

REQUEST FOR PROPOSALS

FOR

Management and Operation of the Bert L. & Iris S. Wolstein Center/Gerald H. Gordon Conference Pavilion

(AND/OR)

Concessions/Catering Services for the Bert L. & Iris S. Wolstein Center/Gerald H. Gordon Conference Pavilion

(AND/OR)

Marketing and Media Rights for Cleveland State University

CLEVELAND STATE UNIVERSITY

RFP # 4430VP

Issued December 22, 2009

Cleveland State University

Office of Purchasing Services
Cleveland, Ohio 44115

TABLE OF CONTENTS

I.	PURPOSE	PAGE 1
II.	GENERAL PROCEDURES	PAGE 1
	<ol style="list-style-type: none">1. Mandatory Pre-Proposal Meeting2. RFP Time Table3. Inquiries from Bidders4. Amendments to RFP5. Proposal – General6. Proposal – Format Requirements7. Bid Bond Requirement8. Proposal – Minimum Content Requirements9. Submission of Proposal10. Evaluation of Proposals	
III.	SELECT INFORMATION ABOUT CLEVELAND STATE UNIVERSITY	PAGE 6
	<ol style="list-style-type: none">1. General Information about Cleveland State University2. Campus and Community Support Services Partnership Statement3. Campus Support Services Partnership Statement4. Athletics Overview5. Facilities Overview	
IV.	NATURE OF SERVICES REQUIRED	PAGE 8
	<ol style="list-style-type: none">1. Management Services for the Wolstein Center/Gordon Conference Pavilion2. Concession and Catering Services for the Wolstein Center/Gordon Conference Pavilion3. Marketing and Media Rights for the University/Athletics Program4. Applicable Laws and University Regulations	
V.	MANAGEMENT PLAN FOR ORGANIZATION & DELIVERY OF SERVICES	PAGE 19
	<ol style="list-style-type: none">1. Facilities Management Services Bid Response2. Concession/Catering Bid Response3. Marketing and Media Rights Services Bid Response4. Organization5. Personnel Policies6. Fiscal Procedures7. Financial Arrangements8. Submission of Plans to meet the University’s Goals9. Customer Service10. Contributions to Campus Communities11. Customer Service12. Contributions to Campus Community	

VI. DEMONSTRATION OF QUALIFICATIONS **PAGE 28**

- 1. Experience and Clients**
- 2. References**
- 3. History, Organization and Key Personnel**
- 4. Contract Terminations and Litigation**
- 5. Insurance and Performance Bond Requirement**
- 6. Representatives**

VII. GENERAL CONDITIONS OF MANAGEMENT AGREEMENT **PAGE 31**

- 1. General**
- 2. Bidder Language**
- 3. University Language**

APPENDIX

- | | |
|--|----------------|
| A. Acknowledgement of Addenda Form | PAGE 32 |
| B. Bidder's Form | PAGE 33 |
| C. General Conditions of Management Agreement | PAGE 34 |
| D. Unauthorized Operating Expenses | PAGE 51 |
| E. Food Purchase Specifications | PAGE 52 |
| F. Employee Bonding Form | PAGE 53 |

Section I: PURPOSE

The purpose of this Request for Proposal (RFP) is for the Cleveland State University, Cleveland, Ohio (the “University”), an institution of higher learning and an instrumentality of the State of Ohio, to obtain proposals (“Proposals”) from qualified sources to enter into an exclusive contract to provide services (the “Services”) for:

(1) Management and Operation of the Bert L. & Iris S. Wolstein Center/Gerald H. Gordon Conference Pavilion (the “Wolstein Center”) (the “Conference Pavilion”)

(AND/OR)

(2) Concessions/Catering Services for the. Bert L. & Iris S. Wolstein Center/Gerald H. Gordon Conference Pavilion

(AND/OR)

(3) Marketing and Media Rights for Cleveland State University including, but not limited to, the following:

- (a) University Business Service Providers
- (b) University Athletics
- (c) Naming rights for selected University facilities/spaces
- (d) Other opportunities to be determined

Section II: GENERAL PROCEDURES

1. Mandatory Pre-Proposal Meeting.

A mandatory pre-proposal meeting will be held on January 7, 2010 at 1:00 pm in the, Gerald H. Gordon Conference Pavilion, Fourth Floor, Room D-E which is located adjacent to the Bert L. & Iris S. Wolstein Center. Any prospective Bidder must attend this meeting in order to be considered an eligible Bidder for the awards. Representatives of the University and the University’s consultant on this project, Stafford Sports, will be in attendance to discuss the Proposal process and procedures. Attendees will be offered a guided tour of the Bert L. & Iris S. Wolstein Center, the Gerald H. Gordon Conference Pavilion as well as an overall tour of the Cleveland State University downtown campus and its facilities as a part of the pre-proposal meeting agenda. This guided tour will be the only facility tour of the University and these facilities offered during the RFP process.

Visitor parking is available for \$1 per hour with a maximum of \$6 in walking distance to the meeting location in the South Garage, which is located on East 21st Street just south of Prospect Avenue.

A summary of the meeting will be issued to eligible Bidders. Under no circumstances will any verbal statements made by a Bidder or the University be considered binding.

2. RFP Timetable

ACTIVITY	DATE
1. Request for Bids Issued	December 22, 2009
2. Pre-Bid Meeting/Tour of Site (1)	January 7, 2010 1:00 pm
3. Deadline for Written Bidder Questions	January 13, 2010, 4:00 pm
4. Issuance of Addendum Responding to Questions	January 20, 2010, 4:00 pm
5. Deadline for Receipt of Bids	February 1, 2010, 2:00 pm
6. Interviews with Respondents	Week of February 15, 2010
7. Selection of Successful Bidders	Week of April 5, 2010
8. Successful Bidder in Place for Facility Management Successful Bidder in Place for Marketing and Media Rights	July 1, 2010
9. Successful Bidder in Place for Food and Beverage Services	November 1, 2010

(1) Note: On the evening of January 7, 2010 there is a Men's Basketball Game at the Bert L. & Iris S. Wolstein Center. Attendees are welcome and are encouraged to attend. Please contact Ms. Carrie Neville, Athletic Department Ticket Manager at c.neville@csuohio.edu or 216.687-5440 no later than Tuesday, January 5 if you would like to attend the game that evening.

3. Inquiries from Bidders.

Any and all questions and/or requests for information from a potential Bidder(s) to the University must be submitted in writing and faxed to: William Ertell, Director of Purchasing Services, Cleveland State University (216) 687-9361. No telephone inquiries will be accepted by any University representative involved in the RFP process. Written responses will be issued to all eligible Bidders irrespective of the source of the inquiry. The deadline for any and all inquiries is January 13, 2010, at 4:00 p.m., local time. The University will issue its final response to such inquiries on or before January 20, 2010, 4:00 p.m.

4. Amendments to RFP.

Amendment(s) to the RFP, if any, will be issued at the discretion of the University and will be located on the University's website under Purchasing Department at www.csuohio.edu/offices/controllers/purchasing/. All bidders are required to periodically check the website.

5. Proposal – General.

A Bidder is expected to become familiar with the University, the requirements of the RFP and the Cleveland area. Each Bidder is responsible for any and all costs incurred by Bidder in responding to; inquiring about this RFP; or in visiting the University or the Cleveland area.

A Bidder who wishes to be considered for selection to provide for any or all of the Services described in Section I above shall submit a complete, concise and comprehensible Proposal, in the form and manner required by this RFP. In addition, selected Bidders will be expected to make oral presentations of their Proposals. Also, the University may elect to make visits to one or more of the Bidder's accounts. The parameters for said presentations or visits will be provided at a later date by the University.

All Proposals, inquiries or correspondence relating to this RFP and all reports, displays, schedules, attachments, exhibits and other documentation submitted by any Bidder will become the property of the University upon receipt and may become public records pursuant to Ohio Revised Code Section 149.43. All proprietary information disclosed to Cleveland State University shall, to the extent permitted by law, be held in confidence and used only in performance of the contract, except as Cleveland State University may otherwise be permitted by written instructions from the Bidder.

Bidder shall not use, disclose, or furnish others any information relative to the current operation of Cleveland State University and its Facilities (the "Facilities") provided by the University for this RFP process without first obtaining the written consent of Cleveland State University.

As an educational institution, Cleveland State University may decide in the future to publish the results of this procurement in appropriate professional circles, including but not limited to trade journals and conference presentations.

The University shall have the right to request additional information from, and review additional records of any or all Bidders, prior to the University's selection of bidders for the Services and failure to comply with such requests may result in elimination from further consideration.

6. Proposal - Format Requirements.

Proposal shall be drafted in an organized manner, allowing for submission of complete electronic copies (PDF. Format) as well as hard copies, bound or presented in a three-ring binder, with sections appropriately tabbed and identified in both formats. Preferred formatting is 8.5" x 11", with hard copies printed back to back to reduce paper use.

Wherever repetition occurs in the RFP, with regard to similar requests for information, Bidder need not repeat the information. However, reference should be made to the *exact location* in the Proposal where the information is already recorded.

Bidder must bear all costs associated with the preparation of the bid response and any oral presentations(s) requested by Cleveland State University.

7. Bid Bond Requirement.

Proposal must be accompanied by a certified check, cashiers check or bid bond/guarantee payable to Cleveland State University, as a demonstration of the Bidder's commitment to fully memorialize its Proposal, if selected by the University. The Bid Bond amounts are as follows:

- a) Company submits Proposal for one of the requested Services - \$100,000 Bid Bond
- b) Company submits Proposals for two of the requested Services - \$200,000 Bid Bond
- c) Company submits Proposals for three of the requested Services - \$300,000 Bid Bond

The University will retain such guarantees from all Bidders until the successful Proposal has been memorialized into a fully executed Agreement for the Service between Cleveland State University and the successful Bidder. Once the agreement has been signed by both parties and fully executed, the bid guarantee will be returned to the Bidder(s) not selected and the successful Bidder. If the successful Bidder fails to memorialize its Proposal into a fully executed Agreement, the University will retain the successful Bidder's guarantee to cover damages. Under such circumstances, the University also reserves the right to enter into negotiation with the next qualified Bidder.

8. Proposal – Minimum Content Requirements.

Each Proposal submitted for consideration must comply with the stipulations set forth in this RFP, any amendments and any written responses from the University to Bidder inquiries. All relevant information must accompany the Proposal. The minimum content requirements are listed below in the preferred order of presentation.

- Completed Bidder's Proposal Form
- Cover Page: A signed Proposal cover page that indicates the full name of the Bidder submitting the Proposal and shall bear the signature of a principal duly authorized to execute contracts. The name of each person signing the Proposal shall be typed or printed in ink below each signature. Any erasures or corrections contained in a Proposal shall be initialed by the person(s) signing the Proposal. Electronic versions must contain a PDF file of the signed cover page.
- Proposal: Full and complete information relative to Bidder's ability and plan to deliver Services requested in a manner consistent with the information provided by the University in this RFP and the financial arrangements under which such Services would be delivered.
- Facility Changes proposed, if any: Detail any changes that might be required in existing Facilities, equipment and/or décor as well as related utility changes or remodeling that would be required if Bidder were selected, irrespective of funding source for such changes. General estimates including any design and administrative fees are expected. Renderings or schematics to demonstrate the proposed changes will be appreciated, but are not required. Bidder must provide specific cost estimates for any items that it proposes would be the responsibility of the University.
- Completed Employee Bonding Form
- Exceptions requested, if any: Detail any specific areas of this RFP for which the Bidder is not prepared to assume responsibility if selected and/or any General Conditions language presented by the University which are not acceptable to Bidder.
- Sample contract language, if any, which the Bidder will seek to include in an agreement for any of all of these Services resulting from this RFP.
- Bid Bond: a certified check, cashiers check or bid bond/guarantee in the amounts outlined in Section II, 7 must accompany each Proposal.

8. Submission of the Proposal.

Five (5) printed copies and five (5) digital copies of the Proposal must be submitted (one hard copy marked "Original") in a sealed package plainly marked "Proposal for Cleveland State University Services and Reference RFP # 4430 VP.

Proposal must be received by 2:00 p.m. local time on Monday, February 1, 2010, in the Office of Purchasing Services in order to be considered. Sealed proposals shall be received and logged at the Office of Purchasing Services.

Sealed proposals shall be received at the Office of the Director of Purchasing Services. For **hand-delivery or delivery by a service (e.g. Fed Ex, UPS)**, the delivery (physical) address is:

Cleveland State University
Purchasing Services
Parker Hannifin Hall Room 118
2258 Euclid Avenue
Cleveland, OH 44115-2214

For **delivery via U.S. Mail Services**, the delivery (mailing) address is:

Cleveland State University
Purchasing Services
2121 Euclid Avenue, PH118
Cleveland, OH. 44115-2214

All Proposals will be opened and acknowledged by receipt at the established deadline. It is the bidder's responsibility to make certain the University receives the Proposal at the specified location by the established deadline. Each copy of Proposal must be dated and signed.

A Proposal may be withdrawn by the Bidder prior to the scheduled submission deadline only. Withdrawn Proposals will not be publicly opened and read.

9. Evaluation of Proposals.

A University review committee representing various constituent groups will evaluate Proposals submitted in response to this RFP. Bidders selected after preliminary review of Proposals may be asked for further information, asked to give an oral presentation and/or asked to facilitate a visit to one or more of its accounts for the review committee or select members of said committee.

The University reserves the right to reject any and all Proposals and to waive any omissions, defects or informalities in any Proposal. The University will select or reject any Proposal based on its judgment as to what is in the best interest of the University as whole, to further negotiate details, and to select the most responsive and responsible Proposal.

The University reserves the right to refrain from notifying the unsuccessful Bidders that their Proposals have not been accepted by the University until after the University has entered into a binding agreement with the successful Bidder.

The purpose of the evaluation process is to objectively analyze submittals to narrow the list of Bidders to those companies best qualified to provide any or all of the Services for Cleveland State University. The following criteria will be considered:

1. Bidder's plan to assist the University to meet its goals for providing any of all the Services as discussed in the Request for Proposals relative to: Management and Operation of the Bert L. & Iris S. Wolstein Center/Gerald H. Gordon Conference Pavilion, Concessions/Catering Services for the Bert L. & Iris S. Wolstein Center/Gerald H. Gordon Conference Pavilion, Marketing and Media Rights for both the University and for Athletics.
2. Bidder's relevant experience, qualifications and success in providing the required goods and services discussed in the Request for Proposals.
3. The Bidder's prior experience at Cleveland State University and/or other colleges and universities. Bidder's references from institutions of higher education and clients which are comparable to the University.
4. Bidder's financial Proposal.
5. The quality of the Proposal, specifically, responsiveness to requirements and adequacy of information provided.
6. The contractual terms that would govern the relationship between the University and the successful Bidder.
7. Any other factors relevant to the Bidder's capacity and willingness to satisfy the University.

The University reserves the right to conduct discussions with a Bidder or Bidders, to seek further information and clarification, and to accept revisions of proposals.

Representatives from Cleveland State University reserve the right to inspect Bidders' existing accounts and to interview prospective Bidders prior to award of this agreement. The Cleveland State University representatives may visit one or more of the Bidder's existing accounts.

During this evaluation period, the University will not disclose any information derived from Proposals submitted, or from discussions with other Bidders.

Once an award is made and announced, Proposal documents are public record and will be disclosed upon request pursuant to Ohio Revised Code Section 149.43.

Section III: SELECT INFORMATION ABOUT CLEVELAND STATE UNIVERSITY

1. General Information about Cleveland State University.

Cleveland State University is a comprehensive metropolitan university committed to providing a high-quality education to students with diverse backgrounds, experiences, interests and needs. The University offers degrees in 117 undergraduate and graduate programs that include business administration, liberal arts and social sciences, engineering, science, education, law and urban affairs. Approximately 16,000 students attend Cleveland State University. There are approximately 2,500 full and part-time faculty and staff employed by the University.

2. Campus and Community.

Cleveland State University is located in downtown Cleveland, OH, with extended campus locations in Westlake and Solon, and partnerships with community colleges across Northeastern Ohio.

3. Campus Support Services Partnership Statement.

Campus Support Services at Cleveland State University is responsible for the delivery of a variety of self-supporting services designed to enhance the student experience and support the University's mission. Specifically, the department of Campus Support Services provides leadership and administrative oversight to the CSU Bookstore, campus card, child care, conference services, dining, residence life, parking, recreation and the Bert L. & Iris S. Wolstein Center/Gerald H. Gordon Conference Pavilion. The University partners with experts in the various industries to deliver high quality services to the campus in a manner that is seamless and transparent to the end user. Campus Support Services seeks to build and maintain partnerships that yield the best results for the University community while assisting the service provider in accomplishing its goals.

4. Athletics Overview.

Cleveland State University sponsors seventeen intercollegiate athletics program that competes at the Division I level of the National Collegiate Athletic Association. Cleveland State University is affiliated with the Horizon League. CSU has eight men's athletic programs. For women, the University offers nine athletic programs. Cleveland State University has made a total of fourteen appearances in NCAA tournaments with ten conference championships in the last two years.

5. Facilities Overview.

Description of Cleveland State University Athletic Facilities can be found at: www.csuvikings.com/facilities/clst-facilities.html). Description of other Cleveland State University Facilities that are booked by the University's Conference Services Department can be found at <http://www.csuohio.edu/services/conferenceservices/>.

Section IV: NATURE OF SERVICES REQUIRED

The University is seeking the services of a company or companies to provide any or all of the Services as discussed in the Request for Proposals relative to:

- (1) Management Services for the Bert L. & Iris S. Wolstein Center/Gerald H. Gordon Conference Pavilion,
- (2) Concessions/Catering Services for the Bert L. & Iris S. Wolstein Center/Gerald H. Gordon Conference Pavilion,
- (3) Marketing and Media Rights for both the University and for Athletics

The Agreement(s) entered into by and between the University and the successful Bidder must reflect all elements of the Proposal submitted by the successful Bidder in the manner in which the information is presented in the Proposal. The successful Bidder(s) will provide such services to the University pursuant to the terms of a final Agreement to be negotiated and executed by and between the University and the successful Bidder(s). Pursuant to such Agreement, the successful Bidder(s) will report to the University's Assistant Vice President for Campus Support Services and/or its designee.

In its Proposal, a Bidder should identify any specific area(s) of the Services that it proposes to specifically exclude from the scope of its responsibility under the Agreement(s) with a written explanation for such exclusion.

The following describes the goals and objectives for each of the Services of the RFP:

1. Management Services for the Bert L. & Iris S. Wolstein Center/Gerald H. Gordon Conference Pavilion

Terms

The University terms for contract and renewal of Management Services for the Bert L. & Iris S. Wolstein Center/Gerald H. Gordon Conference Pavilion shall be as follows:

- The Initial contract shall be for a term of five (5) years with two, 5-year options for renewal. Both the initial contract and the renewal options shall be at the sole discretion of the University.
- Company will be expected to honor current ticketing agreement with Ticketmaster until its expiration in December 31, 2010.

Background and Overview

The University is seeking the services of a professional arena management company to manage the day-to-day operations of the Wolstein Center and Conference Pavilion as described in this Request for Proposals and pursuant to a Management Agreement. Such management services must be of the highest quality providing competent and sound fiscal and facility management, support programming, minimization of expenses as well as development and maintenance of a positive reputation for the facilities among the University community, promoters, event attendees and the community-at-large. Moreover, the successful Bidder will be expected to proactively protect the University's capital investment throughout the facilities through the exercise of a high standard of maintenance and cleanliness.

General areas to be managed by the successful Bidder may include, but are not limited to. personnel, fiscal procedures and controls, custodial, maintenance as well as [a], grounds keeping in conjunction with the University's Facilities Maintenance department [b], any physical improvements [c], purchasing, coordination, oversight of contractors, vendors and suppliers for the facilities.

- Building Maintenance will be the responsibility of the University by and through its Facilities Management department (aka Physical Plant) and will be considered an operating expense of the Wolstein Center/Conference Pavilion. Currently, the Wolstein Center/Conference Pavilion operating budget is assessed on a fee per square foot basis for such building maintenance.
- Grounds keeping will be a shared responsibility between the University and the successful Bidder. Specifically, the University will be responsible for snow removal, lawn and garden care, and maintenance of sidewalks, driveways and parking areas by and through its Facilities Management department. The successful Bidder will be responsible for maintaining general cleanliness of all exterior entrances and sidewalks immediately adjacent to the facility.
- Leadership and coordination for physical improvement projects will be determined on a project by project basis depending on the scope of the project. In most cases, project management will be the responsibility of the University. However, the University reserves the right to delegate some or all of the responsibility and related tasks to the successful Bidder.
- The attraction and promotion of special events and entertainment for the Wolstein Center/Conference Pavilion. The expectations for booking and event marketing services includes, but are not limited to, the following: generation and scheduling of quality programming and

maximization of the use of the facility and its spaces, event and facility advertising, marketing and promotions, ticketing, maximization of revenues and provision of competent and sound fiscal management. The successful Bidder's booking and event marketing services for the Wolstein Center/Conference Pavilion will be governed by the following overriding purposes:

- Maximize revenue and the utilization of the /Conference Pavilion in keeping with a collegiate environment while minimizing the net cost to the University.
- Provide a broad mix of events appealing to all segments of the community. Events should include but are not limited to the following: University events including Athletics and Commencements, concerts, family shows, high school graduations, and civic events.
- Provide a broad array of entertainment, sports, cultural, educational and other activities and events for University students, faculty and alumni as well as the greater Cleveland community.

Goals and Objectives for Management of the Wolstein Center/Conference Pavilion

- Maximize revenue and overall utilization of the Bert L. & Iris S. Wolstein Center and Gerald H. Gordon Pavilion while minimizing the net cost to the University
- Provide a variety of quality entertainment, sports, cultural, educational and conference events to meet the needs of the population of the region, the student population, University staff, other University audiences and CSU alumni
- Develop, maintain and implement a marketing, promotions and public relations plan for increasing ticket sales for University Men's and Women's basketball including:
 - Season ticket sales/donor amenities program
 - Group sales
 - Walk up sales
 - Sales through media and third party retail promotions
 - Sale of additional blocks of tickets to facility sponsors (done in conjunction with marketing/media rights firm)
 - a “no cost” marketing program that utilizes all available assets to promote Men's and Women's Basketball games and Athletics special events
- Maximize booking of touring events such as concerts, family shows, touring sports and entertainment events
- Work closely with Athletics and other University departments to implement league schedules and other internal requirements from University users
- Maximize booking of local and regional events such as consumer shows, trade shows, high school commencements and civic events
- Maximize ticket sales for touring events through the development and implementation of targeted marketing, promotional and public relations strategies and plans for each event. Where applicable, develop similar plans and strategies to maximize the marketing and promotion of University events as well as local civic events
- In conjunction with the selected provider of food and beverage services, maximize booking of the Conference Pavilion or other spaces within the Wolstein Center used for food and beverage functions
- Provide the highest level of facility management services for such areas as personnel, fiscal procedures and controls, purchasing, repairs and maintenance, custodial, grounds keeping and advertising/marketing
- Provide the highest level of guest service through interaction of part-time and full-time staff with patrons during events
- Protect the University's ongoing investment in the Wolstein Center and the Conference Pavilion through a high level of maintenance and overall operational standards to be implemented throughout the life of the agreement
- Involve all segments of the community, especially students, in the employment and business opportunities directly or indirectly created by the operation of the Wolstein Center and Conference Pavilion. The Company should look to use both facilities as a laboratory for students and faculty.

2. Concession and Catering Services for the Bert L. & Iris S. Wolstein Center/Gerald H. Gordon Conference Pavilion.

Terms

The University terms for contract and renewal of Concessions/Catering Services shall be as follows:

- The Initial contract shall be for a term of five (5) years with two, 5-year options for renewal. Both the initial contract and the renewal options shall be at the sole discretion of the University.
- Company will be expected to assume responsibility for the unamortized value of the capital improvements made by the current food and beverage company.
- Company will be expected to purchase liquor license(s) from University that is currently in use or otherwise deliver to the operation a liquor license(s) of similar scope. If Company purchases liquor license from University, Company will be expected to return liquor license to University at the same purchase price when agreement ends.

Background and Overview

The University seeks a qualified, experienced concessions and catering company who can successfully operate the food and beverage service for the Wolstein Center and the Conference Pavilion, given the significant impact a high quality food service can provide to the University's effort to develop and maintain a positive reputation for its Athletic Programs as well as other events. The successful bidder must have a history of successful management of concessions and catering operations similar in scope to those at the Wolstein Center and Conference Pavilion.

The University will select only one Company to provide both Concessions and Catering Services for the facilities designated above. It is expected that the successful bidder will contribute to the overall reputation of the Wolstein Center and the Conference Pavilion as a full-service, multipurpose facility of the highest quality. The successful Bidder will be responsible for provision of catering and concession service for all events in the Wolstein Center. In this capacity, will be also responsible for proper use and management of the D:1-D:2-D:3-D:3A-D:6 liquor license assigned to the Wolstein Center and compliance with all related food service and liquor license and code requirements. Additional information related to the liquor license expectations and requirements will be distributed at the mandatory pre-proposal meeting. The current concessions and catering agreement expires on October 31, 2010.

Goals and Objectives for Concessions/Catering Services

- Increase concession sales at the Wolstein Center and catering sales at the Conference Pavilion
- Increase and then maintain overall guest satisfaction for concessions and for catering
- Provide a variety of food and beverage products that have a high level of local and regional market appeal and provide an attractive menu
- Provide a compensation proposal which best responds to the University's interest in maximizing the food and beverage sales potential while at the same time meeting the University's wish to maintain reasonable concession and catering prices
- Create an atmosphere that assists in enticing donors, season ticket holders, alumni, guests and their families to attend Cleveland State University games and benefit from an enhanced guest experience. The Company shall periodically present promotional plans related to concessions offerings to the Athletic Department to ensure that these scheduled games receive the proper attention.
- Protect the University and the Company's ongoing investment in the equipment and infrastructure of fixed concession stands, portable concession stands, kitchen/commissary facilities and catering equipment/facilities through a high level of maintenance and overall operational standards to be implemented throughout the life of the agreement
- Involve all segments of the community, especially students, in the employment and business opportunities directly or indirectly created by the food and beverage and concessions operation of the Wolstein Center and Conference Pavilion

3. Marketing and Media Rights for the University and the Athletics Program.

Terms

The terms for contract and renewal of Marketing and Media Rights Services for the University shall be as follows:

- The Initial contract shall be for a term of five (5) years with one, 2-year option for renewal. Both the initial contract and the renewal option shall be at the sole discretion of the University.

Approval for all signage within the Wolstein Center, the Conference Pavilion and any other University facilities must be approved by the University. The University has restrictions regarding alcohol sponsored events and advertising. Advertising of alcoholic beverages on Cleveland State University Campus Premises is prohibited. Promotional activities by alcohol marketers require permission of the University.

Solicitation for facility sponsorships will be a shared responsibility between the University and the successful Bidder. Certain sponsorship levels may require the approval of the University's Board of Trustees.

Background and Overview

The University seeks a company with demonstrated expertise in maximizing revenue through marketing and media rights for university clients similar in size and scope to Cleveland State University. The successful bidder will be responsible for the sale of marketing and media rights across the University campus. The bidder will provide marketing and media rights for Cleveland State University including, but not limited to, the following:

- A. University Business Service Providers
- B. Naming rights for selected University facilities/spaces
- C. Other opportunities to be determined
- D. University Athletics

The successful bidder will sell the combined inventory listed above in order to maximize revenue and provide a coordinated approach with a single point of contact for participating University vendors as well as potential Athletics and non-Athletics advertisers and sponsors.

The University recognizes that it is presenting a unique opportunity for a Marketing and Media Rights Company to become involved in advertising, sponsorship and naming rights for across the Cleveland State University campus. In order to move these opportunities forward, the selected Company will need to work in close cooperation with the Office of Business Affairs and Finance and the Office of Advancement.

Goals and Objectives for Marketing and Media Rights for the University and Athletics

- Maximize revenue from all available inventory including:
 - selected opportunities with University Business Providers that result from inclusion in University RFP's for various business services
 - Athletics day of game and season long advertising and sponsorship opportunities
 - Wolstein Center signage, advertising and sponsorship opportunities
 - Naming rights for selected University facilities/spaces
 - Other opportunities to be determined
- Create opportunities at all levels of marketing and media rights and sponsorships
- Expand the University's brands to encompass regional and national opportunities
- Develop innovative initiatives to create sources of new revenue and increase current revenue streams
- Develop a strategy for execution of current opportunities as well as the development of three (3) new deliverable concepts
- Represent the best interests of, and provide the most competitive compensation to, the University for the right to commercially exploit the marketing and media rights in the areas of radio, television, corporate sponsorships, signage, event promotion, publications and the Internet
- Develop and implement a reporting plan that will keep appropriate Athletic and University staff informed of progress made in the program and its impact on sponsorship/marketing revenue
- Provide services that are in strict compliance with the NCAA, the Horizon League, and University rules and regulations.

Description of Marketing and Media Rights Opportunities

The following offers an overview of the marketing and media rights opportunities at Cleveland State University:

A. University Business Service Providers:

As Request for Proposals (RFP's) for various business services at Cleveland State University are issued University and come due, the Office of Business Affairs and Finance will include as part of each RFP the opportunity for vendors to participate in advertising and sponsorship opportunities. This will allow the marketing and media rights firm to provide bidders for University business services with a package of marketing and media rights as part of their participation in the RFP.

B. Naming Rights Opportunities are available for the following Facilities and Spaces on the Cleveland State University Campus:

- The University's MC Auditorium, which seats 474 persons.
- The University's Student Center (which is currently under construction) has naming rights opportunities for the following:
 - Ballroom
 - Media Wall
 - Meeting and Conference Rooms
 - Student Lounge
 - Atrium
 - Dining Room
- The University's College of Education (under construction):
 - Center for Educational Technologies
 - Community Learning Center
 - Tiered Classroom
 - School of Nursing
 - Nursing Simulation Labs
 - Atrium
 - Conference and Seminar Rooms
- The University's Recreation Center (completed in 2006):
 - Various fitness and recreation areas

C. Other University Opportunities – To Be Determined:

The University believes that other opportunities may develop across the University campus. The University is currently in a major development growth phase with \$400,000,000 in new construction, which may lead to other opportunities for the Company to become involved with.

D. University Athletics:

The selected Company will handle marketing and media rights for the University's Athletics Program. Current Athletics advertising and sponsorship opportunities include, but are not limited to, the following:

Fixed Signage in the Wolstein Center/ Gordon Conference Pavilion

All fixed signage in the Wolstein Center will be sold by the Company. Currently, signage consists of:

- Twenty Four (24) In -Arena large back lit panels - (8' x 12')
- Sixty (60) In-Concourse back lit concession panels (3' x 4')
- Four (4) In-Concourse static large panels (4'x8')
- Sixteen (16) In-Concourse static large panels (4'x4')

There are also three areas for marketing partners located at the entrance plazas/gates to the Wolstein Center. One of these plazas/gates is currently unsold. The other Agreements are with Time Warner Cable and Medical Mutual of Ohio.

Athletics Marketing and Media Rights Opportunities

During the last three seasons, the Men's Basketball Program has an average attendance of 2,800. The following represents the Athletics Department sponsorship and advertising inventory:

Radio Broadcast

The Broadcast of Men's Basketball games are carried on 1220 AM WHKW (50,000 watts), which serves the Greater Cleveland market and 1440 AM WHKZ (15,000 watts), which serves the Warren/Youngstown market. Selected Men's Basketball games are carried on WTAM- AM (50,000 watts) which is the home of the Cleveland Browns, Cavaliers and Indians). Available inventory includes:

- :30 Commercial Spots - one spot in every game (minimum of 30 spots)
- Opening and Closing Billboards - one opening and one closing billboard in every game (minimum of 30)
- In-Game Features - title sponsorship of various features and segments (e.g. starting line-ups, half-time show, post game shows, play of the game, etc) in every game (minimum of 30) including live mentions prior to and during segments
- In-Game Live Reads - one :15 live read in every men's basketball game (minimum of 30)

A Coaches Show featuring Men's Head Basketball Coach Gary Waters is carried on WTAM-AM. The show is broadcast 12-16 times per season. At this time, the University does not have access to commercial inventory.

Television Broadcast

- A select number of Men's Basketball games are broadcast on SportsTime Ohio. Six to eight Men's Basketball games are broadcast. In addition, SportsTime Ohio broadcasts the Coaches Show featuring Coach Waters. University Athletics has negotiated a trade deal in lieu of sales inventory.

Athletics Website

- The University Athletic Website, www.CSUVikings.com is hosted by CSTV. The University captures the primary share of local advertising, while the primary share of national advertising is retained by CSTV. The University Athletics agreement with CSTV expires June 30, 2011. The website offers video streaming of selected athletic events. Traffic counts to the site for the last two seasons are: approximately 6,000,000 page views and 700,000 unique visitors.

Day of Game Signage at the Wolstein Center for Men's and Women's Basketball

- Basketball Rotating Signage - Two 3' x 8' courtside rotating signs (one at each end of main scorers table) (minimum of 30 per game). Sponsor signage rotates every 2-3 minutes per game.
- Basketball Media Table Sign Panels - Two 3' x 8' fixed sign panels placed on the front of the courtside media table (minimum of 30 per game)
- Basketball Message Boards/PA's - Sponsor logo/message displayed on:
 - 10' x 13' full-color electronic message board - a minimum 10 times per game
 - 6' x 8' one color electronic message board - a minimum 10 times per game
 - Public address announcements – a minimum 15 times per game
- Basketball Scoreboard Sign Panels (Four Available Panels) - Sponsor logo/message on signage panels affixed to both top and bottom of two scoreboards in corner of building. Each panel is 6'6" w x 2' h.

- Team Bench Signage - Sponsor logo on chair back of both home and visiting team benches (20 chairs for home team and 17 chairs for visiting team)
- Team Bench (Under Seat Signage) - Sponsor logo on placards under both home and visiting team benches
- Basket Arm Advertising - Sponsor logo on ad panel placed on both sides of each basket arm (four total panels)
- Basket Support Advertising - Sponsor logo on two basket support pads Center. Basket pads are visible during televised home games.
- Basketball Floor Logo - Sponsor logo on basketball floor
- Floor Level Banners - 3' x 10' banners at floor level

Other Signage at Men's and Women's Basketball

The Athletics department offers the following signage opportunities at Men's and Women's Basketball Games:

- fixed signs at the courtside media tables
- a rotational unit near the team benches

There is also an opportunity to hang banners/signage on either side of the drop down curtain at one end of the basketball court. All patrons view the 100' x 200' curtain during games. The other side of the curtain is used for a 'tailgate party' during weeknight games and a 'kids zone' during weekend games

Print and Collateral

- Men's Basketball Gameday Programs and Scorecards - 3.5" x 2.25" b x w ad on all men's basketball programs and scorecards; distributed free to all fans in attendance
- Men's and Women's Basketball Yearbook - Full page b x w advertisements in 5,000 Official Yearbooks (8 pages of inventory) distributed throughout the season; includes 1/8 page advertisement in men's and women's basketball game day scorecards/programs (Yearbook published by USP, annual agreement with University)
- Men's Basketball Season Ticket Back Advertisement - name/logo/message on back of 18,000+ tickets
- Men's Basketball Group Ticket Back Advertisement - name / logo / message on back of 10,000+ group tickets used throughout season. (Two positions available).
- Men's Basketball VIP Parking Pass Advertisement - name/logo/message on back of 400 VIP Parking Passes (used 15+ times per season by season ticket holders, sponsors and other VIP's)
- Roster cards are printed for Field Hockey, Volleyball, Women's Lacrosse, Softball, Baseball, Men's Soccer and Women's Soccer (8 ½ x 11 for non basketball, 11 x 7 for basketball)

Signage at Other Athletic Facilities

- Olympic Sport Banners - 3'x10' banners are placed at tennis, volleyball, wrestling, softball, soccer, baseball and swimming/diving
- Woodling Gymnasium (3,000 capacity) - Sponsor logo on 2' x 9' scoreboard panel
- Krenzler Field (2,000 capacity) – Sponsor logo on 2' x 4' .5" scoreboard panels
- Busbey Natatorium (1,000 capacity) – Sponsor messages on 11' x 22' electronic scoreboard. Scoreboard can run commercials or logos

Athletics In-Kind Sponsorship Opportunities

The Athletics Department has a number of in-kind sponsors. The following categories for in-kind sponsorship are currently available:

- Bus Services
- Hospitality/Catering Services
- Office supplies
- Athletic Equipment
- Exercise Equipment
- Health Services
- Light and Power Services
- Cable Services

Booster Club

The Viking Club is the fundraising arm for Cleveland State University Athletics. Through its annual fund drive and solicitation of gift in kind donations, the Viking Club raises unrestricted contributions in support of student-athlete scholarships and the athletic budget. Additionally, the Viking Club aids athletic facility enhancements and other needs through capital campaigns. There are opportunities for marketing partners to become involved with the Viking Club such as sponsorship of Club events and providing assistance to the Viking Club to enhance their fundraising efforts.

4. Applicable Laws and University Regulations.

Each Bidder must warrant in its Proposal and in the performance of an award as a result of this Proposal he/she has complied and will comply with all applicable federal, state, University and local laws, ordinances and all lawful orders, rules and regulations there under.

The Bidder agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, sexual orientation, national origin, sex, age, disability or Vietnam era veteran status. The Bidder further agrees that every sub-contract for any ensuing order will contain a provision requiring non-discrimination in employment as specified above. This covenant is required pursuant to Executive Order 11246 (as amended), Laws & Regulations of the State of Ohio. Any breach thereof may be regarded as material breach of contract or purchase order and cause for cancellation. Bidders are encouraged to familiarize themselves with the applicable laws, regulations and University policies to prepare their Proposals.

Section V: MANAGEMENT PLAN FOR ORGANIZATION AND DELIVERY OF SERVICES

For Facility Management Services Bid Response

The Company should respond to each of the following qualifications in a clear, concise and comprehensive manner:

1. Provide a brief and complete history of the Company
2. Identify four (4) similar current clients, indicating the scope and length of each agreement. If you have less than four clients, indicate that your response includes your full client base.
3. Include a minimum of four (4) similar current clients the University may contact for reference purposes. Provide client entity name, primary contact name and title, phone number and mailing address.
4. Provide resumes as well as the experience, training, and past performance of those persons that the Company will put in place as the on-site management team
5. Provide a narrative description and organizational chart outlining the Company's methods of operation, operational structure, and services to be provided
6. The Company should identify a proposed compensation structure it will provide to the University for management and operation of the Wolstein Center and the Conference Pavilion that would minimize the net cost to the University. As part of the compensation structure, provide sample rental rates for the first year of the contract period. Your response is intended to give us your thoughts concerning relative value of the Wolstein Center within the marketplace. You should also indicate the basis upon which future rate increases will be requested. This will be used for evaluation purposes only. Final approval for rates requires University approval.
7. Provide a marketing, promotion and public relations plan that will maximize ticket sales for Men's and Women's Basketball. Describe in detail how the plan will aggressively grow ticket sales both for individual games and for each Team's season.
8. Describe in detail how you would increase the booking of events from the Wolstein Center's historical levels. Address how you would increase bookings for:
 - touring shows (concerts, family shows, sports and special entertainment events)
 - local and regional events such as consumer shows, trade shows, high school commencements and civic events
 - booking of University events in Wolstein Center and in the Conference Pavilion
 - booking of catered events in Wolstein Center and in the Conference Pavilion (done in conjunction with the selected provider of food and beverage services)

9. Describe in detail how you would maximize ticket sales for touring shows, University events and local/regional events. Provide a sample marketing plan for an event(s) that has taken place in one of the facilities the Company manages. The plan should include the following: group sales, media buying, promotional tie-ins, public relations strategies and related expenses. Describe the ticket sales results for the event(s).
10. Describe some of the programs you have used to market to students, faculty and alumni for your other University clients
11. Describe in detail your Guest Services program
12. Indicate what types of capital improvements you would make to the Wolstein Center and/or Conference Pavilion and what level of investment the Company would make for these improvements
13. Provide information regarding any pending judgments or lawsuits involving the Company or its subsidiaries
14. Provide a list of any sports and entertainment facilities within a 100-mile radius of Cleveland State University where the Company provides Facility Management Services. Provide a list of events for a five-year period for each of these facilities.
15. Based on Management Services the Company provides for other facilities within a 100-mile radius, indicate how you would support the Wolstein Center and the Conference Pavilion with staffing support, service relationships and purchasing leverage based on economies of scale.
16. Describe how the Company will actively work to attract events such as meetings, banquets, receptions, etc. to the Wolstein Center and, in particular, to the Conference Pavilion. In this narrative, describe how the Company will work with the following entities to book events:
 - The concessions/catering company
 - University Conference Services Division
17. Identify all similar client situations which may have been discontinued within the last four years (2006 to present). Indicate the reasons and source of initiative for ending the contract
18. Identify your Company's policies on affirmative action and employee/worker safety.
19. Provide evidence of the Company's ability to comply with the bonding requirements set forth herein
20. Provide audited and certified financial statements for your Company's past three years of operation

For Concessions/Catering Bid Response

The Company should respond to each of the following qualifications in a clear, concise and comprehensive manner:

1. Provide a brief but complete history of the Company
2. Identify four (4) similar current clients, indicating the scope and length of each agreement. If you have less than four clients, indicate that your response includes your full client base.
3. Indicate what types of capital improvements you would make to the Wolstein Center and/or the Conference Pavilion and what level of investment the Company would make for these improvements
4. Include a minimum of four (4) similar current clients whom the University may contact for reference purposes. Provide client entity name, primary contact name and title, phone number and mailing address.
5. Provide resumes as well the experience, training, and past performance of those persons who the Company will put in place as the on-site management team
6. Identify all similar client situations which may have been discontinued within the last four years (2006 to present). Indicate the reasons and source of initiative for ending the contract
7. Identify your Company's policies on affirmative action and employee/worker safety.
8. Provide evidence of the Company's ability to comply with the bonding requirements set forth herein
9. Provide audited and certified financial statements for your Company's past three years of operation
10. The Company should identify which of the following methods of payment it will provide to the University:
 - a fixed guarantee
 - a percent of gross sales
 - an investment in capital improvements as a part of the management deal
 - other arrangements to be described in detail by the bidder
 - any combination of the above
11. The Company should provide complete details of the method of payment to be made to the University for concessions and catering separately.
12. The University wishes to maintain quality concession items with reasonable prices for users of the Wolstein Center. Please provide a sample menu and menu prices during the first year of the contract period. Your response is intended to give us your thoughts concerning quality, variety and pricing for representative concession items. You should also indicate the basis upon which future price increases will be requested. This will be used for evaluation purposes only. Final approval for the pricing of menu items requires University approval.

13. Describe the catering services including representative catering menus the Company would provide.
14. The Company agrees, at its own expense, to improve the Concessions and Catering Premises to provide proper service to the patrons of the Wolstein Center and Conference Pavilion subject to the terms and conditions of this RFP.
15. The Company shall purchase and install only new or, with the permission of the University, good used fixtures, furnishings and trade equipment on the Concessions and Catering Premises. All facilities and equipment necessary to prepare and handle products offered for sale will be of the highest quality.
16. The Company should indicate the portable operating equipment and other related investments you will provide for the concession and catering operation. The Company should list any additions or enhancements to the permanent concession locations you would propose making.
17. It is important to the University to have a concessions and catering operation that will maximize sales. What kind of advertising and promotional efforts the Company would undertake?
18. Provide an overview of the alcohol training program you would implement for the Wolstein Center and Conference Pavilion. Indicate any differences between this program and programs you have implemented in other University facilities
19. Provide information regarding any pending judgments or lawsuits the Company or its subsidiaries are involved in
20. Provide a list of any sports and entertainment facilities within a 100 mile radius of Cleveland State University where the Company provides Concessions or Catering Services. Indicate how you would support the Wolstein Center and Conference Pavilion with staffing support, service relationships and purchasing leverage based on economies of scale.
21. Describe how the Company will actively work to attract events such as meetings, banquets, receptions, etc. to the Wolstein Center and, in particular, to the Conference Pavilion. In this narrative, describe how the Company will work with the following entities to book events:
 - The facility management company
 - University Conference Services Division
22. Bidders shall submit a narrative description and organizational chart outlining the bidder's methods of operation, operational structure, and services to be provided by the bidder.

For Marketing and Media Rights Services Bid Response

The Company should respond to each of the following qualifications in a clear, concise and comprehensive manner:

1. Provide a brief but complete history of the Company including, but not limited to, location of primary and satellite offices, length of years in business as it relates to this RFP, Company-wide annual sales volume, etc.
2. Identify four (4) similar current clients, indicating the scope and length of each agreement. If you have less than four clients, indicate that your response includes your full client base.
3. Include a minimum of four (4) similar current clients whom the University may contact for reference purposes. Provide client entity name, primary contact name and title, phone number and mailing address.
4. Provide a list of any sports and entertainment facilities and/or athletic departments within a 100 mile radius of Cleveland State University where your Company provides Marketing and Media Rights Services. Describe how you would provide the University with staffing support and business relationships based on economies of scale.
5. Describe your Company's experience with higher education marketing programs. Provide a list of a minimum of three (3) Universities that have retained the Company. Describe the role your Company has in each of these accounts. Indicate whether these are active clients.
6. Provide the number of employees the Company will provide as the on-site management team to fulfill the requirements of this RFP. Provide resumes as well the experience, training, and past performance of those persons the Company will put in place.
7. Provide a narrative description and organizational chart outlining the Company's methods of operation, operational structure, and services to be provided
8. Provide a brief narrative regarding the Company's sales approach to Cleveland State University and how it would be successful
9. Describe the Company's service/support philosophy, how it is carried out, and how success is measured
10. Describe your quality assurance program, its requirements and how are they measured
11. Describe the types of categories your Company would pursue for the following areas of the University:
 - University Business Providers
 - Athletics
 - Wolstein Center signage (should be packaged with Athletics opportunities)
 - Naming rights for selected University facilities/spaces

12. As the exclusive agent for marketing and media rights for Cleveland State University, provide a proposed compensation structure Financial Proposal: In this proposal, indicate a proforma of financial results by year including, but not limited to, gross and net revenue projections, as well as guaranteed rights fees and revenue sharing agreements with the University.
13. Provide your thoughts regarding opportunities to upgrade video technology in the Wolstein Center (i.e. center hung scoreboard, television screens, etc.)
14. Indicate whether the Company is currently in default on any loan agreement or financing agreement with any bank, financial institute, or other entity. Indicate whether there are any outstanding payments owed to any of the Company's Clients. If yes to either of the above, specify date(s), details, circumstances, and prospects for resolution.
15. Identify all similar client situations which may have been discontinued within the last four years (2006 to present). Indicate the reasons and source of initiative for ending the contract
16. Provide information regarding any pending judgments or lawsuits the Company or its subsidiaries are involved in
17. Please indicate whether the Company is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
18. Identify your Company's policies on affirmative action and employee/worker safety.
19. Provide evidence of the Company's ability to comply with the bonding requirements set forth herein
20. Provide audited and certified financial statements for your Company's past three years of operation

In addition to the above requirements for each of the Services, each Proposal from your Company should include the following elements:

1. Organization.

Each Proposal shall include an organizational chart and identification of the management positions it proposes for the Services including a job description for each executive and staff position; the scope of authority of each position, a description of the personal qualities and minimum qualifications and experience that will be necessary for each position; an explanation of how the Bidder would search for and select such personnel; a statement as to whether or not the Bidder has specific persons in mind for any or all of the positions; resumes for specific persons in mind for any or all of the positions; and a statement as to which personnel would be on-site versus off-site and full-time versus part-time.

The Bidder will include a proposed General Manager or Director Candidate (the "Candidate") for each of the Services it submits a proposal for. The Candidate will be responsible for the management, leadership and delivery of Services in its Proposal. Each proposed Candidate must be experienced and knowledgeable about the Services to be provided and have demonstrated a record of operational and financial success. This demonstration of operational and financial success by the Candidate should be for clients who are similar to Cleveland State University and its facilities or for clients who are in an urban setting. The University and/or its designee reserves the right to interview the proposed Candidate prior to award of this Agreement, and to approve or reject the Candidate proposed by the successful Bidder. The Candidate proposed by the bidder and accepted by the University is expected to make a long term commitment to the University for the Services.

Bidder will clearly identify any services it proposes to subcontract to a third party and provide complete information about the company, the scope and the terms as it relates to this RFP, the Proposal and the Services.

2. Personnel Policies.

In the Proposal, Bidder shall identify all of the management and non-management personnel it proposes to hire and describe the Bidder's personnel policies that would be applicable to such staff, including policies as to hiring, drug testing, wage rates, assignments, training, promotion, employee benefits, discipline, retention, supervision, evaluation, retirement and termination. Any written statements or policies of the Bidder which pertain to employment/personnel policies and procedures should be attached to the Proposal. The Bidder shall describe its proposed use of full-time versus part-time staff and its procedures to prevent over-staffing and under-staffing. The Bidder shall also describe its plans for any personnel services or staffing needs which it proposes to subcontract to third parties.

3. Fiscal Procedures.

In the Proposal, the Bidder shall describe its plans and procedures for accounting, cash handling, banking, auditing and reporting to the University. Any written policies of the Bidder relating to such fiscal procedures should be attached to the Proposal.

Bidder shall propose initial standard rates for all Services as well as University facilities in its Proposal. Under the Agreement, the successful Bidder will be expected to propose rates and/or rate changes as well as the operating budget to the Assistant Vice President for Campus Support Services and/or designee for prior review and action.

The successful Bidder will be expected to manage the Services and any University facilities in a manner which allows for complete transparency in all business matters between the University and the successful Bidder.

The successful Bidder will be required to cooperate in the conduct of all audits of Bidder scheduled by the University, its agents, the University's Department of Audits, independent auditors, or government auditors or investigators. If any such audit discloses a deficiency, Bidder will be required to promptly pay to the University any deficiency, and if the deficiency is material, for the cost of the audit.

4. Financial Arrangements for Any of All of the Services.

As an auxiliary unit, the University expects the Wolstein Center and Conference Pavilion will be self-supporting. The University will provide no direct state or tuition-based financial assistance to the operation of the Wolstein Center and Conference Pavilion. No parking revenue should be included in Bidder's projections.

The Bidder is expected to submit its best and final offer in response to any or all of the Services contained in this Request for Proposals. The University is required to base any resultant Agreement on the specific information included in the successful Proposal. The financial information included in the Proposal must include:

- **Base Fee:** The Bidder shall identify the base fee to be paid by the University for the value of its expertise. Additionally, the Bidder may identify an incentive fee or variable fee structure with the specific conditions and/or criteria by which such an incentive or variable fee would be due to the Bidder from the University.
- **Revenue Share:** The Bidder shall identify any proposed share of revenue with the University as a result of its operation of any or all of the Services. Additionally, Bidder may identify an incentive fee or variable fee structure with the specific conditions and/or criteria by which such an incentive or variable fee would be due to the University from the Bidder.
- **Gross Revenue Projections:** The Bidder shall provide its Gross Revenue projections for the first three (3) years of the Services provided with complete supporting data that can be easily understood related to the assumptions and calculations used. The University reserves the right to generate an independent Gross Revenue projection by which it may evaluate any financial arrangements proposed, as well.
- **Estimated Operating Expense Projections:** The Bidder shall provide its expense projections for the first three (3) years of the Services provided with complete supporting data that can be easily understood related to the assumptions and calculations used. Operating expenses provided must comply with University's policies related to allowable expenses as documented in Appendix B. The University reserves the right to generate an independent expense projection by which it may evaluate any financial arrangements proposed, as well.
- **Capital Investment:** The University has no specific goal or requirement related to a capital investment for any of the Services as a result of this RFP. Bidder shall identify a capital investment, if any, offered to the University from the Bidder's resources, and not from the projected operating budget for the Service(s) it provides. The University will not pay interest on any capital investment funds provided for which re-payment is expected.

5. Submission of Plans to Meet the University's Goals for each of the Following Services:

- **Facility Management, Booking and Marketing Services:** The Bidder shall define its specific objectives related to the goals of the RFP as well as its strategies to attract and/or retain events consistent with the University's goals for the Wolstein Center and Conference Pavilion. The Bidder will include representative and actual samples of materials and/or web site content used for arena facilities, which are currently or have been under its management, in collegiate and/or urban settings in the Proposal. The successful Bidder will be expected to subordinate its corporate brand and related marks to the University's identity and, specifically, to the University's facilities. The successful Bidder will also be expected to provide marketing and advertising design and content for prior review to the University's representative within a time period established by University and to maintain current web site content on the Wolstein Center website.
- **Concessions and Catering Services:** The Bidder shall define its specific objectives, strategies and plan to meet the goals of the RFP as well as its strategies for concessions and catering for the Wolstein Center and Conference Pavilion. The Bidder shall define the scope of concessions and catering offerings for Wolstein Center events as well as Conference Pavilion events. Suggested menus and pricing to be included. The Bidder shall identify the commission structure by which the University will benefit from concessions and catering sales.
- **Marketing and Media Rights Services:** The Bidder shall define its specific objectives, strategies and plan to meet the goals of the RFP as well as its strategies for development of marketing and media rights for the University campus wide as well as for Athletics.

6. Customer Service.

The Bidder shall define its objectives for any or all of the Services as well as provide detailed information regarding its customer service standards, means by which said standards are measured, and mechanism by which the Bidder will share such information with the University.

7. Contributions to Campus Community.

The Bidder will provide its plan to contribute to the Cleveland State University community for the enhancement of its academic programs and student activities and/or for the benefit of individual students by and through its provision of any of all of the Services, its corporate resources, and its established business relationships. Such contributions may not be an operating expense.

The Bidder will further define any such support offered as donated funds, in-kind contributions, and/or other resources with associated monetary values attributed as well as the intended use of said contributions (e.g. scholarships, student events).

Section VI: DEMONSTRATION OF QUALIFICATIONS

1. Experience and Clients.

Each Bidder must set forth in its Proposal a description of its qualifications and experience in any or all of the Services, including, but not limited to, Universities and/or accounts in an urban setting.

Specifically, the Bidder shall list and describe comparable services managed and operated by the Bidder during the past 10 years. The information shall include start and end date of contract or agreement, general financial terms (e.g. customer subsidized, base fee, commission based, revenue share with client), scope of the activities and operations for which the Bidder was responsible; and complete contact information for contract administrators related to all current contracts and agreements.

The Bidder must identify and distinguish between its own experience and qualifications and that of any parent company, predecessor, and/or wholly owned or partially-owned subsidiary of the Bidder.

2. References.

The Bidder shall provide a list of a minimum of five (5) references and no more than ten (10) references which shall include the company name, the name and title of the contact person, and his or her telephone number, email address and mailing address. Bidder shall also clearly describe its relationship with each reference. The University requires that at least two (2) references listed be from Services provided for an account directly associated with an institution of higher education.

3. History, Organization and Key Personnel.

Each Proposal shall describe the history and present status of the Bidder, including when it was formed and its form of organization. The Bidder shall list its principal owners, all of its officers and all other key employees, and describe their qualifications and experience. The Bidder must identify and distinguish among experience gained by such individuals, as employees of another management company or as employees of the Bidder. Resumes of such owners, officers and key employees shall be attached to the Proposal if available.

Each Proposal shall contain a complete organizational chart of the Bidder which includes all parents, wholly or partially owned subsidiaries and companies under common control with the Bidder. In addition, Proposal must contain the full name of every bidding person or firm or the president and/or secretary of the corporation included in Proposal; and if a corporation, the Proposal must give the name of the state in which it is incorporated.

The Bidder shall attach to the Proposal copies of the last three (3) annual reports and audited financial statements of the Bidder, its parent(s), if any, and all relevant subsidiaries.

4. Contract Terminations and Litigation.

Each Proposal must list all agreements or contracts for accounts that the company has ceased to operate in the past five years, including whether the agreement was terminated or not renewed, with the contract administrator's name, email address and telephone number.

Each Proposal shall also list any litigation in the last five (5) years in which the Bidder was named as a defendant and include a statement about the nature of each such lawsuit and its status.

5. Insurance and Performance Bond Requirement.

Each Proposal shall describe the kind and amount of commercial liability insurance coverage and all other insurance coverage currently and/or routinely carried by the Bidder. The successful Bidder will be required to comply with the University's insurance requirements, as listed below:

- Statutory Workers' Compensation and Employers' Liability with minimum limit of \$1,000,000 (per occurrence);
- Commercial General Liability with minimum limits of Five Million Dollars (\$5,000,000) for each accident for property damage and bodily injury. The Commercial General Liability coverage shall include, but not be limited to, coverage for premises and operations liability, independent contractors liability, completed operations liability, contractual liability, personal injury liability and broad form property damage liability.
- Employers Liability coverage, sometimes known as stopgap liability coverage with a minimum limit of One Hundred Thousand Dollars (\$100,000) per occurrence;
- Business Automobile Liability coverage with minimum limits for bodily injury liability of Five Hundred Thousand Dollars (\$500,000) for each person and One Million Dollars (\$1,000,000) for each accident and a minimum limit of One Hundred Thousand Dollars (\$100,000) for property damage liability for each accident. This coverage may alternately be provided with a minimum combined single limit of One Million Dollars (\$1,000,000) for bodily injury liability and property damage for each accident;
- Employee Benefit Insurance – as required by applicable state and federal laws;
- Liquor Liability with minimum limit of One Million Dollars (\$1,000,000) per occurrence as well as any bonding required by law; and
- Umbrella/Excess coverage \$5,000,000 per occurrence/aggregate to cover exposure in excess of the primary policies listed above. This bond or policy is to be written to cover University for all of University's property and cash in Contractor's care, custody and control. The certificate shall also indicate that in the event of cancellation of any of the policies, or reduction in coverage under same, 30 days prior written notice of cancellation or change in coverage will be given to Cleveland State University's Controller's Office.

All liability insurance policies shall name Cleveland State University, its trustees, officers and employees as additional insured and shall include a severability of interest clause with respect to claims, demands, suits, judgments, costs, charges and expenses arising out of, or in connection with, any loss, damage, or injury resulting from operations of the Contractor, Contractor's agents, representatives, employees and subcontractors.

All liability insurance policies shall name Cleveland State University, its trustees, officers and employees as additional insured and shall include a severability of interest clause with respect to claims, demands, suits, judgments, costs, charges and expenses arising out of, or in connection with, any loss, damage, or injury resulting from operations of the Contractor, Contractor's agents, representatives, employees and subcontractors.

Surety or Performance Bond: The successful Bidder will be required to provide the University with a surety or performance bond in the amount of \$500,000 to be maintained throughout the agreement. In lieu of a surety or performance bond, the University is willing to consider the deposit in the same amount into an escrow account with a third party if funds will be made available directly to the University if conditions are met.

6. Representatives.

The University and the successful Bidder will identify a representative(s) to be responsible for the development of the Agreement, which will memorialize the Proposal submitted, as well as representative(s) to be responsible for ongoing contract administration. The Bidder's representative(s) will be clearly identified in the Proposal. The Assistant Vice President for Campus Support Services and/or designee will serve as the University representative for contract development and administration. If additional representation is needed, the University will provide a written hierarchical explanation of the representatives' roles. The University representative or designee may visit one or more of the Bidder's accounts on behalf of the University including, but not limited to, university facilities as well as any other areas covered by this Proposal and the subsequent Agreement at any time during the term of the Agreement to evaluate the successful Bidder's performance.

Section VII: GENERAL CONDITIONS OF AGREEMENT

General.

The provision of this information requested in this section does not limit the successful Bidder or the University from introducing additional language for inclusion into the Agreement. The acceptance of a Proposal by the University does not constitute acceptance of any language offered by the successful Bidder in its Proposal.

Bidder Language.

As a part of its Proposal, the Bidder shall provide a sample contract and/or any additional agreement language it seeks to include in the Agreement which will result from this RFP.

University Language.

The University has provided its General Conditions for an Agreement as Appendix C. Each Bidder must fully address any and all General Condition's language to which the Bidder would take exception in writing as a component of its Proposal. Bidder is encouraged to suggest alternative language, if available.

APPENDIX A

ACKNOWLEDGMENT OF ADDENDA

This form will be maintained cumulatively by the Bidder, and whenever an addendum is received by the Bidder, the number is entered on this form, and a copy of it is then to be faxed to the following:

William Ertell
Director of Purchasing Services
Cleveland State University
Fax: : (216) 687-9361
Phone: (216) 687-3600

Addendum No. _____ Signature _____ Date _____

Addendum No. _____ Signature _____ Date _____

Addendum No. _____ Signature _____ Date _____

Addendum No. _____ Signature _____ Date _____

APPENDIX B

BIDDER'S FORM

Date: _____

To: Cleveland State University

From: _____

Dear Sir or Madam:

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid as principal, or principals, is or are named herein, and that no person other than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that it has examined the site of the service work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the specifications for the work, and other Bid Documents relative thereto, and has read all of the Addenda furnished prior to the opening of the Bids, as acknowledged below and that the Bidder is informed fully relative to the service to be performed.

The Bidder agrees, if this Bid is accepted, to contract with Cleveland State University to furnish all necessary materials, labor and incidentals necessary to perform and complete the services specified by this RFP and other Contract Documents.

Signature of Bidder's Representative

Printed Name and Title of Bidder's Representative

APPENDIX C

CLEVELAND STATE UNIVERSITY'S GENERAL CONTRACT CONDITIONS

Article I: Term, Termination and Breach

A. Termination by University for Cause.

If Bidder breaches any of the terms and provisions of this Agreement, the University shall have the right to describe such breach in a written notice sent to Bidder. Following receipt of such notice, Bidder shall have a period of sixty (60) days in which to remedy the issues referred to in such notice. If Contractor has not cured its breach within such sixty (60) day time period, the University shall have the right to send Bidder a notice of termination. Termination shall be effective thirty (30) days following the date of Bidder's receipt of such notice. Following termination, the University may procure the services heretofore provided by Bidder from other sources and may hold Bidder responsible for any directly related and reasonable costs occasioned by Bidder's breach. Refer to Section ** of this Agreement as such action may relate to any pre-determined repayment schedule for the capital investment.

B. Breach.

For purposes of this section, the term "breach" shall include without limitation any (i) proceeding, whether voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, (ii) appointment, with or without Contractor's consent, of a receiver or an assignee for the benefit of creditors, (iii) failure to provide the University, upon request, with reasonable assurances of performance or (iv) other failure to comply with or perform under this Agreement. The University shall be relieved of all further obligations hereunder, except to pay the reasonable value of Contractor's prior performance and associated shutdown costs.

C. Continue Operations After Termination.

Notwithstanding any provision herein to the contrary, the University may require Contractor to continue operations or extend this Agreement for up to ninety (90) days following the date of Contractor's termination or upon expiration of this Agreement. The nature of service and financial requirements under this contingency will be established in writing as an Amendment to this Agreement.

D. Termination by University Other Than For Cause.

The University will also have the right to terminate the Agreement without liability except for the reasonable value of Contractor's prior performance upon one hundred and twenty (120) days advance notice if the University deems such termination to be in its best interest. In addition, the University shall have the right to immediately terminate the agreement without liability, if the University believes, in good faith that performance hereunder is or would result in a violation of a statute, rule or regulation of any governmental authority or professional association with jurisdiction over any party, or the University does not have adequate funds, through appropriations or otherwise, for the University to continue the Agreement. If the University does not immediately terminate this Agreement in accordance with the preceding sentence, the parties shall attempt to amend the Agreement so that it no longer causes a violation, jeopardizes the tax-exempt status of the University or the tax-exempt status of the bonds or other securities thereof to the satisfaction of the University.

E. Termination by Contractor for Cause.

If University breaches any of the terms and provisions of this Agreement, the Contractor shall have the right to describe such breach in a written notice sent to University. Following receipt of such notice, University shall have a period of sixty (60) days in which to remedy the issues referred to in such notice. If University has not cured its breach within such sixty (60) day time period, the Contractor shall have the right to send University a notice of termination. Termination shall be effective one hundred and twenty (120) days following the date of University's receipt of such notice. At the point of such termination, the University will be responsible for the payment of fixed and variable fees due to the Contractor for the period of its service and any specific shutdown expenses that have been approved in writing by the University in advance.

F. Records.

The Contractor shall maintain complete and accurate records of all of its operations, transactions and managerial services in the performance of this Agreement in accordance with generally accepted accounting procedures. All such records shall be kept in a safe place for a period of five (5) years from the termination or expiration date of the Agreement, provided that the periods of record maintenance described herein shall continue until the final disposition of any disputes, claims or litigation arising out of Campus Dining Services or the Agreement. The University or its designees shall have the right to examine, inspect and/or audit during reasonable business hours all of the books, papers, correspondence, reports, memoranda, cash register records and other records of the Contractor which relate to the operation and management of the Campus Dining venues. The University shall at all times and at its expense have the right to receive copies of any and all such records of the Contractor, including but not limited to, records which are maintained off site.

G. Appropriations.

The parties hereto understand and agree that the performance by the University of its obligations hereunder is subject to the University receiving from the State sufficient funds to perform such obligations. Accordingly, if, at any time during the term of this Agreement, the State does not make available to the University sufficient funds to permit the University to satisfy its obligations hereunder, the University shall promptly notify Contractor. Upon the giving and receipt of such notice, either party hereto shall have the right to terminate this Agreement by written notice to the other. Upon any such termination, neither party shall have any further liability to the other hereunder except as specifically set forth in this Agreement.

H. Performance Bond.

On or before the date of commencement of this Agreement, Contractor will deliver to the University an executed standard performance bond from a surety licensed to do business in Ohio in the face amount of [See RFP]. Agreement shall not be deemed in effect unless and until the bond has been received by the University and the University has determined that said bond complies with the requirements of this paragraph. The performance bond shall remain in effect throughout the term of this Agreement. Notwithstanding the foregoing, the University acknowledges and agrees that Contractor may satisfy its obligations hereunder by obtaining, and renewing on an annual basis, a performance bond that otherwise meets the requirements of this paragraph. In lieu of a performance bond, the Contractor may place [See RFP] in escrow with a third-party to satisfy this requirement. The principal funds must be made available directly to the University by the third-party if the requirements for said funds are met. Any interest earned on the amount in escrow shall remain with the Contractor. The performance bond or funds placed in escrow with a third-party shall guarantee the faithful performance by Contractor of all of its obligations under and pursuant to the terms of this Agreement. Contractor will provide all documentation requested by the

University to the University related to the performance bond or funds placed in escrow for this purpose.

I. Relationship of the Parties.

The Contractor shall be and remain an independent contractor with respect to all services performed under the Agreement and shall have full and exclusive responsibility for its employees. The Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, workers compensation, pensions and annuities now and hereafter imposed under any state or federal laws which are measured by wages, salaries and other remuneration paid to persons employed by the Contractor on work performed under the Agreement. The Contractor shall obey or satisfy all rules, regulations and requirements issued or promulgated pertaining to such payments. The Contractor shall indemnify and hold harmless the University, its trustees, officers and employees from any contributions, taxes and liability referred to in this Agreement. The Contractor is not authorized to bind the University to any contracts or other obligations. The Contractor as employer and provider of service will be expected to follow the University's non-discrimination and affirmative action policies outlined in this Agreement and adhere to the University's rules and regulations.

J. Payment Default.

Contractor acknowledges that any default in the payment of any sums due or payable hereunder, including the submission of gross sales, if required, will result in loss and additional expense to the University, and to the extent such loss and additional expense is difficult and impractical to ascertain, Contractor therefore agrees that in the event any amounts payable or owing to the University hereunder is not paid or forwarded to the University within ninety (90) days of invoice and/or written notice. Contractor shall pay the University a late charge equal to one and a half percent (1.5%) of such amount. The University retains the right to offset payments due in excess of one hundred and twenty (120) days by keeping that amount of the weekly fixed fee.

Article II: General

A. Performance Review Meetings.

Contractor will schedule formal meetings with the University's representatives to enable the parties to review all aspects of the agreement and to allow Contractor to present to the University operational issues, completed programs, ideas for new programs, improvements and financial results. These meetings will take place at the discretion of the University and shall include the on-site General Manager, the direct supervisor to the General Manager and any other member of the Contractor's organization as deemed necessary by the University. Meetings will be held (at minimum): thirty (30) days after Agreement commences; sixty (60) days after Agreement commences; ninety (90) days after Agreement commences; and every ninety (90) days thereafter for the term of the Agreement.

B. Operational Reports.

Contractor will submit monthly operational reports to the University via. The content of said reports will include but will not be limited to financial information, facility information, use statistics, use statistics by pre-determined categories, staffing changes or issues, operational issues, and contributions made to campus community.

C. Quality of Food Service.

Contractor covenants and agrees to provide food and beverage products that are appetizing and appealing within its catering service and concessions. Contractor will use raw ingredients that are high in quality and nutrient value. Detailed attention will be given to quality

and condition of all food received, with all unsatisfactory product rejected. Contractor agrees to make reasonable efforts to purchase products from the region and will demonstrate efforts made to purchase products from the region upon written request of the University,

D. Pouring Agreements.

Contractor acknowledges that the University has entered into one or more beverage pouring agreements. Contractor covenants and agrees to honor all such existing and future agreements.

E. Key Personnel.

Contractor agrees that the General Manager, who is identified at the beginning of the contract period and remains employed by the Contractor, will provide leadership to the Bert L. & Iris S. Wolstein Center for a minimum of twenty-four (24 months) from contract start date.

F. Advertising.

The Contractor agrees to subordinate its brand and marks to those of the University, and, specifically, to the Bert L. & Iris S. Wolstein Center. Contractor shall not appropriate or make use of the University's name or other identifying marks or property in its advertising without prior written consent of University which will include the University's Office of Public Information.

Article III: Catering and Concessions

A. Exclusivity.

The Contractor will have exclusive rights to catered events in the Bert L. & Iris S. Wolstein Center. The University shall not be held responsible for ensuring compliance with this paragraph for any event held by students or faculty without the knowledge of the Assistant Vice President of Campus Support Services.

Article IV: Financial

A. Appropriations.

All financial obligations of the University under this Agreement are subject to the appropriation of sufficient funds of the General Assembly of the State of Ohio. If at any time sufficient funds are not appropriated to continue funding the payments due under this Agreement, this Agreement will terminate on the date the appropriation expires, without any further obligation by the University except as specifically set forth in this Agreement.

B. Accounting Procedure.

Contractor will provide the University with an accounting of gross revenue from each event as well as a reporting of any and all discounts or adjustments made. Contractor will submit the content and the format of said report to the University for its review and approval within ten (10) days of the start of this Agreement. Contractor shall deposit all revenue via ACH to a bank account designated by the University within a scheduled established by the University. University shall invoice Contractor for all agreed upon University supplied goods and services on a monthly basis. Contractor shall remit payment to the University within thirty (30) days of issuance.

C. Operating Budget.

On or before March 1st of each year, Contractor shall submit to the University a complete budget, by month, with estimated revenue and expenses for the University's next fiscal year (July 1 - June 30) in a mutually agreed format. It is agreed that no later than June 1 of each year Contractor and University will meet to review the budget with the intent of agreeing on an operating budget for the upcoming year.

D. Financial Reports.

On a monthly basis, Contractor shall provide to the University in writing detailed operating statements (to include sales, food costs, labor, direct costs, service management fee) showing all income and expenses for the statement period and a year-to-date summary. The year-to-date summary shall be for the then current operating year of the Agreement. Contractor shall maintain books and records in accordance with generally accepted accounting principles. The operating statements submitted by Contractor may reflect certain internal charges and allocations, which are applied on a consistent basis to Contractor accounts. Contractor shall retain all such records for a period of five (5) years. This provision shall survive termination of this Agreement.

E. Audits.

Contractor agrees to cooperate in the conduct of all audits of Contractor scheduled by the University, its agents, University's Department of Audits, independent auditors, or government auditors or investigators. All audits of Contractor by the University shall be conducted in a manner that does not unreasonably interfere with the conduct of a Contractor's business. If any such audit discloses a deficiency, Contractor shall promptly pay to the University any deficiency and, if the deficiency is material, the cost of the audit. If audit finds any deficiency on the part of the University, the University shall promptly pay Contractor for amount of deficiency.

Contractor shall keep accurate, complete and current records of all revenues and expenses in connection with services provided hereunder and shall make available to the University, agents of the University, University's Department of Audits, independent auditors or any governmental auditor or investigator all such records for inspection during reasonable business hours without requiring prior notice. Contractor shall retain all such records for a period of five (5) years. Such revenues and expenses shall be supported by electronic files, cash register tapes, invoices, sales slips, bills, vouchers, payroll records, purchase orders, and other pertinent records that, under recognized accounting practices, contain information bearing upon or relating to cost, income, Gross Receipts, or profits.

In addition, if any of the duties incidental to this Agreement are carried out through a sub-contract to which Contractor is a party, with a value or cost of \$10,000 or more over a twelve-month period, access is similarly required to the subcontractor's books, documents, and records related to the rendering of these services. Such sub-contract shall be in writing, be approved in advance by University, and shall contain a similar access clause to that set forth in this Agreement

Contractor or sub-contractor shall be subject to periodic, unannounced operational audits of the facilities by a representative of the University.

Article V: Liquor License

A. Liquor License.

All alcoholic beverages shall be sold and furnished in accordance with University policy and the laws and regulations of the State of Ohio. During the term of this Agreement, Contractor shall have the right to operate under appropriate liquor permits issued by the State

of Ohio, Department of Liquor Control, which augment Contractor's performance of its obligations under and pursuant to the provisions of this Agreement. Contractor shall make all reasonable attempts to acquire from the University or prior food service operator the Liquor Permit, which is defined at the D:1-D:2-D:3-D:3A-D:6 liquor license currently in use for Bert L. & Iris S. Wolstein Center, upon terms and conditions (including the purchase price) as shall be mutually agreed to between the University and/or prior food service operator and the Contractor.

In the event following all reasonable attempts as outlined above, Contractor is unable to acquire the foregoing liquor permit from the respective owners thereof, then Contractor shall make all reasonable attempts to obtain an alternative liquor permit(s) with at least the same privileges as the applicable Liquor Permit. Application for transfer of such alternative liquor permits to the designated locations may be made by Contractor upon receipt of the prior written consent of the University to the alternative permit and the terms and conditions of purchase of said liquor permits, and consent will be at the full discretion of the University. Provided the University has consented to the same, the purchase price for any such alternative liquor permit shall be at the University's sole expense. It is hereby agreed that the Liquor Permit or a similar permit will be designated for the Bert L. & Iris S. Wolstein Center. All costs to maintain the Liquor Permit or its alternative liquor permit shall be at the sole cost and expense of the Contractor, including but not limited to all renewal costs, all costs to comply with filing requirements of any governmental agency, and the operation under and pursuant to the above described liquor permits. Upon termination of this Agreement, Contractor shall transfer the Liquor Permit or its alternative liquor permit to the University or its designated party, for an agreed upon purchase price of \$500.00.

Contractor shall obtain and maintain during the term of this Agreement, liquor liability insurance in an amount not less than \$1,000,000.00 per occurrence, and Contractor shall cause the University to be named on said policy as an additional insured. Said policy shall provide notice to the University of not less than thirty (30) days prior to the cancellation or termination of said insurance. The University assumes no responsibility or liability by virtue of being named on said insurance policy.

Contractor hereby agrees that it will at all times operate under said liquor permits in a legal and continuous manner, free and clear of any citations, violations, tax holds or other encumbrances affecting or relating to said liquor permits, and that it will indemnify, defend and hold harmless the University from any claims, demands, actions, notices, citations, losses, suits, actions, legal or administrative proceedings, debts, damages, and expenses, including defense costs and attorney's fees, incidental or consequential damages, interest and costs (collectively "Losses"), of whatever nature, which are in any manner caused, and which arise out of or relate to: (a) Contractor's operation under said liquor permits (which were not incurred and did not accrue prior to Contractor obtaining such liquor permits), (b) Contractor's breach of this Agreement; and (c) from any of Contractor's employees or personnel involved or related to services provided pursuant to this Agreement.

B. Liquor Permit Transfers.

As a condition precedent to this Agreement, Contractor shall execute the Applications for Transfer of Ownership for all liquor permits used to render Services. The original of each and every such Application shall be delivered to the University to hold in trust pending the termination of this Agreement. Upon termination for whatever cause, Contractor hereby authorizes the University to make application for all such permits to be immediately transferred to the University or its designee. Unless the parties enter into a new agreement or extension of the Agreement, Contractor agrees to execute all reasonable and necessary documents requested by the University or its designated party and to take all reasonable and necessary steps to promptly transfer the liquor permits, to the University or its designated

party, at no charge to the University, which shall include but are not limited to applications for transfer of the liquor permits and other related documents required by the Department of Liquor Control; management agreements; purchase agreements; sales tax releases; audit requests, and bills of sale which are approved by the Contractor and Contractor's legal counsel. The University or its designee and the Contractor shall each be responsible for their own costs associated with affecting the transfer of such liquor permits.

C. Renewal of the Liquor Permit.

Contractor agrees at its sole cost and expense to do all things necessary to maintain the privileges granted by the liquor permits, including but not limited to the compliance with all laws, rules and regulations which affect the status of the liquor permits, timely tax filings and payments of all sales and withholding taxes, timely renewal of all liquor permits, and the timely payment of all fees related to such renewals. Furthermore, Contractor shall at its sole cost and expense train all servers on liquor service rules and regulations; shall take measures to ensure only those of legal drinking age are sold, furnished, and/or are in possession of alcoholic beverages including, but not limited to, wrist banding, stamping of hands, occasional patrolling of the restaurant area, and any additional measures which promote compliance with liquor related laws, rules and regulations. Contractor will also take steps to prevent open containers from being removed from the premises.

Article VI: Representations and Requirements

D. Contractor Representations.

Contractor represents and warrants that: (i) it has the power and authority to enter into this Agreement, (ii) this Agreement is the legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with the terms hereof and (iii) neither the execution and delivery of this Agreement by Contractor nor Contractor's performance of its obligations hereunder will violate or conflict with or cause a breach or default under the terms of any other agreement, document, instrument, order, judgment or decree to which Contractor is a party or by which Contractor or its assets and properties are legally subject, bound or affected.

E. University Representations.

The University represents and warrants that: (i) it has the power and authority to enter into this Agreement, (ii) this Agreement is the legal, valid and binding obligation of the University, enforceable against the University in accordance with the terms hereof and (iii) neither the execution and delivery of this Agreement by the University nor the University's performance of its obligations hereunder will violate or conflict with or cause a breach or default under the terms of any other agreement, document, instrument, order, judgment or decree to which the University is a party or by which the University or its assets and properties are legally subject, bound or affected.

F. Compliance with Laws and University Policies.

Contractor hereby covenants and agrees that in the course of Contractor's performance of its duties hereunder, Contractor shall comply with all applicable federal, state and local government statutes, ordinances and regulations, and University policies and procedures. The University will provide Contractor with copies of its policies and procedures manual and any amendments thereto as they are updated from time to time.

G. Taxes.

Contractor acknowledges and agrees that it shall be responsible for the payment of all taxes and license fees associated with the performance of Contractor's obligations under and pursuant to the terms of Section **. Notwithstanding the foregoing or any other provision herein to the contrary, nothing contained in this Agreement shall be interpreted or construed as requiring Contractor to pay or discharge any taxes with respect to any real or personal property not owned by Contractor.

H. Insurance Requirements.

Upon the execution of the contract, the Contractor will provide insurance certificates to the University's Risk Management Department evidencing the Contractor's activities under the terms of this Agreement are insured as required below. Coverage shall be purchased and maintained with the carrier or carriers satisfactory to the University and authorized to transact business in Ohio.

Certificates of insurance will show evidence of coverage, provide a thirty (30) day notice of cancellation, material change or non-renewal and for the items listed below shall name Cleveland State University as an additional insured.

At all times during the duration of this Agreement, the Contractor shall maintain at its expense the following insurance coverage:

- Commercial General Liability including coverage for: [See RFP]
- Automobile Liability for owned, hired, and non-owned vehicles: [See RFP]
- Statutory Workers' Compensation and Employers' Liability [See RFP]
- Umbrella/Excess coverage [See RFP] to cover exposure in excess of the primary policies listed above
- Liquor Liability Insurance [See RFP]

This bond or policy is to be written to cover University for all of University's property and cash in Contractor's care custody and control.

The certificate shall also indicate that in the event of cancellation of any of the policies, or reduction in coverage under same, 30 days prior written notice of cancellation or change in coverage will be given to Cleveland State University's Department of Risk Management.

All liability insurance policies shall name Cleveland State University, its trustees, officers and employees as additional insured and shall include a severability of interest clause with respect to claims, demands, suits, judgments, costs, charges and expenses arising out of, or in connection with, any loss, damage, or injury resulting from operations of the Contractor, Contractor's agents, representatives, employees and subcontractors.

The University shall be named an additional insured in all required Agreements of insurance pertaining to this Agreement and all liability policies shall include a severability of interest clause with respect to claims, demands, suits, judgments, costs, charges, and expenses arising out of or in connection with, any loss, damage, or injury resulting from the negligence or other fault of Contractor, Contractor's agents, representatives and employees.

A Certificate of Insurance verifying coverage specified must be on file with the Director of Risk Management prior to the beginning date of this Agreement. The maintenance of such insurance as outlined herein shall in no way constitute a waiver of legal liability. Contractor covenants and agrees that thirty (30) days prior to the cancellation or reduction of any insurance to be obtained under and pursuant to this Agreement, written notice will be mailed to the Director of Risk Management, Cleveland State University, Cleveland, Ohio.

In the event that the University determined that Contractor has failed to fulfill the obligations described herein, the University shall have the right to cancel and terminate this Agreement forthwith and without notice.

I. Workers Compensation.

During the duration of this Agreement, the Contractor shall be required to subscribe to and comply with the Workers' Compensation Laws of the State of Ohio and pay such premiums as may be required. The Contractor shall be responsible for providing Workers Compensation coverage for all employees including student employees. The Contractor shall hold the University harmless from any and all liability related to Workers' Compensation. No later than the effective date of this Agreement, the Contractor shall furnish the University with a copy of the official certificate or receipt showing the aforementioned payments.

J. Mutual Waiver of Subrogation on Property Insurance.

Both Contractor and University agree to waive all rights of subrogation against each other to the extent that any such loss is covered by their applicable property insurance policies.

K. Liability.

The University, to the fullest extent permitted by State of Ohio law and decisions there under, shall be responsible for any and all personal injury and property damage (excluding attorney's fees) which is attributable to the negligent actions or omissions of the University, or its trustees, officers or employees while acting within the scope of their employment, as set forth in Ohio Revised Code Section 2743.02. The parties hereby agree that nothing in this provision shall be construed or interpreted as a waiver of the sovereign immunity of the University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.

L. Indemnification and Responsibility.

The Contractor shall indemnify and hold harmless the University, its trustees, officers, employees, agents and representatives from and against all suits, actions, causes of action, claims, losses, costs (including attorney's fees), damages, expenses or liabilities arising out of or in connection with any action, error or omission (including, but not limited to, alleged actions, errors or omissions) of the Contractor, its directors, officers, employees, subcontractors, agents and representatives. The Contractor shall pay all attorney's fees, damages, court costs and other expenses arising out of any aforementioned litigation or claims incurred in connection therewith and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the University or any of its trustees, officers, employees or agents pursuant to such litigation.

The Contractor assumes sole and entire responsibility and liability for losses, expenses, damages, demands and claims arising out of or in connection with any injury (including, but limited to, death), alleged injury, property damage or alleged property damage arising in connection with, or alleged to have arisen in connection with, the actions, errors or omissions of the Contractor, its directors, officers, employees, agents or subcontractors.

Article VII: Facilities

A. Access.

Contractor covenants and agrees to provide the University with access to all areas used by Contractor in the performance of its obligations hereunder. Additionally, in cases of emergency, University security and the facilities maintenance personnel shall have the right to access all areas operated by Contractor. Contractor further acknowledges and agrees that all areas occupied and/or used by Contractor shall be subject to inspection by appropriate representatives of the state and local departments of health.

B. Coordination.

Throughout the term of this Agreement, the University shall coordinate Contractor's occupancy and use of the Bert L. & Iris S. Wolstein Center. Such individual will serve as Contractor's liaison with the University. All such issues and areas shall be addressed in a manner satisfactory to the University and consistent with the provisions of this Agreement. Throughout the term of this Agreement, the University shall have the right, but not the obligation, to adopt reasonable regulations with respect to all of the matters addressed in this paragraph and Contractor agrees to comply with all such regulations. The foregoing supervisory authority is granted to ensure Contractor performs its duties in accordance with the terms of this Agreement and not to designate the University as the primary provider for any services provided hereunder. The parties acknowledge and agree that Contractor is acting as an Independent Contractor in the performance of its duties hereunder and nothing in this Agreement is intended to create a partnership, joint venture or employment relationship.

C. Emergencies.

Contractor shall provide the University Police Dispatcher with the names and phone numbers of three management individuals who will be available at any time to call in the case of emergencies. At least one of these individuals must be available by phone 24 hours a day, seven days a week in the event of University closings, fire, or other 911 emergencies. Contractor's employees shall immediately pull the fire alarm closest to the location of a fire and immediately call the University's fire emergency number (216-687-2020). Contractor shall train all of its employees to respond to fire, civil defense, bomb threats, and other emergencies based on procedures established by the University.

D. Security.

Contractor and all employees shall comply with all University rules and regulations governing access to and conduct on the University's property. Additionally, Bidder agrees to comply with access requirements in the residence hall facilities as determined by the University. Contractor agrees to furnish Contractor's personnel with identification required for entrance to or exit from the described premises during normal work hours. It shall be the responsibility of Contractor to return employee identification within one (1) day of the employee's departure for personnel no longer employed at the facility or for employees removed from the premises at the request of the University. Contractor shall have the responsibility for determining that all appropriate equipment and lights have been turned off and appropriate doors locked at the close of operation. The areas under Contractor's jurisdiction shall be Contractor's responsibility relative to security during the scheduled hours of operation.

E. Damages, Injury, Theft.

Contractor shall give the University and the University Police Dispatcher prompt written notice of any fire or damage occurring to the premises and a copy of all notices received of any claim for bodily injury occurring within any building. Where vandalism or thefts occur to Contractor's machines, equipment or operations, it shall be the sole responsibility and liability of Contractor to insure, repair or replace damaged or stolen equipment at Contractor's expense within forty-eight (48) hours. All vandalism shall be reported to the University by and through the University Police Dispatcher immediately upon discovery. The University shall not be responsible for any of Contractor's internal losses or thefts, and any such losses must be borne solely by Contractor out of its own funds; they may not be used to diminish or be absorbed by the profits of the Agreement.

Article VIII: Equipment

A. Equipment.

All equipment purchased for use under this Agreement shall be the property of the University whether equipment is purchased by University or Contractor unless prior written approval is granted by the University to Contractor for ownership of specific equipment items.

B. University Owned Equipment.

A list of basic equipment that is owned by the University at the inception of this Agreement will be identified by the University. It shall be reviewed and signed by both parties within ninety (90) days of the commencement of this Agreement. Contractor may not remove any University and/or Contractor owned equipment from the premises without prior written permission from University. Contractor may request a copy of the inventory of University owned equipment at any time.

C. Final Inventory and Inspection of the Premises.

Upon termination of this Agreement, the University and Contractor shall jointly conduct a physical inventory of all equipment owned by the University. Discrepancies and repairs shall be corrected at Contractor's sole expense and replacement to be of a comparable quality with items in the then current University owned equipment inventory. Contractor shall surrender the building and equipment in as good a condition as at the start of the Agreement, except for ordinary wear and tear and loss or damage by fire and other perils covered by the University's fire and extended coverage policy and acts of God, and theft by persons other than the employees of Contractor without negligence on the part of it or its employees. Contractor shall be responsible for the costs of any necessary cleaning or repairs.

Article IX: Safety and Sanitation Standards

A. Quality.

Contractor acknowledges and agrees that it shall maintain high standards in its food selection and preparation and shall comply with all applicable quality control standards for all food services provided by Contractor to University.

B. Health, Safety and Sanitation.

Contractor covenants and agrees to adhere to high standards of sanitary practices as required by the health department and the University. Contractor covenants and agrees to examine all food handlers visually, at least daily, to ensure that they are following established hygienic practices in the handling of food. Additionally, Contractor covenants and agrees that the kitchen and all food preparation areas, warming ovens and storage areas will also be maintained in a clean and proper manner. Contractor shall take appropriate actions to make certain that all floors are kept clean and that trash is disposed of properly. To further ensure the quality of food service, Contractor covenants and agrees to follow the industry standard with respect to health, safety and sanitation set forth in Schedule L attached hereto and made a part hereof. Contractor covenants and agrees to maintain, at all times, the University's food facilities in a clean and sanitary manner and in accordance with all federal, state, local laws and regulations. Contractor further agrees to comply with any reasonable request of the University to refrain from using a particular type of food, substance or material for the purposes of the safety or health of any person. Contractor agrees to ensure that all areas are kept in a clean, safe and sanitary condition and to request trash removal immediately if conditions require such removal.

Article X: Personnel

A. Adequate Staff.

Contractor covenants and agrees to employ and maintain adequate staff on University premises so as to ensure consistent and efficient operation of all services specified under the pursuant to the terms of this Agreement.

B. Contractor's Employees.

All employees used by Contractor in connection with the provision of services under and pursuant to the terms of this Agreement shall be employed and paid for by Contractor and shall not be employees of the University. Contractor shall be responsible for informing its employees about applicable University policies and procedures and will support enforcement of said University policies.

C. Wage Laws.

Contractor covenants and agrees to abide by the prevailing wage laws, including, without limitation, Ohio Revised Code Chapter 4115, in the construction, repair, renovation and alteration of any facilities.

D. Equal Employment Opportunity.

Contractor acknowledges and agrees that equal employment opportunity conditions are applicable to this Agreement. Contractor covenants and agrees that it shall not discriminate, nor shall it permit any of its subcontractors or subtenants, if any, to discriminate, against any employee or applicant for employment based on race, color, religion, sex, age, national origin, sexual orientation, veteran status or the presence of a disability. Contractor shall take affirmative action to ensure that applicants are employed and treated during employment without regard to their race, color, religion, sex, age, national origin, sexual orientation, veteran status or the presence of a disability. Contractor covenants and agrees to conform to all applicable provisions of state and federal law with respect to the provision of equal employment opportunities.

E. Code of Fair Practice/Nondiscrimination.

Contractor agrees not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, creed, religion, sexual orientation, national origin, sex, age, handicap or Vietnam era veteran status. Contractor further agrees that every sub-contract for parts and/or service for any ensuing order will contain a provision requiring non-discrimination in employment as specified above.

Cleveland State University has an affirmative action program for minorities, women, handicapped, and disabled, and Vietnam Era Veterans. Executive Orders 11246 and 11375, the Rehabilitation Act of 1973, and the Vietnam Era Veteran's Readjustment Act of 1974 and the Rules and Regulations pursuant thereto are hereby incorporated by reference and are binding upon the Contractor and its subcontractors. In the event of the Contractor's or its subcontractors' noncompliance with this clause or with any of aforesaid regulations, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contract with the University.

F. Responsibility for Employees.

Contractor shall bear financial responsibility for any vandalism or loss due to dishonest acts on the part of its employees. Contractor shall notify the University in writing of impending labor, employee, and vendor problems or any other circumstances that could adversely affect the operation of the facilities. Contractor shall continue to provide services under the Agreement in the event of strikes and other labor disturbances. Contractor's employees shall adhere strictly to the University's regulations concerning personal behavior as stated in the University's Policies and Procedures Manual, provided to Contractor, and no such employees shall be assigned for work on the University's premises who are not acceptable to the University. Contractor's employees shall undergo health examinations of sufficient frequency and stringency in order to comply with local, state, and national health regulations. Contractor shall perform security background checks on all employees before they are employed on University premises. Contractor shall submit evidence of the health examinations and background checks to University upon request.

Article XI: Subcontracts

A. Subcontracts.

Contractor may not subcontract for the performance of its Services. It may subcontract those services incidental to or in furtherance of its Services under this Agreement with prior written approval of the University. Subcontractors must be approved in advance by the Assistant Vice President of Campus Support Services or a designee, and who must also approve the form and content of all subcontracts. To the extent that Contractor does subcontract any portion of its performance hereunder, Contractor shall be responsible for ensuring that such subcontractors, to the extent applicable, comply with this Agreement as well as all applicable University policies and procedures. Contractor will require all Subcontractors to carry Workers Compensation Insurance on their employees and Commercial Liability Insurance and Automobile Liability Insurance covering their operations. Such liability insurance will be in limits of not less than \$1 million per occurrence for bodily injury and property damage, and shall name the University as an additional insured. All subcontracts shall be solely entered into between the Contractor and subcontractor as the parties thereto. The University through the Assistant Vice President of Campus Support Services or a designee reserves the right to approve all agreements that Contractor wishes to sign with subcontractors for the provision of services hereunder.

The Contractor shall not assign the agreement or any portion thereof to any other party without the prior written approval of the University. All subcontracts for services to be entered into by the Contractor must have the prior written approval of the University.

Subcontracts and assignments shall be subject to the following restrictions:

- Contractor shall not enter into any subcontract which purports to bind the University, the State of Ohio or their respective officers or agents, nor shall it enter into a subcontract containing any of the following conditions:
- requiring the State or University to maintain any type of insurance either for the State's or University's benefit or for the subcontractor's benefit;
- renewing or extending this Contract beyond its initial term or continuing this Contract's benefits from term to term;
- requiring or stating that the terms of the subcontractor's agreement shall prevail over the terms of this Contract in the event of conflict;
- requiring the State or University to indemnify or to hold harmless the subcontractor for any act or omission;
- directly imposing interest, service or late payment charges on the State or University on payments not made within a certain time;
- requiring the application of the law of any state other than Ohio in interpreting or enforcing the contract;
- requiring any total or partial compensation or payment for lost profit or liquidated damages by the State or University if the contract is terminated before its scheduled expiration date;
- permitting unilateral modification of the Contract or subcontract by the subcontractor;
- binding the State or University to any arbitration or to the decision of any arbitration board, commission, panel or other entity or binding the State or CSU to bargain with any labor union;
- directly obligating the State or University to pay damages, costs of collection or attorney's fees;
- granting the subcontractor a security interest in property of the State or University; or
- requiring any direct payment by the State or University within a period of less than thirty (30) days after any invoice, due date or demand.

Contractor covenants and agrees to take all reasonable precautions for the safety of, and to provide all reasonable protection to prevent damage, injury or loss to: (i) all employees of Contractor and the University and all other persons who may be affected thereby; (ii) all of the material, whether in storage on or off the site under the care, custody or control of Contractor; and (iii) all other property of the University, including, without limitation, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

Contractor covenants and agrees to comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

All damage or loss occurring in the course of delivery, assembly and placement of furnishings and other items caused in whole or in part by Contractor or any sub-contractor or by anyone for whose acts any of them may be held liable, shall be remedied by Contractor at its expense and in a manner satisfactory to the University.

Contractor covenants and agrees that it shall not load any University property including elevators, in a manner so as to endanger the safety of personnel, University students, faculty, employees or agents, or third parties or cause damage to any structure, property or equipment.

Article XII: Miscellaneous

A. Confidentiality.

The Contractor shall keep the terms and conditions of the Agreement confidential and shall not make public any records or information pertaining to the University, the Bert L. and Iris S. Wolstein Center or services provided by the Contractor without the prior written approval of the University. The Contractor shall use any information regarding the University and the Bert L. & Iris S. Wolstein Center only for the provision of services under this Agreement.

B. Conflict of Interest.

During the duration of the Agreement, no employee or officer of the Contractor shall have or acquire any direct or indirect personal interest which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the Contractor's obligations under the Agreement. The Contractor warrants that no officer, member or employee of the University has any personal or financial interest, direct or indirect, through the Contractor in this Agreement or in the services to be provided under this Agreement, and will not in any manner or form benefit from this Agreement.

C. Notices.

All notices and communications under this Agreement shall be delivered personally, by nationally recognized overnight courier or by certified or registered first class U.S. Mail, postage prepaid (unless applicable law requires another method of delivery or service), to Contractor or University, as the case may be, at the following addresses or to such other addresses as either party may, from time to time, designate in writing. All notices shall be in writing and shall be deemed to be given upon actual receipt if delivered personally, the next business day after delivery to a nationally recognized courier or two (2) business days after standard mailing.

D. Governing Law, Entire Agreement and Amendments.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any action or proceeding against any of the parties relating in any way to this Agreement or the subject matter hereof shall be brought and enforced exclusively in the competent courts of Ohio. This Agreement represents the entire agreement between the University and the Contractor and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral. This Agreement may be amended only by written agreement of the University and the Contractor.

E. Third Party Beneficiaries.

Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

F. Rules of Construction.

The normal rules of construction that require the terms of an agreement to be construed most strictly against the drafter of such agreement are hereby waived since both Contractor and the University have been represented by counsel in the drafting and negotiation of this Agreement.

G. Force Majeure.

Neither party shall be in default pursuant to the terms of this Agreement or liable to the other party for any failure to perform or for delay in performance with respect to any obligations under or pursuant to the terms thereof, except obligations to make payment of amounts due and owing through the date of cessation of service, due to acts of God, acts of public authorities, wars, insurrections, riots, civil disturbances, strikes, lock-outs or labor disturbances, fires, floods, explosions, earthquakes, breakage or accidents to equipment, or failures or delays of suppliers or carriers, or any other cause, whether the kind enumerated in this section or otherwise, not reasonably within the control of the party claiming inability to perform. Each party agrees to endeavor to resume its performance under this Agreement if such performance is interrupted by reason of force majeure.

H. Ohio Revised Code Section 9.24 Warranty

The Contractor warrants that it is not subject to an “unresolved” finding for recovery under Ohio Revised Code Section 9.24. If the warranty is deemed to be false, the Agreement is void *ab initio* and the Contractor must immediately repay to the University any funds paid under this Agreement.

I. Campaign Contributions.

Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

J. Conflicts Of Interest And Ethics Compliance.

No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to University in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless University shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Governor’s Executive Orders may be found by accessing the following website:

<http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

K. Findings for Recovery.

Contractor warrants that it is not subject to an “unresolved” finding for recovery under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void *ab initio* and Contractor shall immediately repay to University any funds paid under this Agreement.

L. Declaration regarding Material Assistance/Nonassistance to a Terrorist Organization

Contractor hereby represents and warrants to University that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered “no” to every question on the “Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization.” Contractor further represents and warrants that it has provided or will provide such to University prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void *ab initio* and Contractor shall immediately repay to University any funds paid under this Agreement.

M. Headings.

The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation.

APPENDIX D

CLEVELAND STATE UNIVERSITY - UNAUTHORIZED OPERATING EXPENSES

Unauthorized Expenses: Expenses which are to be paid by the successful Bidder and are not to be included on successful Bidder's statements or used to offset revenues from the Bert L. & Iris S. Wolstein Center include but are not limited to:

1. The expense of payroll computations and the disbursement of the payroll
2. Wages, salaries, employee benefits, and bonuses of corporate office employees and general administrative, executive, and management officers
3. Accounting expenses including costs of producing financial reports
4. Corporate office management costs such as general management overhead, transportation of management personnel, and any other indirect management costs as related to this agreement
5. Repairs necessary as the result of the acts or omissions of the Contractor or its employees
6. Monies or other property, lost or stolen, either on or off University premises
7. Express delivery charges of any type, except those with prior approval by the University
8. Inventory interest or carrying cost, except those authorized in this agreement
9. Excessive overtime pay (limits to be determined in consultation with University)
10. Legal expenses
11. All taxes, except for retail, payroll and property taxes
12. Relocation expenses of any of the Contractor's employees
13. Interest charges on any loans incurred by the Contractor, unless specifically authorized by the University
14. Modem/T1/Internet charges and any extra telephone lines
15. Memberships in local or national groups of any type
16. Costs for any Contractor employee to attend seminars or conferences of any type, unless specifically approved by the University
17. Travel expenses of all personnel above the General Manager
18. Contractor's personal use of the facilities
19. Anything else not expressly identified in the operating budget and approved by the University

APPENDIX E

CLEVELAND STATE UNIVERSITY - FOOD PURCHASE SPECIFICATIONS FOR CATERING AND CONCESSIONS

The minimum purchase specifications for food service that must be adhered to by the Contractor shall include but are not limited to:

1. All meats, meat products, poultry, poultry products, and fish must be Government inspected.
2. Beef, lamb, and veal shall be U.S.D.A. Grade Choice or better.
3. Pork shall be U.S. No. 1.
4. Poultry shall be U.S. Government Grade A.
5. Fresh fish and seafood shall be top grade; frozen fish and seafood shall be a nationally distributed brand, packed under continuous inspection of the U.S.D.A.
6. Eggs -- fresh U.S.D.A. or State graded "A"
7. Butter -- U.S.D.A. Grade "A" (92) score
8. Cheese -- U.S.D.A. Grade "A" for all graded cheese
9. Milk and Milk Products -- U.S.D.A. Grade "A"
10. Fresh fruits and vegetables -- U.S.D.A. fancy to U.S.D.A. Number "1" shall be used for all graded fresh vegetables and fruit as a minimum specification.
11. Dry stored items and canned goods -- Grade "A" fancy.
12. Frozen fruits and vegetables -- U.S.D.A. Grade "A".
13. All food items shall be procured in accordance with NACUFS Professional Standards Manual, Section VII, and Systems for Quality Assurance.
14. Successful Bidder will be expected to demonstrate efforts to purchase products which have been locally grown and/or produced.

