



CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

## **REQUEST FOR PROPOSAL (RFP) # 21-011**

### **CSUDH Strategic Sponsorship Program: Food Service & Dining**

**December 16, 2021**

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**NOTE:** Updates, changes or addendums to the RFP are posted at:

[CSUBUY Public Bid Portal](#)

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## SECTION 1 – GENERAL INFORMATION

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### 1.1 INTRODUCTION

The California State University, Dominguez Hills (“CSUDH”) is seeking proposals from qualified corporate food service management sponsors for the provision and management of a Food Service Program. Our goal is to partner with one vendor that can help the university transition from self-Op to a fully outsourced food service management contract that will assist CSUDH in the following initiatives:

- Establish a strategic business, marketing and philanthropic alliance that will benefit the entire CSUDH community;
- Support the intellectual, personal and professional development of its students;
- Create opportunities for innovation, scholarship, research and creative activity;
- Provide affordable, first-in-class products and services that enhance the student, faculty, staff and alumni experience.

### 1.2 CALIFORNIA STATE UNIVERSITY

CSUDH is one of the 23 campuses that comprise the California State University [System](#) spanning the entire state. The CSU system is the largest four-year public university system in the United States, educating nearly half a million students per year. The system has one of the most diverse student populations in the country. The CSU System was established in 1960 encompassing the first institution of public higher education in California, San Jose State University, established in 1857, and the most recent, California State University, Channel Islands, established in 2002.

The California State University system produces \$17 billion a year in economic activity and one in every 10 California workers is a graduate.



### 1.3 CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS



CSUDH, under the leadership of President Thomas A. Parham, Ph.D., strives to be the model for urban metropolitan universities in the United States.

The mission of CSUDH is to provide education, scholarship and service that are, by design, accessible and transformative. We welcome students who seek academic achievement, personal fulfillment, and preparation for the work of today and tomorrow.

CSUDH is a public university in the city of [Carson](#) within Los Angeles County. It was founded in 1960 and is part of the California State University (CSU) system. The campus sits on the historic Rancho San Pedro, the oldest land grant in the Los Angeles area. The land was in the continuous possession of the Dominguez family through seven generations - from 1784 to its acquisition by the people of the state of California for the University. The campus mascot is the Toro, Spanish for bull.

The University was originally situated in Palos Verdes, CA and named South Bay State College (1960-1962). After the Watts Rebellion of 1965, the state decided that the emerging school should attend to the underserved population of South Central Los Angeles. It was renamed California State College, Dominguez Hills (1966), before achieving university status in 1977 and becoming known by its present name.

Founded on the principle of social justice, the student population is among the most diverse in the country. Nearly 90% of the student body are people of color. Hispanic students make up 64% of the student body; that is the 3<sup>rd</sup> highest in the state. African American students comprise 14% (the highest percentage of any public university in California) and 10.8% of the students identify as Asian/Pacific Islander.



### 1.3.1 CSUDH FACTS

Founded:	1960
President:	Thomas A. Parham, Ph.D.
Total University Enrollment:	17,027 - Total 15,224 - Undergraduate 1,803 - Graduate/Professional (Post-Bac)
Areas of Study:	296 Degree (Concentration) Options Across 77 Academic Programs
Degrees Awarded, (2018-19):	Bachelor's – 3,165 Master's/Professional – 768 Total – 3,933
Faculty:	1,022
Staff:	1,491
Governance:	Dr. Joseph I. Castro, Chancellor California State University System and 25-member Board of Trustees the majority of whom are appointed by the Governor of California
Endowment:	\$12.9 million
Operating Budget:	\$255 million
University Web Site:	<a href="http://www.csudh.edu">www.csudh.edu</a>

### 1.3.2 EDUCATIONAL EXCELLENCE

CSUDH is a major university for Los Angeles and Orange Counties. It offers 46 undergraduate majors, 23 master's degrees, and multiple certificate and credential programs. The campus is accredited by the following associations: Western Association of Schools and Colleges, the Association of Collegiate Business Schools and Programs, the National Association of Schools of Public Affairs and Administration, the National Association of Schools of Music, and the National Association of Schools of Theatre.

In summer 2020, the College of Business Administration and Public Policy received the prestigious AACSB ([Association to Advance Collegiate Schools of Business](#)) accreditation. This designation further solidifies our aspirations to be a model urban university in America.

CSUDH has risen from 10th to 8th place on CollegeNET, Inc.'s [2021 Social Mobility Index](#), a benchmark for universities according to how effectively they graduate students from low-income backgrounds into good-paying jobs.

The 2021 Social Mobility Index includes 1,549 four-year institutions. Six CSU campuses, including CSUDH, were among the top ten.

CSUDH was honored with a prestigious Eddy Award during the Los Angeles County Economic Development Corporation's (LAEDC) 24th Annual Eddy Awards gala dinner in November 2019. The award recognized CSUDH's excellence in academia and outstanding efforts to provide access to higher education in Los Angeles. In 2015, CSUDH ranked #11 in Washington Monthly's [list](#) of Master's University Rankings. That same year,

CSUDH was ranked 88th nationally by The Brookings Institution for the [value-add](#) to students who graduate. Using a similar methodology, The Economist ranked CSUDH 63rd in its 2015 college [rankings](#).

### 1.3.3 CONSTRUCTION

In July 2021, the governor signed the state budget package which includes \$60 million earmarked for a trio of CSUDH campus infrastructure projects. \$20M of this funding was allocated for a new residential dining hall/complex thanks to the support of State Senator Steven Bradford and the California Legislative Black Caucus. The campus has recently completed three major construction projects -- the Science and Innovation Building, Innovation and Instruction Building, and a new 506-bed residential Student Housing building. Each plays a major role in keeping CSUDH at the forefront of urban universities, while also enhancing the campus aesthetic and improving student service.

#### A. Science and Innovation Building

The new Science & Innovation Building is a three-story instructional building encompassing 91,000 gross square feet (GSF) that will house teaching and research laboratory space for Chemistry, Biology, Physics, and CISE (Center for Innovation in STEM Education), including a maker-space fabrication lab. A landscaped courtyard will link this building with the Natural Sciences and Mathematics building to provide an outdoor space for congregation and collaboration.



The Science & Innovation Building opened for Summer Semester 2020. A virtual tour is available with this [link](#) and a digital fly-through is available [here](#).

#### B. Innovation and instruction building

The Innovation and Instruction Building is a new four-story structure at the entrance of the CSUDH campus. The building will have approximately 107,600 GSF of space and was completed Fall Semester 2021.

The building houses general university and business school classrooms, faculty/administration offices, and a café, as well as a university event center with kitchen support. Classrooms and computer labs range from 25 to 120 seats; the larger classrooms

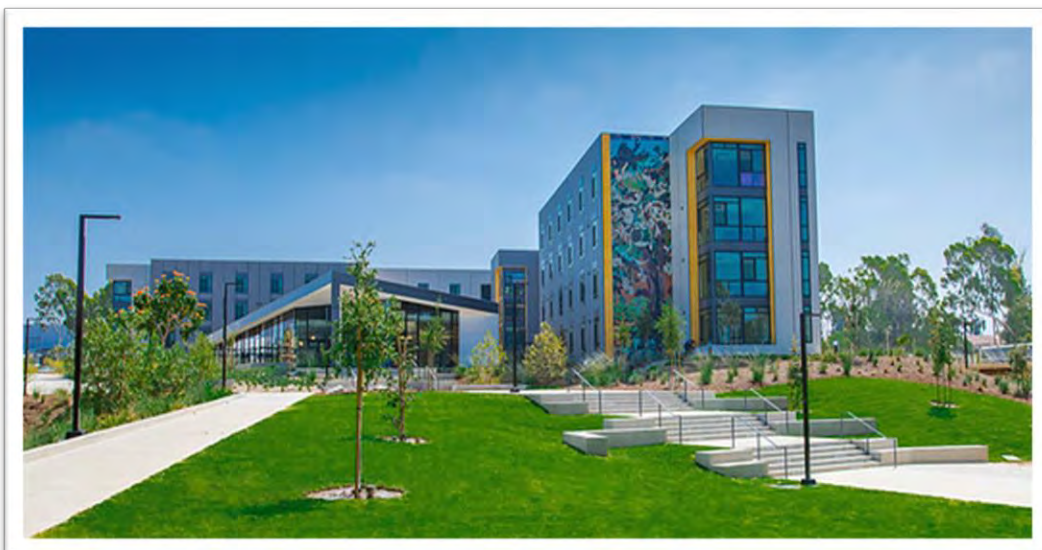
are designed as active learning environments. Within this structure, we house a 1,949 sq. ft. fully equipped state-of-the-art electrical kitchen and a 1,277 sq. ft. café, ready to serve the campus community.

A virtual tour is available with this [link](#).



### C. Student Housing Building Phase III

The new student housing building complex consists of a 506-bed dormitory-style student housing. This new complex includes a four-story residence building and a one-story common building. The residence building includes double, triple, and quadruple bedrooms, shared restrooms, private bedrooms for 11 resident advisors, a laundry room, study rooms, several small and large lounges, and a two-bedroom apartment for the residential coordinator. The commons building houses administrative offices, lounge and multi-purpose space, mail/package delivery room, vending area, a convenience store, restrooms, study room for small groups, and other miscellaneous support spaces.





This building opened Fall 2020 for student move-in. A virtual tour is available with this [link](#).

**D. Student Housing Building Phase IV and Dining Commons (*Future Construction, Completion Slated for Fall 2024*)**

The proposed project will be comprised of Student Housing Phase IV and a Dining Commons and will potentially accommodate 600 additional beds. The project will provide approximately 50,760 of assignable square feet (ASF) with a gross area of 84,600 square feet (GSF) for Student Housing Phase IV and 14,000 of assignable square feet (ASF) with a gross area of 21,000 square feet (GSF) for Dining Commons. The building would be positioned north of existing Student Housing Phase III and would have a loading dock for food delivery and trash collection access from International Avenue.

The Dining Commons will consist of between 400 to 500 seats, multiple food stations/options, an all-electric kitchen, refrigeration and freezers, outdoor patio seating area on the ground floor and on the upper level. There will be limited offices for food service administration.

**Proposed Site for the new Student Housing Building Phase IV and Dining Commons (red box)**



**1.3.4 SPORTS**

CSUDH competes in intercollegiate athletics for men and women, and participates through the California Collegiate Athletic Association (CCAA) at the Division II level of the [National Collegiate Athletic Association](#) (NCAA). Men's sports include baseball, basketball, golf, and soccer. Women's sports include basketball, soccer, softball, track and field and volleyball. The players are called Toros and play under the colors of Cardinal and Gold.

Collegiate sports facilities include Toro Stadium (soccer), Torodome (basketball and volleyball), and Toro Field (baseball and softball). In total, 95 Toros have been awarded All-American status totaling 134 awards. The University has earned three NCAA Division II Championships in soccer. Former Toro [Kevin Pillar](#) currently plays center field for the Boston Red Sox. [Carmelita Jeter](#) is a six-time All-American who won three medals (gold, silver, and bronze) in the 2012 Olympics and set a World Record in the 4x400 Relay.

## Dignity Health Sports Park



The Dominguez Hills campus enjoys a number of strategic partnerships with various community entities. CSUDH is home to Dignity Health Sports Park a multiple-use professional sports complex that consists of a Soccer Stadium, Tennis Stadium, a track and field facility, and [VELO Sports Center](#) – the only cycling track of its kind located in the United States. The \$150 million complex opened in 2003 and was developed and operated by the Anschutz Entertainment Group. With a seating capacity of 27,000, the stadium is the largest soccer-specific stadium in the United States.

Its primary tenant is the LA Galaxy of Major League Soccer. The stadium is also home to the Los Angeles Wildcats of the XFL. Prior to the completion of the National Football League's Sofi Stadium in Inglewood, CA, Dignity Health Sports Park was home to the Los Angeles Chargers.

It also hosted the 2003 FIFA Women's World Cup final and the 2004 NCAA Men's College Cup. The venue is also popular for concerts and television and film productions. During the 2028 Summer Olympics, the venue will host rugby, tennis, modern pentathlon, field hockey, and track cycling.

### 1.3.5 CARSON, CA

While serving the South Bay and South Los Angeles regions of the LA Basin, the Dominguez Hills campus enjoys a strategic partnership with the City of Carson. We collaborate with city government officials, partner with them on strategic endeavors, and our students enjoy taking advantage of co-curricular learning opportunities within city, and area facilities. Our campus activities, however, are not restricted to the City of Carson alone, indeed, we seek to have a major influence on the Los Angeles city and county region.

## 1.4 CSUDH STRATEGIC FRAMEWORK

### OUR MISSION

We provide education, scholarship, and service that are, by design, accessible and transformative. We welcome students who seek academic achievement, personal fulfillment, and preparation for the work of today and tomorrow.

### OUR VISION

A vital educational and economic resource for the South Bay, CSUDH will be recognized as a top-performing Comprehensive Model Urban University in America. We will be known as a campus community and gathering place where:

- Diversity in all its forms is explored, understood, and transformed into knowledge and practice that benefits the world.
- Technology is embraced and leveraged to transcend educational boundaries as we reach out to students, both locally and globally.
- Sustainable environmental, social, and economic practices are a way of life.
- Students from our community who aspire to complete a college degree are provided the pathway and guidance to succeed.
- Faculty and staff across the university are engaged in serving the dynamic needs of the surrounding communities.
- Student life is meaningful and vibrant.
- Our accomplishments and those of our alumni are recognized nationally and internationally.
- Ultimately, our students graduate with an exemplary academic education, a highly respected degree, and a genuine commitment to justice and social responsibility.

### OUR CORE VALUES

The following core values are fundamental to our success:

- **Accountability.** We recognize and live up to our responsibility to our students, campus resources and finances, staff, faculty alumni, supporters, and the community at large.
- **Collaboration.** All segments of the campus community work together to support our vision as well as our students' success.
- **Continuous Learning.** We strive to continually improve teaching, scholarship, and service.
- **Rigorous Standards.** We identify, implement, and support excellence in all our practices.
- **Proactive Partnerships.** We actively engage with our communities and its members to promote educational opportunities and excellence for our students.
- **Respect.** We celebrate and respect diversity in all forms.
- **Responsiveness.** We are here to serve the needs of students, this community, and society.

## 1.5 RFP RULES AND INSTRUCTIONS

The rules governing this RFP are stated in the Solicitation Provisions and Proposer's Certifications, and Instructions, Content, and Format Sections. Proposers are advised to carefully read, understand, and comply with these requirements in preparing a response to this RFP.

## 1.6 SPONSORSHIP OPPORTUNITY TERM

CSUDH is soliciting proposals from experienced and qualified proposers in the Foodservice & Dining categories. The CSU prefers a term of no less than Ten (10) years for the Sponsorship Agreement, with the right to extend the sponsorship for additional years. However, CSUDH will consider alternate durations for the agreement.

## SECTION 2 - SCHEDULE OF EVENTS

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Schedule of Events	Date	Time
Release of Request for Proposal	December 16, 2021	--
Pre-Proposal Conference	December 22, 2021	10:00 am, PT
Campus Tour	January 7, 2022	10:00 am, PT
Last Day to Submit Questions for Clarification	January 13, 2022	5:00 pm, PT
Addenda Released	January 18, 2022	--
Deadline for Submission of Proposals	January 27, 2022	2:00 pm, PT
Bidder Shortlist Identified	February 4, 2022	
Bidder Interviews	Week of February 7, 2022	
Notice of Intent to Award	February 15, 2022	--
Contract Award	February 28, 2022	
Dining and Catering Roll Out	Fall 2022	
Meal Plan	Fall 2023	

The dates up to and including the "Deadline for Submission of Proposals" date may be adjusted upon advance written notice. Dates after the receipt of proposals may be adjusted without written notice. Additional RFP steps may be included at the discretion of CSUDH.

***PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED WILL BE REJECTED.***

### 2.1 PRE-PROPOSAL CONFERENCE

A non-mandatory virtual pre-proposal conference will be held via Zoom Conference to discuss the requirements of the RFP and provide clarifications to potential Proposers. Proposers are asked to thoroughly review the RFP prior to attending the pre-proposal conference to facilitate a productive meeting. Proposers are encouraged to submit questions or comments in writing via the CSUBUY portal prior to the pre-proposal conference. Proposers attending the pre-proposal conference must email Maria Hernandez at [mehernandez@csudh.edu](mailto:mehernandez@csudh.edu) to obtain the Zoom Conference Call information. Attendance **is not mandatory** in order to submit a proposal.

The pre-proposal conference meeting will be recorded and posted on CSUBUY.

No changes to any of the requirements of the RFP will be issued at this meeting. No statements from any CSUDH representative, shall be relied upon as changing the language or intent of the RFP. All changes, if any, shall be issued in the form of a written addendum only. It is the sole responsibility of the Proposers to ascertain that all addenda have been received and reviewed prior to the RFP closing date.

Any prospective Proposer desiring an explanation or interpretation of the RFP requirements, provisions, etc., must request it in writing no later than the date stated in the Schedule of Events to allow a reply to reach all prospective Proposers before Deadline for Submission of Proposals.

Oral explanations or instructions given before the award of the contract will not be binding.



## **2.2 QUESTIONS**

Questions shall only be accepted if submitted via the CSUBUY portal at: <https://bids.scquest.com/apps/router/publicevent?customerorg=calstate>. Responses to questions and all addenda will be posted on CSUBUY.

## **2.3 CAMPUS TOURS**

Proposer shall have the opportunity to tour the campus on January 7, 2022, at 10am, to gain a better understanding of CSUDH facilities and landscape and begin to envision the opportunities and potential. Proposers attending the Campus Tour shall email Maria Hernandez at [mehernandez@csudh.edu](mailto:mehernandez@csudh.edu). Bidders are limited to two (2) attendees, and all attendees shall be in strict compliance with COVID-19 Guidelines and Protocols, as indicated in Attachment L.

Attendees shall park in Parking Lot 7 (Refer to Campus Map, Attachment R for directions), and shall be responsible for purchasing parking permit at the kiosk available at the perimeters of the parking lot.

## **2.4 INTERVIEWS**

Interviews with shortlisted responders will be held the week of February 7, 2022, via zoom. The interviews will be approximately two hours in duration and be comprised of presentation and discussion sections. Specific dates for the interviews will be coordinated with Proposers and CSUDH stakeholders. The interviews will be the final opportunity for responders to convey the benefits of their team and sponsorship with CSUDH prior to final selection.

## **SECTION 3 – SOLICITATION PROVISIONS AND PROPOSER’S CERTIFICATION**

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### **3.1 SOLICITATION PROVISIONS**

#### **3.1.1 DEFINITIONS**

- a. The California State University, Dominguez Hills is referred to as “University,” or “CSUDH”.
- b. The terms “bid” and “proposal” are synonymous and means an offer made in response to a solicitation to perform a contract for work and labor or to supply goods at a specified price, whether or not it is considered a “seal bid” or results in award of a contract to a single or sole source.
- c. “Contract” and “Agreement” are synonymous and is defined as a legally enforceable agreement that meets certain specified legal requirements between two or more parties in which each party agrees to give and receive something of legal value.
- d. “Bidder”, “Vendor”, “Contractor”, or “Proposer”, is used to interchangeably and each shall apply to the business entity which submits a bid/proposal or is awarded a contract.

#### **3.1.2 RESERVATION OF RIGHTS**

CSUDH may reject any or all proposals and may waive any immaterial deviation in a proposal. CSUDH's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the specifications if the Proposer is awarded the contract. Proposals that include terms and conditions that conflict with or take exception to any terms and conditions may be rejected as being non-responsive. In the event all proposals are rejected or CSUDH determines alternative solutions are in its best interest, CSUDH may cancel this solicitation and pursue alternative sourcing options.

CSUDH may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish all such information and data for this purpose. CSUDH reserves the right to reject any submittal made pursuant to this RFP or any subsequent Proposal or bid if the evidence submitted by, or investigation of, such Proposer fails to satisfy CSUDH that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work specified. Additionally, CSUDH reserves the right to request additional performance guarantees if, in the sole opinion of CSUDH, financial stability or capability cannot be established.

#### **3.1.3 NON-ENDORSEMENT**

If selected as a qualified Proposer, the Proposer shall not issue any news releases or other statements pertaining to selection, which state or imply CSUDH endorsement of Proposer's services.

#### **3.1.4 DISPUTES/PROTESTS**

CSUDH encourages potential Proposers to resolve issues regarding the requirements or the procurement process through written correspondence and discussions. CSUDH wishes to foster cooperative relationships and to reach a fair agreement in a timely manner.

Proposer's filing a notification to protest must do so within five (5) business days after a Notice of Intent to Award has been publicly posted. The protesting Proposer shall submit a full and complete written statement detailing the facts in support of the protest within 10 calendar days after expressing notification to protest. Protest must be sent by certified or registered mail, via email, or delivered in person to the Director, Procurement and Contracts, California State University, Dominguez Hills. Within a reasonable time after receipt of the written statement of protest, CSUDH will provide a decision on the matter. The decision will be in writing and sent by

certified or registered mail, via email, or delivered in person to the protesting Proposer. THE DECISION OF THE UNIVERSITY IS FINAL.

### 3.1.5 AWARD OF CONTRACT

CSUDH reserves the right to reject any and all proposals and to award one or more contracts. Award, if any, will be to the Proposer, whose proposal best complies with all of the requirements of the RFP documents and any addenda. A "Notice of Intent to Award" will be posted publicly for five (5) consecutive business days prior to the award.

The selected Proposer and CSUDH shall commit to negotiation for the final scope of services to be accepted and execution of an Agreement, in accordance with the terms and conditions herein, within 30 days of the Notice of Intent to Award. If the parties are unable to reach final agreement within this time frame, the parties may mutually agree upon a time extension to complete contract negotiations and execute an Agreement. If the parties are unable to agree upon a time extension, or if CSUDH determines that a time extension would not be beneficial to the project, CSUDH reserves the right to terminate negotiations and proceed with the next qualified Proposer.

### 3.1.6 EXECUTION OF THE AGREEMENT

The Agreement shall be signed by the Contractor and returned, along with the required attachments to CSUDH within **five (5)** calendar days from receipt of contract. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until signed by the authorized CSUDH officials. Any work performed prior to receipt of a fully executed contract shall be at Contractor's own risk.

### 3.1.7 FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the successful Proposer refuses or fails to execute the Agreement, CSUDH may award the Agreement to the next qualified Proposer.

### 3.1.8 CONFLICT OF INTEREST

CSU requires a Statement of Economic Interests (California Form 700) to be filed by any Consultant (or Contractor) who is involved in the making or participation in the making of decisions which may foreseeably have a material effect on any CSU financial interest.

### 3.1.9 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE

Disabled Veteran-Owned Business Enterprise participation requirements have been waived for this solicitation in the best interests of the CSUDH, however the following DVBE incentives are still offered for additional points.

In accordance with Government Code section 14838(f), and Military and Veterans Code sections 999.5(a) and 999.5(d), the Trustees shall grant a bid incentive for bid evaluation purposes only. The level of DVBE incentive will correlate to the level of participation; that is, the more DVBE participation proposed, the higher the incentive. A non-small business cannot displace a California certified small business from the top ranked position due to application of preferences or incentive.

The bid incentives levels are as follows:

DVBE Participation on this contract	Incentive
2%	1%
3%	2%
4%	3%
5% and above	4%

In solicitations where an award is to be made to the highest scored Proposer based on evaluation factors in addition to price, the DVBE Incentive shall be a percentage of the highest responsible Proposer's total score. In solicitations where an award is to be made to the low bid, the incentive is a percentage of the low bid total.

If offering a DVBE Incentive, please complete the Proposer Declaration Form and indicate the total DVBE participation. For further information on DVBE participation requirements or incentive for this project, contact Maria Hernandez, CSUDH Small Business & DVBE Advocate at 310-243-3799 or via email at [mehernandez@csudh.edu](mailto:mehernandez@csudh.edu).

#### 3.1.10 SMALL BUSINESS PREFERENCE

The State of California requires agencies to provide a five percent (5%) preference to Proposers or Proposers who qualify as either California certified small businesses or non-small businesses that commit 25% of the contract value to California certified small businesses. To be eligible, the small businesses must be certified by The Office of Small Business and DVBE Services. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Government Code, Section 14838, et seq. and Title 2, California Administrative Code, Section 1896, et seq. Copies of the codes and regulations are available online or upon request.

If requesting the Small Business Preference, please complete the Proposer's Declaration Form and indicate the total Small Business participation.

The use of the Small Business Preference shall be in compliance with the law and specifically Government Code Section 14838.B.2. In solicitations where an award is to be made to the highest scored Proposer based on evaluation factors in addition to price, the preference to small businesses or microbusiness shall be 5 percent of the highest responsible Proposer's total score. The preference to non-small business Proposers that provide for small business or microbusiness subcontractor participation shall be up to a maximum 5 percent of the highest responsible Proposer's total score, determined according to rules and regulations established by the Department of General Services. In solicitations where an award is to be made to the low bid, the preference is applied by factoring 5 percent of a non-small business low bid total and subtracting this amount from the small business bid total.

#### 3.1.11 TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

Preference will be granted to California-based Bidders in accordance with California Government Code Section 4530 whenever contracts for goods or services are in excess of \$100,000 and the Bidders meet certain requirements as defined in the California Administrative Code (Title 2, Section 1896 et seq.) regarding labor needed to provide the services being procured. The preference amount is five percent (5%) with a potential of up to an additional four percent (4%) if the Bidder meets certain additional workforce requirements. Refer to Attachment Q for additional information.

#### 3.1.12 ACCESSIBILITY TECHNOLOGY INITIATIVE – SECTION 508

California Government Code 11135 requires that CSUDH comply with Section 508 of the Rehabilitation Act of 1973, as amended, and to apply the accessibility standards published by the U.S. Access Board for electronic and information technology (EIT) products and services that it buys, creates, uses, and maintains.

EIT is any equipment, interconnected system, or subsystem of equipment used in the creation, conversion, or duplication of data or information. EIT is defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101. EIT includes:

- a. Telecommunication products, such as telephones;
- b. Information kiosks;
- c. Transaction machines;



- d. World Wide Web sites;
- e. Software and Operating Systems;
- f. Computers;
- g. Multimedia (including videotapes), and;
- h. Office equipment, such as copiers and fax machines.

### 3.1.13 ACCOMMODATIONS FOR THE DISABLED

It is the policy of CSUDH to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. Persons with a disability needing a reasonable modification to participate in the procurement process, or persons having questions regarding reasonable modifications for the procurement process may contact the buyer listed elsewhere in this solicitation.

### 3.1.14 PUBLIC CONTRACTS CODE RESTRICTIONS FOR CSUDH EMPLOYEES

CSUDH employees and immediate past employees must comply with restrictions regarding contracting with CSUDH. Proposer needs to be aware of the following provisions regarding current or former CSUDH employees. In submitting a bid, Proposer certifies that the Proposer is eligible to contract with CSUDH pursuant to the Public Contracts Code (PCC) sections list below:

- a. Current CSUDH Employees (PCC Section 10831):
  - i. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any CSUDH department through or by a CSUDH contract unless the employment, activity or enterprise is within the course and scope of the officer's or employee's regular CSUDH employment.
  - ii. No officer or employee shall contract on his or her own behalf as an independent Proposer with any CSUDH department to provide goods or services.
  - iii. This prohibition does not apply to officers or employees of CSUDH with teaching or research responsibilities.
- b. Former CSUDH Employees (PCC Section 10832):
  - i. For the two-year period from the date he or she left CSUDH employment, no former CSUDH officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any CSUDH department.
  - ii. For the twelve-month period from the date he or she left state employment, no former CSUDH officer or employee may enter into a contract with any CSUDH department if he or she was employed by that CSUDH department in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving CSUDH service.

### 3.1.15 LOSS LEADER

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 10730 of the Business and Professions Code.

"Loss leader" means any article or product sold at less than cost:

- a. Where the purpose is to induce, promote, or encourage the purchase of other merchandise; or
- b. Where the effect is a tendency or capacity to mislead or deceive purchasers to prospective purchases; or
- c. Where the effect is to divert trade from or otherwise injure competitors.

### 3.1.16 BRAND NAMES

Any reference to brand names is intended to be descriptive, but not restrictive, unless otherwise specified. Proposals meeting the indicated standards of quality will be considered, unless

otherwise specified, providing the proposal clearly describes the article offered and how it differs from the referenced brands. Unless the contractor specifies otherwise in the proposal, it is understood the Contractor is offering referenced brands as specified. CSUDH reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references. CSUDH may require a contractor offering a substitute to supply additional descriptive material and sample.

### **3.2 PROPOSER'S CERTIFICATION**

By submitting a proposal, the Proposer certifies to comply with the following:

#### **3.2.1 AMERICANS WITH DISABILITIES ACT (ADA)**

Proposer assures CSUDH that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.).

#### **3.2.2 UNFAIR PRACTICES ACT**

Proposer warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.).

#### **3.2.3 VIOLATION OF AIR OR WATER POLLUTION LAWS**

Unless the contract is less than \$25,000.00 or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. By a proposal the Proposer warrants that the Proposer has not been found to be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution district, or is subject to a cease and desist order not subject to review issued pursuant to Section 13310 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is finally determined to be in violation of provisions of federal laws relating to air or water pollution. By submitting a bid, the Proposer certifies that it has not been identified either by published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.

#### **3.2.4 COMPLIANCE WITH NLRB ORDERS**

In submitting a bid or signing a contract the Proposer swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Proposer within the immediately preceding two-year period because of the Proposer's failure to comply with an order of a federal court which orders the Proposer to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.29.

#### **3.2.5 ASSIGNMENT OF ANTITRUST ACTIONS**

The Proposer's attention is directed to the following provisions of Government Code Sections 4552, 4553, and 4554, which shall be applicable to the Proposer:

In submitting a bid to a public purchasing body, the Proposer offers and agrees that if the bid is accepted, it will assign to the procurement body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the procurement body pursuant to the bid. Such assignment shall be made and become effective at the time the procurement body tenders final payment to the Proposer (Government Code Section 4552).

If an awarding body or public procurement body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be

entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery (Government Code Section 4553). Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Government Code Section 4554).

### 3.2.6 NONCOLLUSION AFFIDAVIT

By submitting a bid, Proposer hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is genuine and not collusive, false, or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid, and has not directly or indirectly agreed with any Proposer or anyone else to put in a false or sham bid, or to refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought to fix any overhead, profit or cost element of the bid, of that of any other Proposer, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

### 3.2.7 SAFEGUARDS FOR PROTECTING CSUDH INFORMATION ASSETS

By submitting a bid, Proposer acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b) (2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. In the event that such information is required for the performance of the work specified, the Proposer hereby certifies that it has the appropriate safeguards in place as required by Title 16 Code of Federal Regulation Chapter 1 Section 314.

### 3.2.8 COVENANT AGAINST GRATUITIES

The Proposer shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of CSUDH with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, CSUDH shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by CSUDH in procuring on the open market any items, which the Proposer agreed to supply, shall be borne and paid for by the Proposer. The rights and remedies of CSUDH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

### 3.2.9 DRUG-FREE WORKPLACE CERTIFICATION

The Proposer certifies under penalty perjury under the laws of the State of California that the Proposer will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. requires.

### 3.2.10 ELECTRONIC WASTE RECYCLING ACT

In submitting a bid for electronic devices, as defined by the Electronic Waste Recycling Act of 2003, Part 3 Division 30 Changer 8.5 of the Public Resource Code, the Proposer certifies that it, and its agents, subsidiaries, partners, joint ventures, and subcontractors for the procurement, have complied with the Electronic Waste Recycling Act of 2003 and any regulations adopted pursuant to the Act, or have demonstrated to CSUDH that the Electronic Waste Recycling Act of 2003 is inapplicable to all lines of business engaged in by the Proposer, its agents, subsidiaries, partners, joint venturers, or subcontractors. In addition, the Proposer agrees to cooperate fully in

providing reasonable access to its records and documents that evidence compliance with the Electronic Waste Recycling Act of 2003.

### 3.2.11 DARFUR CONTRACTING ACT

PCC sections 10475 et seq., the Darfur Contracting Act of 2008, establish restrictions against contracting with vendors conducting certain types of business in Sudan. The Act sets forth criteria to determine if a vendor is a “scrutinized company” and therefore ineligible to bid on or submit a proposal for State contracts.

Upon submitting a bid, Proposers that have had business activities outside of the United States within the previous three years certify that they are not a scrutinized company as defined, or demonstrate they obtained permission under the statute. (PCC §§ 10478, 10477(b).) False certifications shall cause the bid to be invalidated. (PCC § 10479.)

### 3.2.12 IRAN CONTRACTING ACT

PCC sections 2202 et seq., the Iran Contracting Act of 2010, establish restrictions against contracting with vendors that provide specified levels of goods or services or other investment activities, as defined, in the energy sector of Iran. By submitting a bid in excess of \$1 million, Proposer certifies that Proposer is not a financial institution extending credit to an ineligible vendor on the list published by the California Department of General Services on the web site: <http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf> (PCC § 2204.) The Act includes certain exceptions. (PCC § 2203(c).)

### 3.2.13 THE CONGO – SECURITIES EXCHANGE ACT

PCC § 10490 establishes restrictions on contracting for certain goods and services relating to compliance with the Securities Exchange Act of 1934. CSUDH will not accept bids or proposals or contract for goods or services related to products or services from companies designated as a “scrutinized company” by the Federal Government.

By submitting a bid, Proposer certifies that they are not a scrutinized company as defined. False certifications shall cause the bid to be invalidated.

For purposes of this section, a “scrutinized company” is a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.



## **SECTION 4 – SPONSORSHIP COMPONENTS**

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### **4.1 SPONSORSHIP INVESTMENT CONSIDERATIONS**

In order to maintain a culture of success at the CSUDH, it is imperative that the University continue to provide high-quality education at affordable and competitive fees. One of the ways this will be achieved is through efficient alliances within the Foodservice & Dining areas of operations and services *and* providing strategic communication, marketing, and business development tools for a strategic sponsor to showcase their contribution and support to students, faculty, staff and alumni—without detracting from the campus or academic environment. As such, potential strategic sponsors are asked to consider the following financial considerations in proposals:

- a. Upfront Signing Bonus or Lump Sum Payment to memorialize the sponsorship;
- b. Annual Sponsorship Fee;
- c. Commissions & Royalties;
- d. Food Pantry;
- e. Scholarships;
- f. Marketing Support;
- g. Donations;
- h. Investments;
- i. Meal Plan Overrides;
- j. Volume Discounts and Rebates;
- k. Preferred 10-year Commitment.

In consideration of CSUDH's Strategic Framework identified in Section 1.4, it will be paramount that strategic alliances with corporations secured through the Strategic Sponsorship Program extend beyond the traditional procurement or sponsorship model. While the following elements are optional components to a response, they are considered vital to the long-term success of a strategic sponsorship with CSUDH and the academic, financial, and spiritual well-being of its community. As such, proposers are strongly encouraged to include at least one, if not all, of the following means of support in proposals.

### **4.2 SCHOLARSHIP, RESEARCH AND CREATIVITY ACTIVITY**

Research, scholarship, and creative activity touch every part of the University. CSUDH is interested in reviewing proposals that include support for student programs and activities and furthers the university's goal of providing an excellent and affordable education for individuals who face cultural, geographical, physical, educational, financial, or personal barriers. Opportunities for investment include:

#### **4.2.1 PAID INTERNSHIPS**

Internships offer a valuable two-way exploratory relationship between students and employers. Interns gain functional industry experience, acquire and refine skills, and make meaningful connections. Employers have an opportunity to evaluate their performance and potential as a future member of their team. The importance of non-academic experience cannot be understated. More employers are demanding work experience or community involvement in addition to relevant coursework from new graduates. Having an internship gives CSUDH graduates an edge over other candidates in a competitive job market.

#### 4.2.2 SCHOLARSHIPS

There are a variety of ways for proposers to make a difference at CSUDH, including funding their own scholarship through annual donations or starting an endowment and contributing to an existing scholarship fund. Named scholarships are also available. Eligibility requirements should be as flexible as possible with realistic GPA requirements.

#### 4.2.3 SPONSORED RESEARCH

Research enhances student learning and prepares them for the jobs of the future. A sponsored research project, student hackathon competitions and other research investments will provide CSUDH students with exciting, practical experience that is translatable to their future careers and hands-on learning with sponsor's products, services or ideas.

#### 4.2.4 STUDENT RECRUITING

Opportunity to recruit undergraduate and graduate students for careers after graduation. Opportunities through career fairs, connections with academic units and departments and online job posting.

### 4.3 COMMUNITY ENGAGEMENT, SERVICE LEARNING AND THE PUBLIC GOOD

CSUDH is committed to providing opportunities for individuals to develop intellectually, personally and professionally in order to become ethical, active citizens with a global perspective that contribute to California's schools, economy, culture and future. CSUDH wishes to engage with sponsors that share these values.

#### 4.3.1 SERVICE-LEARNING OPPORTUNITIES

In March 2000, the CSU Board of Trustees passed a landmark Call to Service resolution that ensured all students have opportunities to participate in community service, service learning or both. Since 2000, the CSU has allocated more than \$20 million to support and expand service learning throughout its 23 campuses, which has helped to build, expand and ultimately sustain key sponsorship with nonprofits, campus members, businesses, local government, and funders to offer engaging service-learning experiences that contribute to student success and close the achievement gap. Building and maintaining proactive partnerships is one of CSUDH's core values. We recognize the value and contributions of campus partners in our students' academic experience. Developing meaningful partnerships with our campus community is a critical part of the academic mission by fulfilling the service learning and internship experiences of our students, while meeting important needs of our campus community.

#### 4.3.2 CSUDH ALUMNI SUPPORT

More than 105,000 people are proud to call themselves alumni of CSUDH. The value of a CSU education means low debt upon graduation, the promise of a better job and a more stable economic future, which is important for sponsors to understand when considering their return on investment. Not only does a CSU degree remain a great value, those who receive their bachelor's from a CSU campus earn a salary at or above the national average for public universities.

#### 4.3.3 PHILANTHROPY

President Parham has observed that the needs of the campus, including, student needs, enhanced infrastructure, endowed chairs, etc., are outpacing the level of philanthropic support that the campus has received in recent years. Consequently, the charge to the new Vice President for University Advancement will be to exponentially increase the amount of giving in support of the campus. The following chart reflects total philanthropic support to CSUDH for the past three fiscal years:

FISCAL YEAR	NUMER OF UNIQUE DONORS	TOTAL SUPPORT
2018-2019	4,478	\$4,769,171
2017-2018	4,101	\$4,209,995
2016-2017	5,069	\$6,278,662

CSUDH recently secured funding for their first endowed chair. The L.G. Chaffee Endowed Chair of Global and Comparative Politics was made possible by a \$1.725M gift from a former faculty member. Chaffee, a faculty member from 1969 to 2005, was director of CSUDH's International Programs and resident director of the CSU International Programs in Spain.

#### 4.4 DIVERISTY, EQUITY AND INCLUSION

The CSU is one of the most ethnically and racially diverse university systems in the U.S. More than 38 percent of CSU employees and 60 percent of CSU students are people of color. One-third of undergraduates at the CSU are the first in their families to attend college. In July 2020, the CSU Board of Trustees modified the university's General Education (GE) requirements to include a course addressing ethnic studies and social justice, the first significant change to the system's GE requirements in 40 years. The one-course GE requirement will be implemented in the 2023-24 school year and grounded in the traditional Ethnic Studies discipline. Corporate sponsors should consider opportunities to support CSU DEI initiatives including, but not limited to:

- Developing and implementing strategies to advance diversity and inclusive excellence as core values throughout all aspects of the University community, business practices and programming in support of the CSUDH's commitment to equal opportunity and affirmative action.
- Embrace CSUDH's inclusive, evolving definition of diversity that includes but is not limited to race, ethnicity, gender identity, sexual orientation, age, disability status, religious and spiritual identity, nationality, veterans, physical and mental ability, social and economic status, and political and ideological perspectives.

#### 4.5 SOCIAL AND ENVIRONMENTAL RESPONSIBILITY AND SUSTAINABILITY

At CSUDH, sustainability requires using resources in an environmentally, socially and economically responsible way. It is a core value realized in a wide range of practices and programs across the system. From sustainability-focused scholarships to comprehensive greenhouse gas inventories, each of the CSU's 23 campuses is currently managing an array of programs, policies, and strategies focused on sustainability.

## **SECTION 5 – OPPORTUNITIES, EXPECTATIONS, AND ASSUMPTIONS**

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### **5.1 OPPORTUNITIES**

CSUDH is committed to providing a quality food and dining services program that is sustainable and strives to enhance student success. The goal is to contract with one firm capable of successfully providing food and dining on the campus, in the existing facilities, and the future dining complex. The food service company will be responsible for providing all labor, including management, supervision, supplies, materials, and additional equipment (excluding built-in fixtures currently in place) necessary to provide food services as specified herein and in the proposal response.

A partnership with CSUDH in support of providing quality dining services is a unique opportunity to help transform the current campus dining, which includes Retail Dining Operations, specifically as follows:

**a. Retail Food Operations LSU Self Op**

- Toro Fresh
- DH Sports
- Union Grind Coffee
- Café Toro (New Unit)
- Central Kitchen
- Vacant Retail Space (Previously Taco Bell)

**b. Retail Food LSU (Dining Tenants)**

Please refer to Attachment I, Retail Dining Tenants.

**c. Innovation and Instruction Building**

- Innovation Café
- Commercial/Demonstration Kitchen

**d. Library**

- Booked and Brewed Coffee Shop

**e. University Catering**

Catering services is currently based out of LSU Central Kitchen.

**f. University Housing**

Sponsor will have the opportunity provide a proposal for residential housing at CSUDH along with a temporary plan/proposal to provide meals to current and future housing residents at CSUDH.

**g. Future Dining Commons**

Proposers will be expected to engage and immerse students, faculty and staff to help build and realize the potential for a quality food services experience on the campus. There is opportunity to partner with a firm that can provide expertise on the build out of the future dining commons.

### **5.2 EXPECTATIONS**

The successful vendor will have the ability to demonstrate a comprehensive dining services program and experience with the following expectations:

**a. Programmatic**

1. Excellent quality food with ingredients, recipes and fresh preparation methods that support good nutrition and a healthy lifestyle.
2. An innovative portfolio of service concepts that:
  - i. includes a mix of national, regional and locally owned brands that are popular with the CSUDH community.
  - ii. provides a thoughtful mix of service formats designed to satisfy a variety of consumer needs, such as “all you care to eat”, fast casual, quick service (“fast food”) and convenience markets.
  - iii. offers ordering, payment, delivery and “to go” mechanisms that are responsive to consumer lifestyles.
3. A diversity of food and beverage choices within operations and across the campus that:
  - i. addresses the broad range of consumer preferences.
  - ii. includes entrees and other offerings that address special diet needs such as vegetarian, vegan, low fat, high protein, gluten free, etc.
  - iii. offers a broad range of healthy choices; d. provides a culturally diverse menu, at various locations
4. Hours of service that support student lifestyle needs across campus, including options for students taking evening classes in the academic core as well as late night service in the residential zones.
5. Pricing to the consumer that is competitive; Catering pricing that is competitive with off-campus caterers and that offers tiers of pricing and service for different event types (high-end to budget), including a service/price tier that is designed to offer an affordable pick-up menu for student groups.
6. A meal plan program and policies that:
  - i. offers multiple, affordable plan configurations for resident students.
  - ii. is usable, through provision of Meal Points, Declining Balance and Dining Dollars at all dining locations across campus.
  - iii. offers a meal exchange option for various retail locations during posted meal exchange hours.
  - iv. offer plan configurations for non-residents that are flexible, affordable, and aggressively marketed.
7. Merchandising and food presentation that showcases the products offered and offers strong eye appeal.
8. A commitment to offering regularly scheduled special event programming designed to encourage participation and build community.
9. An intentional and committed approach to staffing that results in:
  - i. staffing levels that are matched to customer demand so that service is fast and efficient; b. friendly, courteous, knowledgeable, and professional employees that receive regular and comprehensive training in both technical and customer service skills.
  - ii. staff that are local language proficient when in positions of regular interaction with customers.

**b. Management**

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

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

5. On-site district and regional management that is experienced and adept at partnering with CSUDH in meeting evolving campus needs.
6. Production, service and management information systems technology that is industry leading in all aspects of the program, with a commitment to a seamless interface with CSUDH IT.
7. Programs and standards that enforce safe food handling, proper sanitation, HACCP standards and health department requirements.
8. Facility and equipment preventive and ongoing maintenance programs that result in good stewardship of CSUDH-owned resources.
9. Financial control strategies that ensure a financially efficient Dining Services program with a high level of accountability and financial reporting to the CSUDH Administrators and Foundation.
10. Development and adherence to a continuous improvement philosophy founded on a comprehensive performance measurement program/KPI's.

**c. Wellness**

1. Careful attention to product mix to ensure a wide selection of nutritionally healthy, and healthily prepared and portioned foods at all service locations, with results that are measurable.
2. Provision of comprehensive information that is easily accessed by the customer on the content of foods served in The Dining Services program, including ingredients statements for food allergies and sensitivities, and nutritional information.
3. An ongoing program of customer education on issues pertaining to nutritional health, weight management and wellness.
4. A full-time onsite Nutritionist (registered dietitian) with primary responsibilities for support of the dining program.

**d. Marketing and Business Development**

1. An ongoing commitment to pro-active marketing/communications and business development in the areas of mandatory meal plan sales, voluntary meal plan sales, retail sales and catering sales that is collaborative and coordinated with CSUDH in articulating a seamless message and includes quantitative success measurement.
2. A dedicated Marketing Manager with primary responsibilities for marketing and communications of the dining program. This position will be funded by the dining services Vendor.
3. The Vendor shall provide marketing support as appropriate, which may include staffing a marketing coordinator/graphics person, as well as providing access to corporate marketing resources and programs.
4. Annual marketing plans customized to CSUDH unique needs and target audience, including creative use of social networking tools such as Facebook, Twitter; Instagram, and emerging social networking applications popular with students.

**e. Sustainability**

1. A commitment to recycling that, at a minimum, matches and evolves with CSUDH's Sustainability Plan.
2. A sustainability program designed to address five key areas:
  - i. Purchase and transport of food – Minimization of environmental impact through the effective use of ecologically sustainable growing techniques; Integration of seasonally available local produce options; Energy efficient transportation from farm to campus.
  - ii. Preparation – Initiatives to ensure that management, kitchen, and serving operations use resources efficiently through the effective deployment of



- resource-saving practice; Staff trained to understand energy efficiency tactics and other sustainable preparation objectives.
- iii. Disposal – Minimization of waste; Mechanisms for composting or otherwise reducing the impact of food waste. Use of ecologically sensitive packaging; Use of recycling and other efficient waste disposal mechanisms.
- iv. Innovation and Education – Continuous evaluation and improvement of sustainability practices; Innovation in sustainability; Provision of education to employees about innovations and reasons for operational decisions in food service.
- v. Sustainable Design – Incorporation of sustainable design principles in construction projects undertaken on behalf of CSUDH when and if applicable.
- vi. A commitment to support sustainable and environmentally friendly certifications and required elements wherever possible.
- vii. A commitment to support CSUDH's current Sustainability Plan, including pro-active suggestions for annual improvements.

**f. Information Technology**

1. Provision of a dedicated, qualified professional IT support technician, who is appropriately trained and experienced as the first line of CSUDH support for current software and hardware/peripheral support, application configuration and troubleshooting, including workstations, registers, and other front-line equipment in support of dining services program.
2. This individual will reach out and communicate with Blackboard support as a secondary escalation level and CSUDH's IT department where applicable for network and server issue.

In summary, the selected Vendor shall provide CSUDH with all food service management and operations personnel, technical support, training, food products, supplies, materials, systems, and effort necessary to operate the Dining Services program at a level of quality that consistently exceeds owner expectations.

### **5.3 ASSUMPTIONS**

It is understood that all financial proposals and return to CSUDH, including the capital investment, are based on a set of assumptions.

- a. 300 voluntary meal plans immediately upon contract execution.
- b. Mandatory meal enrollment of 500 by Fall 2023.
- c. CSUDH is requesting 100% expense coverage of smallware expenses through the term of the agreement. With the addition of 3 locations, estimated expense as of 12/15/2021 is \$1.3 million.
- d. CSUDH is requesting 100% employee retention and will work with selected Proposer in the event CSUDH does not want to retain employees. Refer to Employee Roster below for details.

## **SECTION 6 – PROPOSER QUALIFICATIONS AND SUBMITTAL REQUIREMENTS**

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### **6.1 QUALIFICATIONS AND SUBMITTAL REQUIREMENTS**

To be considered responsive to the RFP, Proposers must demonstrate that the firm can meet the requirement of this RFP by providing responses to the following qualifications. Proposers shall provide a thorough detailed response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

#### **6.1.1 PROPOSER QUESTIONNAIRE**

Proposers are required to provide a response to all questions included in Attachment F, Proposer Questionnaire. Information and materials are to be submitted with an appropriate level of detail to allow the Review Committee to adequately assess and evaluate the proposals.

Please keep answer clean and concise, and refrain from adding back-up documentation not related to the specific question.

#### **Questionnaire Questions Components:**

##### **A. CONTRACTOR EXPERIENCE AND BACKGROUND**

Proposer shall provide details about the organization including an organization chart, key personnel, client references, financial information, legal proceedings, and recent corporate changes.

##### **B. SPONSORSHIP INVESTMENT**

Proposer shall describe how sponsorship components delineated in Section 4 above will be delivered. The financial component of the proposal should allow CSUDH the flexibility in selecting which agreement options will serve the campus' immediate and long-term needs as the basis for creating and sustaining a win-win business relationship.

CSUDH is requesting that proposers submit two (2) Financial Responses using Attachment E, for both a management fee structure and a profit/loss model. Bidders are to specify the management fee cost to the university along with detailed estimated costs tied to the operation by category/expense item (e.g., food costs, labor costs, other indirect and direct costs). CSUDH requests the flexibility/option to move to different fee structure at later contract periods, upon mutual agreement.

Attachment E is broken down into four (4) focus areas:

1. Sponsorship, Research & Creative Activity
2. Community, Service Learning & the Public Good
3. Diversity, Equity, and Inclusion
4. Social and Environmental Responsibility & Sustainability

Each focus area contains different investments within that area. Proposers will have the option of recommending any other sponsor program that the Proposer would like to offer an investment (if applicable include Sponsor Recommendations in Cell A35).

Proposers shall use the provided template to summarize the financial offer and shall submit any supporting documentation to clarify any proposed programs, costs or benefits.

##### **C. OPERATIONAL PLAN**

Proposer shall describe foodservices will be delivered to CSUDH.

#### D. SUSTAINABILITY AND CARBON FOOTPRINT

The CSU Sustainability Policy and Sustainable Procurement Policy acknowledges that sustainability is an integral value to the CSU's mission and operations and encourages action at all of our 23 campuses and their off-campus centers. From the use of renewable energy to transportation planning, the integration of sustainability into strategic goals represents a strong commitment by campus leadership to making these principles a core part of the mission and impact of the CSU. Sustainable procurement policies are a critical tool in meeting the energy efficiency, green building, and waste reduction goals of the CSU Sustainability Policy. Sustainable food service and dining operations is an important element of CSUDH's sustainability efforts. Proposer's will be requested to address what you do and how you work with education institutions to enhance, certify and measure sustainability.

#### E. CREATIVE SOLUTIONS NOT SPECIFIED IN RFP

CSUDH is open to any other creative ideas or concepts that Bidder believes would be mutually beneficial within the first or succeeding Agreement years. You will be requested to provide your thoughts on creative solutions for any areas related to foodservices or student support.

### 6.2 VENDOR ACCESSIBILITY MINIMUM REQUIREMENTS

The CSU is committed to ensuring that its programs and services are accessible to everyone. The product accessibility information allows the CSU to select products that provide strong accessibility support and therefore reduce or eliminate the need to provide costly accommodations to work around accessibility gaps.

Information and Communication Technology (ICT) Final Standards and Guidelines covered by Section 508 of the Rehabilitation Act published in the [Federal Register](#) on January 18, 2017. Compliance with the section 508-based standards is required by January 18, 2018. The rule harmonizes these requirements with Web Content Accessibility Guidelines (WCAG), a globally recognized voluntary consensus standard for web content and ICT. The rule references Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.x and applies them not only to websites, but also to electronic documents and software.

#### 5.2.1 Product Accessibility Documentation

##### 1. Submit a Voluntary Product Accessibility Template (VPAT):

- a. [VPAT 2.2 508 - July 2018](#) template is available to create an Accessibility Conformance Report. The VPAT 2.2 508 - July 2018 was created by the [Information Technology Industry Council \(ITIC\)](#)
  - i. VPAT 2.2 508 - July 2018 template is a generic document that covers more than the 2017 section 508 requirements. It also has a section for the European Law EN 301 549 this need not be filled out for the CSU.
  - ii. The CSU requires more information in the Remarks and Explanations section of the Accessibility Conformance Report than indicated in the directions of the document.
  - iii. Further explanation of each criteria is available at the [Information and Communication Technology \(ICT\) Standards and Guidelines](#) on the Federal Registrars website.

##### 2. REQUIREMENTS for completing an Accessibility Conformance Report for the CSU

- a. Read the instructions on pages 1-8 and page 10 of the VPAT 2.x

- b. Review the section [CSU summary requirements of 508 Chapter 2](#)
  - c. Complete the relevant sections of the Accessibility Conformance Report in accordance with [Accessibility Conformance Report Supporting Definitions](#).
3. Additional Accessibility Requirements
- a. An Accessibility Roadmap that addresses product accessibility gaps and remediation plan. See the [Accessibility Roadmap Template](#).
  - b. Provide an Accessibility Statement which is an important component in an organization's overall accessibility strategy. An effective Accessibility Statement includes several key components outlined in the [Accessibility Statement Recommendations](#).
  - c. [Product Demonstration](#) that validates the claims made on the Accessibility Conformance Report. ***Applies if Proposer is selected for award or requested by Evaluation Committee prior to making award decision.***
  - i. Open [Source Evaluation Tools](#) maybe useful to vendors as they prepare for the product demonstration.

## SECTION 7 – EVALUATION AND SELECTION CRITERIA

### 7.1 EVALUATION METHOD

All proposals shall be reviewed to verify the Proposer has met the RFP submission requirements. Proposals that have not followed the rules, do not meet minimum content or requirements and quality standards, conflict with or take unacceptable exceptions to the terms and conditions or are non-responsive to the required responses in this RFP will be eliminated from consideration.

Proposals determined to have met the RFP requirements will be reviewed and evaluated by a CSUDH Evaluation Team. As a part of this review, CSUDH may require Proposers to clarify the information submitted. This clarification process may be conducted through written or electronic correspondence or through an interview with the CSUDH Evaluation Team.

The CSUDH Evaluation Team will propose a shortlist of Proposers to give oral presentations as part of the evaluation process. The purpose of presentation is to give finalists an opportunity to demonstrate their understanding of the project requirements, ability to perform the scope of work defined in this RFP and clarify any outstanding issues. It is in the Proposers best interests to submit a thorough and complete proposal and not depend on the presentation process to provide additional information.

The Evaluation Team will make its evaluation based on the criteria below.

### 7.2 POINT SCORING SCHEDULE

	<b>Evaluation Criteria</b>	<b>Points</b>
A	Qualifications and Experience	300
B	Sponsorship Investment	250
B	Operational Plan including Approach to Meal Plan, Programs, Catering, Concessions, Staffing, Etc.	200
C	Project Understanding and Approach	150
D	Sustainability	50
E	Creative Solutions not Specified in RFP	50
	<b>Points:</b>	<b>1000</b>
	<i>Additional Points (if Applicable)</i>	
	DVBE, Bidder Declaration Form, Attachment P	See Section 3.1.19
	Small Business Preference, Attachment O	5%, See Section 3.1.10
>\$100K	Target Area Contract Preference Act (TACPA) Attachment Q	See Section 3.1.11

### **7.3 BEST AND FINAL OFFER (BAFO)**

CSUDH reserves the right to hold discussions with Proposers who have been found to be in the competitive range and such discussions may result in CSUDH conducting Best and Final Offers. CSUDH may choose to make a final selection and award to the responsible Proposer(s) whose Proposal(s) CSUDH determines is most advantageous to CSUDH based on the evaluation process and evaluation factors described in this RFP.

### **7.4 BASIS OF AWARD**

The award, if any, will be made to the Proposal receiving the highest overall score by the CSUDH at its sole discretion. THE DECISION OF THE UNIVERSITY IS FINAL.



## **SECTION 8 – INSTRUCTIONS, CONTENT, AND FORMAT**

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### **8.1 INSTRUCTIONS**

#### **8.1.1 QUESTIONS REGARDING RFP AND POINT OF CONTACT**

Any questions, interpretations, or clarifications, either administrative or technical, about this RFP must be requested in writing by e-mail no later than the date indicated in Section 2, Schedule of Events. All written questions, not considered proprietary, will be answered in writing and conveyed to all Proposers via written addendum. Oral statements concerning the meaning or intent of the contents of this RFP by any person are not considered binding. Questions regarding any aspect of this RFP should be directed to:

Maria Hernandez, Director  
Procurement and Contracts  
California State University, Dominguez Hills  
E-mail: [mehernandez@csudh.edu](mailto:mehernandez@csudh.edu)

#### **8.1.2 AWARD OF CONTRACT**

CSUDH reserves the right to reject any and all proposals. Award, if any, will be to the proposer whose proposal best complies with all of the requirements of the RFP documents and any addenda. A "Notice of Intent to Award" will be publicly posted for five (5) consecutive working days prior to the award. Written notification will be made to unsuccessful proposers. Evaluation methodology and bases for award are described in the Evaluation and Selection Criteria Section.

#### **8.1.3 ERRORS AND OMISSIONS**

If prior to the date fixed for submission of Proposal a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its exhibits, attachments, and/or appendices, Proposer shall immediately notify CSUDH of such error in writing and request modification or clarification of the document. Modifications may be made by addenda prior to the RFP response deadline. Clarifications will be given by written notice and posted to the RFP website to all active Proposers, without divulging the source of the request for it.

#### **8.1.4 ADDENDA**

CSUDH may modify the requirements of this RFP, any of its key action dates, or any of its attachments, prior to the date fixed for submission by issuance of a written addendum posted to the RFP website. Addenda will be numbered consecutively as a suffix to the RFP Reference Number. Addenda shall be binding and become part of Contract Documents. Bidder is responsible for acknowledging receipt of all addenda. Failure to receive such addenda shall not relieve Bidder from any obligation under his/her Bid as submitted.

#### **8.1.5 CANCELLATION OF SOLICITATION**

This solicitation does not obligate CSUDH to enter into an agreement. CSUDH retains the right to cancel this RFP at any time for any reason. CSUDH also retains the right to obtain the services specified in this RFP in any other way. No obligation, either expressed or implied, exists on the part of CSUDH to make an award or to pay any cost incurred in the preparation or submission of response to the RFP.

#### 8.1.6 COMPLIANCE WITH RFP

To be compliant with the administrative requirements of this RFP, Proposer must meet the requirements and complete and return the list of submittals in the Instructions, Content, and Format Section.

#### 8.1.7 COMPLETION OF PROPOSAL

Responses to the RFP shall be complete in all respects as required by this solicitation. A submission may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind and will be rejected if any such defect or irregularity could have materially affected the quality of the submission. Documents which contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Proposer, may be rejected. Statements made by a Proposer shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Costs for developing Proposals are entirely the responsibility of the Proposers and shall not be chargeable to CSUDH.

Proposals should be prepared in such a way as to provide straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Proposals should emphasize the Proposer's demonstrated capability to perform work of this type. Do not include additional graphics in the electronic submittal. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

#### 8.1.8 DELIVERY OF PROPOSAL

Proposals must be submitted electronically via the CSUBUY, <https://bids.scquest.com/apps/router/publicevent?customerorg=calstate> no later than the date and time specified on the Schedule of Events. Late proposals will not be accepted.

Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The University assumes **No** responsibility for delay in delivery and/or non-receipt of bid submittal resulting from bidder's technology issues.

**LATE, FAXED, MAILED OR EMAILED PROPOSALS DIRECTLY TO CSUDH CONTACT WILL NOT BE ACCEPTED. PROPOSALS MAY NOT BE HAND DELIVERED.**

#### 8.1.9 EXCEPTIONS

In the event a Proposer believes that this RFP is unfairly restrictive or has substantive errors or omissions in it, the matter must be promptly brought to the attention of CSUDH's Contact, either by e-mail, letter or facsimile, immediately upon receipt of the RFP, in order that the matter may be fully considered and appropriate action taken by CSUDH prior to the closing time set for submission. If the Proposer fails to notify CSUDH of a known error or an error that reasonably should have been known prior to the final filing date for submission, the Proposer shall assume the risk. If awarded the contract, the Proposer(s) shall not be entitled to additional compensation or time by reason of error or its late correction.

#### 8.1.10 ALTERNATIVE PROPOSALS

Only one proposal is to be submitted by each Proposer. Multiple proposals shall result in rejection of all proposals submitted by the Proposer.

#### 8.1.11 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn after it is received by CSUDH by written request signed by the Proposer or authorized representative, prior to the time and date specified for Proposal submission. Proposal may be withdrawn and resubmitted in the same manner if done so prior to

the appropriate deadline. Withdrawal or modification offered in any other manner will not be considered.

#### 8.1.12 PROPOSALS BECOME THE PROPERTY OF CSUDH

Proposals become the property of CSUDH and information contained therein shall become public documents subject to disclosure laws after Notice of Intent to Award is posted. CSUDH reserves the right to make use of any information or ideas contained in the Proposal. Proposals may be returned only at CSUDH's option and at the Proposer's expense. One copy shall be retained for official files. Responses to this RFP and any other information that is currently or may become available as an outcome of the RFP process may be used by CSUDH to structure an RFP or other solicitation.

#### 8.1.13 CONFIDENTIAL MATERIAL

Proposer must notify CSUDH in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. CSUDH shall have sole discretion to disclose or not disclose such material subject to any protective order that Proposer may obtain.

All bids are public upon issuance of an "Notice Intent to Award".

Please refer to the California Public Records Act (GOVT. CODE §§ 6250 - 6276.48) for further information.

#### 8.1.14 PROPOSER'S COST

Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to CSUDH.

#### 8.1.15 INSPECTION OF SOLICITATION DOCUMENTS

Proposer shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the Proposer's sole risk. It is the Proposer's responsibility to provide CSUDH with current contact information and to update CSUDH immediately of any changes.

### 8.2. CONTENT AND FORMAT

To be considered responsive to this RFP, Proposer must submit proposals in a tabbed format as identified in this section. All requirements and questions in the RFP must be addressed and all requested data must be supplied. CSUDH reserves the right to request additional information that in CSUDH's opinion is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the contract requirements.

#### 8.2.2 PROPOSAL CONTENT AND FORMAT

All Proposers are also required to complete the RFP Submittals. Proposals shall adhere to the following format for organization and content.

##### A. Cover Letter

The cover letter shall include:

1. A brief statement of intent to perform the services proposed.

2. Signature of an authorized officer of the organization who has legal authority in such transactions.
3. Full contact information (overnight mailing address, phone, fax, e-mail, etc.) for the individual designated as CSUDH contact on this RFP and a secondary contact.
4. Acknowledgement receipt of all addenda issued.
5. Expressly state that, should the Proposer's proposal be accepted, the Proposer agrees to enter into a contract under the terms and conditions as set forth herein. Proposals that take exception to any CSU's terms and conditions shall be rejected as being non-responsive.

***Proposals with unsigned cover letters will be rejected.***

## **B. Exceptions and Confidential Material**

- b. State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where the Proposing Company wishes to propose alternative approaches to meeting CSUDH's technical or contractual requirements, thorough explanations are required. Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, Proposer must expressly state that no exceptions are taken.
- c. Proposers shall identify any proprietary or confidential materials contained in the proposal and provide justification for not making such material public.

## **C. RFP Technical Response**

This section shall include Proposer's response to:

1. Acknowledgment of understanding of RFP requirement.
2. Section 4 – Sponsorship Components
3. Section 5 – Opportunities, Expectations, and Assumptions
4. Section 6 – Proposer Qualifications and Submittal Instructions (Financial Proposal shall be submitted separately on Tab D).

## **D. Financial Proposal**

Proposer shall submit two (2) Financial Proposals using Attachment E as the basis of the financial response.

## **E. RFP Form Submittals (if applicable)**

This section shall consist of the following forms:

1. Attachment N, Payee Data Record (*Required if new to CSUDH*)
2. Attachment O, Small Business Certification, *if applicable*
3. Attachment P, Bidders Declaration
4. Attachment Q, Target Area Contract Preference Act (TACPA), *if applicable*

## **Attachment A**

### **General Provisions for Service Acquisitions**

# **CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS**

## **1. Commencement of Work**

Contractor shall not commence work under the Contract until Contractor has received a fully executed Contract and been given written approval to proceed. Any work performed by Contractor prior to the date of approval shall be considered as having been performed at Contractor's own risk and as a volunteer.

## **2. Contract Alterations & Integration**

No alteration or variation of the Contract shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated in writing in the Contract shall be binding on any of the Parties hereto.

## **3. Severability**

Contractor and CSU agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provision shall promptly inform the other of its presumed non-applicability of such provision. Should the illegal or unenforceable provision be a material or essential term of the Contract, the Contract shall be terminated in a manner commensurate with the interests of both Parties, to the maximum extent reasonable.

## **4. Independent Status**

Contractor and its employees and agents, and subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of CSU or the State of California. While Contractor may be required by this Contract to carry Worker's Compensation Insurance, in no event shall Contractor and its employees and agents be entitled to unemployment or workers' compensation benefits from CSU.

## **5. Governing Law**

To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California.

## **6. Contractor's Power and Authority**

Contractor warrants it has full power and authority to enter into this Contract and will hold CSU harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor shall not enter into any arrangement, agreement or contract with any third party that might abridge any rights of the CSU under this Contract.

## **7. Assignments**

Contractor shall not assign this Contract, either in whole or in part, without CSU's written consent, which will not be unreasonably withheld.

## **8. Personnel**

Contractor shall give its personal attention to the performance of the Contract and shall make every effort consistent with sound business practices to honor CSU's requests regarding Contractor's assignment of its employees. However, Contractor maintains the sole right to determine the assignment of its employees in order to keep all phases of work under its control. If an employee of Contractor is unable to perform due to illness, resignation or other factors beyond Contractor's control, Contractor shall use its best effort to provide suitable substitute personnel.

## **9. Waiver of Rights**

Any action or inaction by CSU or the failure of CSU on any occasion to enforce any right or provision of this Contract shall not be a waiver by CSU of its rights hereunder and shall not prevent CSU from enforcing such provision or right on any future occasion. CSU's rights and remedies provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

## **10. Time**

Time is of the essence in the performance of this Contract.

## **11. Entire Contract**

This Contract sets forth the entire agreement between the Parties with respect to the subject matter hereof and shall govern the respective duties and obligations of each Party.



# CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

## 12. Appropriation of Funds

- (a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract and not yet paid for by CSU, terminate any future services and commodities to be supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.
- (b) CSU agrees that if provision (a) above is involved, commodities shall be returned to Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. CSU further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.

## 13. Cancellation

CSU has the right to cancel this Contract at any time and without future financial obligation upon thirty (30) days written notice to Contractor.

## 14. Termination for Default

CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.

## 15. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, CSU may reject the same, and it shall thereupon become Contractor's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CSU, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, CSU shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor.
- (b) In the event Contractor fails to make prompt delivery of any item as specified in the Contract, the same conditions as to CSU's right, but not obligation, to purchase in the open market and receive reimbursement from Contractor, as set forth in (a), above shall apply.
- (c) In the CSU terminates this Contract, either in whole or in part, for Contractor's default or breach, Contractor shall compensate CSU, in addition to any other remedy CSU may have available to it, for any loss or damage sustained and cost incurred by the CSU in procuring any items that Contractor agreed to supply.
- (d) CSU's rights and remedies provided above shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity or this Contract.

## 16. Warranty

Contractor warrants that

- (i) deliverables and services furnished hereunder will conform to the requirements of this Contract (including, without limitation, all descriptions, specifications, and drawings identified in the Statement of Work, if any), and
- (ii) the deliverables will be free from defects in materials and workmanship. Where the Parties have agreed to design specifications in the Statement of Work directly or by reference, Contractor warrants the deliverables shall provide all functionality required thereby.

## 17. Safety and Accident Prevention

In performing work under this Contract on CSU premises, Contractor shall conform to all specific safety requirements contained in this Contract or as required by law or regulation. Contractor shall take all additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Contractor's violation of such rules and requirements, unless promptly corrected, shall constitute a material breach of this Contract.

## 18. Insurance Requirements

The Contractor shall not commence Work until it has obtained all the insurance required in this Contract, and such insurance has been approved by the CSU.

### (a) Policies and Coverage.

- (1) The Contractor shall obtain and maintain the following policies and coverage:
  - (i) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering Work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the Work.
  - (ii) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned

## CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists

(iii) Worker's Compensation including Employers Liability Insurance as required by law.

(2) The Contractor also may be required to obtain and maintain the following policies and coverage:

(i) Environmental Impairment Liability Insurance should the Work involve hazardous materials, such as asbestos, lead, fuel storage tanks, and PCBs.

(ii) Other Insurance by agreement between the Trustees and the Contractor.

(b) Verification of Coverage.

The Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to the Trustees as evidence of the insurance coverage. Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the Work is accepted as complete. The Trustees reserve the right to require the Contractor to furnish the Trustees complete, certified copies of all required insurance policies.

(c) Insurance Provisions.

Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in this Agreement. The insurance policies shall contain, or be endorsed to contain, the following provisions.

(1) For the general and automobile liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are to be covered as additional insureds.

(2) For any claims related to the Work, the Contractor's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.

(3) Each insurance policy required by this section shall state that coverage shall not be canceled by either the Contractor or the insurance carrier, except after thirty (30) Days prior written notice by certified mail, return receipt requested, has been given to the Trustees.

(4) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

(d) Amount of Insurance.

(1) For all projects, the insurance furnished by Contractor under this Agreement shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

(i) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability

\$2,000,000 General Aggregate

\$1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.

(ii) Business Automobile Liability Insurance-Limits of Liability

\$1,000,000 Each Accident-- combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.

(iii) Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.

(2) For projects involving hazardous materials, the Contractor shall provide additional coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

(i) Environmental Impairment (pollution) Liability Insurance-Limits of Liability

\$10,000,000 General Aggregate

\$ 5,000,000 Each Occurrence-- combined single limit for bodily injury and property damage, including cleanup costs.

(ii) In addition to the coverage for Business Automobile Liability Insurance, the Contractor shall obtain for hazardous material transporter services:

(a) MCS-90 endorsement

(b) Sudden & Accidental Pollution endorsement--Limits of Liability\*

\$2,000,000 Each Occurrence

\$2,000,000 General Aggregate

\*A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance.

With the Trustees' approval, the Contractor may delegate the responsibility to provide this additional coverage to its hazardous materials subcontractor. When the Contractor returns its signed project construction phase agreement to the Trustees, the Contractor shall also provide the Trustees with a letter stating that it is requiring its hazardous materials subcontractor to provide this additional coverage, if applicable. The Contractor shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall also adhere to all CSU requirements. Further, this letter will provide that the subcontractor's certificate of insurance will be provided to the Trustees as soon as the Contractor fully executes its subcontract with the hazardous materials subcontractor, or within 30 Days of the Notice to Proceed, whichever is less.

# CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

(e) Acceptability of Insurers.

Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of A:VII, or shall be a carrier otherwise acceptable to the University.

(f) Subcontractor's Insurance.

Contractor shall ensure that its subcontractors are covered by insurance of the types required by this Contract, and that the amount of insurance for each subcontractor is appropriate for that subcontractor's Work. Contractor shall not allow any subcontractor to commence Work on its subcontract until the insurance has been obtained, and approved by the CSU. Only the Contractor and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials.

(g) Miscellaneous.

- (1) Any deductible under any policy of insurance required in this Contract shall be Contractor's liability.
- (2) Acceptance of certificates of insurance by the Trustees shall not limit the Contractor's liability under the Contract.
- (3) In the event the Contractor does not comply with these insurance requirements, the Trustees may, at its option, provide insurance coverage to protect the Trustees. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Contractor.
- (4) If the Trustees are damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the Trustees for all such damages.
- (5) The Contractor's obligations to obtain and maintain all required insurance are non-delegable duties under this Contract.
- (6) The Contractor's liability for damages proximately caused by acts of God (as defined in Public Contract Code section 7105) and not involving Contractor negligence shall be limited to five percent of the Contract.

## 19. General Indemnity

Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from Contractor's performance of this Contract.

## 20. Invoices

Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such.

- (a) In the event that additional services are required, the Contractor shall submit invoices in accordance with provisions herein.
- (b) For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with CSU policy.
- (c) Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after
  - (i) the performance completion date of services; or
  - (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract.
- (d) The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## 21. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the Contract number and Contractor identification number may be returned to Contractor and may cause delay in payment.

## 22. Use of Data

Contractor shall not utilize any non-public CSU information it may receive by reason of this Contract, for pecuniary gain not contemplated by this Contract, regardless whether Contractor is or is not under contract at the time such gain is realized. CSU specific information contained in the report, survey, or other product developed by Contractor pursuant to this Contract is the property of CSU, and shall not be used in any manner by Contractor unless authorized in writing by CSU.

## 23. Confidentiality of Data

- (a) Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information and protected data as confidential information. Contractor shall not use,

# CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

disclose, or release confidential information contained in CSU records without full compliance with applicable state and federal privacy laws, and this Contract. Contractor further acknowledges and agrees to comply with Federal privacy laws, such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions, and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student education records and information from student education records. Contractor shall maintain the privacy of confidential information and shall be financially responsible for any notifications to affected persons (after prompt consultation with CSU) whose personal information is disclosed by any security breach relating to confidential information resulting from Contractor's or its personnel's acts or omissions. Further, If so requested by CSU, Contractor shall be administratively responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code 1798.29g and 1798.82g.

- (b) Contractor further agrees that all financial, statistical, personal, technical and other data and information relating to CSU's operation designated "confidential" by CSU, and not otherwise subject to disclosure under the California Public Records Act, and made available to Contractor to perform this Contract or which become available to Contractor while performing this Contract, shall be protected by Contractor using the same level of care it takes to protect its own information of a similar nature, but in no event less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body with legal authority to order the disclosure of confidential information or protected data, Contractor will notify CSU in writing prior to any such disclosure to give CSU an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Contractor shall: (1) Notify CSU of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated; and
- (c) Contractor shall cooperate with any litigation or investigation proceedings concerning protected data loss or other breach of Contractor's obligations under this Contract. Any access, transmission, or storage of protected data outside the United States must be approved in writing by CSU in advance. Contractor's failure to comply with any provision of this Section shall constitute a material breach of the Contract.

## 24. Information Security Requirements

- (a) Contractor is required to comply with CSU Information Security Requirements as described in Rider A, Supplemental Provisions for General Provisions for Service Acquisitions, attached hereto and by reference made a part of this agreement.
- (b) Information Security Plan  
Contractor is required to maintain an Information Security Plan sufficient to protect the sensitive and/or confidential CSU data to which they have access. Requirements for the Information Security Plan are described in Rider A.
- (c) Personal Security Requirements  
Contractor shall require all its affiliates and subcontractors, as a condition to their engagement, to agree to be bound by provisions substantially the same as those included in this Agreement related to information security matters only. Contractor shall not knowingly permit a representative or subcontractor to have access to CSU records, confidential data, or premises of the CSU when such representative or subcontractor has been convicted of a felony.

## 25. Patent, Copyright, and Trade Secret Indemnity

- (a) Contractor shall indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents, and employees (collectively referred to as CSU), from any and all third-party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to CSU, in addition to the foregoing provision, such indemnity rights as it receives from such third party ("Third-Party Obligation") and will cooperate in enforcing them; provided that if the third-party manufacturer fails to honor the Third-Party Obligation, Contractor will provide CSU with indemnity protection.
  - (i) CSU will notify Contractor of such claim in writing and tender its defense within a reasonable time; and
  - (ii) Contractor will control the defense of any action on such claim and all negotiations for its settlement or compromise, except when substantial principles of government or public law are involved, when litigation might create precedent affecting future CSU operations or liability, or when involvement of the CSU is otherwise mandated by law. In such case no settlement shall be entered into on behalf of CSU without CSU's written approval.
- (b) Contractor may be required to furnish CSU a bond against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- (c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, CSU shall permit Contractor at its option and expense either to procure for CSU the right to continue using the Deliverables or Software or to replace or modify the same so they become non-infringing, provided they comply with Contract and performance requirements and/or expectations. If neither option can reasonably be practicable or if the use of such Deliverables or Software by CSU shall be prevented by injunction, Contractor agrees to take back such Deliverables or Software and use its best effort to assist CSU in procuring substitute Deliverables or Software at Contractor's cost and expense. If, in the sole

# CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

opinion of CSU, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from Contractor under this Contract impracticable, CSU shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such Deliverables or Software and refund any sums CSU paid Contractor less any reasonable amount for use or damage.

- (d) Contractor certifies it has appropriate systems and controls in place to ensure State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

## 26. Rights in Work Product

All inventions, discoveries, intellectual property, technical communications and records originated or prepared by Contractor pursuant to this Contract, including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this section may be revised in a Statement of Work. The provisions of this sub-section a) may be revised in a Statement of Work. However, all finished product or deliverables required under this contract shall be the exclusive property of the CSU and may be used at CSU's discretion.

## 27. Examination and Audit

For contracts in excess of \$10,000, Contractor shall be subject to the examination and audit by:

- (a) the Office of the University Auditor, and  
(b) the California State Auditor, for a period of three (3) years after final payment under the Contract. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract. Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045 (c&d), respectively.

## 28. Dispute

Any dispute arising under or resulting from this Contract that is not resolved within 60 days of time by authorized representatives of Contractor and CSU shall be brought to the attention of Contractor's Chief Executive Officer (or designee) and CSU's Chief Business Officer (or designee) for resolution. Either Contractor or CSU may request that the CSU Vice Chancellor, Business and Finance (or designee) participate in the dispute resolution process to provide advice regarding CSU contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the Parties may pursue all remedies not inconsistent with this Contract. Despite an unresolved dispute, Contractor shall continue without delay in performing its responsibilities under this Contract. Contractor shall accurately and adequately document all service it has performed under this Contract.

## 29. Conflict of Interest

CSU requires a Statement of Economic Interests (California Form 700) to be filed by any Consultant (or Contractor) who is involved in the making or participation in the making of decisions which may foreseeably have a material effect on any CSU financial interest.

## 30. Follow-On Contracts

No person, firm, or subsidiary thereof who has been awarded a contract for Consulting Services or providing Direction (as provided below) may submit be awarded a contract for the provision of services, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

- (a) If Contractor or its affiliates provides Consulting and Direction, Contractor and its affiliates:
- (i) shall not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for, or in connection with, any subject of such Consulting and Direction; and
  - (ii) shall not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever is later.
- (b) "Consulting and Direction" means services for which Contractor received compensation from CSU and includes:
- (i) development of, or assistance in the development, of work statements, specifications, solicitations, or feasibility studies;
  - (ii) development or design of test requirements;
  - (iii) evaluation of test data;
  - (iv) direction of or evaluation of another Contractor;
  - (v) provision of formal recommendations regarding the acquisition of products or services; or
  - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

# CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

- (c) Except as prohibited by law, the restrictions of this Section will not apply:
  - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
  - (ii) where CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- (d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

## 31. Endorsement

Nothing contained in this Contract shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Party. Furthermore, nothing in this Contract shall be construed as endorsement of any commercial product or service by the CSU, its officers or employees.

## 32. Covenant Against Gratuities

Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by CSU in procuring on the open market any items that Contractor agreed to supply shall be borne and paid for solely by Contractor. CSU's rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under the Contract.

## 33. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (b) Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

## 34. Compliance with NLRB Orders

Contractor declares under penalty of perjury under the laws of the State of California that no more than one final, unappeasable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: Cite Authority: PCC 10296

## 35. Drug-Free Workplace Certification

Contractor certifies that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations
- (b) Establish a Drug-Free Awareness Program to inform employees about all of the following:
  - (i) the dangers of drug abuse in the workplace;
  - (ii) the person's or organization's policy of maintaining a drug-free workplace;
  - (iii) any available counseling, rehabilitation and employee assistance programs; and,
  - (iv) penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide that every employee who works on the proposed or resulting Contract:
  - (i) will receive a copy of the company's drug-free policy statement; and,
  - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract. Note: Authority Cited: Government Code Section 8350-8357



# CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

## 36. Forced, Convict, Indentured and Child Labor

By accepting a contract with CSU, Contractor:

- (a) certifies that no equipment, materials, or supplies furnished to CSU pursuant to this Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further certifies it will adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at <http://www.dir.ca.gov/>, and Public Contract Code Section 6108.
- (b) agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (A).

## 37. Recycled Content Certification

To the extent that services involve the supply of post-consumer materials (see below) Contractor shall certify in writing the minimum, if not exact, percentage of post-consumer material, as defined in Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to CSU regardless whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

## 38. Child Support Compliance Act

For any contract in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- (a) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## 39. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations. (Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq). Contractor hereby warrants the products or services it will provide under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless CSU from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

## 40. Debarment and Suspension

By accepting a contract with the CSU, Contractor certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency (*2 Code Federal Regulations [CFR] 180.220*, in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235)).

## 41. Expatriate Corporations

Contractor declares and certifies that it is not an expatriate corporation, and is not precluded from contracting with CSU by The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286, et seq.

## 42. Citizenship and Public Benefits

If Contractor is a natural person, Contractor certifies he or she is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

## 43. Loss Leader

Contractor certifies and declares it is not engaged in business within this State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. Note: Authority Cite: (PCC 12104.5(b).)

# CSU GENERAL PROVISIONS FOR SERVICE ACQUISITIONS

## 44. DVBE and Small Business Participation

- (a) If Contractor has committed to achieve small business (SB) participation it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU: (1) the name and address of the SB(s) who participated in the performance of the Contract; (2) the total amount the prime Contractor received under the Contract; and (3) the amount each SB received from the prime Contractor. (Govt. Code § 14841.)
- (b) If Contractor has committed to achieve disabled veteran business enterprise (DVBE) participation, it shall, within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract), report to CSU:
- (1) the name and address of the DVBE(s) who participated in the performance of the Contract;
  - (2) the total amount the prime Contractor received under the Contract; and
  - (3) the amount each DVBE received from the prime Contractor. The Contractor shall also certify that all payments under the Contract have been made to the DVBE. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

## 45. Contractor's Staff

Contractor warrants that its staff assigned to performing work under this Contract are legally able to perform such duties in the country where the work is being performed.

## 46. Force Majeure

(a) Neither Party shall be liable for any failure to perform its obligations under this Contract for the period of time that it is prevented, hindered, or delayed in performing those obligations by circumstances beyond its control, including, but not limited to, fire, strike, war, riots, acts of terrorism, disaster, acts of God, acts of any governmental authority, communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials, or equipment, disruption of transportation, or any other comparable event beyond the control of the Party whose performance is affected (each, a "Force Majeure Event.").

(b) The Party claiming Force Majeure shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event, provide written notice to the other Party of the nature, extent, and expected duration of the Force Majeure Event and use its diligent efforts to mitigate the effects of the Force Majeure Event upon such Party's performance under this Contract, it being understood that upon completion of the Force Majeure Event, the Party whose performance was affected must, as soon as reasonably practicable, recommence the performance of its obligations under this Contract.

(c) Notwithstanding any other term in this Contract, including, but not limited to, the foregoing subsections of this section, during the period of a Force Majeure Event affecting performance by Contractor, CSU may elect to do all or any of the following:

- (i) suspend the Contract for the duration of the Force Majeure Event and be relieved of any payment obligation for goods or services not delivered or accepted due to the Force Majeure Event;
- (ii) obtain elsewhere the goods or services not delivered or accepted due to the Force Majeure Event;
- (iii) extend the time for Contractor's performance by a period equal to the duration of the Force Majeure Event; and/or
- (iv) terminate the Contract as to any goods or services not already received with no further financial obligation if the Force Majeure Event continues to exist for more than thirty (30) days.

## 47. COVID-19

In the event that CSU considers it necessary or prudent to cancel this Contract due to circumstances related to COVID-19, or to any reoccurrence of the COVID-19 outbreak, CSU may do so and be relieved of any further financial obligation, risk, or other liability by providing seventy-two (72) hours prior written notice of cancellation to Contractor. CSU's right to cancel the Contract pursuant to this section shall not be limited or restricted in any manner by any other term or section of this Contract.

## 48. Material Change of Circumstances

The terms of this Contract are based on conditions in existence on the date that Contractor commences performance. In the event of a material change in the conditions that adversely affects the ability of Contractor to perform its obligations, Contractor shall reasonably cooperate with CSU to minimize the impact from such change in conditions on Contractor's performance and shall, if requested by CSU, negotiate in good faith to adjust the terms of this Contract on a mutually agreeable basis to address the impact of such material change in conditions. This provision shall not limit CSU's ability to avail itself of any rights or remedies provided to CSU by law, equity or any other term of this Contract.

## **Attachment B**

### **CSU Information Security Requirements Supplemental Provisions to CSU General Provisions for Information Technology Acquisitions**

# ***CSU Information Security Requirements Supplemental Provisions to CSU General Provisions for Information Technology Acquisitions***

## **Introduction**

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This document contains contract language to be used to develop supplemental provisions for CSU General Provisions for Information Technology Acquisition contracts involving the use of CSU information assets. This language is intended to be used when the nature of the information asset or resource requires protection. Use of supplemental contract language is required in order to comply with ICSUAM Policy 8040 Section 200, Payment Card Industry Data Security Standards (PCI DSS), NACHA, FERPA, and the Health Insurance Portability and Accountability Act (HIPAA). Additionally, supplemental language may be used to manage risks associated with allowing contractors to access, store or otherwise manage CSU information assets.

## **DEFINITIONS**

**Affiliate** - an entity now or hereafter controlled by, controlling or under common control with a Party. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity.

**Confidential Information** - The term “Confidential Information” shall mean this Agreement and all proprietary information, data, trade secrets, business information, any Protected Information regarding students, employees or other individuals or entities, including but not limited to, Social Security numbers, other tax identification numbers, credit card, bank account and other financial information, and other information of any kind whatsoever which:

- a) a Party (“Discloser”) discloses, in writing, orally or visually, to the other Party (“Recipient”) or to which Recipient obtains access in connection with the negotiation and performance of this Agreement, and which
- b) relates to:
  - i. the Discloser, or
  - ii. in the case of Contractor as Recipient, the CSU, its students and employees, and its third-party contractors or licensors who have made confidential or proprietary information available to the CSU.

**Contractor** – Contractor is any party to an agreement with the CSU along with any Contractor Representative, Subcontractor, Affiliate, or other entity over whom the Contractor has control.

**CSU Information Assets** – Information systems, data, and network resources to include automated files and databases.

**CSU Protected Data** - data defined as “Protected Level 1” and “Protected Level 2” in the CSU Data Classification Standard

Reference:

<https://calstate.policystat.com/policy/6607407/latest/#autoid-wgy7r>

**Party** – The CSU or Contractor.

**Relationship Manager** - the respective employees of each Party that each Party shall designate to act on its behalf with regard to matters arising under this Agreement; each Party shall notify the other in writing of the name of their Relationship Manager; however, the Relationship Manager shall have no authority to alter or amend any term, condition or provision of the Agreement; further, each Party may change its Relationship Manager by providing the other Party with prior written notice.

**Representative** - an employee, officer, director, or agent of a Party.

**Subcontractor** - a third party to whom Contractor has delegated or subcontracted any portion of its obligations set forth herein.

**Work Product** - All discoveries, inventions, work of authorship or trade secrets, or other intellectual property and all embodiments thereof originated by Contractor within the scope of Services provided under this Agreement, whether or not prepared on CSU’s premises.

## 1.0 ACKNOWLEDGEMENT

Contractor acknowledges that its contract/purchase order with the California State University (“the CSU”) may allow the Contractor access to CSU Protected Data including, but not limited to, personal information, student records, health care information, or financial information. This data may be transferred in various forms, notwithstanding the manner in which or from whom it is received by Contractor subject to state laws that restrict the use and disclosure of such information, including the California Information Practices Act (California Civil Code Section 1798 et seq.) and the California Constitution Article 1, Section 1. Contractor represents and warrants that it will keep CSU Protected Data confidential both during the Term and after the termination of the Agreement.

## 2.0 DISCLOSURE REQUIREMENTS

Contractor agrees that it will include all of the terms and conditions contained in this agreement in all subcontractor contracts providing services under this Agreement.

Contractor shall not use or disclose CSU Protected Data other than to carry out the purposes of this agreement. Contractor shall not disclose any CSU Protected Data other than on a “need to know” basis and then only:

- a. To its representatives, provided however, that each such employee or officer has entered into a confidentiality agreement;

- b. To affiliates of or Subcontractors to Contractor, only if previously approved by the CSU and provided that
  - i. Use by such Affiliates or Subcontractor shall be limited to the purpose of this agreement;
  - ii. Affiliate or Subcontractor is bound by contract and or confidentiality agreement to protect CSU data from unauthorized access.

If required by a court of competent jurisdiction or an administrative body to disclose Protected Data, Contractor shall notify the CSU in writing prior to any such disclosure in order to give the CSU an opportunity to oppose any such disclosure. Prior to any disclosure of Confidential Information as required by legal process, the Contractor shall:

- c. Notify the CSU of any, actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated, and
- d. Delay disclosure until the CSU has provided contractor with notice that they will oppose or agree to such disclosure or the time specified for legal compliance is reached.

Any access, transmission, or storage of Protected Data outside the United States shall require prior written authorization by the CSU.

## **2.1 Exceptions to Obligations of Confidentiality**

With the exception of the data classified as “Protected Level 1” or “Protected Level 2” under the CSU Data Classification Standard, identified in (<https://calstate.policystat.com/policy/6607407/latest/>), obligations of confidentiality shall not apply to any information that:

- a. Contractor rightfully has in its possession when disclosed to it, free of obligation to the CSU to maintain its confidentiality;
- b. Contractor independently develops without access to CSU Protected Data;
- c. Is or becomes known to the public other than by breach of this contract;
- d. The CSU or its agent releases without restriction; or
- e. Contractor rightfully receives from a third party without the obligation of confidentiality.

Any combination of Protected Data disclosed with information not so classified shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combination are free of any confidentiality obligation or are separately known in the public domain.

Failure by Contractor to comply with any provision of this Section shall constitute a default subject to Paragraph 14 of the CSU General Provisions for Information Technology Acquisitions.

### 3.0 INFORMATION SECURITY PLAN

- 3(a) Contractor acknowledges that the CSU is required to comply with information security standards for the protection of Protected Data Information required by law, regulation and regulatory guidance, as well as the CSU's internal security policy for information and systems protection.

Within 30 days of the Effective Date of the Agreement and subject to the review and approval of the CSU, Contractor shall establish, maintain and comply with an information security plan ("Information Security Plan"), which shall contain such elements that the CSU may require after consultation with Contractor. On at least an annual basis, Contractor shall review, update and revise its Information Security Plan, subject to the CSU's review and approval. At the CSU's request, Contractor shall make modifications to its Information Security Plan or to the procedures and practices thereunder to conform to the CSU's security requirements as they exist from time to time.

Contractor's Information Security Plan shall be designed to:

- Ensure the security, integrity and confidentiality of the CSU Protected Data;
- Protect against any anticipated threats or hazards to the security or integrity of such information;
- Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to the person that is the subject of such information;
- Protect against unauthorized changes to or use of CSU Protected Data; and
- Comply with all applicable CSU policies legal and regulatory requirements for data protection.
- Include business continuity and disaster recovery plans.

Contractor's Information Security Plan shall include a written response program addressing the appropriate remedial measures it shall undertake in the event that there is an information security breach.

Contractor shall cause all Subcontractors and other persons and entities whose services are part of the Services which Contractor delivers to the CSU or who hold CSU Protected Data, to implement an information security program and plan substantially equivalent to Contractor's.

The parties expressly agree that Contractor's security procedures shall require that any Protected Level 1 Data transmitted or stored by Contractor only be transmitted or stored in an encrypted form approved by the CSU.

In addition, Contractor represents and warrants that in performing the Services, it will comply with all applicable privacy and data protection laws and regulations of the United States including, as applicable, the provisions in the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801 et seq., the Family Education Rights and Privacy Act ("FERPA"), 20 USC Section 1232(g) et seq., and of any other applicable non-U.S. jurisdiction, including the European Union Directives, and that it will use best efforts, consistent with Federal Trade Commission and other applicable guidance, to protect CSU's Protected Information from identity theft, fraud and unauthorized use.



Failure by Contractor to comply with any provision of this Section shall constitute a default subject to Paragraph 14 of the CSU General Provisions for Information Technology Acquisitions.

## **4.0 INCIDENT RESPONSE MANAGEMENT**

### **4.1 Notification of a Security Incident.**

Contractor shall report, in writing, to the CSU any use or disclosure of CSU Protected Data not authorized by this Agreement or authorized in writing by the CSU, including any reasonable belief that an unauthorized individual has accessed CSU Protected Data. This report shall be made to the CSU's primary contact and its designated information security officer, at [iso@csudh.edu](mailto:iso@csudh.edu). It shall include details relating to any known or suspected security breach of Contractor's system or facilities which contain CSU Protected Data or any other breach of Protected Data relating to this Agreement. This report shall be made not later than within twenty-four (24) hours after discovery, if the information was, or is reasonably believed to have been, acquired by an unauthorized person.

### **4.2 Notification Contents**

Contractor's report shall identify:

- The nature of the unauthorized use or disclosure,
- The time and date of incident,
- A description of CSU Protected Data used or disclosed,
- Who made the unauthorized use or received the unauthorized disclosure,
- What Contractor has done or shall do to mitigate any harmful effect of the unauthorized use or disclosure, and
- The corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

Contractor shall provide such other information, including a written report, as reasonably requested by the CSU.

### **4.3 Notification to Parties**

Contractor agrees to fully cooperate with the CSU with the preparation and transmittal of any notice, which the CSU may deem appropriate or required by law, to be sent to affected parties regarding the known or suspected security breach, and to be financially responsible for any such notice resulting from Contractor's, its Representatives, Affiliates, or Subcontractors acts or omissions with regard to the data security requirements of this Agreement. Contractor shall take appropriate remedial action with respect to the integrity of its security systems and processes.

## **5.0 COMPLIANCE**

## **5.1 PCI-DSS Requirements**

Contractor represents and warrants that it shall implement and maintain certification of Payment Card Industry (“PCI”) compliance standards regarding data security and that it shall undergo independent third-party quarterly system scans that audit for all known methods hackers use to access private information, in addition to vulnerabilities that would allow malicious software (i.e., viruses and worms) to gain access to or disrupt the network devices. If during the term of the Agreement, Contractor undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI DSS standards and/or other material payment card industry standards, it will promptly notify the CSU of such circumstances.

Contractor agrees to promptly provide current evidence of PCI-DSS standards at the CSU request. The form and substance of such evidence must be reasonably satisfactory to and must be certified by an authority recognized by the payment card industry for that purpose.

Contractor shall maintain and protect in accordance with all applicable laws and PCI regulations the security of all cardholder data when performing the contracted Services on behalf of the CSU.

Contractor will provide reasonable care and efforts to detect fraudulent credit card activity in connection with credit card transactions processed for the CSU.

Contractor shall indemnify and hold CSU harmless from loss or damages resulting from Contractor’s failure to maintain PCI compliance standard in accordance with this section.

Contractor shall not be held responsible for any such loss of data if it is shown that the loss occurred as a result of the sole negligence of the CSU.

## **5.2 PA DSS REQUIREMENTS**

Contractor represents and warrants that software applications it provides for the purpose of processing payments, particularly credit card payments, are developed in accordance with and are in compliance with the standards known as Payment Application Data Security Standards (PA-DSS). As verification of this, the Contractor agrees to provide evidence that any such application it provides is certified as complying with these standards and agrees to continue to maintain that certification. The evidence may be provided in the form of the PA DSS form if the contractor self-certified, or a copy of the PA QSA if the Contractor was certified by an external party. If the contractor is unable to provide a copy of the PA DSS form or the PA QSA letter, the contractor must provide the CSU with proof of bonded insurance listing the CSU as the beneficiary in the case of a security breach. If during the term of the Agreement, Contractor undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PA DSS standards and/or other material payment card industry standards, it will promptly notify the CSU of such circumstances.

Contractor agrees promptly to provide, annual or at the request of the CSU, current evidence, in form and substance reasonably satisfactory to the CSU, of compliance with PA-DSS security standards which has been properly certified by an authority recognized by the payment card industry for that purpose.

Contractor shall indemnify and hold CSU harmless from loss or damages resulting from Contractor's failure to maintain PA-DDS security standards in accordance with this section.

### **5.3 NACHA Requirements**

Contractor agrees to assist the CSU in documenting compliance with NACHA rules and regulations and with compliance of security standards for the protection of ACH transactions.

### **5.4 Health Insurance Portability and Accountability Act (HIPAA) Requirements**

Contractor shall agree to use and disclose Protected Health Information in compliance with the security standards for the protection of electronic protected health information as per (45 C.F.R. Parts 160 and 164).

## **6.0 PERSONNEL SECURITY REQUIREMENTS**

Any work to be performed in connection with this Agreement by Contractor, its Affiliates or Subcontractors must be performed in the United States, unless the prior written consent of the CSU is received to perform work outside the United States. Further, CSU Protected Data may not be transmitted or stored outside the United States without the prior written consent of the CSU.

Contractor shall require all Representatives, Affiliates and Subcontractors with access to CSU Protected Data, as a condition of their engagement, to participate in annual security awareness training.

Contractor shall comply and shall cause its Representatives, Affiliates and Subcontractors to comply with all personnel, facility, safety and security rules and regulations and other instructions of the CSU, when performing work at a CSU facility, and shall conduct its work at the CSU facilities in such a manner as to avoid endangering the safety, or interfering with the convenience of, CSU Representatives or customers.

Contractor shall not knowingly permit a Representative, Affiliate, or Subcontractor to have access to the records, data or premises of the CSU when such Representative, Affiliate or Subcontractor:

- (a) has been convicted of a crime;
- (b) has engaged in a dishonest act or a breach of trust; or
- (b) uses illegal drugs.

Contractor agrees that under no circumstances shall any of Contractor's Representatives, Affiliates or Subcontractors, whether full-time or part-time, connect to any CSU system or access any CSU data, for purposes of downloading, extracting, storing or transmitting information through personally owned, rented or borrowed equipment including, but not limited to mobile devices (e.g., laptops, PDAs, cell phones, etc.,)

Contractor represents that it maintains comprehensive hiring policies and procedures which include, among other things, a background check for criminal convictions, and pre-employment drug testing, all to the extent permitted by law. Contractor shall conduct thorough background checks and obtain references for all its Representatives, Affiliates, and Subcontractors who have access to CSU's protected information.

Any exceptions are at variance with the CSU policy and must be approved in advanced according to CSU policy guidelines.

## **7.0 RECORD RETENTION REQUIREMENTS**

Contractor shall maintain all records pertaining to the Services provided to the CSU under this Agreement for in accordance with the CSU Retention schedule (Reference the following link for CSU Retention schedule: (<https://www.calstate.edu/recordsretention>) and if longer after termination of the Agreement, subject to applicable law or regulation. Contractor further agrees to provide to the CSU, at its request, a full copy of all such records for the CSU to maintain at a U.S. location which the CSU shall designate.

Backup data may not be archived. Destruction/deletion of data shall be in accordance with ISO 27001. Contractor to provide evidence or certification that this section has been complied with.

## **8.0 THE CSU RIGHT TO CONDUCT AND/OR REVIEW RISK ASSESSMENTS**

8(a) A Contractor, with access to the CSU protected data, shall conduct risk assessments and/or audits of its use of CSU protected data at least annually. The Contractor shall provide the CSU with copies of its latest information security risk assessments and/or audits upon request.

If any assessment and/or audit discloses material variances from the performance requirements set forth in this Agreement or a breach by Contractor of the provisions of this Agreement, Contractor shall be deemed in breach of this Agreement.

## **9.0 TERMINATING OR EXPIRING THE AGREEMENT – RETURN/DESTROY PROTECTED DATA**

Upon the termination or expiration of this Agreement, or at any time upon the request of the CSU, Contractor and its subcontractors shall return all CSU Protected Data (and all copies and derivative works thereof made by or for Contractor). Further, Contractor and all subcontractors shall delete or erase such Protected Data, copies and derivative works thereof, from their computer systems.

The CSU shall have the right to require Contractor to verify, to CSU's satisfaction, that all CSU Protected Data has been returned, deleted or erased. Contractor agrees to fully cooperate with the CSU's requests for verification.

# **Attachment C**

## **Operational Terms**

**ATTACHMENT C  
OPERATIONAL TERMS**

**Expectations of the California State University, Dominguez Hills (CSUDH)**

1. **RECOGNITION.** CSUDH will provide to Sponsor recognition as set forth on Attachment E, Sponsorship Rights & Benefits, attached and incorporated for all purposes, so long as such recognition complies with Section 1.2 and satisfies the qualified sponsorship requirements under the then current Treasury Regulations. All sponsorship recognition provided under this Agreement is collectively referred to herein as "Sponsorship Recognition." All Sponsorship Recognition materials provided under this Agreement are collectively referred to as "Sponsorship Recognition Material."
  - 1.1 **No Endorsements or Calls to Action.** Notwithstanding any other term or condition of this Agreement to the contrary, no Sponsorship Recognition Material or recognition of Sponsor of any other any kind, may state or imply that CSUDH endorses a particular company, organization or any other entity, including Sponsor, or any other entity's goods or services, including Sponsor's goods or services.
  - 1.2 Sponsor will not have the right to display a message in Sponsorship Recognition Material that contains a comparative or qualitative description of Sponsor's goods or services, price information about Sponsor's goods or services, or any other message that is a call to action related to Sponsor's goods or services.
2. **PROPOSALS AND CLAIMED PROPRIETARY DATA.** CSUDH may make use of the written Proposal and any of its contents for any appropriate purpose. All information should be presumed subject to full disclosure under State and Federal law.
3. **REPORTS.** The Contractor shall furnish CSUDH with all requested daily/weekly reports to verify all customer counts, meal counts, cash sales, card sales, and other pertinent information so requested.
  - 3.1. CSUDH expects the Contractor to provide financial reporting that meets CSUDH's fiscal year, but also financial reporting that reflects the academic year if that is different.
  - 3.2. The Contractor shall provide CSUDH with a complete set of monthly financial statements as operational statements and point-of-sale statements no later than the 20th day following the last day of each monthly accounting period.
  - 3.3. Any reports shall be presented in a format acceptable to CSUDH. All financial and operational reports and supporting data shall also be prepared in accordance with a format acceptable to the CSUDH to include sufficient detail for performance tracking purposes. Causes and appropriate documentation of abnormal revenue and expense deviations shall be noted by the Contractor as part of these statements. These reports may include:
    - 3.3.1. Contract Dining Plan and Conferences and Camps:

- 3.3.1.1. Number of students participating per meal, per contract type
- 3.3.1.2. Number of non-contract customers per meal
- 3.3.2. Retail/Branded and C-Store Concepts:
  - 3.3.2.1. A summary of gross sales and sales tax
  - 3.3.2.2. Customer counts by meal period (breakfast, morning break, lunch, afternoon break, and evening)
  - 3.3.2.3. Average check (sales divided by customer count)
  - 3.3.2.4. Per capita sales (sales divided by the total number of students and staff on campus)
  - 3.3.2.5. Sales mix (sales breakdown by breakfast items, snacks, entrees, sandwiches, grill items, beverages, and desserts)
  - 3.3.2.6. Sales by payment method/tender (e.g. cash, student meal block, voluntary meal block, student plan declining balance)
- 3.3.3. Catering:
  - 3.3.3.1. Summary of gross sales and sales tax (ability to break out alcohol sales)
  - 3.3.3.2. Number and type of events
  - 3.3.3.3. Estimated number of customers per event
- 3.4. Each operating statement shall be by type of service and location and on a composite basis shall present revenue and expense accounts for the period being reported and fiscal year-to-date, with percentage rates given for each item and period.
- 3.5. In addition to the above, the Contractor shall provide such special reports and analysis covering its operations under the Contract as may be requested by CSUDH.
- 3.6. By July 15th of each year, the Contractor shall submit an operation and performance review of the services under the Contract for the prior fiscal year (July 1 through June 30) or other period as the parties agree. The report shall include, but not limited to, the upcoming pro forma for the operations.
- 3.7. By March 1 of each year or as the parties otherwise agree, Contractor shall submit an upcoming pro forma, or budget, for the upcoming year.

#### 4. PERIODIC REVIEW OF OPERATIONS.

- 4.1 Recognizing that CSUDH is awarding resulting contract for the convenience and benefit of the students, faculty and staff of CSUDH, successful performance of resulting contract by the Contractor is dependent on favorable response from the users. CSUDH will have the right of supervision of the dining facilities, kitchen and auxiliary service rooms, and of the total operation of the Contractor with respect to the quantity and quality of food served, the conduct of its employees, the method of service, and the maintenance and sanitary condition of the premises. The CSUDH will have the right to make reasonable requests with regard to all matters and the Contractor must agree to those requests.



- 4.2. The Contractor shall cooperate at all times to maintain maximum efficiency and good public relations with students, faculty, and staff. As appropriate or when relevant, other CSUDH officials will participate in the process.
- 4.3. The Contractor shall meet regularly with CSUDH to discuss project status and updates, to effect adjustments in operations, and review each operating statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in resulting Contract. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected in the next monthly statement.
- 4.4. CSUDH reserves the right to have a designated representative inspect and evaluate the operations and conditions of the food service facilities at any time. Such reviews may include the quantity and quality of food served, methods of service, prices of selections, hours of meal service, as well as anything related to the safety, sanitation, and maintenance of the facilities and equipment, all of which Contractor shall maintain at levels satisfactory to CSUDH.

## 5. FACILITIES.

- 5.1. No alterations shall be made on the premises nor shall additionally partitions or fixtures be installed in said premises without the written consent of CSUDH. No signs, advertisements, or notices of any kind shall be painted, inscribed on, or affixed to any part of the premises or any part of the building until said signs, advertisements, or notices are submitted to the CSUDH and approved in writing by CSUDH.
- 5.2. The Contractor shall pay CSUDH, as appropriate, the standard CSUDH rates for all necessary utilities that are provided by CSUDH for the duration of the contract. These utilities shall include water, sewer, electricity, gas, internet, Wi-Fi, trash and phone service (local, long distance). CSUDH does not guarantee an uninterrupted supply of any utility services. CSUDH shall not be liable to the Contractor for any loss, damage, cost, or expense that may result from the interruption of any of these utilities. Contractor needs to ensure that adequate alarms and back-up processes and systems are available in the case of failure of utilities for frozen or refrigerated products.
- 5.3. The Contractor shall not do or permit anything to be done on said premises, nor bring or keep on the premises anything which would increase any insurance rate of premium on the buildings and operations of CSUDH, or which would constitute a nuisance or create a dangerous or hazardous condition.

## 6. EQUIPMENT.

- 6.1. The Contractor shall have the use of all existing CSUDH or Corporation equipment, including small wares and short life equipment, cookware, tableware, office furnishings and other related equipment and machines ("CSUDH Owned Equipment"). Contractor shall complete and provide CSUDH a beginning inventory of CSUDH Owned Equipment and Contractor's equipment that Contractor intends to use.
- 6.2. The Contractor shall maintain, in formats acceptable to CSUDH, annual inventory, acquisition, and loss records for (a) all CSUDH Owned Equipment and

(b) all Contractor Owned Equipment. Any equipment located in the food service locations or the office space that is not on the Contractor Owned Equipment list shall be deemed to be CSUDH Owned Equipment and the sole property of CSUDH.

- 6.3. No CSUDH Owned Equipment shall be removed from the premises for any purpose other than repair, except by the CSUDH or with the prior approval of CSUDH. While this restriction does not apply to portable equipment used in catering activities, such equipment is to be returned to its assigned unit as soon as possible after the catered affair is concluded.
- 6.4. The Contractor shall furnish and maintain in good repair all small wares and short life equipment including, but not limited to, chinaware, trays, cooking equipment, glassware, silverware, utensils, and similar equipment that is reasonably deemed necessary for a better and more efficient food service operation. The Contractor will be responsible for replacing these items as needed. The Contractor will retain ownership of all such small wares (that are "short life") that are purchased and/or furnished by the Contractor. In the event of termination of the contract, CSUDH will cause the successor Contractor to purchase all Contractor-furnished short life equipment at the current market value.
- 6.5. The Contractor must not prepare foods and beverages on the premises for sale at any location not covered by the contract without prior CSUDH consent.
- 6.6. At the end of the Contract, CSUDH may, at its option, purchase Contractor's usable inventory of food and related supplies upon termination of any subsequent contract for any reason; provided, however, CSUDH shall not purchase any food or supplies in open or partial packages, boxes, or containers. The purchase price for such inventory shall be determined by Contractor's verifiable invoice costs.

## 7. SANITATION AND SAFETY.

- 7.1. The Contractor shall maintain the highest standards of sanitation and cleanliness and debris-free in all areas under its control. The Contractor shall be responsible for all routine cleaning of the food service facilities and all areas under its control including storage, production, and serving, kitchen and dining seating areas, loading docks, the area and yard adjacent to where the trash and garbage disposal equipment is placed. This includes interior windows, carpets, walls, and other floors. The floors of back of house and all dining areas are to be wet mopped/vacuumed daily. The floors shall be free from debris at all times. The Contractor shall provide for custodial upkeep, and health and safety upkeep, satisfactory to the regulatory agencies and the quality requirements of CSUDH.
- 7.2. No cooking grease, oil, or fats are to be disposed of or dumped into the sewer system or refuse disposal. Disposition must be handled by a rendering company or other approved method at the Contractor's expense.
- 7.3. The Contractor shall have adequate personnel with sufficient training to insure the highest standards of sanitation and housekeeping.
- 7.4. CSUDH shall have the right at all times to determine by inspection that facility sanitation and safety is satisfactory and in accordance with health standards. Contractor will also allow access to inspectors of State and Local health

departments and safety offices and provide complete cooperation and access to all food service, production, and storage areas while they are conducting inspections. These inspections may be at the request of CSUDH or such agencies' own discretion. The Contractor will furnish a copy of all inspection reports to CSUDH within three (3) days of the receipt of such report. The Contractor will also be responsible for implementing (within 10 days) corrective operating measures required because of these inspections and reports.

- 7.5. The Contractor shall leave all areas under its assigned control in a clean and ready condition when kitchens and dining facilities are closed in accordance with CSUDH schedules and those areas shall be openly accessible to personnel designated by CSUDH.
8. CONTROL SYSTEMS. The Contractor shall exercise maximum security control over all cash, charge, and sales transactions. CSUDH shall not be responsible for theft or loss of the Contractor's cash or property or criminal acts of third parties.
9. CREDIT CARDS, DEBIT CARDS AND CHECKS. Contractor is required to accept credit cards and debit cards at the point of sale. The Contractor may, at its sole discretion, accept checks. Contractor shall provide its own point of sale machines and pay all associated transaction fees. Contractor must be PCI compliant.
10. SUBSTANTIAL CHANGES IN OPERATION. Contractor shall obtain the prior approval of CSUDH prior to making any substantial changes in the business plan or operation, which includes, but not limited to: hours of operation, construction, renovation, major equipment purchases, or hiring of key staff such as manager and head chef.
11. GENERAL RESTRICTIONS. Contractor shall not advertise the contract operations in an unauthorized manner. The Contractor's services are for the convenience of the CSUDH community and CSUDH will regulate or prohibit patronage from other sources that interfere with that purpose.
12. DEBTS OF STUDENTS. Proposer understands and agrees that if awarded a contract; CSUDH shall not be responsible for debts owed to Contractor by individuals or by organizations.
13. ACCEPTANCE OF SERVICES. The parties agree that time is of the essence for performance. All services performed under resulting Contract shall be to the satisfaction of CSUDH and in accordance with the specifications, terms, and conditions of the Contract. CSUDH reserves the right to review the services performed and to determine the quality, acceptability, performance time, and fitness of such services.
14. TERMINATION OF CONTRACT.
  - 14.1. CSUDH may terminate the food service contract without cause by giving the Contractor sixty (60) days written notice of its intention to do so. The Contractor may terminate the contract without cause by giving CSUDH ninety (90) days written notice of its intention to do so. However, the Contractor may not terminate resulting contract at a time other than between academic sessions, providing such termination date is no less than ninety (90) days from the date of receipt of notice.
  - 14.2. Upon the expiration or termination of the contract, the Contractor shall surrender

peaceable possession of the premises to the CSUDH and shall surrender to CSUDH in like good order as when received, ordinary wear, tear, and depreciation excepted, the fixtures and equipment owned by the CSUDH and any equipment furnished by the Contractor to replace similar equipment which may have become lost, damaged, or destroyed.

- 14.3. Should the contract be terminated prior to completion of the amortization and depreciation period, the Contractor will provide a statement of the remaining balance to CSUDH. This amount shall be due no later than sixty (60) days from the date the termination is effective. Upon the completion of the amortization and depreciation period or the payment of the remaining balance, all assets shall become the property of CSUDH.

## 15. STAFFING.

- 15.1. The Contractor will, at all times, maintain an adequate staff of employees for the timely preparation and prompt service of food, and will provide adequate administrative, dietetic, hygienic, and personal supervision. All staff employed by the Contractor shall maintain proper standards of courtesy, service, and professionalism in dealing with CSUDH community.
  - 15.2. The Contractor warrants that they comply with U.S. immigration laws and will not knowingly employ illegal immigrants. Contractor is responsible for requiring and implementing any legal requirements such as health examinations, food handlers' exams, and/or bonding of personnel. The Contractor's employees shall be subject to and comply with all applicable CSUDH rules, regulations, and policies, including background check requirements. The Contractor shall abide by the Fair Labor Standards Act and all other regulations required by the U.S. Department of Labor. The Contractor must be an equal opportunity employer. The Contractor, in performing work required by resulting Contract, shall not discriminate against any employee because of race, color, creed, national origin, age, sex, religion, ancestry, or disability.
  - 15.3. All staff required for the Contractor's operation shall be employees of the Contractor and the Contractor shall be solely responsible for the payment of their wages and benefits. All persons employed by the Contractor on CSUDH premises are, at all times, deemed employees or agents of that company.
  - 15.4. The Contractor shall make an effort to actively recruit and hire students whenever possible. The Contractor should describe its current student employment program at other institutions with food service operations similar to each CSUDH.
  - 15.5. The Contractor shall bear any loss resulting from dishonest acts on the part of its employees.
16. CONTRACTOR'S REPRESENTATIVE. CSUDH reserves the right to negotiate with the Contractor to assign a different individual to represent the Contractor awarded resulting Contract if the assigned person or persons are not meeting the needs of CSUDH satisfactorily. This right shall carry forward through the response period and during the term of the Contract.

17. TRAFFIC AND PARKING. Contractor's employees will comply with CSUDH traffic and parking regulations while at CSUDH premises. Prices are subject to change without notice.
18. RESPONSIBILITY FOR EMPLOYEES. Contractor shall be responsible for any and all injury, loss and damage to persons or property caused by Contractor's agents, employees or personnel. Upon request by CSUDH, Contractor shall promptly repair or replace, to the satisfaction of CSUDH, any damage Contractor, its employees, personnel or agents, cause to CSUDH's property. In the event Contractor fails to make such repairs to the satisfaction of CSUDH, CSUDH, at its option, may repair such damage and Contractor shall promptly reimburse CSUDH for the cost of such repair or replacement.

## **Attachment D**

### **Strategic Sponsor Rights & Benefits**

## **ATTACHMENT D**

### **STRATEGIC SPONSOR RIGHTS & BENEFITS**

#### Rights and Benefits

To ensure the selected sponsor(s) has unique access to, and positive impact upon, the diverse campus population, the rights and benefits listed below will be provided to the sponsor, *subject to discussion with CSUDH leadership and modification depending on available assets and sponsor objectives*. These various rights and benefits are ultimately subject to review by CSUDH and will not be unreasonably withheld.

#### **1. Designations.**

- 1.1. Designation as the Preferred Foodservice Provider of CSUDH.

#### **2. Marks.**

In all cases with Intellectual Property, use of any marks and iconography are subject to review and approval by CSUDH.

- 2.1. Right to use CSUDH logos.

#### **3. Preferred Provider Status.**

- 3.1. Prominent and Significant Recognition in the Foodservice & Dining Category.
- 3.2. Subject to campus-specific exploration, sponsor is granted Foodservice and Dining Category Sponsor of mutually agreed upon events and programs.

#### **4. Signage.**

- 4.1. Logo/ID on Posters/Banners in High-traffic Areas of Campus Facilities (e.g., student centers, athletic facilities, libraries) *or equivalent on-campus exposure*.
- 4.2. Logo/ID on Video Monitors/Digital Displays in Campus Facilities; high-traffic areas *or equivalent on-campus exposure*.

#### **5. Campus Advertising.**

- 5.1. Logo/ID in Traditional Media Promoting Sponsorship/Sponsored Program; includes TV, Radio, Print, Social Media, Digital *or equivalent media exposure*.
- 5.2. Logo/ID in Out of Home Media Promoting Sponsorship/Sponsored Program; includes billboards, transit ads, banners, *or equivalent OOH exposure*.



## **6. Marketing Communications.**

6.1. Direct Mail and/or Inserts in Direct Mail Pieces to CSUDH audiences (e.g., alumni, parents, students, board members, VIPs).

6.1.1. Frequency to-be-determined based on CSUDH guidelines *and* Sponsor objectives.

6.2. Posts Recognizing Sponsor Support in CSUDH Unit Social Media Channels (e.g., Facebook, Instagram, Twitter, YouTube).

6.2.1. Quantity and Frequency to-be-determined based on CSUDH guidelines *and* Sponsor objectives.

## **7. Display Space and/or Experiential Engagement.**

Opportunity for Sponsor Activation/ Displays at CSUDH Events

7.1. Quantity and Frequency to-be-determined based on CSUDH guidelines *and* Sponsor objectives.

7.1.1. CSUDH envisions a minimum of twice per year.

7.2. A minimum space of 10'x10' with, based on mutual agreement, larger space provided.

## **8. Website.**

8.1. Feature/Content Showcasing Sponsor's Support on CSUDH Websites (Athletics, Alumni Association, Performing Arts, Purchasing, etc.)

Logo/ID on Sponsor Recognition Page of CSUDH Websites (e.g., alumni, performing arts) and/or on grouping of sponsor logos, as available.

## **9. Athletics Sponsorship.**

Given the nature of campus athletic departments, most notably the wide range of how sponsors are provided access and exposure, assets vary from school to school. As such, CSUDH will work with chosen Sponsor to engage with athletic department fans effectively and meaningfully.

A list of possible assets includes, but is not limited to, the following:

9.1. In-venue signage (static and digital)

9.2. Media (radio, streaming)

9.3. Website exposure

9.4. Social

9.5. Hospitality

9.6. Experiential (e.g., product displays)

# **Attachment E**

## **Financial Proposal**

*(Refer to Excel Spreadsheet in CSUBUY)*

**Financial Offer Template:** Please use the template below to summarize your financial offer in terms of proposed costs and revenues. Please include any supporting documentation to clarify any proposed programs, costs or benefits.

Add/Delete categories and sections if needed to summarize your offer. Please note and estimate any soft revenue that would not accrue directly to CSU schools (such as paid internships)

OVERALL REVENUE	Upfront	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	5 -Year Total	7-Year Total	10-Year Total
Upfront Signing Bonus												-	-	-
Annual Sponsorship Fee												-	-	-
Commissions & Royalties												-	-	-
Scholarship, Research & Creative Activity	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Community, Service Learning & the Public Good	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Diversity, Equity, and Inclusion	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Social and Environmental Responsibility & Sustainability	-	-	-	-	-	-	-	-	-	-	-	-	-	-
GRAND TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Expanded Description	Upfront/Each	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Scholarship, Research & Creative Activity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Paid Internships											
Scholarships											
Sponsored Research											
Student Recruiting											
Sponsor Recommendation/Desired Program #1											
Community, Service Learning & the Public Good	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Service-Learning Opportunities											
CSU Alumni Support											
Philanthropy											
Student Employment											
Sponsor Recommendation/Desired Program #1											
Diversity, Equity, and Inclusion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ethnic Studies											
Student Employment											
Sponsor Recommendation/Desired Program #1											
Social and Environmental Responsibility & Sustainability	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food Pantry											
Sponsor Recommendation/Desired Program #1											

Comments

# **Attachment F**

## **Proposer Questionnaire**

***(Refer to Excel Spreadsheet in CSUBUY)***

**Request for Proposal (RFP) # 21-011**  
**CSUDH Strategic Sponsorship Program:**  
**Questionnaire**

Question	Contractor Background Information	Response
1	Describe your interest in the opportunity.	
2	Present an introduction and general description of your company's background; identify and substantiate with examples why you are well-qualified to provide requested services.	
3	Provide any relevant information about how long your company has been in business.	
4	Provide any relevant information about your company's volume of clients.	
5	Provide any relevant information about how many employees your company has. Describe your capacity, and how you plan to service CSUDH.	
6	Provide an overview of experience in delivering effective quality student experiences.	
7	Upload an organizational chart.	
8	Provide background information on key contacts in your company, including years of service and their duties.	
9	Upload a list of Five (5) client accounts including all relevant contact information, approximate annual revenues, and tenure that best represents the program and quality CSU can expect. Three must be within California and at institutions of higher education.	
10	Upload a listing of all accounts lost over the last five years, along with the same information noted for client list above, and the primary reason(s) why said clients left.	

11	Submit audited financial statements for the past two (2) years or equivalent information in order to establish financial viability. Note if you are a privately held company that does not provide such information, please indicate if you are willing to have relevant conversations with appropriate personnel to establish your firm's viability.	
12	Describe any current lawsuits, administrative proceedings or other legal actions, bankruptcies, or governmental investigations against your company including, but not limited to, parties of dispute, any equipment affected, causes of action, jurisdiction, and date of legal filing. Also include a description of any lawsuits, administrative proceedings or other legal actions, bankruptcies, or governmental investigations that have occurred in the last five years and the dispositions of each. Indicate if any of these cases will now, or in the future, have a material impact on University's food service operations.	
13	Describe any acquisitions or mergers which have occurred within the past two years or are planned within the next two years.	
14	Upload your company's certificate of insurance, matching the requirements listed in this RFP.	
15	List which methods of payment your company accepts.	
16	If your company is currently certified as a Small Business and/or Disabled Veteran Business Enterprise (SB/DVBE) by the State of California, download and complete then upload the Bidder Declaration Form (Attachment O and ) for a 5% bidder preference.	
<b>Question</b>	<b>Sponsorship Investment</b>	<b>Response</b>
1	Complete two (2) the Financial Proposal Offer document. One for a Management Fee Structure and one assuming a P&L model.	
<b>Question</b>	<b>Operational Plan</b>	<b>Response</b>

1	Provide a list of available services including but not limited to various scales from management to full outsource; uniform services; grounds/facilities; mail, vending, etc. campus or auxiliary will have the ability to tailor available services to fit their needs.	
2	Provide your business model and culinary philosophy.	
3	List your proposed staffing levels for the ratios of managers to fulltime staff, and managers to students.	
4	List your targets for labor, and food cost percentages.	
5	List which staff might be shared with other campuses	
6	Provide your target labor hours per meals served.	
7	Provide a sample concession program.	
8	Provide your points of sale per 100 attendee event in concessions.	
9	Describe a best success story on how you've handled concessions.	
10	Describe how you audit and ensure easy cost control by concept location and operational type.	
11	List what is included in your overhead costs. Indicate if this includes any allocation from corporate offices.	
12	Of your overall revenue, indicate what percentage comes from national volume discounts or rebates. Of this number, indicate what percentage you are willing to commit to sharing with the campus.	
13	Upload sample menus with prices and portion sizes (distinguish vegetarian and vegan offerings) for both residential and retail.	
14	Describe how students access nutritional information, and how you are marketing it.	
15	Describe the process of how often menus are analyzed and refreshed.	
16	Upload a catering plan to include: A) a sample of the catering program for multiple tiers including student, staff and VIP; B) provide sample menus for each tier; C) explain the process of how to receive orders and pay; D) customer follow-up/satisfaction process; E) describe your growth plan; F) other pertinent information.	

17	Describe how seasonality is involved in each tier of your catering program.	
18	Describe your process and methodologies of meeting the needs of low budget clients for catering. Include details that address; value for price, sufficient food, surveying dissatisfaction, etc.	
19	Describe thoroughly how you accommodate for special dietary considerations (celiac, diabetes, low cholesterol, low sodium, and food allergies to the eight most common food allergies: milk, eggs, tree nuts, fish, shellfish, soy, and wheat).	
20	Describe how you assess and match street pricing for dining alternatives.	
21	List tools you use to ensure the safety of employees and the food.	
22	Describe how you develop menus for summer camps and conferences that will appeal to those groups.	
23	Describe your approach to developing pre-season and pre-academic term group menus and service concepts to appeal to those groups	
24	Provide a list of minimum food purchase percentages of: organic, fair trade, and locally-sourced. Include your definition of "local".	
25	List the typical retail meal cost to support a quality dining program and the relationship to meal plan pricing, i.e., number of meals per meal plan.	
26	Describe the marketing team or approach that is typically on a campus and how they might support the marketing for the campus.	
27	Provide a sample of a marketing, promotion or special events plan.	
28	Describe your approach to social media and how you engage campus through social media.	
29	Provide a sample marketing calendar with descriptions of promotions.	
30	Describe any technological innovations, such as remote ordering, POS upgrades, etc. intended to improve efficiency and enhance the dining experience.	



31	Describe if you would propose an AYCTE (all you care to eat) or retail program for the residential dining hall.	
32	Please share how you have resolved food cost, labor, or meal plan participation issues that was a win-win.	
33	Describe your plan to engage residential students on campus.	
34	Describe your plan to engage commuter students on campus.	
35	Provide an overall description of the types of nutrition and wellness awareness programs that would be initiated at CSUDH and how these programs will be executed and promoted. Address the role, function, campus-specific involvement, and time spent by a registered dietitian and/or qualified nutritionist who would have responsibility for all such programs.	
36	Submit your corporate and CSUDH specific quality assurance plan that addresses all aspects of campus dining programs, including: A) sample inspection/quality audit forms used internally and as part of any district/regional visitations; B) the process used to assure all concerned that each meal has been properly prepared and that the service staff is fully knowledgeable of the recommended portions, recipes, preparation processes, and if there are any dietary or religious-based concerns of interest to the patrons; C) describe internal controls and documentation used to ensure food safety and compliance with all local Department of Health requirements.	
37	Provide a detailed schedule and transition plan and describe how this will be implemented. In addition, provide an ongoing communication plan.	
38	Demonstrate how you have thought through various emergencies, and how you are prepared and equipped to maintain the continuity of services.	
45	Assuming everything is on schedule and CSUDH is rolling out services Spring 2022, there are 750 students living in Housing that will need late night food options. What is the proposed plan to address this need.	

46	Student Housing Phase IV and Dining complex is slated to be completed Fall 2024, until this time, proposers shall provide a temporary service solution for residential dining as well as collaborative planning with CSUDH on phase 4 and Dining Commons.	
<b>Question</b>	<b>Sustainability &amp; Carbon Footprint</b>	<b>Response</b>
1	If your company has sustainability goals or a sustainability report publicly available, then upload file.	
2	If your company has a public commitment to reducing either absolute emissions and/or carbon intensity, then please describe your commitment.	
3	Describe how your company measures its carbon footprint.	
4	If your company's carbon footprint is publicly disclosed, upload that disclosure file.	
5	If your company mandates and documents according to a publicly-recognized energy reduction program, please name that program (e.g. ISO, EnergyStar).	
6	Indicate if your company's fleet, heavy-or-light duty vehicles, on-site generation and/or operational equipment use any of the following:	
7	List any targets for post-consumer recycled content.	
8	List practices around reducing solid waste (end of shelf life management in keeping materials out of landfills).	
9	Provide examples of training and programs discouraging waste.	
10	List philosophy of sustainable food procurement such as humanely raised proteins, sustainable seafood, fair trade, etc.	
11	List practices for food security, food waste, and campus food systems in line with CSUDH's Basic Needs Program.	
12	Explain sustainability practices around packaging and distribution efficiency.	
13	Describe your future commitments to sustainability.	

14	<p>CSUDH is an AASHE STARS Silver rated institution with intentions of achieving Gold and Platinum level status in the next 2-5 years. As part of this effort, would the vendor be willing to commit to providing an annual inventory of their campus food and beverage purchasing in alignment with the methodology outlined in OP-7 Food and Beverage credit of AASHE STARS (<a href="https://drive.google.com/file/d/1udrWkTzKazLgo3h66SzO8eZJddR7WrRt/view">https://drive.google.com/file/d/1udrWkTzKazLgo3h66SzO8eZJddR7WrRt/view</a>)?</p> <p>Based on this methodology, how many points (out of 6) would the vendor be, at minimum, willing to commit to achieving annually by aligning food and beverage purchases to include sustainably or ethically produced, plant-based, and local, etc. items?</p>	
15	<p>CSUDH has an active Food Recovery Network chapter through the Office of Sustainability that re-directs excess food from Dining facilities to Basic Needs/CSUDH students experiencing food insecurity. Please explain whether the vendor be willing to continue this relationship and prioritize making sure these food resources on-campus are re-directed back to CSUDH students and/or how these efforts would integrate with the vendor's proposed in-house programs?</p>	
16	<p>Pre-pandemic, CSUDH Office of Sustainability &amp; Student Affairs &amp; Campus Dining (through vendor Hunger Action LA/Venaver Events) co-sponsored an on-campus Farmers Market that offered Market Match, Toro Pantry Box donations, and EBT/WIC benefits to students. What sort of relationship or integration of this offering would the vendor propose in order to continue providing this source of affordable, local, fresh produce, crafts, and hot/cold foods to commuting students, staff and faculty?</p>	

17	CSUDH currently has a Toro Token program which enables users to purchase a \$5 token they can cash in for reusable takeout containers from Campus Dining and return for either a token or a clean container. Please explain how vendor would recognize the Toro Token program and/or integrate with an equivalent reusable container program that enables Toro Token users to take advantage of the program without having to lose value on their existing Toro Tokens?	
<b>Question</b>	<b>Creative Solutions</b>	<b>Response</b>
1	Please provide your creative ideas for solutions in areas including but not limited to: A) off-campus dining; B) mobile ordering; C) delivery; D) kiosk ordering; E) open to any other creative ideas not identified in the Operational Plan section.	
<b>Question</b>	<b>Software Documentation</b>	<b>Response</b>
1	Please complete the full version of the Higher Education Community Vendor Assessment Toolkit (HECVAT) as provided on the following link: <a href="https://library.educause.edu/resources/2020/4/higher-education-community-vendor-assessment-toolkit#tools">https://library.educause.edu/resources/2020/4/higher-education-community-vendor-assessment-toolkit#tools</a>	
2	Please complete the most recent US version of the Voluntary Product Assessment Template (VPAT) available at the following link: <a href="https://www.itic.org/policy/accessibility/vpat">https://www.itic.org/policy/accessibility/vpat</a>	

## **Attachment G**

### **Dining Services Income Statement FY 2018- 2019 & 2019-2020**

**California State University, Dominguez Hills Foundation**  
**Fiscal Year 2018-2019**  
**Combining Summary of Operations - Dining Services**

	40	42	44	46		
	Dining Services	Dining-	Dining-	Dining-	Total	Comments
	Administration	Tenant	Central Kitchen	Internal		
<b>Revenues</b>						
6120 Food Service - Catering Revenue	-	-	-	957,126	957,126	
6209 Commission Income - Dining	-	162,195	5,663	-	167,858	
6402 Sales	-	123,147	2,759	1,566,380	1,692,286	
6902 Other Income	-	-	-	196	196	
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 285,342</b>	<b>\$ 8,422</b>	<b>\$ 2,523,702</b>	<b>\$ 2,817,466</b>	
<b>Expenditures</b>						
<b>Salaries and Benefits</b>						
8185 Fringe Benefits - FICA	-	6,614	-	81,799	88,414	
8186 Fringe Benefits - Dental	-	366	-	11,803	12,170	
8187 Fringe Benefits - Health	-	4,354	-	140,942	145,295	
8188 Fringe Benefits - Retirement	-	1,236	-	29,037	30,273	
8189 Fringe Benefits - Vision	-	57	-	1,543	1,600	
8190 Fringe Benefits - Workers Comp	-	1,700	-	25,130	26,831	
8191 Fringe Benefits - Life Ins.	-	61	-	1,469	1,530	
8192 Fringe Benefits - SUI	-	773	-	8,782	9,555	
8194 Post Retirement Health Benefit	-	240	-	9,710	9,951	
8196 Fringe Benefits- Mental Health	-	-	-	-	-	
8561 Salaries - Staff	-	45,100	-	1,084,672	1,129,772	These figures reflect an allocation of staff salaries in the Dining Tenant and Dining Internal columns.
<b>Total Salaries and Benefits</b>	<b>\$ -</b>	<b>\$ 60,502</b>	<b>\$ -</b>	<b>\$ 1,394,888</b>	<b>\$ 1,455,390</b>	
<b>Services and Supplies</b>						
7000 Cost of Sales	-	69,858	-	1,043,932	1,113,791	
8005 Administrative Fees	-	-	-	-	-	
8010 Advertising	-	-	-	4,581	4,581	
8011 Tickets for Resale	-	-	-	25,479	25,479	
8065 Cash Over/Short	-	-	(804)	-	(804)	
8070 Commissions	-	12,619	-	-	12,619	
8075 Computer Costs	-	-	4,720	-	4,720	
8079 Contracted Services	-	57	-	14,301	14,359	
8103 Taxes and Licenses	-	-	-	85	85	
8115 Depreciation	-	-	-	23,299	23,299	
8130 Dues and Subscriptions	-	53	-	823	875	
8152 Pest Control	-	2,257	-	5,014	7,271	
8160 Equipment > \$500	-	-	-	733	733	
8161 Equipment < \$500	-	-	-	-	-	
8162 Equipment - Software	-	128	24	3,437	3,589	
8163 Equipment- Expendable	-	-	-	-	-	
8170 Fees and Service Charges	-	328	587	59,064	59,980	
8173 Background Screening	-	66	-	2,127	2,193	
8174 Live Scan	-	-	14	58	72	
8360 Legal Fees	-	2,727	-	2,660	5,387	
8361 Linen	-	-	-	16,228	16,228	
8362 Laundry	-	-	-	18,513	18,513	
8380 Maintenance Contracts	-	4,494	-	55,056	59,550	
8450 Other Expense	-	-	-	58	58	
8460 Permits	-	-	-	4,357	4,357	
8486 Printing Expense	-	-	-	157	157	
8490 Prior FY Expense	-	-	-	-	-	
8497 Community Relations	-	-	-	-	-	
8500 Supplies	-	-	-	105	105	
8540 Rental Expense	-	11,472	-	20,461	31,933	
8545 Repairs and Maintenance	-	11,237	176	43,810	55,223	

		40	42	44	46		Comments
		Dining Services Administration	Dining- Tenant	Dining- Central Kitchen	Dining- Internal	Total	
8572	Special Events Expense	-	-	-	-	-	
8574	Software	-	-	-	-	-	
8585	Supplies - Office	-	479	-	11,316	11,795	
8589	Equipment- Trackable	-	-	-	-	-	
8591	Telephone Expense	-	541	323	5,238	6,102	
8592	Training Expense	-	145	-	225	370	
8595	Travel - Domestic	-	-	210	150	360	
8624	Uniforms	-	-	-	4,609	4,609	
8625	Utilities Expense	-	31,989	-	61,302	93,291	The figure in the Dining Tenant column reflects utilities recorded in this year.
Total Services and Supplies		\$ -	\$ 148,452	\$ 5,250	\$ 1,427,178	\$ 1,580,880	
Capital Expenditures							
8061	Capital Expenditures	-	-	-	-	-	
Total Capital Expenditures		\$ -	\$ -	\$ -	\$ -	\$ -	
Total Expenditures		\$ -	\$ 208,954	\$ 5,250	\$ 2,822,065	\$ 3,036,270	
Other Financing Sources (Uses)							
9730	Transfers to Designated Fund	-	-	-	-	-	
Total Other Financing Sources (I		\$ -	\$ -	\$ -	\$ -	\$ -	
Net Change in Fund Balance		\$ -	\$ 76,388	\$ 3,172	\$ (298,363)	\$ (218,804)	

California State University, Dominguez Hills Foundation  
Fiscal Year 2019-2020  
Combining Summary of Operations - Dining Services

		40	42	44	46		
		Dining Services Administration	Dining- Tenant	Dining- Central Kitchen	Dining- Internal	Total	Comments
<b>Revenues</b>							
6120	Food Service - Catering Revenue	-	-	-	542,048	542,048	
6209	Commission Income - Dining	-	114,031	-	-	114,031	
6210	Rental Income	-	2,714	-	-	2,714	
6402	Sales	-	76,631	10,000	1,264,790	1,351,421	
	<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 193,376</b>	<b>\$ 10,000</b>	<b>\$ 1,806,838</b>	<b>\$ 2,010,214</b>	
<b>Expenditures</b>							
<b>Salaries and Benefits</b>							
8185	Fringe Benefits - FICA	-	3,759	85,166	5,062	93,987	
8186	Fringe Benefits - Dental	-	592	14,423	-	15,016	
8187	Fringe Benefits - Health	-	5,962	122,757	-	128,719	
8188	Fringe Benefits - Retirement	-	3,462	24,125	-	27,587	
8189	Fringe Benefits - Vision	-	91	1,732	-	1,823	
8190	Fringe Benefits - Workers Comp	-	1,534	33,243	1,188	35,964	
8191	Fringe Benefits - Life Ins.	-	136	1,576	-	1,712	
8192	Fringe Benefits - SUI	-	658	16,193	977	17,828	
8194	Post Retirement Health Benefit	-	1,944	3,736	-	5,681	
8196	Fringe Benefits- Mental Health	-	-	-	-	-	
8561	Salaries - Staff	-	31,167	1,214,273	66,381	1,311,821	Dining Central Kitchen reflects an allocation of Dining Internal staff salaries in these respective columns.
	<b>Total Salaries and Benefits</b>	<b>\$ -</b>	<b>\$ 49,305</b>	<b>\$ 1,517,225</b>	<b>\$ 73,607</b>	<b>\$ 1,640,137</b>	
<b>Services and Supplies</b>							
7000	Cost of Sales	-	48,960	11,462	891,748	952,170	
8005	Administrative Fees	-	-	-	-	-	
8010	Advertising	-	-	1,412	91	1,502	
8011	Tickets for Resale	-	-	14,595	-	14,595	
8065	Cash Over/Short	-	-	567	-	567	
8070	Commissions	-	17,117	-	-	17,117	
8075	Computer Costs	-	-	-	-	-	
8079	Contracted Services	-	-	7,224	35,500	42,724	
8115	Depreciation	-	-	40,976	-	40,976	
8130	Dues and Subscriptions	-	14	137	74	225	
8152	Pest Control	-	-	-	-	-	
8160	Equipment > \$500	-	-	1,822	-	1,822	
8161	Equipment < \$500	-	-	45	-	45	
8162	Equipment - Software	-	-	-	-	-	
8163	Equipment- Expendable	-	-	-	-	-	
8170	Fees and Service Charges	-	2,069	37,834	23,805	63,707	
8173	Background Screening	-	-	4,007	-	4,007	
8361	Linen	-	-	13,476	-	13,476	
8362	Laundry	-	-	8,746	661	9,408	
8380	Maintenance Contracts	-	4,904	20,348	4,392	29,644	
8450	Other Expense	-	-	-	-	-	
8460	Permits	-	-	685	-	685	
8486	Printing Expense	-	-	2,922	945	3,867	
8490	Prior FY Expense	-	-	-	-	-	
8497	Community Relations	-	-	86	-	86	
8540	Rental Expense	-	3,038	16,857	604	20,499	
8545	Repairs and Maintenance	-	1,544	49,773	14,231	65,547	
8572	Special Events Expense	-	-	329	-	329	
8574	Software	-	-	180	-	180	
8585	Supplies - Office	-	-	15,062	-	15,062	
8589	Equipment- Trackable	-	-	20,049	364	20,413	
8591	Telephone Expense	-	-	10,753	-	10,753	
8592	Training Expense	-	-	-	-	-	



		40	42	44	46	
		Dining Services Administration	Dining- Tenant	Dining- Central Kitchen	Dining- Internal	Total
						Comments
8595	Travel - Domestic	-	-	398	-	398
8624	Uniforms	-	-	7,382	-	7,382
8625	Utilities Expense	-	-	67,529	-	67,529
	<b>Total Services and Supplies</b>	<b>\$ -</b>	<b>\$ 77,645</b>	<b>\$ 354,654</b>	<b>\$ 972,415</b>	<b>\$ 1,404,714</b>
	<b>Capital Expenditures</b>					
8061	Capital Expenditures	-	-	-	-	-
	<b>Total Capital Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
	<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ 126,950</b>	<b>\$ 1,871,879</b>	<b>\$ 1,046,022</b>	<b>\$ 3,044,851</b>
	<b>Other Financing Sources (Uses)</b>					
	<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
	<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ 66,426</b>	<b>\$ (1,861,879)</b>	<b>\$ 760,816</b>	<b>\$ (1,034,637)</b>

The figure in the Dining Central-Kitchen column reflects utilities recorded in this year.

## **Attachment H**

### **Retail Dining: Tenant Lease Terms and Buy-outs**



CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

## ATTACHMENT H

### RETAIL DINING: TENANT LEASE TERMS AND BUY-OUTS

#### Retail Dining : Tenant Lease Terms and Buy-outs

- Tenant lease terms are summarized below:

	Commission	Buy-out	Security	Lease Term	End Date	Rent Paid
Subway	7% +2% CAM	Consult legal	\$5,000	10 years	9/1/2030	\$49,653 FY 2019
Panda	6% -9%, by revenue level, 5% drinks	12 months rent	\$5,000	5 year with automatic 5 year renewal	3/23/2023	\$55,429 FY 2019
Green Olive	10% food, 5% drinks	12 months rent	\$5,000	5 year with automatic 5 year renewal	7/1/2023	\$23,610 FY 2020
Every Table	7% + 3 meals per month	Greater of \$200,000 or 12 months rent	\$3,000	5 year with automatic 5 year renewal	6/21/2029	\$8,388 FY2020

## **Attachment I**

### **External Dining Tenants, Square Footage, Hours of Operation, and Revenue**

## ATTACHMENT I

### EXTERNAL DINING TENANTS, SQUARE FOOTAGE, HOURS OF OPERATION, AND REVENUE

Revenue Source	Square Footage	Typical Revenue	Hours of Operation (Spring 2022)	Notes (Estimated)
Subway	1,100	59,000	Monday - Thursday: 7:30 am - 7:00 pm Friday: 10:00 am - 2:00 pm Saturday: 10:00 am - 2:00 pm (tentative) Sunday: Closed (tentative)	Annual Commissions
Panda	595	61,000	Monday - Thursday: 9:30 am - 7:00 pm Friday: 10:00 am - 4:00 pm Saturday: 10:00 am - 2:00 pm (tentative) Sunday: Closed	Annual Commissions
Every Table	360	7,000	Monday - Thursday: 10:00 am - 7:00 pm Friday: 10:00 am - 6:00 pm Saturday: Closed Sunday: Closed	Annual Commissions
Green Olive	360	46,000	Monday - Thursday: 10:00 am - 7:00 pm Friday: 10:00 am - 4:00 pm Saturday: 10:00 am - 2:00 pm (tentative) Sunday: Closed	Annual Commissions
Total LSU SF	14,708		Monday - Thursday: 6:30 am - 9:30 pm Friday: 6:30 am - 7:00 pm Saturday: 7:30 am - 5:00 pm Sunday: Closed	
<b>Total Gross Sales</b>		\$ 173,000 (3-year average)		

## **Attachment J**

### **CSUDH Food Locations, Revenue, and Square Footage**



CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

## ATTACHMENT J

### CSUDH FOOD LOCATIONS, REVENUE, AND SQUARE FOOTAGE

Revenue Source	Square Footage	Typical Revenue (\$)	Hours of Operation (Spring 2022)	Notes
Grab N Go 1 Welch Hall	400	260,900	Monday - Friday: 7:00am - 5:00pm Saturday: Closed Sunday: Closed	Annual
Grab N Go 2 SBS	200	260,900	Monday - Thursday: 7:00am - 7:00pm Friday: 7:00am - 5:00pm Saturday: Closed Sunday: Closed	Annual C Stores 24% of retail sales
DH Sports LSU		442,562	Monday - Thursday: 11:00am - 8:00pm Friday: 11:00am - 5:00pm Saturday: Closed Sunday: Closed	Annual /21% of Retail Sales
Union Grind (LSU)		269,848	Monday - Friday: 7:30am - 6:00pm Saturday: 8:00am - 2:00pm Sunday: 8:00am - 2:00pm	Annual /13% of retail sales
Toro Fresh LSU		466,620	Monday - Friday: 7:30am - 4:00pm Saturday: Closed Sunday: Closed	Annual /22% of retail sales
Booked and Brewed		339,644	Monday - Thursday: 9:00am - 7:00pm Friday: Closed Saturday: Closed Sunday: Closed	Annual / 16% of retail sales
1910/Now Café Toro	14708 (LSU)	104,672	Monday - Friday: 8:00am - 4:00pm Saturday: 10:00am - 2:00pm Sunday: 10:00am - 2:00pm	Annual / 5% of retail Sales
I&I Café			TBD. Setting up Nestle coffee service. More information coming soon.	
<b>Total Gross Sales</b>		2,145,146		6 Months pre covid salesx2 =Annual proj sales

**Attachment K**

**Staff Hourly Rates/Roster**





**ATTACHMENT K**  
**STAFF HOURLY RATES/ROSTER**

Position Type	# of Positions/FT-PT	Position	Hourly/Annual Wage
Admin	1 Full-Time	Cash Operating Manager	\$ 54,080.00
Catering	3 Full-Time	CD Retail & Catering Supervisor	\$ 23.00
		Cashier Sup/Catering Coor	\$ 20.76
		CD Retail & Catering Supervisor	\$ 18.00
Supervisor	5 Full-Time	Sr Retail Operations Sup.	\$ 56,160.00
		PM Retail Operations Sup.	\$ 25.00
		Dining Services Supervisor	\$ 19.29
		Retail Operations Supervisor 2	\$ 19.10
		Coffee Shop Supervisor	\$ 19.00
Kitchen Staff	10 Full-Time	Chef Manager	\$ 66,414.40
		Kitchen Production Manager	\$ 23.86
		Chef Manager	\$ 23.86
		Cook Supervisor	\$ 18.50
		C-Store Supervisor	\$ 17.00
		Cook Supervisor	\$ 17.00
		Cook Supervisor	\$ 17.00
		Cook	\$ 16.00
		Dishwasher	\$ 15.00
		Prep Cook	\$ 15.00
Student	68 Part-Time	Barista	\$ 15.00
		Cashier	\$ 15.00
		Server	\$ 15.00
		Student Lead	\$ 16.00
<b>Total Workforce</b>	<b>87</b>		

## **Attachments L through R** ***(Linked Below and in RFP)***

Attachment L	<a href="#"><u>CSU's Safety and COVID-19 Protocols</u></a>
Attachment M	<a href="#"><u>Contractor Safety Plan</u></a>
Attachment N	<a href="#"><u>Vendor Data Record Form</u></a>
Attachment O	<a href="#"><u>Small Business Preference</u></a>
Attachment P	<a href="#"><u>Bidder Declaration</u></a>
Attachment Q	<a href="#"><u>Target Area Contract Preference Act (TACPA)</u></a>
Attachment R	<a href="#"><u>Campus Map</u></a>