



CENTRAL OREGON COMMUNITY COLLEGE

REQUEST FOR PROPOSAL

1616-26

FOOD SERVICE PROVIDER

Date Issued: February 4, 2026

Proposals Due: March 23, 2026 at 2:00PM (Pacific)

Submission Method: Electronic PDF submission via email to procurement@cocc.edu. Late proposals will not be accepted.

Contact:

Central Oregon Community College
Procurement Office
procurement@cocc.edu

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SECTION 1: REQUEST FOR PROPOSAL (RFP)

Proposals for RFP **1616-26** for Central Oregon Community College (“COCC” or “the College”) will be accepted by COCC’s Procurement Office electronically at <mailto:procurement@cocc.edu> until **2:00PM (Pacific) on March 23, 2026**. Proposals received after the time fixed for receiving proposals cannot and will not be considered.

A complete set of RFP documents may be obtained by going to the following web address, https://cocc.edu/departments/cfo/procurement/public_solicitations, or by contacting the COCC Procurement Office at procurement@cocc.edu

All Proposals submitted shall contain a statement as to whether the Proposer is a resident or non-resident Proposer, as defined in ORS279.A.120.

Pursuant to ORS 279B.100, the College may reject any bid not in compliance with all prescribed bidding procedures and requirements and may reject all Proposals if, in the judgment of the College, it is in the public interest to do so.

Proposals may not be withdrawn after the submission deadline and before contract award, unless the award is delayed more than ninety (90) days from the proposal due date.

The College is not responsible for any Proposers’ costs incurred while submitting a proposal; all Proposers who respond to solicitations do so solely at their own expense. Central Oregon Community College, a Community College District created within the context of Oregon Revised Statutes, is an Equal Opportunity Employer. Minority and Women-Owned Businesses are encouraged to participate in this solicitation.

The College may waive any or all informalities and irregularities, may reject any proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding of the College that it is in the public interest to do so.

The COCC Procurement Office is the sole point of contact for this solicitation. All communication between the Proposer and the College regarding this solicitation shall be in writing, submitted to the email address listed above. Email inquiries shall be identified in the subject lines with “**RFP 1616-25 Inquiry**”.

Proposers are to rely on written statements issued exclusively by the COCC Procurement Office. Any other communication will be considered unofficial and non-binding. Communications directed to anyone other than the COCC Procurement Office will have no legal bearing on this RFP or the resulting contract(s).

SECTION 2: SCHEDULE

The schedule of events set out herein represents the College’s best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted accordingly.

2.1 SOLICITATION SCHEDULE

2.1.1 SOLICITATION SCHEDULE

ISSUE RFP	FEBRUARY 4, 2026
PRE-PROPOSAL MEETING	FEBRUARY 25, 2026
DEADLINE FOR QUESTIONS	MARCH 4, 2026
LAST ADDENDA ISSUED	MARCH 9, 2026
RFP CLOSES	MARCH 23, 2026
EVALUATION	MARCH 24 – 31, 2026
INTERVIEWS (IF SCHEDULED)	APRIL 6 – 10
NOTICE OF AWARD	APRIL 15, 2026
IMPLEMENTATION START DATE*	JULY 1, 2026

**Pending Board of Director’s approval when required.*

2.1.2 PRE-PROPOSAL MEETING

A pre-proposal meeting and site tour will be held at 1:30 PM on Wednesday, February 25, 2026, at the Coats Campus Center Building, Wille Hall, 2600 NW College Way, Bend, OR 97703. The purpose of the meeting is to review the scope of work, answer proposer questions, and allow interested parties to become familiar with the site and existing conditions that may affect the services and pricing proposed.

Attendance is strongly encouraged. Proposers will be required to submit a Site Risk Acknowledgment (Attachment C) with their proposal, confirming that they assume responsibility for any site-related conditions not identified prior to submission. Failure to attend will not disqualify a proposal.

Any statements made by College representatives at the meeting are not binding unless confirmed by written addendum issued through the solicitation process. The meeting is held for the benefit of proposers.

Note: The meeting will include a site tour of the food service facilities listed within and will occur regardless of any inclement weather conditions on the scheduled day. Please plan for two hours for the meeting.

SECTION 3: INTRODUCTION AND GENERAL INFORMATION

3.1 OVERVIEW

Central Oregon Community College was founded in 1949. It is the oldest continuously operating community college in Oregon, with the district formed in 1959.

In the early 1960s, a 140-acre tract of land in Bend established COCC's main campus. Over time, smaller purchases and donations increased the size of the Bend campus to approximately 202 acres. Construction on the Bend campus began in 1963. The first three buildings were completed in 1964. Three more buildings were constructed in 1965. Six additional buildings opened over the next 10 years. The late 1980s and 1990s saw the addition of an administration building, a library, and a multipurpose building. Since 2010, COCC Bend has added the Cascades Hall, Coats Campus Center, the Jungers Culinary Center, the Health Careers and Science Centers, and a student residence hall with approximately 320 beds.

Currently, there are 26 buildings on the Bend campus, totaling approximately 671,743 square feet. The Bend campus serves as the College's primary administrative, academic, and student services hub and hosts the majority of on-campus student activity.

On the 25-acre Redmond Campus, four buildings totaling approximately 88,998 square feet, serve students with a variety of career and technical programs as well as transfer eligible classes.

In 2011, COCC opened campuses in both Madras (approximately 10,000 square feet) and Prineville (approximately 12,000 square feet) providing classes and services to residents of Jefferson and Crook Counties.

The College continues to invest in its regional campuses to support workforce development and community needs. The Madras Campus includes facilities supporting health careers, early childhood education, and other workforce-aligned programs.

3.2 COLLEGE INFORMATION

Central Oregon Community College is a comprehensive, two-year college offering career and technical education certificates and degrees, lower division transfer education, community education courses, and a variety of speakers and events for the community.

COCC was founded in 1949 and later established as an independent community college district. The College District encompasses approximately 10,000 square miles, serving all of Crook, Deschutes, and Jefferson Counties, as well as portions of Wasco and Klamath Counties.

Today, the College serves more than 13,000 students annually and is accredited by the Northwest Commission on Colleges and Universities. Central Oregon Community College is an affirmative action, equal opportunity institution and is governed by a locally elected Board of Directors.

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The College operates across multiple campuses and instructional sites and serves a diverse population of traditional, non-traditional, part-time, and full-time students.

3.3 GETTING TO THE BEND CAMPUS AND MAP

Campus maps, parking information, and driving directions are available at:
<https://www.cocc.edu/about/maps/>.

Visitors may pick up guest parking permits from the Information Office or Campus Safety, both located on the first floor of the Boyle Education Center. Proposers need to procure a temporary parking permit or use the campus map to determine where parking not requiring a permit may be located.

The College is not responsible for any costs incurred by the Proposer for parking fines or towing charges.

Proposers are encouraged to review campus maps in advance when planning site visits, interviews, or on-campus demonstrations.

3.4 LANGUAGE

Conditions of this RFP that include the word “must” or “shall” describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. Failure to meet a mandatory requirement shall disqualify a proposal. This solicitation document and the Proposer’s response information shall become part of the Contract.

3.5 STATUTORY AUTHORITY

This RFP and the resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279B of the Oregon Revised Statutes, and Division 137-46 and 137-47 of the Administrative Rules of the Oregon Department of Administrative Services.

This RFP and resulting Contract may be subject to other laws and rules. Proposers should obtain and become acquainted with the applicable provisions of the above laws and rules. This RFP is a formal solicitation pursuant to ORS 279B.

SECTION 4: CURRENT ENVIRONMENT

4.1 STUDENT & STAFF POPULATION

The College operates on a four-term academic calendar consisting of Fall, Winter, Spring, and Summer. The College provides residential housing for approximately 320 enrolled students, all of whom are required to purchase a Board Meal Plan each term.

The campus coffee shop and catering services operate year-round; however, dining program sales occur primarily during the Fall, Winter, and Spring terms. Operations are limited during academic term breaks. During the Summer term, food service activity is generally limited to catering and select dining hall operations associated with conferences and special events.

The Bend campus employs approximately 450 benefitted employees, in addition to numerous part-time and temporary employees, and serves approximately 4,450 students enrolled in credit-bearing classes.

Enrollment (Headcount)	2021-22	2022-23	2023-24	2024-25
Total Credit	5,697	5,807	6,084	6,393
Total Non-Credit	6,310	6,374	6,581	6,629
Total Enrollment Headcount	10,893	11,109	11,459	11,775

Residence Hall Occupancy Rates			
	2022-23	2023-24	2024-25
Fall	304	318	280
Winter	275	289	263
Spring	221	246	227

**Note: In 2020-21 & 2021-22 the residence hall was closed due to the COVID-19 pandemic.*

4.2 CURRENT MEAL PLANS

The primary residential dining periods align with the Fall, Winter, and Spring academic terms, with approximately 80 service days during Fall term and approximately 75 service days during both Winter and Spring terms. All students residing in the College's residence halls are required to purchase a meal plan.

For the 2025–2026 academic year, the College offers the following meal plan options during the Fall, Winter, and Spring terms:

- **Preferred** (\$5,945 per year): 19 meal swipes per week and \$100 in flex spending per term
- **Standard** (\$5,476 per year): 14 meal swipes per week and \$200 in flex spending per term
- **Basic** (\$5,010 per year): 9 meal swipes per week and \$400 in flex spending per term
- **Starter** (\$4,806 per year): 7 meal swipes per week and \$500 in flex spending per term

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A limited number of resident students may remain in the residence halls during the Thanksgiving holiday, Winter and Spring breaks (with move-in permitted one day prior to the start of the term), and during the Summer term. At this time, meal service is not provided to residents during these periods.

4.3 DINING FACILITIES

The College currently operates two primary food service outlets on the Bend campus, both located in the Coats Campus Center:

- **Dining Hall:** Approximately 4,167 square feet, with seating for 330–350 patrons at a time, plus additional outdoor seating on both the west and east sides of the building.
- **Café:** Approximately 493 square feet, with seating for 24 patrons indoors and 8 patrons outdoors. The Café serves coffee, tea, beverages, pastries, lunch items, and related offerings and operates with extended hours.

Current hours of operation are provided below. Proposers should include their recommended hours of operation as part of their RFP response.

4.3.1 Dining Hall - Coats Campus Center

The Dining Hall is designed primarily to serve the residential student population; however, service is available to the broader campus community, including non-resident students, faculty, staff, and community members. Food services provide daily meal service to students residing in the College-operated residence hall during the academic year.

The residential dining program includes approximately 230 board days during the academic year. The current program consists of a fixed, all-you-can-to-eat meal format combined with a flex-account dollar option. Meal service in the Dining Hall includes breakfast, lunch, and dinner Monday through Friday, and brunch and dinner on Saturdays and Sundays.

Meal plan options vary by term based on the Resident Meal Plan selected and are not transferable between individuals. Flex dollars may be used at all food service venues, including the Dining Hall and Café. Unused flex dollars carry forward from term to term and expire at the end of the Spring term.

Operating Hours

Day	Service Periods
Monday–Friday	7:00 a.m.–2:00 p.m. (breakfast & lunch)
	5:00 p.m.–7:45 p.m. (dinner)
Saturday–Sunday	11:00 a.m.–2:00 p.m. (brunch)
	5:00 p.m.–7:45 p.m. (dinner)

4.3.2 Café – Coats Campus Center

The Café is equipped to support a traditional coffee shop operation and includes a bakery display case, espresso machine and grinder, refrigerator, soup well, convection air impingement oven, microwave speed oven, and other related equipment.

Operating Hours

Day	Hours
Monday–Thursday	7:00 a.m.–5:00 p.m.
Friday	7:00 a.m.–3:00 p.m.
Saturday–Sunday	Closed

Historical Gross Sales - Cafe

Fiscal Year	Gross Sales
2022	\$74,543
2023	\$75,530
2024	\$94,149
2025	\$120,415

4.4 CAMPUS CATERING

The Food Services Provider has first option in providing all general catering services to the COCC Bend campus community, including coffee service, supporting outdoor events, and large coordinated events hosted by on or off campus recipients.

The Food Services Provider’s quality of service, value, and reputation significantly influence the College’s public image. The Provider shall deliver catering services that meet or exceed industry standards while also offering affordable programs and options accessible to the campus community.

Historical Gross Sales - Catering

Fiscal Year	Gross Sales
2022	\$58,733
2023	\$97,921
2024	\$130,615
2025	\$157,143

4.5 SUMMER CONFERENCES

On average, the College hosts between six to eight (6-8) conferences and camps over the summer, from the end of June to the first part of September. Groups range in size from thirty (30) to 330

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participants. As COCC’s conferencing events continue to grow, so will the need for food service during these types of events.

Historical Gross Sales – Summer Conferences

Fiscal Year	Gross Sales
2022	\$8,856
2023	\$16,519
2024	\$44,563
2025	\$20,195

4.6 TERM BREAKS

COCC operates on a quarter system. Term breaks include Fall term break (generally at the end of September), Winter term break (generally mid-December to first week in January), Spring term break (generally the third or fourth week in March), and Summer break (generally late August to the third week in September). Proposers will be asked to detail recommendations for potential food service during term breaks as part of the RFP response.

4.7 HOLIDAYS

Aside from residence hall meals, the Food Service Provider will not be required to keep operations open on holidays (currently scheduled College closures for holidays are New Year’s Day, Veterans Day, the day of and day after Thanksgiving, Martin Luther King Day, Memorial Day, Juneteenth, the Friday before Labor Day, Labor Day, and the Monday after Labor Day; in addition, the College is generally closed the week of Christmas). Note: COCC’s current academic calendar can be found on the COCC website, by clicking on the “Academics” link at the top of the page.

SECTION 5: INSTRUCTIONS TO PROPOSERS

5.1 QUESTIONS

5.1.1 The Procurement Office will be the sole point of contact for the College during this procurement. Any other communication will be considered unofficial and non-binding. Communications directed to parties other than the COCC Procurement Office will have no legal bearing on this RFP or the resulting Contract(s).

5.2.1 It is the Proposer's responsibility, prior to deadline indicated in Section 2, to ask questions, request changes or clarifications, or inform the College if it believes the language, specifications, or requirements of an RFP are ambiguous, contradictory, contrary to law, or likely to limit competition.

5.3.1 Unless a different timeline is provided in the RFP, questions received less than seven (7) calendar days prior to the date proposals are due may not be answered. Clarifications of any provision of the solicitation document are binding only if the College amends the solicitation document by Addendum.

5.4.1 Failure of Proposer to comply with provisions of Section 4.1.2 waives Proposer's rights to contend later that either the RFP or contract is ambiguous, contradictory, contrary to law or likely to limit competition.

5.2 ADDENDA

5.2.1 Any changes to this RFP will be issued by addenda. Proposers must acknowledge receipt of all addenda by completing the appropriate section of the Proposal Response Form (Attachment A).

5.2.2 The College will make a good-faith effort to notify prospective Proposers of issued addenda by email using the contact information provided at the time of registration or inquiry. It is the sole responsibility of each prospective Proposer to monitor the solicitation webpage and/or email communications and to ensure that all addenda have been received and reviewed prior to submitting a proposal. All addenda will be posted on the College's solicitation webpage and may also be distributed by email.

5.2.3 At its discretion, the College may extend the RFP closing date and time to allow prospective Proposers to review and respond to addenda. Any extension of the closing date and time will be announced in the applicable addendum.

5.2.4 Addenda shall be issued within a reasonable time to allow prospective Proposers to consider the addenda in preparing their Proposals, but in no case less than 72 hours before the RFP closing time unless it is in the public interest to do so.

5.2.5 It is the Proposer's responsibility to check for addenda, responses to inquiries and/or questions, cancellations, or intents to award, and any and all additional information regarding this opportunity. It is not the College's responsibility to ensure that participating Proposers have received any of the above.

5.3 RECEIPT AND OPENING OF PROPOSALS

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5.3.1 No responsibility will be attached to any official of the College for the premature opening of, or the failure to open, a proposal not properly addressed and identified. It is the Proposer's responsibility to ensure that the proposal has been delivered to the location specified on the cover page.

5.3.2 At the time fixed for the opening, the proposals shall be opened to avoid disclosure of contents to competing proposers. No information, other than the name of the Proposer, will be disclosed before notice of award of the contract identified herein or until this solicitation is terminated or cancelled.

5.4 IMPLIED REQUIREMENTS

Any products or services not explicitly identified in this solicitation, but necessary to deliver the functionality proposed by the Proposer, must be included in the Proposal.

5.5 INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

Proposers shall promptly notify the College of any ambiguity, inconsistency or error, which it may discover upon examination of the solicitation documents or of the proposed sites (if defined) and local conditions. Proposers requiring clarification or interpretation of the solicitation documents shall make a request via email to the COCC Procurement Office.

5.6 PROPOSAL ERRORS

The College is not responsible for any error or omission Proposer makes in submitting its proposal. Proposer will not be allowed to alter proposal documents after the deadline for submission. The College reserves the right to contact the Proposer for clarification of proposal contents.

5.7 MODIFICATION OR WITHDRAWAL OF PROPOSAL

5.7.1 A submitted Proposal may not be withdrawn or canceled by the Proposer ninety (90) calendar days following the time and date designated for the receipt of Proposals or modified except by College-requested non-material clarification and supplementary submittals. (Material content involves quality, quantity, price and delivery.)

5.7.2 Proposals submitted early may be modified or withdrawn only by notice to the COCC Procurement Office prior to the time and date designated for receipt of proposals. Such notice shall be in writing or may be transmitted via email. All such communications shall be so worded as not to reveal any material contents of the original proposal.

5.7.3 Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided they are fully in conformance with the Instructions to Proposers.

5.8 PROTEST OF SOLICITATION DOCUMENTS

5.8.1 Procedures for protesting solicitation documents are set forth in Oregon Administrative Rule (OAR) 137-047-0730.

5.8.2 Proposers who believe that any provision of this RFP is unnecessarily restrictive or limits competition may submit a written protest to the COCC Procurement Office in accordance with that rule.

5.8.3 Protests concerning the RFP, including requests for changes of particular provisions or specifications or other terms and conditions, shall be submitted in writing no later than seven (7) calendar days following the issuance date of this RFP. Any such protest shall include the reason for the protest supported by documented factual information and any proposed changes to the requirement. The College shall review the protest, and shall respond in writing, albeit on a preliminary basis, not later than four (5) calendar days before the closing date for submittals. The College will not consider any solicitation protest submitted after the deadline established herein.

5.9 PROTEST OF AWARD

5.9.1 The College will issue a Notice of Intent to Award when a Proposer has been identified for recommendation for award. Pursuant to OAR 137-047-0740.

5.9.2 Any Proposer who claims to have been adversely affected or aggrieved by the selection process and wishes to protest any part of the process and any associated decision shall deliver a written protest within seven (7) calendar days after Notice of Intent to Award is issued, or as calculated by the Oregon Rules of Civil Procedure ORCP 10(A). To be adversely affected or aggrieved, the Proposer must demonstrate that higher-ranked Proposers were ineligible for selection and provide all necessary detail for such a claim. Claims made without supporting detail will not be considered. The College will not consider any protest submitted after the protest period established herein. The College will immediately consider all timely and detailed protests and will rule on the validity of each protest at its earliest opportunity. All such rulings will be final.

5.10 PUBLIC RECORD

5.10.1 All proposals submitted become the property of the College and, as such, are considered public information and subject to public disclosure under Oregon's public records laws, including ORS 192.345 and ORS 192.355, and consistent with ORS 279B.060(2)(b), which allows the College to withhold exempt or conditionally exempt proposal information.

5.10.2 Following the Notice of Intent to Award, the public may view proposal documents, but the College is entitled to withhold from disclosure any materials defined as exempt or conditionally exempt from disclosure pursuant to the Oregon Public Records Act.

5.10.3 Pages or specific information specifically marked "proprietary" and submitted in a separate envelope will be treated as such unless they are in violation with the ORS listed above.

5.10.4 Unless pages qualify as such within the context of the regulations stated in the preceding paragraph, the College will make available to any person requesting information through the College's processes for disclosure of public records, any and all information submitted as a result of this solicitation without obtaining permission from any Proposer to do so. Prices, makes and model or catalog numbers of items offered; scheduled delivery dates; and terms of payment will not be confidential but will be publicly available regardless of any designation to the contrary.

5.10.5 Proposers not awarded the Contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee, subject to the College's authority to withhold documents, as stated above.

5.11 PROPOSER REPRESENTATION

5.11.1 Proposers, by the act of submitting their proposals, represent that they have read and understand the proposal documents, they have familiarized themselves with the local conditions under which the work will be done, and their proposal is based on the requirements described in the proposal documents without exception. Further, proposals submitted are made in accordance therewith and all applicable laws, regulations, ordinances, and resolutions dealing with or related to this procurement have been reviewed.

5.11.2 The failure or neglect of a Proposer to examine such documents, laws, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to the contract ultimately issued as a result of this RFP.

5.11.3 No claim for compensation will be allowed which is based upon a lack of knowledge of any aspect of the RFP, attachments, addenda (if any), laws, regulations, ordinances, or resolutions.

5.12 CONTRACT LANGUAGE

5.12.1 The proposal package and the signed College-issued Proposal Response Form by Proposer shall be considered as an offer by Proposer for the Food Service Provider and acceptance of all terms and conditions of the Request for Proposal and its attachments, which may be accepted by the College as the contract for the Food Service Provider or, at College's option, modified as set forth hereinafter.

5.12.2 Proposer shall carefully review all terms and conditions stated herein, and comment on any terms and conditions that they have concerns with. Additionally, Proposer must submit any amended or additional terms they want the College to review with their proposal. Terms and conditions not submitted with the Proposal will not be considered at any later date.

5.12.3 Should Proposer require that a standard company contract be signed, a copy of this contract must be submitted along with the proposal.

5.12.5 If submitted, this contract will be evaluated to make certain that it does not deviate from the conditions of this proposal package. Should the submitted Proposer contract deviate from the terms and conditions of the proposal package, said contract will be modified by the College for compliance.

5.12.5 Once this proposal has been awarded, and a valid contract has been signed, no other Proposer contract language will be considered. Any contracts language submitted by the Proposer after such award will be considered a counter offer and may be subject to rejection and/or cancellation.

5.13 CONFLICT OF INTEREST

By submitting a bid, a Proposer certifies that no officer, agent, or employee of the College who has a pecuniary interest in this Agreement has participated in preparation of the proposal or resulting Agreement, that the bid was made in good faith without fraud, collusion, or connection of any kind with any other Proposer of the same proposals, and that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

5.14 RESERVATIONS

COCC reserves all rights regarding this RFP, including without limitation, the right to:

- 5.14.1 During the solicitation or negotiation process, reject all proposals and cancel the solicitation without liability
- 5.14.2 Waive any and all irregularities in proposals submitted
- 5.14.3 Seek clarification of each firm's proposal
- 5.14.4 Reject any proposal that fails to comply substantially with all prescribed solicitation procedures and requirements
- 5.14.5 Negotiate the statement of work within the scope of work described in this RFP and to negotiate the rate
- 5.14.6 Negotiate the final contract which is in the best interest of COCC considering cost effectiveness and the level of Proposer time and effort required for the project
- 5.14.7 Amend or extend the term of any contract that is a result of this RFP
- 5.14.8 Engage Proposer for different or additional services independent of this RFP process and/or any contracts/agreements entered into pursuant hereto.

5.15 REJECTION OF PROPOSALS

5.15.1 The College reserves the right to reject any or all proposals received as a result of this request. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- i. Failure of the Proposer to adhere to one or more of the provisions established in this RFP.
- ii. Failure of the Proposer to submit a proposal in the format specified herein.
- iii. Failure of the Proposer to submit a proposal within the time requirements established herein.
- iv. Failure of the Proposer to adhere to ethical and professional standards before, during or following the Proposal process.

- v. Failure of the Proposer to provide all costs and fees requested and, in the format, specified.

5.15.2 The College may reject any proposal that does not comply with all prescribed public procurement procedures and requirements, including the requirement to demonstrate the Proposer's responsibility under ORS 279B.110. The College may also reject, cancel, or postpone the solicitation or any or all proposals for good cause in the public interest, consistent with ORS 279B.100.

SECTION 6: SCOPE OF WORK

6.1 OVERVIEW

Central Oregon Community College seeks a Food Services Provider capable of delivering high-quality, convenient, and affordable dining services to students, faculty, staff, and campus visitors. Dining services are an essential component of campus life and contribute to the College's social environment, as well as to student recruitment, retention, and overall satisfaction.

The College values dining programs that are clean, appealing, sustainable, and operationally efficient, and that offer flexibility and variety across service locations. The current Food Services Provider contract expires in June 2026.

The College is particularly interested in proposals that present fresh, creative, or otherwise innovative dining concepts that enhance the campus experience. Proposers may include programs and services that exceed the minimum requirements outlined in this RFP. Proposals should demonstrate strategies that promote exceptional customer satisfaction, support financial sustainability, and optimize revenues while managing expenses. Such strategies may include, but are not limited to, innovative menu offerings, pricing structures, hours of operation, marketing and promotional activities, special programs, new dining options, and events designed to increase participation in the Dining Hall and Café.

Proposers must demonstrate the ability to provide comprehensive food service operations across all components of the contract. Proposals addressing only individual or partial elements of the required services will not be considered.

6.2 GENERAL TERMS

6.2.1 No guarantee: The College does not commit to specific volumes of activity at any dining location.

6.2.2 Limited Exclusivity: This contract will include exclusivity for food service at the Campus Center Dining Hall and Café. Other food options on campus are not under the scope of this contract, including but not limited to, Jungers Culinary Institute, Campus Vending, Grab and Go food items sold through the COCC Bookstore, Mazama Gym Concessions, Culinary Clubs specialized theme dinners, events sponsored by the COCC Foundation, and Office of Student Life events (which are limited to five events per year).

6.2.3 Existing Contracts: Vendor understands, agrees and accepts that the College does now, and will in the future, have merchandising and operating Contracts that allow the College itself or its approved Vendors to sell food and beverage products on campus or at COCC-affiliated off-campus sites.

6.2.4 Use of Registered Names, Logos and Seals: Vendor understands and accepts that COCC's trademarks are owned solely and exclusively by the College, and agrees to use such registered marks only in the form and manner and with the appropriate approvals and legends as prescribed by the College. All use of registered marks shall inure to the benefit of the College.

6.3 DINING PROGRAM SPECIFICATIONS

6.3.1 The College will, at its sole discretion, approve all meal plan requirements and policies.

6.3.2 Student exemptions from a required meal plan are at the discretion of the College provided when proper documentation is presented.

6.3.3 Meal Plan Changes: Each year, Vendor shall notify the College in writing by February 1st of any requested changes in meal plans for the following academic year. Mid-year changes to meal plans are not allowed. Vendor shall provide adequate documentation supporting the request for changes. Granting approval of meal plan rate increases is at the sole discretion of the College.

6.3.4 Dietary Need: Vendor is expected to meet the special dietary needs of students on meal plans whenever possible provided appropriate written documentation of such needs is received.

6.3.5 Americans with Disabilities Act (“ADA”): To meet the needs of disabled persons, ADA requirements must be adhered to in all aspects of the management and operation of the dining program.

6.3.6 Operating Schedule: To meet the needs and demands of the College, Vendor will be required to operate the resident dining program on a 10-month basis, and the Café and catering services on a 12-month basis, with the exception of holiday closures. Vendor will design and deliver resident and retail dining programs on a schedule approved by the College. Special operating hours may apply during term breaks, as agreed upon by Vendor and the College. Vendor shall maintain sufficient food service to resident students during snow closures or other unexpected disruptions.

6.3.7 Vendor shall provide explanation as to how residence students’ meal plan balances, whether meal credits or declining balance, are administered and renewed during each academic quarter and during the terms of the housing and dining agreement. Once a student cancels their housing agreement for any reason, any remaining board fees paid by the student is either refunded to the students according to established College policy or forfeited to the College, depending on the cancellation rule that applies.

6.3.8 Forms of Payment: Vendor shall provide convenient payment options to customers, including (at a minimum) cash, College meal plan, debit cards, MasterCard and Visa credit cards. All equipment and fees associated with the use or acceptance of non-College meal plan or debit cards will be paid by Vendor. Catering sales to internal departments may be charged directly to College credit cards or departmental accounts. Vendor has the option of accepting checks for catering sales to non-College customers.

6.3.9 Bad Debt: Vendor shall be solely responsible for the collection of any debts resulting from credit or debit card use or personal checks.

6.3.10 Marketing: By August 1st of each year, Vendor shall submit a marketing plan for the upcoming academic year to the Contract Administrator for their prior approval . The College reserves the right to require withdrawal of any advertising or marketing item at any time. Vendor may not distribute any bulk advertising or marketing materials to the COCC community via any medium without prior consent from the College. The Vendor shall be responsible for reasonable and appropriate marketing and promotion of the food service locations under this contract, including partnerships with the College for current and prospective student events. Proposers shall provide samples of marketing materials or promotional opportunities used at other similar food service operations under their control as part of the RFP response.–

6.3.11 Dining Services Website: Vendor shall develop, host and support, at its sole expense, a dining services website specific to the COCC account. The site must be updated regularly and include menus, dining locations, pricing, special programs, nutritional information, catering information with sample menus, frequently asked questions (FAQs), operating hours, staff directory, and other important information.

6.3.12 Assessment: The College expects Vendor to have and use assessment tools that monitor customer satisfaction. Vendor shall be responsible for conducting a regular program assessment to determine customer satisfaction regarding food quality, pricing and related areas, at a minimum of once per year for both general campus food service and campus catering. Results will be shared with the designated College employee within two weeks of completion of the assessment. Costs of such assessment efforts are the responsibility of the Vendor. Proposers are asked to provide examples of past assessment methodologies used at similar food service operations under their control and any results or actions taken due to the assessment outcomes.

6.3.13 Meetings: The General/Regional Manager shall come to the College not less than twice a year, and meet with the Contract Administrator. The onsite manager shall meet with the Contract Administrator bi-weekly throughout the contract period.

6.3.14 Public Announcements: All advertising, press releases, public announcements and public disclosures by either party relating to the Contract that include (i) the other party's marks or (ii) language from which the connection of such marks may be inferred or implied, will be coordinated with and subject to the approval by both parties prior to release. Vendor must obtain the College's written consent before providing third parties with the College's name as a reference.

6.4 MENU SPECIFICATIONS

6.4.1 Menus: Menus at each dining location shall be designed to appeal to a broad range of COCC customers to meet both personal and recommended dietary interests. Nutrition, variety, cost and visual appeal are all key factors. Menus will be updated regularly and prominently posted in the dining areas and made available via allowable campus communication mediums.

6.4.2 Food Purchasing: Purchase of food, supplies, and equipment shall meet requirements of the United States Department of Agriculture (“USDA”), Food and Drug Administration (“FDA”), and National Sanitation Foundation (“NSF”). In the absence of grade labeling, the Vendor shall provide COCC, upon request, with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided. In addition, the Vendor must declare and demonstrate to COCC that all of its food and supply Vendors meet or exceed all regulatory body laws and standards.

6.4.3 Food Specifications: The College reserves the right to review invoices to ensure that Contract specifications are being met. Any deviation from specifications must be approved by the Contract Administrator prior to purchasing. The Vendor shall provide the College with unlimited access to any records, such as recipes, production methods, product specifications, menus, and foods issued each service unit to determine that specifications were met. The College prioritizes sustainability, local foods, transparency, and campus/community engagement. The College will apply the Real Food Guide 2.1 when possible, see Section 6.5. When the Real Food Guide 2.1 are not utilized, the following minimum food specifications are established and shall be maintained:

- Beef and Veal, USDA Choice or better
- Ground beef / beef patties, USDA Choice or better and 100% all beef and fat content shall not exceed 20%
- Pork and Lamb, USDA Grade #1
- Poultry, USDA Grade “A” or better
- Fish and/or Seafood, USDA inspected and regulated
- Frankfurters / Hot Dogs, minimum eight (8) per pound, all meat, no filler
- Eggs and Dairy Products, USDA Grade “A”
- Frozen Foods, USDA Grade “A” Fancy or better
- Fresh Fruits and Vegetables, USDA #1 Quality
- Canned Goods, USDA Grade “A” Fancy
- Fresh Produce, USDA #1 Quality
- Processed Lunch Meats, “All Meat” or Turkey Product

6.4.4 Special and Value Meals: Vendor, by working with authorized staff members of the College and student committees, shall arrange to provide a variety of programs, value meals, and special meals for students, faculty, and staff. These programs may range from daily value meals to holiday or other theme dinners. These meals shall be promoted to encourage maximum student participation.

6.4.5 Seasonal Menus: Plan seasonal menus based on what is available locally and regionally.

6.4.6 Bakery: Vendor shall ensure bakery items are baked fresh on campus or delivered fresh daily by outside Vendor(s) to the food outlets.

6.4.7 Recipes: Develop recipes that are focused on sustainable, healthy, and local options while balancing needs related to variety, cost, world cuisine, and student preference. Vendor shall make its recipes available to customers for review of ingredients or nutritional information.

6.4.8 Food Inventory: Vendor shall procure all food inventories in its name and at its own expense. All food inventory items will be owned by Vendor. The College will accept no liability for loss, damage, or theft of any inventory.

6.4.9 Selling Prices: The selling prices to be charged in College's dining outlets shall be reasonable and competitive with prices charged in comparable establishments for comparable products, similarly prepared, and of like quality and quantity. Proposed catering and a la carte prices must be submitted to the Contract Administrator for approval by August 1st of each year. Mid-year price increases are greatly discouraged and will be granted only for extraordinary reasons. Vendor shall not increase prices or reduce portions without the written approval of the College.

6.5 SUSTAINABILITY EXPECTATIONS

Sustainability is defined in many ways, but often serves to both acknowledge environmental and social challenges and indicate a responsibility to take action to mitigate the damage and/or proactively find solutions to the challenges. This food service RFP and contract provide a vehicle to indicate College values around sustainability, outline specific goals, and create expectations of the Vendor. These goals or expectations relate to a number of topics such as energy use, waste reduction, food procurement, hiring practices, community engagement, and more.

Central Oregon Community College defines sustainable dining practices as practices that:

- Conserve energy, reduce and recycle waste via zero-waste food preparation and dining practices, source reduction, decreased use of disposable plasticware, organic material composting and recycling.
- Protect, conserve and enhance soil, water, wildlife habitat and biodiversity by sourcing local and/or organic-certified foods and engaging in sustainable kitchen practices.
- Reduce or eliminate use of pesticides and other toxic or hazardous materials.
- Maintain transparent and traceable supply chains.
- Support safe and fair working conditions across the food supply chain, from the farm to the kitchen.
- Ensure healthy, humane animal treatment.
- Increase local and regional sustainable economic development through procurement; COCC prioritizes working with local farms, food distributors, and community organizations to purchase locally-grown food when seasonally appropriate.
- Promote equity in hiring and supplier choice.
- Ensure continual improvement of practices.

Some of the following sustainability practices may be in place at the College; if so, we ask that the Vendor continue to offer these programs, as well as improve upon them: if not, we ask that the Vendor develop a plan for these programs and implement them within the first two years of the contract.

The realistic approach to increasing local food sourcing is to set measurable goals, reflect the supply side of the equation, and maintain affordability for students. Following the "Real Food Guide 2.1", the

College would like to adopt the following goals to provide a framework and clear set of priorities to the Vendor.

6.5.1 A minimum of 20% of Real Food purchases should be sourced from regional (within a 250-mile radius) and sustainable producers and suppliers based on the Real Food Guide 2.1 criteria, and by 2021, 3% of food purchased will be sourced from Central Oregon (Deschutes, Crook, and Jefferson Counties). This requirement applies to the following food product categories: produce (fruits and vegetables), dairy, eggs, poultry, meat, fish/seafood, baked goods/grains and grocery. Processed or prepared foods with at least 50% of their ingredients by weight qualifying as locally sourced food will be counted.

6.5.2 Work in conjunction with the College to continue progress in this area throughout the contract, with discussion and analysis pertaining to considerations of cost, benefit, supply, and demand.

6.5.3 Demonstrate an integrated knowledge of sustainable food sourcing, handling and production methods (e.g., non-GMOs, cage-free, free-range, organic, etc.). The Vendor must be able to articulate why these methods are important to the College.

6.5.4 Plan seasonal menus based on what is available locally and regionally.

6.5.5 Support a weekly food recovery program that donates leftover food to local shelters.

6.5.6 Follow a waste minimization program by sourcing guidelines, eliminate the use of trays in the dining hall, and utilize reusable containers and other recyclable incentives in the dining hall, and Café.

6.5.7 Facilitate and support campus outreach and educational efforts (informational posters, local farmer profile, etc.)

6.6 SANITATION & SAFETY

Vendor shall maintain all food service facilities and equipment up to the levels necessary to successfully achieve the highest health department rating. Any failure to maintain such rating may constitute a material breach of the Contract. Maintenance of said facilities includes but is not limited to the following items.

6.6.1 Vendor shall at all times manage and monitor food sanitation and safety at the College's premises and otherwise perform all of its duties and obligations described herein in a manner that ensures that the food service operations and/or any facility will not be cited for any critical violation.

6.6.2 Vendor shall designate a food protection manager for the COCC account. This manager shall be responsible for monitoring sanitation and safety standards, alerting the College to deficiencies that might lead to a violation, and signing formal verification logs of routine monitoring of all applicable food-safety procedures.

6.6.3 Vendor shall train all employees in safe food handling including, but not limited to, personal hygiene, cleaning, and sanitizing, as well as FDA regulated Hazard Analysis Critical Control Point ("HACCP") principles and all contemporaneous applicable jurisdictional requirements and thereafter ensure such employees' continued compliance with the same.

6.6.4 Vendor will promptly provide the College with copies of all safety and sanitation reports conducted by its employees or third-party inspectors.

6.6.5 Vendor shall provide the College with a copy of all health inspection reports within 48 hours following the inspection. If deficiencies are noted, Vendor shall include a written report that explains the cause and stipulates how the issues will be corrected within five (5) working days from when the date of the inspection or within the timeframe noted on the inspection report.

6.6.6 In the event Vendor receives a health department evaluation rating of less than 95% or "A" standard, Vendor shall indemnify and hold the College harmless from and against any and all claims, demands, losses, damages, injuries, liabilities, expenses, fines, judgments, liens, encumbrances, orders and awards, together with reasonable attorneys' fees and litigation expenses, arising out of or in connection with Vendor's receipt of such rating.

6.6.7 Vendor agrees that it shall notify the College in writing within five (5) hours following receipt of any adverse or critical health inspection or employee health examination by any local, state, or federal governmental agency on campus, and to provide the College with a written report or copy of such inspection report not later than twenty-four (24) hours of such adverse or critical report, or immediately upon the College's request.

6.6.8 Vendor will not allow its employees to work with known illnesses (those transmitted through the air or via the food products, equipment, or other mediums), open sores, or other symptoms. Any contagious disease such as hepatitis must be reported immediately to COCC.

6.6.9 Vendor's supervisory personnel shall examine all food handlers visually throughout the workday to ensure they are following established hygiene practices in the handling of food, to include, but not limited to, the following standards:

- Bathing regularly
- Wearing clean outer clothing and aprons
- Keeping fingernails short and clean
- Using hairnets or hats
- Removing excessive jewelry during the preparation and serving of food
- Washing hands with warm water and soap upon reporting for duty, after each visit to the restroom, and after handling raw meat, fish, or fowl
- Wearing latex or poly gloves when handling food
- Changing gloves regularly or as needed to prevent contamination
- Reporting symptoms of infectious diseases, including colds, to a dining services manager.

6.7 CLEANING RESPONSIBILITIES

Vendor is solely responsible for the cleaning of all kitchen, server, storage, office, seating, and loading/receiving areas under its control and used primarily to operate the dining services program at COCC. Vendor is not responsible for any exterior cleaning except for the loading/receiving docks used primarily by dining services and the external seating areas in the different dining facilities.

6.7.1 Vendor shall be responsible for daily cleaning of the kitchen hood pre-filters and grease troughs. The College is responsible for routine cleaning of air ducts and hoods.

6.7.2 No cooking grease, oil, or fats are to be disposed of or dumped into the sewer system or refuse disposal. Disposition must be handled by a rendering company or other approved method at Vendors' expense.

6.7.3 Vendor, at Vendor's expense, will clean the kitchen walls on a daily basis or as needed. The College, at the College's expense, will clean the interior windows, fixtures, furniture, fan blades, and screens keeping them free from dirt, dust and grease.

6.7.4 Dining area tables and chairs, beverage counters, and other self-serve locations will be frequently wiped down and kept in clean and sanitary condition by Vendor throughout all serving and operating hours.

6.7.5 Trash and garbage disposal equipment (cans, dumpsters and compactors) will be placed at food service locations by the College at no expense to Vendor. Vendor is responsible for replacing damaged or worn trash cans. Vendor shall maintain the highest standards of sanitation and cleanliness in the areas where trash and garbage are disposed. It is Vendor's responsibility to transport all trash and garbage from the food service locations to these collection areas in the least conspicuous and disruptive way possible. Vendor must promptly clean up any seepage or spillage that occurs along the route between the service and trash locations. College will pay for all garbage removal. Storage of refuse and recycling should be in appropriate clean containers and in unobtrusive areas of the facility, not in the production or dining areas.

6.7.6 Pest control shall be scheduled and provided by the Vendor. Vendor will be billed for additional services if, in the College's opinion, inadequate sanitation practices are creating a pest problem.

6.7.7 The College shall have the right at all times to determine by inspection that facility and equipment maintenance is satisfactory and in accordance with health standards and aesthetic appeal. Any substandard performance must be cured immediately by Vendor.

6.7.8 Vendor, at its sole expense, shall provide all cleaning and housekeeping supplies needed for proper sanitation. Environmentally sensitive products should be used when commercially available.

6.7.9 Vendor will respond effectively to any customer concerns related to food-borne illnesses (real or perceived) and be proactive in managing such issues so as not to create further problems for Vendor or College.

6.7.10 COCC will furnish and maintain fire extinguisher equipment and supplies. The Vendor will notify COCC immediately after any fire extinguisher use or discharge.

6.7.11 Vendor will abide by all applicable safety standards and regulations and notify appropriate College personnel of any unsafe or unhealthy condition in the dining facilities. Vendor will take all necessary and proper precautions to protect the safety of employees and other persons and to protect all property from damages from whatever cause.

6.8 CATERING

Catering at COCC is an important operation. Proposer must demonstrate the knowledge, experience, and capability necessary to implement and maintain an excellent catering program. Catering services must be accessible and affordable to a wide range of College consumers and will be effectively managed so as not to be a financial burden on the overall food service the catering program shall reflect the diverse needs of students, faculty, administrators, staff, and visitors in its service menu program.

6.8.1 The Awarded Vendor will be given first option to provide catering services to the Bend campus.

6.8.2 Minimum Standards: Catered service procedures, operational requirements, and menus shall be comparable to, or at least as good as, those currently in effect. The Vendor shall provide three (3) levels of service for catering: a) table lined; b) paper and disposable; and c) pick-up and carry out. A complete catering guide to menus, prices portions servings, catering policies, minimums, and additional charges, etc. shall have been submitted to the College for approval prior to the start of services.

6.8.3 Prior Catering Commitments. The Vendor shall honor the specific commitments of menus, prices, and other arrangements made by College management for catering service prior to beginning this Agreement. The College will provide a list of these aforementioned catering commitments. Vendor shall establish and maintain a regular process for evaluating catering event food and service quality.

6.8.4 Vendor shall meet at least quarterly with COCC to evaluate the catering program and, as necessary, make revisions to improve overall service.

6.8.5 College facilities are occasionally used by non-College clients. Vendor may provide catering for these functions, as well as other College-affiliated off-campus events, provided the COCC dining services program is in no way negatively impacted and in accordance with first option rights as stated in Section 6.8. With approval from the Contract Administrator, vendors may also use College dining facilities for a reasonable number of off-campus catering activities, so long as those activities do not interfere with a quality on-campus food service program.

6.8.6 Alcoholic beverages, and the consumption thereof, is not allowed on College property, except for special events and only with the approval from the College President. To cater these events, Proposers must have the ability to obtain an Oregon Liquor Control Commissions' Alcohol Server's Permit and other appropriate requirements. Vendor will procure, at its sole expense, and have in force at all times, all licenses and permits required to serve alcohol at both College and non-College events on campus. Vendor will ensure that alcohol is only served:

- as part of its dining services responsibilities,
- under its liquor license(s) or permits, which are procured at Vendor's expense,
- through legally acceptable means, and

- in compliance with all applicable laws and College policies.

6.8.7 Vendor will be responsible for invoicing and collecting all charges related to its catering activity for COCC groups as well as non-COCC groups. Vendor agrees that invoices will be submitted to College clients for payment within seven (7) days after the conclusion of the event and all College procedures for collection of such costs will be followed.

6.8.8 **Staffing:** The Vendor shall provide a sufficient number of qualified and trained staff to service the events, take and process catering orders, respond to inquiries, and handle all aspects of a quality catering program. **Management:** The Vendor shall identify a minimum of one (1) member of its management team, who has training for this type of service, to act as a catering coordinator responsible for all aspects of catered events. This individual's other duties shall not conflict with these responsibilities.

6.8.9 Vendor shall develop and implement sound business practices that make all aspects of the catering process efficient and convenient. Online shopping, ordering, and tracking capabilities are expected and must be operable within thirty (30) days of the Effective Date of the Contract.

6.8.10 Vendor shall provide, at its own expense, the appropriate delivery vehicles needed to support campus catering activities. Vendor must adhere to all campus parking regulations while conducting its catering activities.

6.8.11 Catering and Meeting Room Set Up and Cleaning. The College, in coordination with the Vendor, will assume operational and financial responsibility for setting up and tearing down each scheduled event. The Vendor will, however, be responsible for spot cleaning prior to and between events. The Vendor will coordinate with Campus Services the need for tables and other equipment for catered events. The College's work ticket submittal process should be followed when requesting College assistance.

6.8.12 Equipment Removal/Clean-Up. All catering equipment and supplies must be removed from the catered service site and all clean-up activities completed immediately following the event. The College's work ticket submittal process should be followed when requesting College assistance.

6.8.13 Vendor shall coordinate with College Campus Services to ensure that outdoor and indoor events have the appropriate engineering plan, electrical service, and sanitation standards.

6.8.14 Vendor shall offer student organizations discounts or value-priced catering in order to assist them in their efforts to provide effective and economical programming to the College community.

6.9 CULINARY PROGRAM

This contract will not include operation and management of the Jungers Culinary Institute or Elevation Restaurant, and Vendor has no rights to use the facilities at the Institute. However, proposers are asked to address how they would interact with the culinary program in order to guarantee efficiency of operation, affordability in possible co-purchasing, reduction/elimination of food waste and other areas as appropriate in the RFP response.

6.10 MANAGEMENT EXPECTATIONS

Vendor shall at all times operate the dining services program in accordance with the highest standards and practices of the College dining services industry and the terms and conditions of the Contract.

6.10.1 Vendor will provide sufficient, appropriately trained management and hourly personnel to ensure efficient and courteous service to customers during all operating hours at all locations.

6.10.2 The Vendor shall maintain 24-hour availability of a responsible employee with decision making authority to be contacted in case of an emergency related to the dining services. Prior to the Effective Date of the Contract, the Vendor will remit the name and contact numbers of such employee to the Contract Administrator.

6.10.3 Vendor agrees to have one of its senior representatives available to meet with the College within two business days of a College request in order to discuss and resolve important concerns related to the dining program's operation.

6.10.4 Vendor's management shall notify the Contract Administrator immediately of any actual or potential event, incident, or grievance that could lead to service interruptions or delays. Vendor will take all reasonable actions to prevent such interruptions. In the event of a service interruption that extends beyond forty-eight (48) hours, the College reserves the right to take any and all actions necessary to maintain the necessary level and quality of dining services, including contracting with another food service management company or using equipment assigned to Vendor under the Contract.

6.10.5 Vendor's on-site managers are expected to meet periodically with the College's academic, administrative and student leadership to establish effective working relationships, plan mutually beneficial activities, and solve concerns or problems. The frequency and duration of these meetings will be established by the Vendor's general manager and Contract Administrator.

6.10.6 Integration with College Management: Dining services managers are integral members of the College's management team. Vendor will permit and encourage its managers to attend such meetings as the College may deem appropriate so that they can understand the philosophies, purposes, and programs of the College and its related departments.

6.11 HUMAN RESOURCE MANAGEMENT

6.11.1 Proposers are asked to provide an estimated staffing plan needed to carry out the management and operation of the Coats Campus Center dining hall, Coats Campus Center Café, and Coats Campus Market, residence hall meal program and campus catering as part of their RFP response.

6.11.2 Recognizing how critical on-site managers are to the success of dining services, the College expects Vendor to assign only proven managers to the program.

6.11.3 Vendor will not discriminate against or harass any employee or applicant for employment because of age, disability, sex, marital status, national origin, ethnicity, color, race, religion, sexual orientation, gender identity, genetic information, citizenship status, veteran status, pregnancy or parenting status, or any other classes protected under Federal and State statutes, and will make a diligent and continuing effort to ensure that each applicant is afforded equal employment without discrimination. Diligent and continuing efforts to employ a diverse staff are required. Such efforts shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, and selection for training of traditionally under-represented populations.

6.11.4 The College strongly encourages Vendor to hire COCC students. Where appropriate, Vendor shall also support the College's academic programs by providing internship or practicum experiences for students.

6.11.5 Federal Work-Study students are eligible to be hired by the Vendor, and the College strongly supports such hiring.

6.11.6 The Vendor will provide appropriate and regular training for its employees to improve their ability to perform at the high levels expected of them. Training will occur not less than quarterly for the duration of the contract.

6.11.7 Vendor's employees must adhere strictly to campus regulations regarding personal behavior and all other rules and regulations of the College, where applicable. The successful Bidder will be given a copy of the College's Human Resources policies prior to the Effective Date of the Contract.

6.11.8 During the performance of the Contract, Vendor agrees to (i) provide a drug-free workplace for the Vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract so that the provisions will be binding upon each subcontractor or Vendor.

6.11.9 Vendor, at its own expense, will be required to outfit all employees in food service uniforms acceptable to the College. Vendor must provide nametags for all of its front-of-the-house employees and insist on their display at all times.

6.12 FINANCIAL INFORMATION

6.12.1 Vendor will operate the dining services program on the same fiscal year schedule that the College uses, currently July through June. All annual dining services financial statements from Vendor will use this schedule.

6.12.2 The Vendor shall provide to the Contract Administrator:

- A profit and loss statement for each operating unit, as well as a consolidated one for all operations, by the twentieth (10th) calendar day of each month for the preceding month in a format acceptable to the College.

- Any other financial information pertaining to the dining services program that the College may request from time to time.

6.12.3 Vendor shall obtain and maintain at its sole expense, and in its name, all necessary licenses and permits required to perform the dining services described in this RFP. Upon award of contract, the provider must provide all licenses and permits within 30 business days.

6.12.4 In its operation of the dining services program, Vendor shall pay its financial obligations to the College within thirty (30) calendar days of invoice. To preserve the College's reputation, Vendor will pay outside purveyors in a timely manner and in compliance with Vendor Contracts, not to exceed forty-five (45) calendar days.

6.12.5 During the course of the Contract, Vendor may be exposed to College information that relates to past, present and future research, development, business activities, products, services, technical knowledge and personally identifiable student and employee information. All such information shall be deemed "Confidential Information" unless otherwise indicated in writing by the College at the time of disclosure. Vendor agrees:

- To allow access to Confidential Information only by individuals on a need-to-know basis solely in conjunction with Vendor's responsibilities under the Contract.
 - Not to use or disclose any such Confidential Information without the prior written consent of the College.
 - To take reasonable precautions to protect the College's Confidential Information. Vendor shall use at least the same degree of care to safeguard and to prevent disclosure to other parties as it employs to avoid unauthorized disclosure or publication of its own information.
 - To comply with all applicable regulations or laws governing Confidential Information.
 - Return Confidential Information upon termination of the Contract.
 - That any and all Confidential Information provided to Vendor by the College or by any third party, is the sole and exclusive property of the College.
- 6.12.6 Vendor shall keep the books and records for the dining services program in accordance with Generally Accepted Accounting Principles (GAAP) and the highest standards employed for its industry. Such books and records shall at all times be kept on campus at a site to be mutually agreed upon by the Vendor and College and shall be open on any business day during normal business hours to examination for the purposes of inspection or audit by the College or its authorized representatives, with such examination or audit occurring with or without notice to Vendor. Vendor shall cooperate with the College and its representatives and provide copies of appropriate material as requested in such inspection or audit. All books and records for the dining program shall be maintained for a period of three (3) years or as required by law provided, however, that if the Contract shall terminate, the College shall have two (2) years from the completion date of Vendor's services to exercise its audit rights.

6.12.7 Vendor's books and records for the dining program will be audited annually by independent accountants with knowledge and experience in the industry and who are acceptable to the College. The results of the annual audit shall be shared in their entirety with the College within one-hundred and twenty (120) calendar days after the end of the dining

program's fiscal year. The annual audit will be done at Vendor's sole expense. In the event an annual audit reveals errors greater than or equal to two percent (2%) of the total paid by Vendor to the College, both parties may agree on retention of a second independent accountant to review the discovered errors and render an opinion on the scope and cause. If the aggregate amount of the errors is to the College's detriment in an amount of two percent (2%) or more, the fees, costs and expenses of the second audit shall be paid by Vendor. If the aggregate amount of the errors is less than two percent (2%), the cost of the audit will be split equally between the parties.

6.12.8 Neither the Vendor nor anyone claiming through the Vendor shall have the right to file mechanics liens or any other kind of lien on the Premises. Further, Vendor agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Vendor, and in any event will pay or bond any construction lien within ten (10) days of filing. COCC may post a notice of no responsibility if Vendor has work done on the Premises.

6.12.9 Vendor will refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent COCC from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing COCC to obtain reduced premium rates for long-term fire insurance policies unless Vendor pays the additional cost of insurance.

6.13 CAPITAL IMPROVEMENTS

6.13.1 Ownership: The College shall own all permanent improvements made to the dining facilities by Vendor. If the Vendor terminates the Contract without cause, all such improvements become the property of the College upon the termination date. If the College terminates the Contract for any reason, then Vendor is entitled to reimbursement for any un-depreciated portion of the approved permanent improvements as of the termination date, as described in this Section.

6.13.2 Capital Investments: Capital investments made or assumed by Vendor may be depreciated at a seven-year straight line schedule or on a different schedule as approved by the College, dependent on the physical asset class. Except for Vendor's termination without cause, the College or a successor Vendor shall pay Vendor the depreciated book value of permanent improvements made at the College and paid by Vendor. The College will not pay, nor require a successor Vendor to pay, if Vendor terminates the Contract without cause. Prior to commencement of any permanent improvements, Vendor shall submit a depreciation schedule to the Contract Administrator, along with appropriate verification, that shows the value of the expected buy out for each month of the seven-year schedule. Within twenty (20) calendar days of receipt, the Contract Administrator will review and approve the depreciation schedule or return it with comment for revision. Failure of the Contract Administrator to approve or return shall not constitute acceptance of the schedule.

6.13.3 Dining Renovation Plan: The College will deliver the dining services locations and Furniture, Fixtures and Equipment (FF&E) to the Vendor in "as is" condition. Vendor shall

participate in developing plans to add or renovate food service areas when such additions or renovations are feasible and agreed upon by the College. Any additional renovations or replacements made to or in the locations will be done at Vendor's sole expense if the costs are capitalized into the meal plan rates. If the proposed renovations are at the College's expense, the meal plan rate will not be increased and may in fact be reduced by Vendor due to an operational efficiency achieved. Vendor is to propose renovations that are necessary and add to the efficient delivery of food service and improve the user experience. The proposed renovations with accompanying capital cost and meal plan pricing affect shall be proposed in the meal plan pricing proposal. Vendor agrees to work closely with the College in the development of plans and specifications for any renovation, with the College's final approval of said plans and specifications required prior to Vendor commencing any work. Vendor understands and accepts that it will be responsible, at its sole expense, for securing applicable building permits for any construction funded by the vendor. In no case will there be a disruption of dining services related to any renovation project without the prior written approval of the Contract Administrator.

6.13.4 Facility Improvements: No renovations, additions, or alterations may be made to the dining locations without prior written approval from the College. All renovations, additions, and alterations made by Vendor to the dining facilities shall be owned by the College, and Vendor shall not be reimbursed for any expense it incurred, except as allowed for in in this Section. Within thirty (30) calendar days after the completion of any renovations, additions, or alterations to the dining facilities, Vendor shall deliver to the College a detailed schedule of all improvements made and their related costs.

6.14 FURNITURE, FIXTURES & EQUIPMENT (FF&E)

6.14.1 Existing Spaces and Furniture, Fixtures, and Equipment. FF&E currently used for the dining program and owned by the College, will be provided for Vendor's use at no cost. Vendor will accept such FF&E in "as is" condition and be responsible for keeping all such items clean. The College will complete a full inventory no less than sixty (60) calendar days prior to the Effective Date of the Contract to provide to the Vendor. The College makes no guarantees that the final list will include all items on the reference list.

- "Front-of-the-House" FFE: Includes tables, chairs and other furniture and equipment residing in the dining hall, café and market.
- "Back-of-the-House" Long-Life FFE: Such items include freezers, refrigerators, ovens, ice makers, and stoves.
- Existing Office / Support Space, FFE: Includes office desks and chairs, file cabinets, work tables, and bookcases. Vendor shall be responsible for providing any additional office FF&E as may be necessary for the successful operation of the dining services, including, but not limited to, office machines, desks, chairs, safes, bookcases, and copiers. All such FF&E needed for the successful operation of the dining services program shall be provided by Vendor at its expense.

6.14.2 Additions to or Deletions from the Existing Spaces: Additions or deletions to the existing dining operation may be considered but must be agreed upon in writing by the Vendor and College. Vendor shall retain ownership of all FF&E it procures. In the event of termination of the Contract, Vendor may:

- Sell to the successor Vendor all office FF&E it furnished at the current market value.
- Remove all such FF&E from the College at Vendor's sole expense.
- Leave such FF&E on site and consider it abandoned, transferring ownership to the successor operator or the College to do with as it so chooses.

6.14.3 Maintenance of Existing Furniture Fixtures and Equipment (FF&E): Repair or replacement of College-owned items will be at the College's expense; however, Vendor will replace at its expense any College-owned equipment made inoperable by Vendor's neglect or abuse. Any items needing repaired should be reported by Vendor to the College as soon as possible through the established work order processing system. Vendor is responsible for removing any damaged FF&E as soon as possible to prevent injury to any person. Any FF&E utilized by Vendor will remain the property of the College and be returned upon termination of the Contract in the same condition as when accepted, normal wear and tear excepted.

6.14.4 Short-life Equipment: The College will provide Vendor with whatever short-life items it owns (if any) as of the Effective Date of the Contract. Such short-life items may include china, silverware, trays, glassware, other small wares, small equipment, furniture, linens, pots, and pans. The College in no way represents that such inventory is sufficient for Vendor to begin operation of the dining services program. Vendor shall be financially responsible for bringing inventories up to appropriate levels and maintaining them there. Vendor will retain ownership of all short-life equipment it purchases and/or furnishes. In the event of termination of the Contract, Vendor may:

- Sell to the successor operator all of the short-life equipment it furnished at the current market value.
- Remove all such equipment from the College at Vendor's sole expense.
- Leave such equipment on site and consider it abandoned, transferring ownership to the successor operator or College to do with as it so chooses.

6.14.5 College-owned Non-Food Supply Inventories: By the Effective Date of the Contract, Vendor and the College will conduct inventories of all equipment, including small wares, furnished by the College for Vendor's use. These inventories shall be incorporated into the Contract and reviewed annually within ten (10) working days of the College's written notice to Vendor. Any missing or damaged equipment will be the responsibility of Vendor, and Vendor will be invoiced for the equipment's replacement cost.

6.14.6 Turnover Inspection: On or about the Effective Date of the Contract, Vendor and College shall inspect all dining facilities, noting the condition of all facilities and FF&E. Vendor will not be responsible for any deficiency, damage, or shortage noted at the time of inspection.

6.14.7 Removal of Equipment from Premises: No College-owned equipment shall be removed from College premises for any purpose other than repair, except by the College or with the prior approval of the Contract Administrator. While this restriction does not apply to portable equipment used in College-related catering activities, such equipment is to be returned to its

assigned location as soon as possible after the catered event is concluded. Vendor may not prepare food and/or beverage in the dining facilities for sale or use for any purpose not covered by the Contract except with the prior, written approval of the Contract Administrator.

6.14.8 Disposition of Equipment: Vendor shall notify Contract Administrator of any equipment deemed unnecessary, or otherwise non-useful. The College will make a final decision regarding the status of any such item and proceed with any disposition or declaration of surplus in accordance with College policy.

6.14.9 Routine Equipment Maintenance: Vendor is required to keep College-owned dining services equipment under its control in proper condition and replace all lost, damaged, or misplaced items. The College, at its expense, will provide routine, preventive and required maintenance to all College-owned food service equipment on campus. At the expiration of the Contract, Vendor must surrender all equipment to the College in as good condition as such equipment was at the commencement of the Contract, ordinary wear and tear or damage by acts of God excepted. Vendor understands and accepts that the College has existing collective bargaining Contracts and service contracts that may require specific individuals or companies to perform maintenance, adjustments, or repair work.

6.14.10 Equipment/Supplies/Service: COCC will provide an adequate initial supply of glassware, chinaware, utensils and silverware unless otherwise agreed to during contract negotiations, as well as all core kitchen equipment. The Vendor shall renew quantities of such items on an annual basis as a direct cost of operation. All other equipment is the responsibility of the Vendor, including but not limited to all other equipment, supplies, menu boards, vehicles, service items or other items needed for the management and operation of the food service locations under this contact are the responsibility of the Vendor.

6.15 CURRENT INVENTORY

16.15.1 Any china, silverware, trays, glassware, other small wares, small equipment, carts, linens, pots and pans, etc. that have been purchased by the current Vendor may be reimbursed by the successor Vendor at current market value, if the current Vendor so desires.

16.15.2 The actual value will be established and agreed upon by the incoming and outgoing Vendors prior to the Effective Date. The College in no way represents that such inventory is sufficient for the successor Vendor to begin operation of the dining services program. The successor Vendor shall be financially responsible for bringing inventories up to appropriate levels.

16.15.3 Vendor shall procure all non-food operating inventory in its own name and at its own expense.

16.15.4 Additionally, any non-perishable food and beverage inventory that has been purchased by the current Vendor may be reimbursed by the successor Vendor at current market value if the current Vendor so desires. The actual value will be established and agreed upon by the incoming and outgoing Vendors prior to the Effective Date. The College in no way represents that such inventory is sufficient for the successor Vendor to begin operation of the dining program. The successor Vendor shall be financially responsible for bringing inventories up to appropriate levels. Vendor shall procure all food and beverage inventory in its own name and at

its own expense. All such inventory will be owned by Vendor. The College encourages procurement from small, minority and women-owned businesses.

6.16 DINING SERVICES FACILITY OPERATIONS

6.16.1 Vehicles: Any vehicle used to provide dining services at COCC will be procured, maintained, operated, and insured at Vendor's sole expense. All such vehicles will be subject to College approval.

6.16.2 Cleaning and Trash Removal: Vendor will provide the cleaning and trash removal services outlined in the Sanitation and Safety (Section 6.6) for all food service facilities and equipment used by Vendor. These areas shall include, but not be limited to, receiving and storage areas, kitchens, refrigerators, freezers, restrooms, offices, trash and garbage areas, and loading docks assigned to Vendor. Vendor is responsible for cleaning the dining and seating areas during food service hours and shall leave all areas clean at the end of each day. Vendor is also responsible for the daily cleaning of the exterior tables on both patios. Dumpsters for the primary use of the dining services program at each campus food service location shall be placed and paid for by the College.

6.16.3 Utilities: Utilities (electricity, natural gas, hot and cold water, steam, and air conditioning) will be provided by the College at no cost to Vendor. However, the College shall not guarantee an uninterrupted supply of such utilities but it shall be diligent in restoring service following an interruption. The College shall not be liable for any damaged product or lost sales that may result from the interruption or failure of any utility service. The College pays for utilities (water, sewer, electricity and garbage); campus email accounts for designated Vendor employees; and telephone/telephone service as limited to local calls. Long distance services and internet are to be paid for by the Vendor.

6.16.4 Building Maintenance: COCC is responsible for:

- Landscaping;
- Parking lot snow removal;
- Waste and pest management;
- Regular sweeping, mopping and buffing of Dining Hall and Café floor areas;
- Light maintenance, (e.g., changing of light bulbs); and
- Heavy maintenance, routine and emergency.

6.16.9 Risk Management: Vendor shall not do, or permit anything to be done, in any College area, nor bring or keep in any area anything that would in any way increase any insurance rate or premium on the buildings and operations of the College, or which would constitute a nuisance or create a dangerous or hazardous condition.

6.16.10 Security and Right of Entry: Vendor shall have the responsibility for properly securing the dining services facilities during and after operating hours. The College shall retain the right to access any dining services area at any time or for any reason, and may make periodic inspections of such areas at any time to determine conformity with the Contract, make needed repairs, or address emergency situations. The College shall maintain access control to such facilities in accordance with security systems acceptable to Vendor. The College understands

Vendor's need for maintaining internal security and will not unduly interfere with Vendor's ability to protect property or operate the dining facilities.

6.16.11 Repairs of Structure and Building Systems: Vendor will not be responsible for repairs to the dining structures, substructures, or building systems, which include electrical, plumbing, sewer, water, mechanical, heating, ventilation and cooling systems, provided that such repairs are not required as a result of the actions of Vendor, its subcontractors or agents, or employees. If such repairs are required as a result of the actions of Vendor, its subcontractor or agents, or employees, the College shall pass the cost of such repairs along to Vendor for payment.

6.16.12 Americans with Disabilities Act Compliance: Vendor shall at all times comply with the Americans with Disabilities Act ("ADA") in any modifications to the dining facilities, placement of fixtures, and merchandising of product. Vendor shall cooperate with the College in its ADA compliance efforts.

6.16.13 Sustainability Efforts: Vendor agrees to participate in the College's sustainability efforts as described in Section 6.5.

6.16.14 Parking: Any employee, subcontractor, or agent of Vendor parking on a COCC campus must follow the established or posted policies. Any parking expense is Vendor's responsibility. Vendor agrees to pay campus parking fines assessed to its employees or vehicles within thirty (30) days. Parking Permits are free to Vendor's employees and should be issued annually.

6.16.5 Loss, Theft, or Damage: Vendor shall be responsible for any loss, theft, or damage to property owned by the College or others that is in Vendor's possession or control, or is caused by Vendor, its employees, subcontractors, or agents in the course and scope of their employment or provision of services to the College.

6.16.6 Non-exclusive Use of Facilities: The College reserves the right to use any dining services area for special activities but will endeavor not to disrupt scheduled food service operations. When such activities occur, the area(s) will be cleaned and rearranged after each use at College's expense in order to return the area(s) to the condition existing prior to the activity.

6.16.7 Signage: No signs, advertisements, or notices of any kind shall be painted or affixed to any part of the dining operation until they are approved by the Contract Administrator.

6.16.8 Corporate Identity: Vendor shall not advertise its company name, logo, trademarks, or images anywhere at the College without the prior written approval of the Contract Administrator.

6.16.15 Property and Casualty Insurance: Vendor shall provide property and casualty insurance covering Vendor's equipment and other personal property on the COCC campus in accordance with the limits outlined in Exhibit C. The College will provide property and casualty insurance under its liability policy for any FF&E in the dining facilities that it owns.

6.17 TECHNOLOGY EXPECTATIONS

6.15.1 Meal Plan Program: The College does not utilize a campus universal card system, nor does Housing utilize a system to administer food service on the card. The College requires the Vendor to bring in their own system that works independently to administer all aspects of the food service program.

6.17.2 The College will be responsible for the photo ID card program, including the preparation of a card for each faculty, staff, or student at all campus locations. The Vendor, at its expense, will supply all venues with the cash registers, scales, receipt printers, and other equipment needed to effectively operate the dining services program as of the Effective Date of the Contract. The Vendor is responsible for any repairs, replacements, additions, or upgrades to such equipment and shall retain ownership of same. The College will be responsible for providing phone services to the vendor. This will include providing the Vendor with one (1) 10-digit direct dial phone number and up to five (5) campus 4-digit extensions from the pool of numbers owned by the college at this time. The vendor will be able to utilize COCC's hardwired infrastructure within the vendor area but must provide its own network services from a third party. The college will not provide network services for the vendor. The building has sufficient access for a third-party provider at this time. If additional hardwired infrastructure is needed it will be provided by the COCC ITS department at an additional cost. The vendor will be able to set up its own wireless network within the confines of the vendor area as long as it does not interfere with the COCC campus wireless networks.

6.17.3 Vendor understands and accepts that all of its electronic systems will be:

- Purchased, tested and maintained at no cost to the College.
- Compliant with Payment Card Industry (PCI) standards.
- Fully functional within thirty (30) calendar days of the Effective Date of the Contract.
- Compliant with any and all applicable laws or regulations governing such systems.
- Protective of personally identifiable customer information
- Compatible with the College's current operating system.

6.17.4 Voice and Data Connectivity and Services: Vendor shall, at its sole expense, be responsible for all voice and data connections, equipment, communication devices, software, installation, and service fees. The Vendor may use any voice/data connections and equipment existing in the current dining locations, but the College cannot guarantee their functionality or serviceability.

6.17.5 Security Systems: The College shall be responsible for maintaining any intrusion alarms and other security systems it deems necessary for the dining facilities.

6.18 CONTRACT PERIOD

The College and the Vendor may enter into a contract to begin work on or about **July 1, 2026**. The term of the Contract will extend until **June 30, 2029**, with an option for two (2) year (2) year extensions thereafter, subject to the College's needs and the Vendor's continued successful performance as determined by the College. The College reserves the right to terminate the Contract at its discretion upon 120 days' notice to the Vendor.

SECTION 7: PROPOSAL CONTENTS AND SUBMISSION

7.1 PROPOSAL SUBMISSION

All proposals shall comply in all regards with the requirements of the solicitation. Proposals submitted shall be emailed to the COCC Procurement Office at procurement@cocc.edu. Proposals shall be clearly marked with the proposal number listed on the cover page of this solicitation.

7.2 SIGNATURE

An Authorized representation of the Proposer must sign the proposals. Proposals by partnerships must bear the signature of one representative from each of the partners. Signature on a proposal certifies that Proposer has read and fully understands all solicitation specifications, terms and conditions. No consideration will be given to any claim resulting from proposing without comprehending all requirements of the RFP.

7.3 TIMELINESS

Proposals shall be submitted prior to the time fixed in the advertisement for proposals. Proposals received after the time so designated will be considered late proposals and will be returned unopened.

7.4 FORMAT OF PROPOSAL

7.4.1 Proposals must conform to the requirements of the RFP. Submit all necessary attachments with the proposal and in the required format. Failure to comply with all requirements may result in proposal rejection.

7.4.2 Proposals should provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, organization, and clarity of content. Proposers should restrain from providing supplemental information not requested. Present information sequentially in the same order as the proposal content listed below in Section 7.5.

7.4.3 Proposal should be typed in a font size 12 or larger and be contained in a document not to exceed thirty (30) pages on 8.5" x 11" "letter sized" paper including pictures, charts, graphs, tables and text the firm deems appropriate to be part of the review of the firm's response. Pages larger than 8.5" x 11" will be counted as two pages. Pages submitted in excess of 30 will result in a five (5) point penalty for each additional page, deducted from the total combined proposal score prior to ranking.

7.4.4 Resumes of key individuals proposed to be involved in this project should be restricted to a single page per person. Show degrees, certifications, years and types of experience.

7.4.5 The following items will not count toward the 30-page limit:

- Two-page cover letter
- College-provided forms
- Table of contents
- Insurance certificates
- Single-page Resumes when appended

7.4.6 Fill out all College-provided forms completely. Alteration of the form beyond page orientation and font/page color may result in proposal rejection. Add pages only when indicated as acceptable on the form.

7.5 PROPOSAL CONTENTS

7.5.1 Company Information:

Include the following items in this section:

- Cover Letter: In narrative form, using a maximum of two (2) pages, provide sufficient information that will demonstrate the proposer's capacity to meet the expectation of this solicitation and what specifically sets the company apart and above competitors.
- Attachment A: Proposal Response Form in this section. Submit the Proposal Form with every line item filled in; if any items are not applicable, use N/A to indicate this.
- Comments on College Terms & Conditions: Provide comment on which terms and conditions, if any, the Proposer will have difficulty accepting. Per Attachment E: Sample Terms and Conditions and submit any additional terms and conditions Proposer wishes the College to review.
- Insurance Certificate as required under Attachment D: Schedule of Insurance.

7.5.2 Based on the Proposer's understanding of the College's current dining services operation and the requirements outlined in this RFP, the Proposer must submit an operational concept describing how it will manage COCC's dining services in a financially and operationally successful manner. The proposal must provide sufficient detail to allow the College to evaluate its merits.

At a minimum, the Proposer must address the following:

- Describe in detail the proposed residential dining and meal plan program for COCC, including concepts, meal plan structure, pricing, and other relevant considerations. Pricing must reflect the information provided in Section 4.2.
- Describe the proposed retail dining programs, including any new or unique concepts for COCC, use of national or regional brands, pricing, and other considerations. Provide dining concepts and sample menus (with pricing) for each food outlet, including concepts not currently offered by the College.
- Describe the value meal and special meals programs to be implemented at COCC (Section 6.4.5).
- Describe the proposed bakery program (Section 6.4.6).
- Describe the nutritional awareness programs proposed for implementation at COCC.
- Describe how the Proposer will accommodate special dietary needs of resident students, including procedures for requesting accommodations and any applicable limitations (Section 6.3.4).
- Describe customer satisfaction and feedback methods (e.g., surveys, advisory committees, secret shopping) and the processes used to address concerns or complaints (Section 6.3.12).

- Describe how the Proposer will collaborate with the College’s culinary instructional program (Section 6.9).
- Describe how the Proposer will engage as an active member of the campus community and support College activities. Provide examples, if available, from other college or university campuses.
- Explain how the Proposer will work with student leadership to solicit input, build support for the dining program, and evaluate dining service operations. Provide examples, if available, from other campuses.
- Detail the marketing plan that will be implemented if the Proposer is awarded the Contract.
- Describe the proposed dining services website for COCC and provide URLs for comparable sites (Section 6.3.11).
- Proposers will have the opportunity to tour existing dining facilities prior to submitting a Proposal. The Proposal must identify any concerns with current facilities and include recommendations for addressing them.
- Describe any proposed changes to the current dining operations schedule, including how venues will operate during academic breaks and summer months.
- Describe any new services or unique dining options proposed for the Bend campus.
- Provide a preliminary sanitation plan that complies with Section 6.6 of the Scope of Work.
- Submit a proposed staffing plan and résumés (if available) for the following positions: General Manager/Director, Unit Managers, Executive Chef, and Catering Manager. If candidates are not identified, submit detailed job descriptions and minimum qualifications. Describe procedures and capacity for replacing or supplementing on-site management as needed.
- Describe the employee training programs that will be required and provided for staff assigned to COCC (Sections 6.6.3 and 6.11.6).

7.5.3 Catering:

Describe the proposed catering program for the College. At a minimum, the Proposal must include:

- Sample catering menus with pricing.
- Discount programs offered to College departments and student organizations.
- Examples of successful catering operations managed at other colleges or universities, including descriptions of discount programs used at those locations.
- A copy of alcohol management procedures.

7.5.4 Corporate Responsibility: Certain issues of corporate responsibility are of importance to the College. Proposers must address the following:

Fair Labor Practices: Describe the Proposer’s commitment to sourcing food, supplies, and equipment from manufacturers that support fundamental human rights and fair labor practices. Provide a copy of the Proposer’s corporate code of conduct, if applicable, and describe any monitoring activities used to ensure compliance.

- Recycling: Describe the recycling program proposed for campus operations, including handling of metal, plastic, glass, cardboard, paper, and other waste. Describe responsible food disposal practices and any food donation programs implemented at other campuses.
Sustainability: Describe sustainability practices proposed for managing the dining services program, including procurement of environmentally responsible products and services.
- Food Sources and Origins: Describe the sources and origins of proposed food products, including any organic, locally grown, or regionally sourced items, with emphasis on Oregon and West Coast producers where feasible.

7.5.5 Financial:

The College seeks a financial proposal that ensures a fair return while maintaining high operational and quality standards.

- Describe the comprehensive financial proposal, including guaranteed returns to the College and proposed Vendor compensation, including fixed and variable fees.
- Submit a complete three-year dining services pro forma beginning on the Contract Effective Date. The pro forma must include projected sales, labor costs, food costs, direct expenses, depreciation, commissions, and net income.
- Describe financial systems and production forecasting methods used to ensure efficiency, quality, and financial accountability, including accounting procedures, cash controls, audits, inventory controls, and sales reporting.
- Describe any discounts proposed for the College community, including eligibility, discount percentages, and applicable services.

7.5.6 Electronic Systems:

Describe electronic systems that will be used to manage or support dining services, including:

- Accounting Systems
- Payroll systems
- Dining services website
- Network and system security
- Online ordering and mobile payment technology
- Electronic marketing systems
- Any additional systems proposed for use at the College

7.5.7 Transition Plan: Describe the implementation and transition plan that will be executed if awarded the Contract, including key milestones and anticipated commencement dates.

7.5.8 Proposer Experience and Qualifications: Provide information describing the Proposer's organizational experience and qualifications relevant to the services described in this RFP.

7.5.9 Management Experience and Qualifications: Provide experience and qualifications for the General Manager, Executive Chef, and Catering Manager in accordance with Section 6.

7.5.10 Mandatory qualifications: Address all requirements in Section 6.

7.5.11 References: Using Attachment B, provide references from a minimum of three (3) clients of similar size and scope. Preference may be given to references from institutions of higher education.

7.5.12 Plan and Approach: Provide a timeline and detailed description of the Proposer's approach to fulfilling the Scope of Work, including key steps, techniques, and required reports in Section 6.

7.5.13 Price: List all prices in accordance with Section 6, Scope of Work.

7.5.14 Format: To assist with evaluation, Proposers are encouraged to organize their Proposals using the section headings outlined above. Submittals should be clear, concise, and well organized.

SECTION 8: SELECTION CRITERIA AND METHOD OF AWARD

8.1 PROPOSAL ANALYSIS PROCESS

The evaluation process will be centered on the Proposer’s qualifications, skills, knowledge and abilities. The steps described herein shall be taken to analyze and rank the proposals, and to finalize a contract for delivery of the services described herein.

8.1.1 An evaluation committee comprised of appropriate college staff, and as required, technical experts and/or community members, will convene to review the proposals.

8.1.2 Each member of the evaluation committee will complete individual scoring. When that is complete, all scores will be totaled for each Proposer. Proposals will then be ranked in terms of descending order of the total proposal score.

8.1.3 At the College’s discretion, a Competitive Range may be established.

8.1.4 If instituted, Proposers within the Competitive Range may be invited to present their qualifications and experience in interviews with the evaluation committee and may be requested to give an oral presentation. The Project Manager or Lead listed in the proposal to be assigned to the College must be present at the interview.

8.2. SELECTION CRITERIA

All proposals from qualified firms deemed responsive and that provide all the minimum requirements will be evaluated on the following criteria:

PROPOSER’S QUALIFICATIONS	25 points
STAFFING	15 points
PLAN & APPROACH	25 points
REFERENCES	5 points
PRICING	20 points
ADDITIONAL SERVICES AVAILABLE	10 points
TOTAL PROPOSAL POINTS AVAILABLE	100 points

8.3 DETERMINATION OF COMPETITIVE RANGE

The three (3) highest-ranking Proposers in the written evaluation will comprise the Competitive Range for oral presentations and additional clarification, as needed, unless the College, in its sole discretion, decides to increase or decrease the Competitive Range based on the following considerations:

8.3.1 The College may increase the number of Proposers in the Competitive Range if, in the sole determination of the College, it is determined that there is a natural break in the scores of Proposers indicating a number of Proposer greater than three (3) are closely competitive and have a reasonable chance to be the most advantageous Proposer.

8.3.2 The College may decrease the number of Proposers in the Competitive Range if, in the sole determination of the College, fewer than three (3) Proposers have a reasonable chance to be the most advantageous Proposer.

8.3.3 All Proposers whose proposals met the minimum requirements will receive written notice of the Proposers who have been included in the Competitive Range. Proposers within the Competitive Range will continue to the next step as indicated in Section 8.1.

8.4 INTERVIEWS

8.4.1 **If interviews are scheduled**, an interview agenda will be provided to the firms being selected for an interview at least 72 hours prior to interview. The interview is a fact-finding and explanation session only and will not include negotiations. The College will schedule the time and location of presentations. If an oral presentation is requested, any specific requirements for the presentation will be provided in a written notice of the request. Agenda for each invitee may be different depending upon the particular aspects of their Proposal, which may require clarification or additional information.

8.4.2 Interviews and presentations/demonstrations of remaining Proposers will be held at the discretion of the evaluation committee.

8.4.3 Evaluation criteria for the interviews will be as follows:

STAFFING AND MANAGEMENT APPROACH	30 points
COMPREHENSION OF COLLEGE NEEDS	30 points
PRESENTATION	15 points
CLARITY OF RESPONSES	25 points
TOTAL INTERVIEW POINTS AVAILABLE	100 points

Interview points are not cumulative to the written evaluation points

8.5 FINAL RANKING AND NOTICE OF AWARD

Following interviews, if implemented, the proposers will receive a final ranking and the College will review the highest-ranking proposer and make a recommendation of award of the top-ranked Proposer. The Proposer thus selected, will be recommended for award to the Board of Directors when required by College policy, a Notice of Intent to Award will be issued, and the College will enter into contract negotiations. During negotiation, the College may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during the contract negotiations will become part of the final contract.

8.6 RIGHT TO CLARIFICATION AND ADDITIONAL RESEARCH

The College reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the proposal.

8.6.1 The College may obtain information from any legal source for clarification of any proposal or for information on any Proposer including, but not limited to, the Proposer's clients, police files, insurance files and agencies, credit bureaus and professional organizations. The College need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

8.6.2 The College may perform, at its discretion, investigations of any Proposer. Information sought may include, but shall not necessarily be limited to credit history, recent financial statements, insurance coverage and policies, current litigation, contacting references, etc. All such documents, if requested by the College, become part of the public records and may be disclosed accordingly. If the College finds that a Proposer is unable to demonstrate financial responsibility in accordance with ORS 279B.110 in the sole judgment of the College, that Proposer's proposal shall be declared non-responsible and the subject proposal shall be rejected.

8.6.3 The College may postpone the award or execution of the contract before or after Notice of Intent to Award to complete its investigation. The College reserves the right to consider past performance, historical information and fact, whether gained from the Proposer's proposal, question and answer conference, references, or any other source in the evaluation process. The College reserves the right to reject any proposal or to reject all proposals at any time prior to the College's execution of a contract in the event Proposer's reference checks prove unsatisfactory.

SECTION 9: ATTACHMENTS

The attachments listed below are incorporated by reference and provided as separate documents. Hyperlinks are provided for convenience; proposers are responsible for reviewing all attachments regardless of access method.

A: Proposal Request Form

B: References & Project Experience Form

C: Site Risk Acknowledgement Form

D: Schedule of Insurances

E: Sample Terms & Conditions