



**REQUEST FOR PROPOSALS  
FOR  
FOOD AND BEVERAGE CONCESSION SERVICES  
AT THE  
OREGON STATE EXPO CENTER  
RFP# 19-01**

**Contact Person:**

Michael Paluszak, Director & CEO  
(971) 701-6563  
MPaluszak@OregonStateFair.org

This person is the only authorized person designated by  
The Oregon State Fair & Expo Center (OSFEC)  
to receive communication concerning this RFP.

Please do not attempt to contact any other person concerning this RFP.

Oral communication from OSFEC officers, council members, employees and contractors concerning this RFP shall not be binding on OSFEC, and shall in no way excuse the bidder of obligations as set forth in the RFP. Only questions concerning the technical requirements of the RFP will be answered.

## **PART I: DEFINITIONS**

1. "Agreement" shall refer to the contract executed between the Concessionaire and OSFEC in accordance with these specifications and the Concessionaire's proposal submitted and accepted by OSFEC, all of which will be incorporated into the Agreement.
2. "Alcoholic Beverages" shall refer to all alcoholic drinks, spirits, beers and wines, regardless of where they are provided, in what packaging or format, or to whom they are provided.
3. "Catering" means the activity of providing food and beverages, including alcoholic beverage during an invitation-only, semi-public or private event. Generally, participants pay a single fee for food and non-alcoholic beverages to the event promoter or producer, or food and beverages at the event are hosted. Alcoholic beverages can be provided by a hosted or non-hosted bar or beverage service. Events generally include business meetings, picnics, weddings, conferences, fund raisers, special meetings or social occasions. The food service can be by a plated table service or buffet. Catering services can be provided by the selected Contractor OR an off-site catering contractor.
4. "Concession" means the operation by Contractor of concession services and facilities within the Concession Area.
5. "Concessionaire" shall refer to that party or parties selected by OSFEC to provide the services set forth herein.
6. "Concession Area" means the areas and facilities within the boundaries of the OSFEC to be occupied, maintained or operated by the Contractor for the purpose of providing approved concession services under the Contract and more specifically described in Exhibit B (Commercial Kitchen Equipment) and Exhibit C (Concession Sites).
7. "Concession Fee" means the fees set forth in Part V.35. b (Page 17) that Contractor shall pay to OSFEC in exchange for the use of OSFEC property to provide concession services to the public under this Contract.
8. "Concession Sales" shall refer to all sales of food and beverages sold from permanent or portable concession stands or roving vendors to individual customers.
9. "Contractor" refers to that Bidder selected by OSFEC to provide the services set forth in this RFP. Term can be used synonymously with "Concessionaire."
10. "Concession Stand" is a permanent or semi-permanent structure from which food or beverage items are sold during an event. Stands would be located within the Oregon State Fair and Exposition Center grounds.
11. "Event Promoter" means a client of OSFEC who produces events.
12. "Expo Season" means the period beginning one week after the Oregon State Fair and ending two weeks prior to the next Oregon State Fair.
13. "Expo Event" means a show, meeting or activity that is held at OSFEC during the Expo Season and that is produced by an Event Promoter who rents facilities at OSFEC for such purposes. Expo Events include, but are not limited to: dances, auctions, gun shows, farm shows, wine & food shows, recreational vehicle and car rallies, indoor and outdoor concerts, fund-raising events, recreational vehicle shows, home remodeling shows, cultural events, private social events and livestock and animal shows.
14. "Goods" means food and beverages (including alcoholic beverages), equipment, materials, and supplies that are used in the day to day operations of the concessions that are described in this RFP and which need to be replenished or replaced

on a regular basis to continue the operations. Goods include those items that may be offered for sale to visitors of the Concessions.

15. "Gross Revenue" means the gross income received by the Contractor from all sources as a result of the Work required or permitted, before deducting Contractor's operating expenses.
16. "Oregon State Fair" or "Fair" means the annual event held each year at OSFEC in Salem, Oregon. The Fair is traditionally scheduled for 11 days ending on Labor Day.
17. "Revenue Year" means calendar year.
18. "Portable Concession Stand" means a temporary or mobile structure consisting of either a canopy, a trailer, pod, cart or food truck from which food or beverage items are sold during an event.
19. "OSFEC" or "The Oregon State Fair and Exposition Center" means the property and facilities located at 2330 17<sup>th</sup> Street NE, Salem, OR 97301 and operated by the Oregon State Fair Council in accordance with ORS 565.456. In this RFP "OSFEC" means the Oregon State Fair and Exposition Center as an entity as well as an event venue.
20. "RFP" refers to the Request for Proposals.
21. "Renter" shall refer to any person or entity that enters into any agreement for the use of OSFEC facilities for a particular event or purpose.
22. "Responsive" shall refer to proposals that are timely, meet the proper format required for submittal of the proposals, and provide the required information pursuant to the criteria outlined in the RFP.
23. "Services" means the operation and supervision of the concessions that are described in this RFP, including those services more specifically described in Part V. (Page 7).
24. "Term" refers to the period of time beginning on the Contract Commencement Date and ending on the date provided for in the Agreement or as terminated pursuant to the terms and conditions set forth in the Agreement.
25. "Work" means the Goods and Services.

## **PART II: GENERAL INFORMATION**

1. Request for Proposals (RFP)
  - a. The Oregon State Fair & Expo Center (OSFEC) in releasing this RFP intends to award a contract for a period of one (1) year, with two (2) additional one (1) year options\* for the purpose of providing food and beverage concessions services during Non-Fair Expo Center Events.  
  
\* Option years shall be considered at the sole discretion of OSFEC, based on satisfactory performance during the preceding one (1) year contract term.
  - b. OSFEC is exempt from State of Oregon bidding requirements.
2. Bidder Responsibility
  - a. Read the documents very carefully, as OSFEC shall not be responsible for errors and omissions on the part of the bidder. Carefully review final submittal as reviewers will not make interpretations or correct detected errors in calculations.

### 3. Delivery of Proposals

- a. Proposals must be physically received prior to the closing time and at the place stated below, in the format specified below and as more particularly described in Part VI. (Page 20). Failure to submit your proposal in a timely manner may result in an automatic rejection. Failure to meet any of the below requirements or any of those identified in Part VI (Page 21) may result in a rejection, or a reduction in points during the scoring process. See Part IV.1.d. (Page 6) for more detail regarding automatic and discretionary rejections. Proposals submitted by fax or e-mail are unacceptable.
- b. Proposals must meet the following format requirements to be deemed responsive for OSFEC consideration:
  - i. One sealed package containing four (4) copies of the technical proposal and labeled with the bidder's name, the RFP number, and "Technical Proposal." For additional details, see Part VIII.3. (Page 25).
  - ii. One sealed package containing one (1) copy of the financial proposal bid form and labeled with bidder's name, the RFP number, and "Financial Proposal Bid Form." For additional details, see Part VIII.4. (Page 26).
  - iii. Both sealed packages must be placed in a third package and labeled with the bidder's name, the RFP number, and addressed as follows:

Oregon State Fair & Exposition Center  
Attn: Michael Paluszak – Confidential  
2330 17<sup>th</sup> St. NE  
Salem, OR 97301

### 4. Contract Award

- a. If a contract is awarded, it shall be granted to the responsible bidder who submits the proposal that receives the highest score. The decision of the Scoring Panel is final. OSFEC is exempt to State of Oregon bidding requirements.

### 5. Key Dates

RFP Released	6/17/19
<b><u>Proposals due no later than 2:00 p.m.</u></b>	<b><u>7/22/19</u></b>
Presentations / Interviews (if necessary)	7/29-30, 2019
Notice of contract award to bidders	8/5/19
Non-Expo Season (2 weeks prior and 1 week after State Fair)	Friday, August 9 - September 9, 2019
Proposed contract commences	Tuesday, September 10, 2019

### 6. Bidder/Contractor Status Form

- a. All bidders must complete, sign and submit the form in response to the RFP. Failure to comply will deem the bidder non-responsive. OSFEC reserves the right to verify the information on the "Bidder/Contractor Status"

form at the time of the bid. If the bidder is a corporation, the form must include the title of the person signing (i.e., corporate officer status), and a copy of the corporate resolution authorizing the signing of the form must be attached. If a partnership, the signing partner must indicate whether the partnership is limited or general. Regardless of tax status (Corporation, LLC or Partnership) bidder must only be one entity and if a new entity formed for the RFP please note this on the Bidder/Contractor Status Form.

### **PART III: HISTORY AND GENERAL BACKGROUND INFORMATION**

1. The Oregon State Fair and Exposition Center is located on 185 acres in the City of Salem in Marion County. OSFEC has been in existence at this location since 1862.
  - a. Annually, 250,000 – 350,000 people attend or participate in 170+ non-fair events at OSFEC including consumer shows, concerts, car shows, horse shows and other competitive events, meetings, seminars, trade shows, weddings, quinceañeras, dances, graduations, and other events. Most events, but not all, require some form of food and beverage service. This RFP is only for year-round Concession services during events at OSFEC. Certain events are excluded. See Part V.2.c. (Page 7)
  - b. Gross Concession sales for the twelve months from April 2018 - March 2019 were:

Food and Non-Alcoholic Beverages:	\$242,115.00
Alcoholic Beverages:	\$427,791.00

### **PART IV: RULES GOVERNING COMPETITION & TECHNICAL EVALUATION**

1. RFP Requirements and Conditions
  - a. Errors
    - i. If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, OSFEC shall be immediately notified of such error in writing addressed to the contact person listed on the cover page of this RFP and request modification or clarification of this document.
    - ii. Modifications by OSFEC, if any, will be made in writing by way of an addendum issued pursuant to paragraph b. below.
    - iii. Clarifications by OSFEC, if issued, will be given by written notice to all parties to whom OSFEC had sent notice of the RFP and to persons or entities who have requested to be given notice of any modification or notices.
  - b. Addenda
    - i. If necessary, OSFEC will modify the RFP prior to the date set for submission of final proposals, by issuance of an addendum to where advertised and to all parties who have been furnished notice of the RFP for bidding purposes.
    - ii. All bidders should inquire from the contact person listed on the cover sheet whether any addenda have been issued prior to submitting a proposal in response to the RFP.
  - c. Definitions
    - i. The use of "shall", "must" or "will" indicates a mandatory requirement or condition in this RFP. Failure to include such mandatory requirements or conditions will result in the disqualification of a proposal.

- ii. The words "should" or "may" indicate a desirable attribute or condition, but are permissive in nature and may affect the score the proposal receives.
- d. Grounds for Rejection of the Proposal
- i. A proposal shall be rejected if:
    - It is received at any time after the exact time and date set for receipt of bids as stated in Part II. 5. (Page 4)
    - The firm has submitted multiple bids in response to this RFP without formally withdrawing other bids.
    - It is submitted by more than a single entity.
  - ii. A proposal may be rejected if:
    - It is not prepared in accordance with the required format or information is not submitted in the format required by this RFP.
    - It contains false or misleading statements or references that do not support attributes or conditions contended by the bidder (the proposal shall be rejected if, in the sole opinion of OSFEC, such information was intended to mislead OSFEC in its evaluation of the proposal and the attribute, condition or capability of requirement of this RFP).
    - It is unsigned.
- e. Right to Reject Any or All Proposals
- i. It is the policy of OSFEC not to solicit proposals unless there is a bona fide intention to award a contract. However, OSFEC reserves the right to reject any or all proposals or to cancel the RFP at any time during the process.
- f. **Other Information**
- i. Disposition of Proposals
    - All materials submitted in response to this RFP become the property of OSFEC.
  - ii. Confidentiality of Proposals
    - OSFEC will hold the contents of all proposals in confidence until announcement of the contract award. Once the announcement is made, no proposal will be treated as confidential.
  - iii. Modification or Withdrawal of Proposals
    - Any proposal, which is received by OSFEC before the time and date set for receipt of proposals may be withdrawn or modified by written request of the bidder. However, in order to be considered, the modified proposals must be received by the time and date set for receipt of proposals in Part II. 5. (Page 4)

- A bidder cannot withdraw or modify a proposal after the due date and time for receipt of proposals and, further, a bid cannot be "timed" to expire on a specific date. For example, a statement similar to "This proposal and the cost estimate are valid for 60 days" is non-responsive to the RFP, and shall on that basis be rejected.

## **PART V: STATEMENT OF WORK TO BE PERFORMED AND CONTRACT TERMS AND CONDITIONS**

**Quality of food and beverage items sold, quality of client and customer service, and quality of food and beverage presentation at OSFEC events are matters of highest priority to OSFEC, and are the essence of the Agreement.**

1. Contractor shall provide food and beverages, including beer, wine and distilled spirits, for sale to the public at OSFEC at events held during the Expo Season. All concession services shall be performed in the highest professional manner, and in accordance with the current industry standards. Unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry.
2. Operation of Concessions During Expo Events
  - a. Event Promoters have the option of utilizing their own concessionaires and caterers for private Expo Events.
  - b. Contractor shall provide food and beverage concession services as described in this RFP at Expo Events where the general public is invited or admitted to the event.
  - c. Examples of Expo Events where the Contractor will not be the primary provider of Goods or Services are as follows:
    - i. Certain public Expo Events where food or beverages are an integral part of the event, AND the title name of the event contains wording that refers to food, the consumption of food and beverage. Examples: Wine and Food Festival; The Bite; and Crab & Blues Festival.
    - ii. Certain public Expo Events where food and beverages or samples thereof are given away by vendors, to the show attendees at no cost for the purpose of self-promotion, sponsorships or product marketing. Examples: Chamber of Commerce Showbiz, Wedding and Bridal Shows, and Food Service company trade shows.
    - iii. Certain public Expo Events where it is determined at the sole discretion of the OSFEC that insufficient revenue is expected to be generated. A minimum sales threshold to be pre-determined by OSFEC and contractor in such cases as stated in Part VI.15. (page 22), OSFEC may allow the Event Promoter to use alternate concession services.
    - iv. Certain public Expo Events operated by a non-profit organization where food is served by a non-profit organization(s), and approved as such at the sole discretion of OSFEC.
    - v. The annual Marion County Fair.
    - vi. The annual Oregon State Fair, including "Pairings! A Celebration of Oregon."

### 3. Customer Service and Training

- a. Contractor must have established operational procedures and on-going training in providing efficient and effective service to customers. Training must include training in food service and safe food-handling for employees. Contractor shall maintain a current employee manual that addresses all customer service and food handling training programs. Copies shall be on file with OSFEC and are made part of the contract by reference.

### 4. Food and Beverage Service Standards

- a. Contractor shall have food and beverage preparation and service standards in effect that meet or exceed the following minimum standards:
  - i. Food preparation and serving safety shall use industry's best practices and follow all federal, state and county regulatory guidelines for food preparation and serving.
  - ii. Food presentation and appearance shall be appealing to customers.
  - iii. Food servers shall maintain a professional appearance at all times. Contractor shall provide uniforms and visible identification for its employees while working at the Oregon State Fair and Exposition Center. OSFEC reserves the right to require the use of OSFEC uniforms which will be provided to Contractor at cost.
  - iv. All serving and condiment stands shall be kept clean and immaculate at all times. This includes before, during and after events.
  - v. Contractor shall provide on-site management during all events where Work is to be provided.
  - vi. Contractor shall provide ongoing training in food service and safe food-handling to its employees on a regular basis and shall provide OSFEC documentation immediately upon request.
  - vii. Contractor must accept both cash and credit cards as payment methods.

### 5. Meeting with Principals

- a. Contractor's owner, CEO, managing partners or principal stockholder shall visit the Oregon State Fair and Exposition Center no less than once per month, and at other times as requested by OSFEC Management. While on site, said person shall make personal contact with OSFEC's Director/CEO or their designee for the purpose of discussing monthly sales, reviewing past events, and previewing upcoming events. A designated concessions manager will be present at weekly Expo team meetings to discuss and coordinate upcoming events and opportunities.

### 6. Sponsorships

- a. Contractor recognizes OSFEC's right to establish exclusive sponsorship relationships with product and service providers. The number of sponsorships varies on a yearly basis. Contractor shall not engage in any sponsorship relationships at OSFEC without prior written approval from OSFEC management staff.
- b. Contractor's obligation to sell food and beverages established by OSFEC's exclusive sponsorships shall be contingent on OSFEC obtaining pricing for sponsorship products that is consistent with or less than Contractor's existing costs for the same or similar products. Contractor's sale of sponsorship products, as may



be required by OSFEC, must not incur costs to Contractor not anticipated in Contractor's proposal.

- c. OSFEC will notify Contractor, on June 1 of each year for the term of the Contract, of any exclusive sponsorships for which Contractor will be required to sell sponsors' products. Parties may negotiate additional use of sponsorship products on a case-by-case basis.

#### 7. Cultural Diversity and Special Events

- a. Contractor shall prepare foods and beverages reflecting the cultural diversity of the customer to the greatest extent possible.

#### 8. Use and Promotion of Oregon-based Food and Beverage Products

- a. Contractor shall use its best efforts to utilize Oregon-based food and beverage products wherever feasible and whenever requested by promoters or the OSFEC.

#### 9. Concession Stand Operations Plan

- a. Contractor shall maintain an operations plan that clearly outlines methods that best describe menu diversity, pricing and aesthetics of concessions stands for use at OSFEC.

#### 10. Licensing by Oregon Liquor Control Commission and Alcohol Beverage Operations Plan

- a. Contractor shall register with the Oregon Secretary of State and submit an application to the Oregon Liquor Control Commission to begin the licensing approval process and meet other requirements posed by the OLCC.
- b. Contractor shall obtain a license from the Oregon Liquor Control Commission (OLCC) for a "Full On-Premises Liquor License with pre-approved Caterers Endorsement" for the Pavilion only, and shall maintain the license for the term of the Contract. The purpose of the license is to permit Contractor to operate at any location during the Expo Events as permitted by OSFEC. Contractor shall provide a copy of the license and other documentation acceptable to OSFEC, to confirm on-going status of license for the term of this Contract.
- c. Contractor shall develop an OLCC approved Plan to Manage and Compliance Plan.
- d. It is Contractor's responsibility to maintain compliance with all OLCC rules and regulations.
- e. OSFEC will provide Contractor with documentation required by OLCC to show legal access to OSFEC facilities, where alcohol will be sold to the general public, which must be included with Contractor's license application.
- f. In the event Contractor does not receive the OLCC-approved license within 90 days of the date of award, OSFEC may, at its sole discretion, terminate the contract with the Contractor.
- g. Contractor shall prepare and maintain an "Alcohol Beverage Operations Plan" that includes operational methods that address the extra challenges that alcohol service brings for the Oregon State Expo Center Events. Copies shall be on file with the OSFEC.

#### 11. Professional Conduct

- a. Contractor shall conduct its business in a competent, highly professional manner and in accordance with all laws (for example: ordinances, OSFEC rules and regulations, Fire Marshal regulations, Oregon Liquor Control Commission (OLCC) and Marion County Health regulations) and the highest industry standards. Unless the

means or methods of performing a task are specified elsewhere, Contractor shall employ methods that are generally accepted and used in the industry. Contractor shall pay all regulatory license fees that are required for operation of any Concession.

## 12. Access for Inspections.

- a. Contractor shall allow OSFEC and other regulatory agencies and their authorized representatives to access the Concession Area for purposes of inspection, construction, maintenance, repair, protection, or any other necessary activities related to the Concession anytime whether or not the Concession is open to the public.

## 13. Cash Registers/Point of Sale Systems

For all Expo Events, Contractor must use the cloud-based Point of Sale (POS) system provided by OSFEC. OSFEC will provide a pre-determined number of POS terminals to include, monitor with credit card swiper, cash drawer and receipt printer as well as monthly subscription to the cloud-based reporting systems. Contractor will set up, maintain and use the system appropriately for all Expo events to include the acceptance of credit cards. Contractor will coordinate the system with their own banking requirements for credit cards. All reporting will be available to contractor and OSFEC management via cloud-based software.

If POS terminal needs exceed equipment owned by OSFEC, OSFEC management will determine the appropriate direction of providing cash registers and or more POS terminals.

## 14. Expenses

- a. Contractor shall bear, at its own expense, all costs of performing the Work, including but not limited to labor, fees, licenses, insurance, taxes and all consumables.

## 15. Contractor's Menus and Pricing.

- a. Contractor may only sell Goods approved by OSFEC in accordance with this section and Part VI.14. (Page 22)
- b. As part of the Contractor's proposal, Contractor shall submit proposed menu items for concession service including items, portion sizes, and proposed prices for 2019-20. See Part VI.14. (Page 22) Menus shall include concession style food and beverage items including alcoholic beverages, and proposed catering menus.
- c. On September 10 of each year thereafter, unless otherwise directed by OSFEC in writing, the Contractor will submit proposed menu, portions and pricing of Goods to be offered for sale by the Contractor in the coming contract year, if any.
- d. OSFEC will review and approve Contractor's menu of Goods to be offered for sale and a schedule of Contractor's prices and fees, in accordance with this Section. OSFEC will consult with Contractor to determine appropriate products and to establish competitive pricing for all Goods to be provided at the Concession. OSFEC will work with the Contractor to resolve any pricing issues. If they are unable to resolve the matter, OSFEC's Director/CEO will set the scheduled prices of Goods in dispute.
- e. Products, service and prices charged by the Concessionaire shall be comparable and competitive to prices of concessions at other fairgrounds and event facilities in the Willamette Valley. Pricing must be competitive with similar facilities in the region, but must also meet OSFEC's goal to provide value priced, high-quality products, service and presentation.
- f. Special Pricing and Promotions: OSFEC may implement special promotions that could affect the Contractor's menu pricing. OSFEC will make every effort to solicit input from Contractor before implementing such

promotions; however OSFEC reserves the right to make the final determination as to special pricing or promotions, and Contractor shall be required to participate in any such promotions.

- g. Prior to September 10<sup>th</sup> of each contract year OSFEC will meet with the Concessionaire to review products and prices. The Concessionaire shall submit a detailed written price schedule for all products proposed for sale showing portion size and proposed price of each product, which shall be subject to approval by OSFEC.

#### 16. Storage of Goods.

- a. Any storage of equipment or materials on-site will be at Contractor's risk.

#### 17. Periods of Operation for Expo Events.

- a. Concessions must be open for business during all Expo Events as requested by OSFEC or an Event Promoter during Expo Season.
- b. Dates, hours of operation, and locations requiring Work shall be provided to Contractor by OSFEC in advance on an event-by-event basis, as mutually agreed.

#### 18. Delivery Vehicles for Expo Events.

- a. For Expo Events, Contractor shall use its best efforts to deliver Goods prior to each Expo Event as scheduled. Should the need arise for deliveries during the Expo Event; such deliveries will be made as to not impair the operation of the Expo Event.

#### 19. Concession Manager

- a. All Concession activities shall be operated under the supervision of the Concession Manager. He/She shall be expected to be well qualified with prior and similar experience of at least three (3) years at a management level. Management of OSFEC reserves the right to approve the selection of the Concession Manager, including interviewing, prior to a commitment to employ. If the Concession Manager or the alternate is unsatisfactory to OSFEC management, the Concessionaire shall, within ten (10) days present additional candidate(s) for consideration. It is of the utmost importance that changes in management be at an absolute minimum.
- b. The Concession Manager shall train and closely supervise all concession employees so that they are aware of and habitually practice the high standards of cleanliness, courtesy and service required.
- c. It is the position of OSFEC that the Concession Manager must set the standards for performance by example. Therefore, he/she shall meet, at a minimum, the performance standards for Concession employees, except the requirement for a uniform.

#### 20. Contractor and Contractor's Employees.

- a. Contractor shall be responsible to supply, schedule, and supervise its employees. Contractor's employees shall be well-trained and experienced in providing the Work. Contractor shall ensure staffing levels sufficient to meet customer needs at all times the Concession is open to the public.
- b. Contractor shall ensure that contractor and its employees behave in a professional, courteous manner to all customers, vendors, and OSFEC staff. At the request of OSFEC, Contractor shall immediately remove any employee exhibiting unprofessional manners, which includes, but is not limited to, the use of profanity, inappropriate clothing, and combative or aggressive behavior.

- c. Contractor shall ensure its employees are at all times well-groomed with clothing in neat and clean condition. Clothing must be free of any form of advertising except that of the Concession or OSFEC. All employees shall wear name tags in a location on the uniform where the first name is visible to customers. OSFEC may require Contractor to wear OSFEC uniforms, which shall be provided to Contractor at Contractor's expense at OSFEC's actual cost.
- d. Contractor shall keep accurate records (including the names and contact information) of all of its employees that are working at any Concession. Contractor shall immediately provide the records to OSFEC or other state or local agencies upon request.
- e. Criminal History. Contractor hereby represents and warrants that Contractor has performed criminal history checks on its employees to determine hiring eligibility based on the following OSFEC criminal history clearance criteria:
  - i. No convicted sex offenses;
  - ii. No convicted person-to-person crimes; and
  - iii. No convicted felony thefts.
- f. Removal of Contractor Personnel.
  - i. In the event that Contractor's employee(s) is found by OSFEC to be jeopardizing safety or security, or to be violating any provision of the Contract, OSFEC may require Contractor to remove such employee(s) from providing Work under the Contract. Contractor shall promptly remove any such employee and promptly provide a replacement when requested by OSFEC management.
- g. The only Concessionaire employees admitted to events without charge are those actually working an event. At no time will the Concession Manager permit free entrance of anyone who is not a working employee.
- h. As referenced in Exhibit D. (OSFEC Contractor Code of Business Ethics and Conduct), Drinking alcoholic beverages and/or the use of controlled substances on the job will not be tolerated. Infractions will bring immediate dismissal and removal from OSFEC.
- i. Smoking by Contractor and /or Contractor's Employee is only permitted in designated areas that must be out of public view and in compliance with Oregon State Law.

## 21. Janitorial and Trash Disposal.

- a. Contractor shall be solely responsible for janitorial maintenance and trash removal from preparation areas of Contractor's primary use and within the boundaries of Concession Areas. Trash placed in pre-designated areas by Contractor's customers will be removed by OSFEC.
- b. Contractor shall participate in recycling or composting programs provided by OSFEC. Failure by Contractor to cooperate with recycling efforts may result in a Notice of Default.
- c. For Expo Events, Contractor shall be solely responsible for removal and disposal of grease and oil, and any costs incurred.

## 22. Routine Maintenance of Concession Area

- a. Contractor shall perform those activities necessary to maintain all Concession Stands in working condition and

appearance that is acceptable to OSFEC, including but not limited to the following:

- i. Contractor shall maintain the Concession Stands in a clean and organized condition, free of debris, paper, and garbage.
- ii. Public serving areas, including but not limited to counters, display cabinets, and portable condiment stations, will be modern, in good repair, and aesthetically pleasing.
- iii. Contractor shall dispose of gray water only in appropriate sanitary drains. In the event Contractor improperly disposes of gray water, Contractor shall pay 100% of the cost of removing the gray water and repairing any damage resulting from Contractor's improper disposal. Improper disposal of gray water will constitute a material breach of the Contract and may result in a Notice of Default.
- iv. OSFEC shall engage and supervise exterminators at OSFEC expense to assist contractor in managing vermin and pests in concession areas as is necessary. Contractor is ultimately responsible for controlling vermin and pests in concession area by keeping area clean, organized and securing all access points.
- v. OSFEC shall determine acceptable performance levels relative to set-up, maintenance and sanitary conditions. OSFEC reserves the right to inspect Concessionaire's operation at any time and to stipulate additional measures as deemed necessary.

#### 23. Equipment and Facilities.

- a. Parties will review the OSFEC Equipment List (Exhibit B) for the purposes of establishing the operational condition of the equipment, identifying any equipment that is outdated or otherwise unsuitable for Contractor's purposes, and identifying any equipment that may be removed or placed in storage by OSFEC. OSFEC and Contractor will update the OSFEC Equipment List no later than September 10<sup>th</sup> of each year for the term of the Contract.
- b. Contractor shall provide to OSFEC a "Contractor's Equipment List," intended for use in the Concession, identifying all of Contractor's equipment, which must be tagged or otherwise clearly marked by Contractor within 30 days of the execution of this Contract and any extension thereof. Contractor shall provide the initial list to OSFEC within 30 days of delivering any equipment to OSFEC. Contractor shall update the list within 30 days of delivering or removing any equipment to or from the Oregon State Fair and Exposition Center. In addition, Contractor will update the Contractor's Equipment List no later than September 10<sup>th</sup> of each year for the term of the Contract.
- c. Parties will inspect the OSFEC facilities intended for Contractor's use for the purposes of documenting the condition of the facilities, repairs to be completed by either party, and minor improvements to be completed by Contractor. OSFEC will provide copies of the results of the inspection to Contractor. The Parties will negotiate a timeline for completion of repairs and minor improvements.
- d. Parties will identify and document those facilities and all equipment for which Contractor has care, custody, and control.

#### 24. Repairs

- a. **Damage Caused by Contractor.** Contractor is responsible for 100% of the cost to repair any damage to OSFEC-owned or Contractor-owned equipment and facilities that results from the negligent or intentional actions of Contractor.

- b. Ordinary Repairs and Periodic or Scheduled Maintenance. Contractor is responsible for 100% of the cost of ordinary repairs and periodic or scheduled maintenance of OSFEC-owned or Contractor-owned equipment and Concession Areas. This includes, but is not limited to repairs to floors, walls, ceilings, plumbing, electrical, exhaust systems, range hoods and other parts of the Concession Area facilities and systems that become damaged or worn as a result of Contractor's authorized activities under this Contract.
- c. Appropriate Documentation. Contractor shall keep records documenting all repairs, service and maintenance, including associated costs. Contractor shall submit repair records to OSFEC immediately upon OSFEC's request.
- d. Notification of Required Replacement. Contractor shall notify OSFEC regarding OSFEC-owned equipment that is unable to be repaired and to request replacement.

## 25. Alcoholic Beverages

- a. The Concessionaire must, at its sole expense, secure and comply with all requirements for licensure by the Oregon Liquor Control Commission (OLCC), and exercise prudent, reasonable and experienced judgment in the serving of alcoholic beverages. The ultimate responsibility for serving alcoholic beverages rests with the Concessionaire.
- b. No alcoholic beverages other than beer and wine may be sold at food service areas. Hard liquor must be sold from a separate beverage service area, unless approved by OLCC.
- c. OSFEC shall have the sole right to determine at which events alcoholic beverages will be sold and the locations of the sales areas. All sponsorships related to alcohol must have the approval of OSFEC.
- d. The Concessionaire will discontinue all alcoholic beverage sales if so directed by OSFEC management or law enforcement.
- e. If at any time during the Agreement the Concessionaire is not permitted to sell alcoholic beverages due to a lack of license, because its employees or agents had not exercised normal and reasonable precautionary measures to safeguard the privileges of the license, it will be considered a significant material breach of contract. Additionally, the Concessionaire shall pay OSFEC an amount equal to the most recent like-event where alcoholic beverages were sold, calculated on a per cap basis.
- f. In the event of a termination of the Agreement, either through completion of the term thereof or through termination for cause, the Concessionaire shall surrender upon demand any liquor license in effect for alcoholic beverage sales at OSFEC and transfer any such licenses to the succeeding Concessionaire, if allowed by law.

## 26. Emergency Procedures; Reporting.

- a. For Expo Events, Contractor shall immediately contact OSFEC Director of Expo Events, or their designee, and emergency services, if appropriate, to report any incidents or situations that jeopardize public health or safety.
- b. Contractor shall contact OSFEC's Director of Expo Events or their designee as soon as practical to report any incidents or situations that result in damage to State property, damage to any personal property, or injury.

## 27. Restricted Activities.

- a. Contractor shall not engage in any of the activities set forth below without OSFEC's prior written approval:

- i. Construction of any structure or modifications to, alterations to, improvements to, or relocation of any existing structures in the Concession Area. Any approved construction or improvement will become the property of OSFEC upon Contract termination unless otherwise approved by OSFEC.
- ii. Display of signs, advertising materials, notices, billboards, or other similar objects, outside of the Concession without prior written authorization by OSFEC. Contractor is not permitted to advertise or issue discount coupons on food or beverages for sale at the Oregon State Fair and Oregon Exposition Center without the express written permission of OSFEC.
- iii. Hand written or handmade signage is prohibited.
- iv. Advertisements on cups, t-shirts, caps, aprons, hats, table cards, menu boards, or other similar objects must promote only Contractor's food or beverages or OSFEC.
- v. Use of hazardous materials: Contractor must notify OSFEC in writing prior to using products containing hazardous chemicals to which OSFEC employees or any other person may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules Chapter 437. Upon OSFEC's request, Contractor must immediately provide Material Safety Data Sheets for such products.
- vi. Use of kitchen facilities are exclusive to Expo operations only and any use for events or operations off OSFEC campus and or sublease of the any kitchens or equipment must be preapproved in advance by OSFEC management.

28. Food Quality.

**Quality of food and beverage items sold, quality of client and customer service, and quality of food and beverage presentation at OSFEC events are matters of highest priority to OSFEC, and are the essence of the Agreement.**

- a. The following items offered for sale, or used in items offered for sale must meet the standards stated here. Deviations from these standards require prior written approval from OSFEC.
  - i. Meat and Meat Products: Contractor must use USDA-approved meat and meat products from a licensed supplier who complies with all laws pertaining to food processing and labeling. Contractor must handle and cook meat and meat products according with the guidelines and at the appropriate temperatures determined by the Food and Drug Administration/ Hazard Analysis Critical Control Points policies for food safety standards for each type of meat and meat product.
  - ii. Dairy Products: Only 100% real dairy products may be used. Dairy product substitutes such as imitation cheese for pizza may not be used. Sauces for nachos and other products must be made of real dairy products.
  - iii. Soft Drinks: Size, Price and Quality: For fountain soft drinks, ice must be available and must be limited to 1/2 cup or less. At least two of the following three sizes must be offered - 20 ounce, 24 ounce or 32 ounce. Twelve or 16 ounce cups may be used only as part of a "Value Meal." Fountain drink prices are regulated by OSFEC and will be specified on the approved menu of Contractor. Post or pre-mix fountain drinks must be regulated to soft drink vendor's specifications.
  - iv. Styrofoam, Straws and Lids: The use of Styrofoam products to serve food is prohibited in all circumstances.

recyclable drinking cups, straws and food containers are preferred for recycling and sustainability purposes.

- v. Drinking Water: If water is available at the site, Contractor must make water available at no cost to patrons. Delivery of free water shall be in a cup no smaller than 3 ounces. Addition of ice to free water is not a requirement.

b. Food Preparation, Serving, and Hygiene:

- i. All food concessionaires operating at the Oregon State Fair and Exposition Center must comply at all times with the Marion County rules and regulations for temporary restaurants. Marion County will inspect concession sites and expect them to comply with county rules as well as the rules of the Oregon Health Authority, which can be found in "Temporary Restaurant Operation Guide" available at:

<https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/FOODSAFETY/Documents/tempguide.pdf>

At least one person on duty per concession site must have a valid Marion County Food Handler Card or ServSafe Certification.

- 29. Contractor shall not remove any OSFEC property, including storage containers, portable concession stands, pods, equipment, materials, or supplies from the Concession Area without prior written authorization by OSFEC. Removal of OSFEC property by Contractor will be material breach of Contract.

30. Moving and Relocation of Concession Stands

- a. Expo Season. Contractor shall request in writing, 10 days prior to each Expo Event, for the term of the Contract, movement or relocation of concession stands, storage units, or other fixtures to be completed by OSFEC at Contractor's expense. Any movement or relocation of concession stands, storage units or other fixtures in support of Expo Events must be approved by OSFEC.
- b. In the event Contractor receives notice of an Expo Event less than 10 days prior to the Event, OSFEC will take immediate action to review Contractor's request to move or relocate concession stands, storage units, or other fixtures. Any movement or relocation of concession stands, storage units or other fixtures must be approved by OSFEC and will be completed at Contractor's expense.

31. Contractor Access to the Oregon State Fair and Exposition Center.

- a. Contractor hereby represents and warrants that Contractor and Contractor's employees will access OSFEC for the sole purpose of providing Work ordered under the terms of this Contract. Contractor and Contractor's employees will not attempt to gain access to OSFEC for the purpose of attending events without purchasing admission tickets.

32. OSFEC's Obligations

- a. Concession Area, Facilities, and Equipment for Oregon State Fair. Contractor shall have first right of refusal to use concession areas, pods and equipment owned by OSFEC during the non-Expo Season including the Oregon State Fair. If Contractor elects not to use any or all concession areas, pods and equipment owned by OSFEC, they may be made available by OSFEC to other concessionaires and/or caterers during non-Expo season. Use of any such concession areas, facilities and equipment shall be operated under a separate Oregon State Fair Concession Agreement and in conformance with the Oregon State Fair Concession Terms and Conditions. Under this provision, if Contractor elects to use the main kitchen located in the Jackman Long Building, it is understood that such use is on a non-exclusive basis, and the kitchen must be shared with other



caterers and/or concessionaires as requested by OSFEC.

- b. Concession Area, Facilities, and Equipment for Expo Events. OSFEC will provide the areas and facilities for permanent or portable Concession Stands and kitchen and preparation areas described in Exhibit B (Commercial Kitchen Equipment) and Exhibit C (Concession Sites) for Contractor's use when providing Work for Expo Events.
- c. Utilities.
  - i. OSFEC will provide, at no cost to Contractor, electricity, water, and natural gas, as needed in the Concession Area to operate the Concession. Utilities will be available to Contractor at all times the Concession is open to the public for Expo Events. Utilities do not include propane tanks, CO<sub>2</sub> tanks, or any refills.
  - ii. OSFEC's licensed electrician and plumber will provide all connections, including labor, supplies, and materials, at Contractor's expense. Services provided by the OSFEC electrician and plumber must be approved by OSFEC and scheduled at least 5 working days in advance.
- d. Storage.
  - i. OSFEC will provide storage of Contractor's supplies and materials, including but not limited to food stuffs, ice, and cups, on the map of stands in the area labeled "main kitchen", outlined in Exhibit C (Concession Sites). Contractor is solely responsible for the security of its equipment, materials, supplies and all consumables.
  - ii. For the term of the Contract, Contractor shall have sole use of an on-site storage area with a locked area for all alcoholic beverages.

### 33. Warranties

- a. Contractor hereby represents and warrants that:
  - i. Contractor and its employees shall perform all Work in a professional manner and in accordance with the highest industry standards and any applicable Oregon law and rules pertaining to the Work.
  - ii. Contractor has available to it sufficient supplies, materials, consumables, and personnel to perform the Work ordered during the term of the Contract.
- b. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

### 34. Alternate Sources

- a. OSFEC may obtain the specified Work from a source(s) other than the Contractor under the following circumstances: Work donated, for example as part of a sponsorship agreement; and Work purchased from an alternate source to meet an immediate need because Contractor is unable to provide the required Work ordered by OSFEC in the quantities and within the timeframe requested.

### 35. Compensation

- a. Compensation to the Contractor

- i. Contractor may retain as compensation for the Work, all Gross Revenue less Concession Fee received by Contractor during each month a Concession is open and operated by Contractor.
- b. Concession Fee
  - i. Contractor shall pay OSFEC a Concession Fee equal to the amount indicated on the successful bidder's Financial Proposal Form (minimum 22%) of gross sales of all food and beverage, excluding alcohol beverages that Contractor sells at OSFEC. In the event this contract is extended pursuant to Part II.1.a. (Page 3), the parties will renegotiate the concession fee.
  - ii. Contractor shall pay OSFEC a Concession Fee in the amount indicated on the successful bidder's Financial Proposal Form (minimum 38%) of gross sales of all alcohol beverages that Contractor sells at OSFEC. In the event this contract is extended pursuant to Part II.1.a. (Page 3), the parties will renegotiate the concession fee. Alcohol beverages (bottled, canned, or draft) include:
    - Beer,
    - Wine,
    - Malt beverages,
    - Distilled spirits, and
    - Cider.
  - iii. Contractor shall pay OSFEC a Catering Fee in the amount indicated on the successful bidder's Financial Proposal Form (minimum 5%) of gross sales of all catered food and beverage, including alcoholic beverages that Contractor sells at OSFEC. Gratuities and/or service charges shall be excluded from gross receipts to the extent paid out to the Concessionaire's service employees. Any gratuities and/or service charges not paid out as defined shall be included in the payments covered in this paragraph.

Parties will negotiate Concession fee for food and beverages resulting from OSFEC's exclusive sponsorships agreements in accordance with Part V.6. (Page 8)

### 36. Capital Contribution

- a. On or before September 1, of each contract year, and annually thereafter if the Parties agree to a contract extension, Contractor shall pay OSFEC the lump sum amount indicated on the successful bidder's Financial Proposal Form (minimum \$10,000 per year) for mutually agreed upon improvements or equipment to support the Contractor's food and beverage services at OSFEC Events. All improvements or equipment shall immediately become the property of OSFEC and so tagged and identified.

### 37. Revenue Reports

- a. Expo Event Sales Reporting
  - i. Contractor shall provide detailed sales reports reflecting Expo Event concession sales to the OSFEC Director of Expo Events. Sales reports must itemize each Expo Event, gross sales, percentage to OSFEC sales, and running year-to-date totals. Sales reports must be submitted no later than ten (10) days after the end of the month in which the Expo Events sales occurred.
- b. Remittance of Concession Fees and Copies of Sales Reports.
  - i. Contractor shall submit to OSFEC all Concession Fees and a copy of all sales reports to OSFEC as follows:

- Remittance Schedule for Expo Events
  - Contractor shall pay Concession Fees and deliver a copy of all sales reports for all events which occurred during the month to OSFEC no later than ten (10) days after the end of the preceding month in which the sales report was submitted.
- All Concession Fees and Copies of Sales Reports must be submitted to:
  - Oregon State Fair & Exposition Center  
Attn: Director of Expo Events  
2330 17<sup>th</sup> St NE  
Salem, OR 97301

c. Records, Accounting and Audit

- i. The Concessionaire shall procure and keep in force during the life of the Agreement all permits and licenses required by laws and regulations of the State, the Marion County and the City of Salem.
- ii. The Concessionaire shall maintain all accounting records and documents regarding the operations at OSFEC for the term of the agreement, all in accordance with generally accepted accounting principles. OSFEC may prescribe the form of records to be kept by the Concessionaire in accordance with this provision. Concessionaire shall submit annual financial statements within ninety (90) days following the end of each year of the contract. For the final year of the contract, or upon termination as provided, the Concessionaire shall submit financial statements from its last calendar year end to the contract termination date. The specifications for said financial statements shall be the same as those described in Part VI.7. (Page 21)
- iii. The Concessionaire shall, on reasonable demand, make available to OSFEC all record books of accounting and statements maintained with respect to operations at OSFEC. The Concessionaire shall also permit designated agents of OSFEC to make periodic inspection of the operations of the Concessionaire at OSFEC.
- iv. The Concessionaire shall establish a separate commercial account at a local financial institution, through which all receipts under the Agreement shall be deposited and records of receipts so deposited kept. The Concessionaire will provide reconciliation of gross bank deposits to percentage payments made at the request of OSFEC.
- v. Concessionaire shall submit to OSFEC, no later than forty-five (45) days after the close of each calendar year, (January 1 through December 31) during the term of this contract a notarized operation statement, certified as correct and signed by the officer of the company. Said notarized statement shall contain an appropriate certification that all gross receipts during the yearly accounting period covered by said statement shall have been duly and properly reported to OSFEC upon the terms and conditions of this contract.
- vi. The Concessionaire and OSFEC reserve the right to “shop” all operations of the Concessionaire through employment or use of individuals or by contract with an organization. The Concessionaire shall take immediate action for discrepancies to pay OSFEC for any gross receipt shortages found, and to dismiss any dishonest employees that the shopping services has discovered.

38. Insurance Requirements

- a. Contractor shall obtain at Contractor's expense the insurance specified in Exhibit A prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the required insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OSFEC.

#### 39. Contract Term

- a. The contract under which the concessionaire will operate will be granted for a term of one (1) year. The effective date of the contract will be 12:01 am, September 10, 2019 through August 13, 2020.
- b. An additional two (2) one (1) year options to extend the agreement are available. OSFEC, at its sole discretion, shall have the option to extend the contract term for an additional one (1) year period by giving the Concessionaire written notice of extension on or before the 90th day prior to expiration of the original or previously extended term. Extensions are subject to re-negotiation of the terms and conditions. If a written notice of extension is not offered by OSFEC, or if the parties cannot mutually agree upon the terms and conditions of a renegotiated contract extension, the contract will automatically terminate on the last day of the original contract term or previously extended term.
- c. If an extended event is in progress on the start/termination date of this contract, then the Concessionaire shall continue operation through the event under that same terms.
- d. Upon agreement of OSFEC and the Concessionaire the contract may be amended in writing.

#### 40. Concession Fees

- a. For the purpose of calculating percentage payments due OSFEC, each "business week" shall be Thursday through Wednesday. Percentage payments due OSFEC shall be made within ten (10) days following the close of business each "business month" As a key performance standard the Concessionaire expressly agrees to keep all payments due to the OSFEC current at all times. In the event any payment of the monthly concession fee shall remain unpaid for a period of ten (10) days or more after the due date thereof, a one-time late charge equivalent to six percent (6%) of each unpaid amount shall be charged.
- b. A detailed event report on an approved form shall accompany each payment for each activity or event. The report shall be for total gross sales recapped in total for multiple day events.

#### 41. Performance Review

- a. Concessionaire acknowledges and agrees that OSFEC may send out post-event questionnaire to each concession and catering client which utilized OSFEC inquiring about quality of products, quality of service, and quality of presentation. Additionally, OSFEC may conduct surveys of guests attending events, with regard to food and beverage services. Concessionaire shall demonstrate customer satisfaction level of its food and beverage service based on criteria to be developed by OSFEC and Concessionaire, with final approval by OSFEC. Concession service should have an overall favorable rating of at least 75%. Catering service shall have an overall favorable rating of at least 80%.
- b. Beverage Containers
  - i. All designs and logos are subject to the approval of OSFEC Management. No beverages may be served in glass containers.
- c. Security

- i. Security is required for alcoholic beverage points of sale during most events where alcohol is served, at the Concessionaire's expense. Proposed security provider and level of staffing is subject to OSFEC's approval.
- ii. The Concessionaire is responsible for the day to day securing of food service, preparation and storage areas so as to prevent unauthorized access, damage or loss.

#### **Part VI: REQUIRED SUBMITTAL**

Submitted proposals shall include the following information.

1. The proposal shall show the present business address of the Proposer at which communications from OSFEC and notices served are to be received.
2. The proposal must be signed by a person(s) authorized to legally bind the proposer.
3. Marketing Plan: Provide the Concessionaire's marketing plan for soliciting and continuing to increase the sales of concessions and catering at OSFEC.
4. Creative Design Concepts: Proposers should include proposed design concepts for food service areas. Proposers should include graphic depictions of any equipment, décor, theme, or uniform, etc. that demonstrates Proposer's unique approach to this opportunity. Renderings or brochures of proposed Foodservice areas, permanent stands, portable carts, equipment, décor, and uniforms are strongly encouraged. Proposer shall include the value of each and a proposed timeline to implement proposed concepts if awarded the contract.
5. Experience: Proposer must indicate, in detail, its experience in serving at food service facilities similar to OSFEC, or other comparable operations. An acceptable operation will demonstrate experience successfully providing concession and/or catering service at significantly large events.
6. List of Clients: The proposer shall provide a list of other clients with meeting, entertainment and/or exposition facilities, and/or similar in size and scope to OSFEC. The list must contain detailed information, including the name, address, and telephone number of the client, individual contact name, length of time, size of facility or event, number and type of events, annual sales and attendance. (i.e. detail all services provided, including but not limited to concessions, catering, clubs, and restaurants, etc.)
7. Financial Statement: A current reviewed or audited financial statement, for the three most recent fiscal years of the Proposer, including balance sheet and profit and loss statements, prepared by an independent Certified Public Accountant. If not reviewed and or audited then the three most recent fiscal years financial statements with the corresponding years tax returns. If entity is less than three years old contractor must provide a combination of three most recent years of both business and personal financial statements. In Lieu of financial statements a performance bond of at least fifty thousand dollars (\$50,000) may be provided, naming OSFEC as the beneficiary.
8. A statement should accompany the financial statements indicating the source and amount of financing required to fulfill the terms and conditions of this Agreement or satisfactory evidence of the ability to perform the proposed services.
9. Corporate/On-Site Organizational Plan: An organizational chart showing all full-time and hourly positions with duties and responsibilities of each position. Include details of all bonus, benefits, insurance, vacation, and sick-leave programs for which the full-time and hourly staff are eligible. Include a copy of the current employee training manual or program, current employee handbook or policies, and current drug-use policy.

10. A resume including client references and letters of recommendation of the experience, education, and performance record in the food service business of the proposed full-time Concession Manager for OSFEC. Proposer must have its proposed Concession Manager present at any oral presentation required by OSFEC for selection of the Concessionaire. The Concession Manager candidate may be interviewed privately prior to the Proposer's presentation, at the discretion of OSFEC.
11. The Proposer's Concession Manager candidate's resume must demonstrate their experience in building, training and retaining an employee team or workforce.
12. Staffing charts and operational plans for each of the following event scenarios at OSFEC:
  - a. Scenario 1 – A concert featuring nationally recognized artist(s) with attendance of 8,000, with alcoholic beverages.
  - b. Scenario 2 – A consumer show (i.e. bridal show, home & garden show, RV show, etc.) with attendance of 2,000-5,000 and occupying multiple buildings.
  - c. Scenario 3 - Multiple events occurring on the same day;
    - i. A classic car show with 2,000-5,000 guests during the day using most of the exhibit buildings and other adjacent areas;
    - ii. A plated and served dinner for 500 VIP guests of the classic car show in one of the exhibit buildings;
    - iii. A cultural dance/concert in the Pavilion for 7,000 guests.
13. Recommended staffing guidelines for each type of event for which Proposer may provide services. (Examples: ratio of concession servers to number of anticipated guests, number of banquet servers to number of guests, number of bartenders to number of guests, etc. These staffing guidelines shall include proposed pay scales and gratuity allocation for all hourly employees.
14. Proposed menu items for concession service including portion sizes, and proposed prices in 2019-20. Menus shall include concession style food and beverage items including alcoholic beverages, and proposed catering menus. Pricing must be competitive with similar facilities in the region, but must also meet OSFEC's goal to provide value priced, high-quality products, service and presentation.
15. Detail any minimum customer counts or sales volume required for any concession and/or catering service to be approved by OSFEC management and included in contract.
16. Training Programs: Describe Proposer's available training programs including Proposers' current alcohol management, cash handling and inventory control management, food and beverage quality management, and Customer Service training programs. Indicate the proposed Concession Manager's experience in administering these training programs.
17. List of Corporate Officers / Partners / Proprietors: Provide a list of the Concessionaire's corporate officers, general partners, or sole proprietor[s], and provide a detailed resume for each, with special emphasis upon industry experience.
18. A detailed list of proposed food and beverage service equipment (other than mobile units) indicating whether they will be owned or rented by the Proposer.

19. Provide a written description of all mobile units to be owned, rented or utilized by Proposer. Include the food and beverage service capabilities of each unit. With each description provide one color photo or a professionally prepared color rendering of unit. Describe the manner in which the mobile units will be moved around OSFEC for events occurring in various locations on the grounds.

**PART VII: EVALUATION, SELECTION, AND SCORING PROCESS**

1. Each proposal shall be evaluated for responsiveness to OSFEC's needs as described in this RFP. This part describes the process OSFEC will follow when evaluating and scoring proposals, and awarding the contract, if any is awarded, and contains the exact scoring criteria to be used. During the evaluation and selection process, the Scoring Panel may wish to interview a bidder for clarification purposes only. The bidder will not be allowed to ask questions concerning other bidders, but only to respond to clarification questions from the Panel. The bidder cannot change proposals after the time and date designated for receipt.

2. Evaluation and Selection Process

- a. Following the deadline for receipt of proposals as stated in Part II.5 (page 4), each proposal will be examined to determine if:
  - i. Submittal (receipt) was by the deadline time and date; and
  - ii. The physical format requirements were met.

This is not a public review.

- b. Technical proposals that meet the submittal format requirements, as stated in the previous paragraph, will be submitted to the Scoring Panel for:
  - i. Review of the technical proposal,
  - ii. Confirmation that the information required is included and is presented in the format required by the RFP, and
  - iii. All required documentation is included and correct.

Proposals that do not present the information required in the format required may be rejected as non-responsive.

This is not a public review.

- c. OSFEC reserves the right to verify any reference and employment experiences referenced or disclosed in this proposal or during interviews related to this proposal, or to ascertain the accuracy of information presented. Misinformation or inaccuracies are grounds for disqualification, or receipt of a low score.
- d. The Committee will evaluate each proposal that meets the format requirements of preceding Part VIII (page 25), and assign points for the technical proposal.

This is not a public review.

- e. The Committee may request interviews of the bidder for clarification of proposals. Following any interviews, the proposals may be re-scored.

- f. The "Financial Proposal Bid Forms" will then be opened and scored and added to each reviewer's points to obtain the total points each reviewer gives to each bidder. The total points of each reviewer will be added up for that bidder and the result divided by the number of reviewers for the bidder's total overall score.
- g. The contract award, if any will be made to the bidder with the highest final score. The decision of the Scoring Panel is final.
- h. In the event of a tie in determining the successful bidder, the tie will be broken by a toss of a coin by a member of the Scoring Panel in the presence of authorized representatives of the tied bidders.
- i. All bidders will be notified of the results.

3. Scoring Criteria and Items Scored

Proposers are advised that OSFEC intends to select the Concessionaire that it determines is responsive and responsible and will provide OSFEC with the highest quality products, most efficient services, best presentation, and highest revenues, based on the criteria set out below. Selection of the proposed Concessionaire will be based upon the highest points awarded out of 100 points possible. In order to select the Concessionaire, OSFEC will consider the following categories, each weighted separately and adding up to a total of 100 points possible.

- a. Approach ..... 30
  - i. Creativity reflected in the proposal for unique operational plans, service philosophy, points of sale, design concepts, menus, personnel training, uniforms, etc.
  - ii. Evidence of an approach that will lead to a higher standard of food and beverage service with increased revenue, quality, presentation, and customer satisfaction for a growing facility.
  - iii. Evaluation of the Proposer's maintenance and cleaning plans.
  - iv. Evaluation of the Proposer's staffing charts and operational plans submitted addressing the three scenarios in Part VI. 12. (page 22)
- b. Management Experience ..... 10
  - i. The experience, training, and past performance of those persons designated by the Proposer as management personnel. The experience, training, and past performance of those persons designated by the Proposer that manages or supervises the on-site Concession Manager.
- c. Previous Performance ..... 20
  - i. The Proposer's previous performance at similar facilities, as reflected by contacts with representatives of those facilities by phone or mail which have been received or may be made by OSFEC.
  - ii. Proposer's general reputation for performance and service in the facility and event industry.
- d. Financial Stability..... 10
  - i. Proposer's financial condition, including ability to provide required capital investments.
- e. Financial Proposal..... 30

4. OSFEC reserves the right, at its discretion:

- a. To reject proposals which contain omissions or otherwise fail to comply with these specifications.
- b. To reject all proposals when OSFEC reasonably determines that such a procedure would be in the best interest of OSFEC.
- c. To waive technical or insubstantial irregularities in the proposal of any Proposer, when not shown to have resulted in any unfair advantage to any Proposer.



- d. To reject proposals that contain any conditions and/or contingencies which, in OSFEC's judgment, make the proposal indefinite or incomplete.
- e. The decision of the Scoring Panel is final.

## **PART VIII: MANDATORY FORMAT AND CONTENT REQUIREMENTS**

### 1. Introduction

This section provides instructions to the bidder regarding the mandatory proposal format and content requirements. The bidder must recall:

- a. All bids submitted must follow the proposal format instructions;
- b. All information must be presented in the order and the manner requested;
- c. All questions must be answered; and
- d. All requested data must be supplied.
- e. Proposals not following the required format will be deemed non-responsive and will be rejected.

### 2. Proposal Format and Content

- a. Each proposal must be prepared as two (2) separate documents placed in two (2) separate sealed packages; both sealed packages are inserted into a third package. All packages need to be clearly labeled in the manner described Part II.3. (page 4)

### 3. Part 1, "Technical Proposal"

- a. Information in the technical proposal is to be provided in the order requested beginning with the cover letter page. Each page is to be numbered at bottom, starting with the number 1; all pages should be 8-1/2 x 11 inch paper; and all narrative portions of the proposal should be typed.
- b. The first page of the technical proposal must be a signed cover letter on the letterhead of the bidder and contain the following statement verbatim:
  - i. "Submission of this proposal signifies that all terms, conditions, requirements, performance measures and instructions concerning the award of the RFP 19-01 to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting bidder, it is expressly agreed by the bidder that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP may constitute grounds for rejection of this proposal. Bidder agrees that if the submitted proposal is not in the format required in the RFP, bidder's proposal may be deemed non-responsive. Additionally, bidder acknowledges and agrees that the decision of the Scoring Panel shall be final."
  - ii. The person's name must be printed clearly below the signature line, and then signed on the signature line and dated. If bidder fails to submit this document, and it is not signed and dated, the proposal will be reject as being non-responsive.

### c. Table of Contents

- d. Bidder must provide all information/documentation requested and, in the order, listed in Part VI. (Page 21-23)
- 4. Part 2, "Financial Proposal Bid" Form
  - a. The "Financial Proposal Bid" Form must be completed, signed and submitted in a separate sealed envelope as described in Part II.3.b. (Page 4)

**PART IX: FORMS SECTION**

- 1. Forms to be Completed and Submitted by Bidder
  - a. Bidder/Contractor Status Form \*\* (See attached)  
  
\*\* If this status form is not completely filled out, signed and submitted with bidder's response to the bid process, the bid may be rejected as non-responsive.\*\*
- 2. Financial Proposal Bid Form (See Attached)

**BIDDER/CONTRACTOR STATUS FORM**

**RFP NUMBER: 19-01**

Page 1 of 2

**Bidder/Contractor must be a Single Entity.**

Contractor's Name \_\_\_\_\_ Federal Employer ID # \_\_\_\_\_  
(Full Business Name)

Address \_\_\_\_\_ County \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_  
(Principal Place of Business)

**STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS (PLEASE CHECK ONE)**

\_\_\_\_ Individual    \_\_\_\_ Limited Partnership    \_\_\_\_ General Partnership    \_\_\_\_ Corporation

**Individual** (Please check one)    \_\_\_\_ Resident    \_\_\_\_ Non-Resident

If a sole proprietorship, state the true full name of sole proprietor: (i.e., John Roe Smith, not J. Roe Smith or not John R. Smith)

\_\_\_\_\_

**Partnership** (Please check one)    \_\_\_\_ General Partnership    \_\_\_\_ Limited Partnership

If a partnership, list each partner, identifying whether limited partner(s), stating their true full name and their interest in the partnership:

\_\_\_\_\_  
\_\_\_\_\_

**Corporation**

Place and date of incorporation \_\_\_\_\_

If not an Oregon corporation in good standing, please state the date the corporation was authorized to do business in Oregon: \_\_\_\_\_.

**CURRENT OFFICERS:** President: \_\_\_\_\_ Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Other Officers: \_\_\_\_\_

\_\_\_\_\_

**All must answer:** Are you subject of Federal Backup Withholding?    \_\_\_\_ Yes    \_\_\_\_ No

**BIDDER/CONTRACTOR STATUS FORM**

**RFP NUMBER: 19-01**

Page 2 of 2

**Fictitious Name**

If contractor is doing business under a fictitious business name and will be performing under the fictitious name, please attach a clearly legible copy of the current fictitious filing.

**Pending Litigation or Hearings**

Are any civil or criminal litigations or administrative hearings currently pending against the bidder's organization, owners, officers or employees?  Yes  No

If yes, please state the case number and agency or court where pending and status of litigation or hearing:

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**OSFEC reserves the right to verify the information provided on this form by the bidder under the RFP process.**

**I declare under penalty of perjury that the above information is true and correct and that I am authorized to sign this status form on behalf of the bidder/contractor.**

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail)

**If this status is not completely filled out, signed and submitted with bidder's response to the RFP, the bid may be rejected as non-responsive.**

**FINANCIAL PROPOSAL FORM**

**RFP 19-01**

I, \_\_\_\_\_ (Insert name signatory), authorized representative of \_\_\_\_\_ (Insert name of company) have read and understood the terms and conditions of this request for proposal and agree to abide by all terms of this RFP and our attached proposal and agree to commence operations by September 10, 2019.

*[Below is the formula OSFEC will use when scoring financial proposal. OSFEC has provided the minimum commission percentages accepted. The Bidder's percentage is multiplied by hypothetical gross sales for each commission category. The cumulative dollar amount for all categories will be added. The Bidder with the highest cumulative dollar amount would receive 30 points. All other Bidders will receive a proportionate number of points and the total is calculated in the following manner: (Bidder's total offer divided by highest total offer) x 30= points awarded.]*

<u>Commission Category</u>	<u>Minimum OSFEC Commission Percentage</u>	<u>Hypothetical Gross Sales x Proposed Percentage = District's Hypothetical Commissions</u>
Food & Non-Alcoholic Beverages	22%	$\$242,115 \times \frac{\quad}{\text{Insert \% Bid}} \% = \$ \frac{\quad}{\text{Insert Sub-Total}}$
Alcoholic Beverages	38%	$\$427,791 \times \frac{\quad}{\text{Insert \% Bid}} \% = \$ \frac{\quad}{\text{Insert Sub-Total}}$
Catering	5%	$\$50,000 \times \frac{\quad}{\text{Insert \% Bid}} \% = \$ \frac{\quad}{\text{Insert Sub-Total}}$
Annual Capital Contribution	\$10,000	\$ $\frac{\quad}{\text{Insert Capital Bid}}$
<b>Total Hypothetical Commissions And Annual Capital</b>		<b>\$ <math>\frac{\quad}{\quad}</math></b>

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

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

Signatory's Title: \_\_\_\_\_

Proposer (Company): \_\_\_\_\_

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

**EXHIBIT A  
INSURANCE REQUIREMENTS**

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Contractor/Renter shall obtain, at Contractor/Renter's expense, the insurance specified below before performing any work under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. The Contractor/Renter shall pay all deductibles, self-insurance retention and self-insurance if any. All insurance must be issued by an insurance company licensed to do business in Oregon.

1.  **Required of Contractors/Renters with one or more workers, as defined by ORS 656.027.**

**WORKERS' COMPENSATION.** All employers, including Contractor/Renter, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor/Renter acknowledges that it is totally responsible for complying with Oregon Workers' Compensation Law and shall comply with ORS 656.017 which requires that insurance be provided for all subject workers. Contractor/Renter also agrees to indemnify, defend, and hold harmless the State of Oregon; and the State Fair Council and Oregon State Fair and Exposition Center and its officers, employees and agents from any and all claims arising out of or based upon the workers' compensation laws of the State of Oregon. Contractor/Renter shall require and ensure that each of its subcontractors complies with these requirements.

2.  **Required of all Contractors/Renters.**

**COMMERCIAL GENERAL LIABILITY.** Contractor/Renter shall obtain, at Contractor/Renter's expense, and keep in effect during the term of this Contract, commercial general liability insurance covering activities/operations/indemnity provided under this Contract. Coverage requirements are a minimum of \$2,000,000 per occurrence of personal injury, bodily injury, death, property damage, products and completed operations and contractual liability coverage. Coverage shall be written on an occurrence basis with an annual aggregate limit that shall not be less than \$5,000,000.

**LIQUOR LIABILITY INSURANCE.** Contractor/Renter shall obtain, at Contractor/Renter's expense, and keep in effect during the term of the Contract, liquor liability insurance covering activities/operations/indemnity provided under this Contract. Coverage requirements are a minimum of \$5,000,000 per occurrence of personal injury, bodily injury, death, property damage, products and completed operations. Coverage shall be written on an occurrence basis with an annual aggregate limit that shall not be less than \$5,000,000.

The State of Oregon; and the Oregon State Fair Council, Oregon State Fair & Exposition Center, and its officers, employees and agents must be named as an additional insured on Contractor/Renter's insurance certificate, with respect to operations/activities performed under this contract. The certificate shall show coverage for dates which cover the period of the Contractor/Renter's operations/activities under this contract. The name of the "Insured" Contractor/Renter on the certificate of insurance provided must be the same as the Contractor/Renter listed on the Contract. Insurance declarations pages and automatic renewal policy statements will not be accepted as valid forms of insurance coverage.

**TAIL COVERAGE (REQUIRED ONLY IF INSURANCE IS WRITTEN ON A "CLAIMS MADE" BASIS).** If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor/Renter shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor/Renter's completion and Agency's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract.

3.  **Required**  **Not Required**

**AUTOMOBILE LIABILITY.** Contractor/Renter shall obtain, at Contractor/Renter's expense, and keep in effect during the term of this Contract, commercial business automobile liability insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.

In lieu of commercial business automobile liability, the required coverage may be in the form of a personal use auto policy endorsed for business use. Combined single limit per occurrence shall not be less than \$1,000,000.

**EXHIBIT A  
INSURANCE REQUIREMENTS**

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**4.  Required of all Contractors/Renters.**

**CANCELLATION ENDORSEMENT.** Notice of cancellation of any of the required insurance coverages, except for Auto Liability, is required. All policies required here shall be endorsed and include the State of Oregon, Oregon State Fair Council and Oregon State Fair & Exposition Center on the policy as a cancellation notice recipient.

**5.  Required of all Contractors/Renters.**

**CERTIFICATE(S) AND PROOF OF INSURANCE.** Contractor/Renter shall provide to the Oregon State Fair & Exposition Center Certificate(s) of Insurance and any policy endorsements for all required insurance before delivering any Goods and performing any Services required under this Contract.

**The certificate must:**

- Name the State of Oregon; and the Oregon State Fair Council, Oregon State Fair & Exposition Center, and its officers, employees, and agents as Additional Insureds on all policies except for Auto Liability, with respect to operations/activities performed under this contract; and
- Name the Oregon State Fair & Exposition Center as the Certificate Holder; and
- State that all Contractor/Renter coverage shall be primary and non-contributory with any other insurance and/or self-insurance; and
- *(Only if insurance is written on a "claims made" basis)* Confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided; and
- Endorse all policies to include Oregon State Fair & Exposition Center as a policy cancellation notice recipient, except Auto Liability.

**EXHIBIT B**

**COMMERCIAL KITCHEN EQUIPMENT**

<b>OFSEC Asset #</b>	<b>Commercial JL Equipment</b>	<b>Location</b>	<b>Condition</b>
41916	Steamer Stand	JL	
42498	8' Green Service counter	JL	
42499	8' Green Service counter	JL	
42043	Aluminum Universal Rack	JL	
42042	Aluminum Universal Racks	JL	
n/a	Aluminum Wire Racking (numerous)	Various Locations	
41922	Blogeet Confection Double Oven - Electric	JL	
41906	Butcher Block top 8' (Broken)	Behind Pavilion	
41913	Cleveland Commercial Large Kettle	JL	
41914	Cleveland Steamer	JL	
41915	Cleveland Steamer	JL	
41917	Cleveland Steamer Craft 3.1 Commercial Kettle	JL	
42479	Crescor Hot Box Electric	JL	
41711	Dish Washer	JL	
45001	Dish Washer Jackson JPX-300	Floral	
41920	Fry Master (replaced with new brand & #)	JL	
41921	Fry Master	JL	
41676	Fryer	Pavilion	
41692	Fryer	Pavilion	
41675	Grill	Pavilion	
41740	Stainless Steel Work table	JL	
41741	Stainless Steel Work table	JL	
41723	Stainless Steel Work table with sink	JL	
n/a	Stainless steel worktables (numerous)	Various Locations	
42469	Turbo Air Refrigerator Display Case	JL	
42472	Turbo Air Refrigerator Display Case	JL	
42473	Turbo Air Refrigerator Display Case	JL	
41923	US Range Gas Stove & Oven	JL	
58203	Walk in Freezer	JL	
41703	Walk in Refrigerator	JL	
41677	Wire Shelving	JL	
41684	Wire Shelving	JL	
41685	Wire Shelving	JL	
41686	Wire Shelving	JL	
41696	Wire Shelving	JL	
41918	Wolf Grill & Broiler	JL	
41919	Wolf Rengency Flat Grill	JL	
41693	Wood Top Prep Table	JL	
41694	Stainless Steel Equipment/Work Top Table	JL	



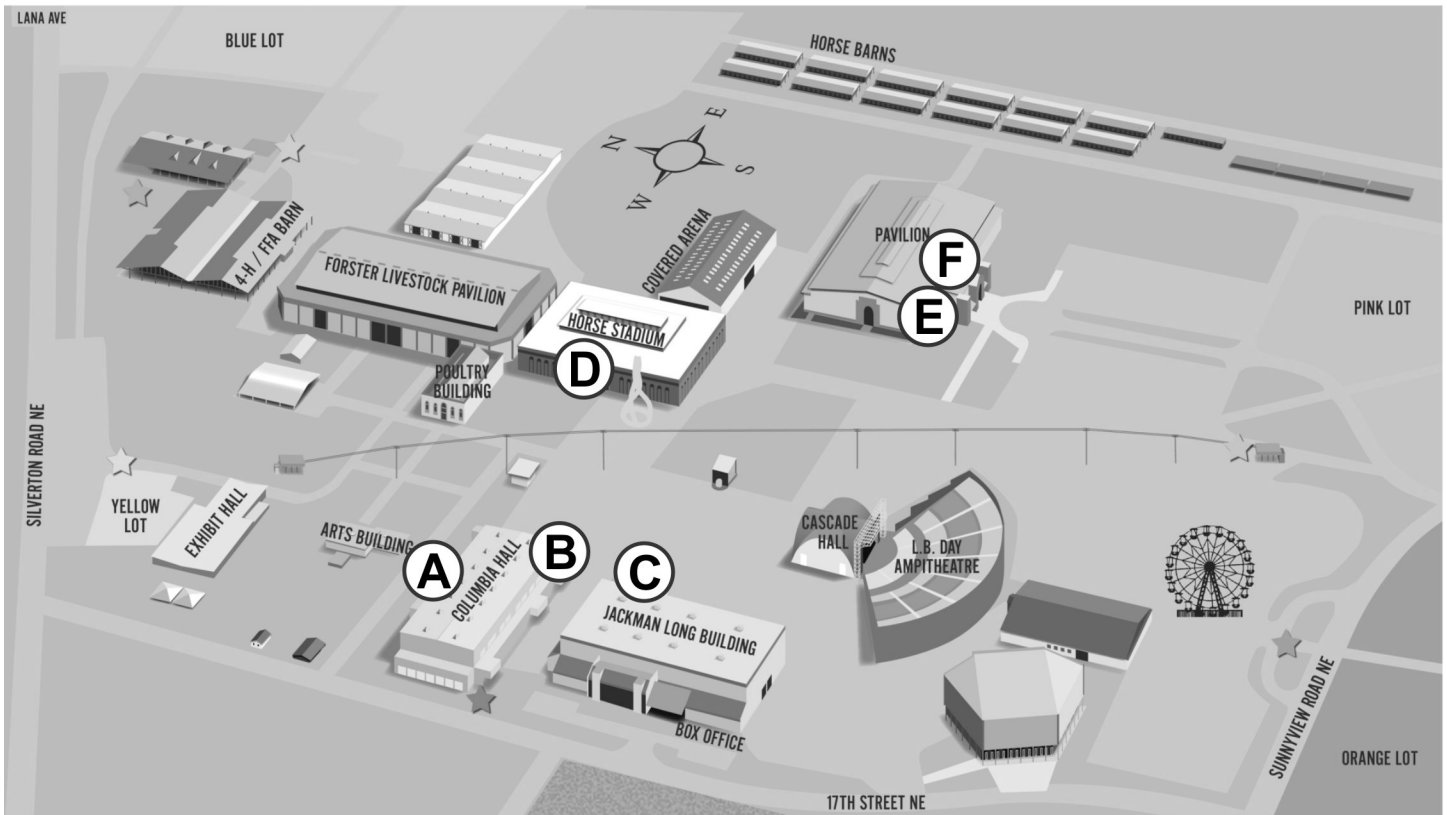
**EXHIBIT B**

**COMMERCIAL KITCHEN EQUIPMENT**

41904	Stainless Steel Equipment/Work Top Table	JL	
42036	Stainless Steel Equipment/Work Top Table	JL	
41687	Stainless Steel Equipment/Work Top Table	Pavilion	
41691	Stainless Steel Equipment/Work Top Table	Pavilion	
42037	Stainless Steel Equipment/Work Top Table	JL	
42500	Stainless Steel Equipment/Work Top Table	JL	
42502	Stainless Steel Equipment/Work Top Table	JL	
42035	Stainless Steel Equipment/Work Top Table	JL	
42038	Stainless Steel Equipment/Work Top Table	JL	
41742	Stainless Steel Equipment/Work Top Table	JL	
41910	Stainless Steel Equipment/Work Top Table	JL	
41689	Grill Table Top	JL	
42034	Hobart Commercial Mixer Floor Stand	JL	
42039	Hot Point Dryer	JL	
41697	Ice Machine	JL	
41706	Stainless 3 Hole Sinks	JL	
42041	Stainless Steel 3 Sink/Drainboards	Pavilion	
41674	Stainless Steel True Freezer	Pavilion	
61911	POD	Behind Pavilion	
61912	POD	Behind Pavilion	
61913	POD	Behind Pavilion	
n/a	Gas Grill with stainless steel stand	Columbia	
n/a	Gas Grill with stainless steel stand (2)	Pavilion	
n/a	Hatco 2-drawer bun/chip warmers	Columbia	
n/a	Hatco 2-drawer bun/chip warmers	Pavilion	
n/a	Hatco 2-drawer bun/chip warmers	JL	
n/a	Hatco 2-drawer bun/chip warmers	Horseshow stadium	
n/a	Kenmore Microwave	LB Day backstage	
n/a	Stainless 3-hole sinks (2)	Pavilion	
n/a	Walk-in Refrigerator (2)	Pavilion	
n/a	Ice Machine	Pavilion	
n/a	4' Service Counters (3)	Pavilion	
n/a	Stainless Steel True Refrigerator	Floral	
n/a	Stainless Steel True Refrigerator	Pavilion	
n/a	Stainless 3-hole sink	LB Day (storage)	
n/a	Brinkman Barbecue 4-burner	Floral	
n/a	Beer line refrigerator	Pavilion	
n/a	Soda Fountain Machines (3)	Pavilion	
n/a	Warm display Case	JL	

**EXHIBIT C**  
**CONCESSIONS SITES**

- |          |                               |                           |
|----------|-------------------------------|---------------------------|
| <b>A</b> | <b>Columbia Hall North</b>    | <b>approx. 200 s.f.</b>   |
| <b>B</b> | <b>Columbia Hall South</b>    | <b>approx. 200 s.f.</b>   |
| <b>C</b> | <b>Main Kitchen</b>           | <b>approx. 2,000 s.f.</b> |
| <b>D</b> | <b>Horse Stadium</b>          | <b>approx. 100 s.f.</b>   |
| <b>E</b> | <b>Pavilion South-West</b>    | <b>approx. 800 s.f.</b>   |
| <b>F</b> | <b>Pavilion South-Central</b> | <b>approx. 800 s.f.</b>   |



**Exhibit D**  
**OSFEC CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT**

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The **Code of Business Ethics and Conduct (Code)** are the **Oregon State Fair and Exposition Center's (OSFEC)** conduct requirements placed on Contractor and their representatives while performing work contracted by OSFEC. Every effort has been made to ensure that the Code is clear, practical, and consistent. However, no document can address every situation, so we encourage you to raise questions to the OSFEC CEO if something is unclear.

For the purposes of this **Code**, "**Contractor**" includes the business entity, all of its officers, directors, employees, subcontractors, and other agents. This **Code** applies to all contract activities involved in providing goods and services to **OSFEC**, whether on **OSFEC** premises or off premises.

1. **Responsibility and Accountability.** Contractor is expected to:
  - a. Adhere to the highest standards of ethical business conduct;
  - b. Know and comply with this Code and OSFEC's other corporate policies, if applicable, and procedures that pertain to the contracted services;
  - c. Maintain a work environment that encourages open and honest communication regarding ethics and business conduct issues and concerns;
  - d. Avoid placing, or seeming to place, pressure on employees that could cause them to deviate from acceptable ethical behavior;
  - e. Seek advice and guidance when unsure of a specific action; and
  - f. Report suspected violations of this Code by Contractor to OSFEC immediately.

A Contractor that violates this Code will be considered in breach of the contract with OSFEC. Violations may also result in civil or criminal penalties.

2. **Anti-Discrimination and Anti-Harassment** Contractor agrees to not tolerate discrimination or harassment by anyone, including a supervisor, co-worker, supplier, vendor, consultant, visitor or customer of Contractor or OSFEC while on OSFEC property or representing OSFEC offsite. Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based upon a person's protected status, such as race, color, religion, national origin, sex, sexual orientation, age or physical or mental disability.
3. **Working in a Safe Manner.** Contractor must report any injury, accident, fatality or near misses to the OSFEC CEO immediately after it is reported to Contractor representative. Contractor must comply with all Oregon Occupational Safety and Health Administration (OSHA) reporting requirements and OSFEC's Safety Guidelines. Failure to observe OSHA's safety, health, injury and reporting requirements will be considered a breach of contract.
4. **Providing Outstanding Customer Service.** Contractor will treat and communicate with everyone they encounter in a courteous, respectful and professional manner. Contractor may come in contact with unsatisfied customers. If a complaint involves services provided by Contractor and can be resolved easily, please do so. If the scope of the complaint is beyond Contractor's control, an OSFEC representative should immediately be contacted to manage the situation.
5. **Alcohol, Marijuana and Drug-Free Work Place.** The distribution, dispensing, possession or use of illegal drugs or other controlled substances, except for approved medical purposes, by Contractor at the OSFEC location or when Contractor is representing the OSFEC offsite, is strictly prohibited. In no event should any Contractor be under the influence of alcohol, illegal drugs or controlled substances (other than controlled substances approved for medical purposes and allowed by Contractor for the job assigned) while performing contact services for OSFEC. Alcohol may only be consumed by Contractor on OSFEC premises if prior authorization is provided by OSFEC CEO and Contractor. Off-duty Contractor may participate in OSFEC events as a member

of the general public. OSFEC requires that if off-duty Contractor representatives participate in OSFEC events, they wear street clothes rather than their Contractor's uniforms. Marijuana is illegal under federal law and is considered an illegal and/or unauthorized controlled substance for purposes of this policy.

6. **Protection & Use of Assets, Intellectual Property and Confidential Information.** Contractor is responsible for the protection and appropriate use of OSFEC's assets, intellectual property and confidential information. OSFEC-furnished property shall be used, maintained, accounted for and disposed of in accordance with the applicable OSFEC requirements, policies and government regulations. Contractor may be allowed to use OSFEC software in conducting services provided in the OSFEC contract. Contractor shall use all software only in accordance with the terms of the OSFEC's license agreements or other contracts under which the software is supplied. OSFEC licensed software may not be copied or provided to any third party unless authorized by OSFEC and in compliance with the applicable license agreement. Contractor will protect OSFEC trade secrets and confidential information and to refuse any improper access to trade secrets and confidential information of any other Contractor or entity, including our competitors. For the purposes hereof, "confidential information" also includes information relating to OSFEC's employees and other persons or entities that Contractor is obligated by law or agreement to maintain in confidence.
7. **Avoid Personal conflicts of interests.** Contractors and their employee have the legal duty to carry out his or her responsibilities with the utmost good faith and loyalty to OSFEC. A "personal conflict of interest" occurs when your own interests (for example, financial gain, career development, or reputation advantage), or those of your immediate family, interfere in any way or even appear to interfere with the OSFEC's legitimate business interests or your ability to make objective and fair decisions when performing your job. To avoid potential conflicts of interest, Contractors should avoid any activity that could reasonably be expected to put Contractor in a conflict situation. This includes offering or accepting gifts, entertainment, services or favors that are offered to or accepted by OSFEC employees or Contractor in order to gain a business advantage.
8. **Obligations of Employees to Report Violations.** It is the responsibility of Contractor having knowledge of any activity that is or may be in violation of this Code or any law or regulation applicable to Contractor's business to immediately report such activity to OSFEC CEO or his/her designee. Retaliation against any employees who report what they believe in good faith to be a violation of this Code or any law or regulation is prohibited.
9. **Investigation of Misconduct.** OSFEC reserves the right to use any lawful method of investigation that it deems necessary to determine whether any person has engaged in conduct that in its view interferes with or adversely affects its business. Contractor is expected to cooperate fully with any investigation of any violation of law, OSFEC policies and procedures or this Code.
10. **Obtaining More Information.** Contractor's representatives who have questions about this Code should seek guidance from the OSFEC CEO or his/her designee.