITATION NUMBER ON THE FACE OF THE ENVELOPE.

Bid must be received on or before the indicated due date and time in the:

Colorado State University-Pueblo Purchasing Office
Administration Building, Room #309
Pueblo, CO 81001

Please be advised that telegraphic or electronic bids (Fax, Western Union, Telex, etc.) cannot be accepted directly in the Purchasing Office as a sealed bid. Bidders are urged to read the bid thoroughly before submitting a bid.

ALL BIDS SHALL BE QUOTED F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED

Per the attached specifications, terms and conditions

Vendor is required to submit Federal Employer Identification Number (F.E.I.N.) prior to payment of Purchase Order.

F.E.I.N. _____

DELIVERY DATE _____ TERMS _____

COMPLETE COMPANY NAME _____ State _____
(Include INC., DBA, LLC, LLP, Sole Proprietorship or any other ownership) (State of incorporation)

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____ FAX _____ EMAIL _____

Please indicate if Bidder is a State of Colorado PERA (Public Employees Retirement Association) retiree:
 Yes No

Please indicate if Bidder anticipates Performing or Subcontracting Services outside the United States or Colorado. _____
Yes No

If the bidder anticipates services under the contract resulting from this solicitation or any subcontracts will be performed outside the United States or Colorado, the bidder shall provide in a written statement which must include, but need not be limited to, the type of services that will be performed at a location outside the United States or Colorado and the reason why it is necessary or advantageous to go outside the United States or Colorado to perform such services.

NAME OF AUTHORIZED SIGNATOR _____
(Individual with authority to enter into and execute agreements/contracts/assignments/or any other legal document on behalf of company; include name/title/address/phone/fax if different from above) _____

SIGNATURE (of Vendor's representative) _____

TYPED/PRINTED NAME _____ TITLE _____

ATTACHMENT E

**Request for Taxpayer
Identification Number and Certification**

Form **W-9**

Substitute Form
State of Colorado 8-2007

Give form to the
requester. Do not
send to the IRS.

Print or Type
See Specific Instructions on page 3.

Legal Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester: Colorado State University-Pueblo 2200 N. Bonforte Boulevard Administration Room #309 Pueblo, CO 81001
City, state, and ZIP code.	
List Account number(s) here (optional)	Tax Payer Phone Number:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN) **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN on page 3.**

Social Security number								

Note: If the account is in more than one name, see the chart on page 3 for guidelines on whose number to enter.

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because. **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 3.)

Sign Here	Name (Print or Type)	Signature of U.S. person ▶	Date ▶
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Minority and Women-owned Businesses (M/WBEs) Self Certification (Please check all boxes that apply)

In an effort to track levels of participation by women and minorities doing business with the State of Colorado, the following information is requested. Please indicate the appropriate category of ownership for your company. "Owned" in this context means a business that is at least 51 percent owned by an individual(s) who also control(s) and operate(s) it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day-to-day management. If your business is jointly owned by both men and women or is a large publicly held corporation, please check the box labeled "Not Applicable."

Gender Information:

- Female-Owned Male-Owned Not Applicable

Owner Ethnicity Information

- African American Asian/Pacific American White (non-Hispanic) Not Applicable
- Hispanic American Native American Other: _____

Small Business Information

Small Business (a business that is organized for profit, is independently owned and operated, and has 25 or fewer full time equivalent employees.)

- Yes No

ATTACHMENT F

COLORADO SPECIAL PROVISIONS (apply to all contracts except where noted in *italics*)

- 1. CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- 2. FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- 3. GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671, *et seq.*, as applicable now or hereafter amended.
- 4. INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.
- 5. COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- 6. CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
- 7. BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
- 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements]** Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, *et seq.*; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts

required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [*Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services*]

Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101, *et seq.*, the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101, *et seq.*, and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-9-09