



COLUMBIA GORGE
COMMUNITY COLLEGE

2017-2018

Request for Competitive Proposals

Request for Competitive Proposals:
Dining and Catering

Submission deadline:
Wednesday, November 15, 2017 at 3:00 p.m.

Issuing Office:
Columbia Gorge Community College
Jim Austin, Facilities Services
400 East Scenic Drive
The Dalles, OR 97058-3434
(541) 506-6070
(541) 506-6072 - fax

Legal Advertisement

Columbia Gorge Community College Request for Proposal

Dining and Catering Services

Proposals Due, **3:00 P.M. Wednesday, November 15, 2017**

Columbia Gorge Community College (College) is soliciting competitive proposals from qualified firms or individuals to operate and provide dining, catering services and manage The Dalles Campus College cafeteria for a period of three (3) years with operations to begin January 1, 2018.

The Request for Proposal package with minimum specifications and required proposal documents may be obtained from the College website <https://www.cgcc.edu/purchasing/bid-announcements> or by contacting Jim Austin, Facilities Director (541) 506-6070, or email at jaustin@cgcc.edu.

Proposal Closing Date and Time is **3:00 PM Pacific Time, Wednesday, November 15, 2017** after which time Proposals will not be accepted.

Minority-owned, Women-owned, and Emerging Small Business enterprises are encouraged to submit Proposals in response to this solicitation and will be afforded full opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award of any contract entered into pursuant to this advertisement. (ORS 279A.110)

The College Board of Education reserves the right to reject any and all Proposals and to waive irregularities.

The College may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Untimely or non-compliant proposals will be rejected.

Sealed proposals must be delivered via Mail or Hand delivery to the following office:

Columbia Gorge Community College
Facilities Services – Room 1.052
400 East Scenic Drive
The Dalles, Oregon 97058
Attn: Jim Austin

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I. Background

Columbia Gorge Community College (College) is an independently accredited two-year public institution located in The Dalles, Oregon. Established in 1977, CGCC serves the needs of students of Wasco and Hood River Counties extending these services into the five surrounding counties. The 2015-16 student population is 1,693 full time equivalents (approximately 3019 individual count) with enrollment growth anticipated.

In 1993, the College purchased the property at 400 East Scenic Drive in The Dalles and created a new and vital campus. The capital upgrades to this former hospital complex included the construction of a cafeteria located in Building 1. This cafeteria is comprised of a 3,900 square foot seating area with approximately 1,500 square feet of space for food preparation, cooking, office and storage. Adjacent to the cafeteria is a commercial and teaching kitchen which is also available for special events and community meal preparation, in addition to serving as an incubator site for small business development.

The College presently operates the cafeteria throughout the calendar year serving the needs of students in addition to the 175 full and part time faculty and administrative staff.

Columbia Gorge Community College (College) is soliciting competitive proposals from qualified firms or individuals to operate and provide dining, catering and manage The Dalles Campus College cafeteria for a period of three (3) years with operations to begin January 1, 2018.

1. Current Food Service

Food Services are currently being provided by David P. Lutgens doing business as (dba) The Class Act Café.

2. Scope

It is the College's desire to contract with one firm or individual capable of successfully providing dining and catering services for a period of three (3) years utilizing all the kitchen facilities located in Building 1 of The Dalles Campus. The Contractor(s) will be responsible for providing all labor, including management, supplies, materials, and additional equipment (excluding built-in fixtures) necessary to provide the services as specific herein and in the proposal response. Further, this contract includes management of the commercial kitchen space and the retention of associated revenues from commercial kitchen tenant use.

II. RFP Information

1. Pre-Proposal Conference

Each Contractor submitting a proposal shall be responsible for inspecting the existing facilities and equipment. Further, each Contractor should attend a pre-proposal conference scheduled for **November 10, 2017 at 10 a.m.** Attendance at this meeting is highly recommended prior to submitting a proposal. The meeting will convene at the Facilities Services Offices Room 1.052 at Columbia Gorge Community College, 400 East Scenic Drive, The Dalles, Oregon. Following the pre-proposal conference there will be a tour of the food service facilities at CGCC and opportunity to review the available equipment and resources.

2. Contacts and Schedule

Single Point of Contact

All questions, clarifications and protests of Proposal terms, conditions, or specifications shall be in writing only and directed to: Jim Austin, Director of Facilities Services , Phone: (541)-506-6070 Fax: (541) 506-6072 Email: jaustin@cgcc.edu.

Pre-Qualification

Pre-qualification is not required for the performance of this Work.

College Responsibilities

After Contract award College Director of Facilities Services shall be responsible for coordination of the work and the contract management.

Proposer's Responsibilities

After Contract award, the Proposer shall designate one (1) Project Manager and designate one (1) additional person to be contacted in case the project manager is not available. The Project Manager shall be the sole contact person between the College and Proposer, and will be responsible for communication and coordination of all work assignments.

Schedule

Advertisement/Release of RFP	October 23- November 10 2017
Pre-Proposal Conference	November 10, 2017 at 10 a.m
Written Questions, Protests and Requests for Change Due Date	November 13, 2017 at 4 p.m.

Proposal Due Date	November 15, 2017 at 3 p.m.
Notice of Intent to Award	November 20, 2017
Board of Education Approval	N/A
Contract Start	January 1, 2018

Obtaining Proposal Documents

The Request for Proposal package may be obtained from the College website <https://www.cgcc.edu/purchasing/bid-announcements> or by contacting Jim Austin (541) 506-6070, or email at jaustin@cgcc.edu.

Protest or Request for Clarification of RFP Specifications or Contract Terms Pursuant to OAR 137-047-0430 or Substitution Requests

Protest Procedure: A Proposer who believes that a specification or other provision of this RFP is unclear, conflicts with another section of the RFP, or otherwise requires clarification, or who believes RFP terms and conditions or specifications are unnecessarily restrictive or limit competition may submit a protest or request for clarification, in writing, to Jim Austin, Director of Facilities Services, Columbia Gorge Community College, 400 East Scenic Drive, The Dalles, OR 97058, (541) 506-6070 fax (541) 506-6072. Request or protests may be submitted via facsimile. Such protest or request for change shall include the reasons for protest or request, and any proposed changes to specifications or conditions.

The College shall promptly respond in writing to each written protest, and, where appropriate, issue all revisions, substitutions, or clarification via addenda to all interested Proposers. All changes or clarifications shall be done by written addendum. Proposers may not rely on verbal or informal clarifications or responses.

All questions, protests of specifications or requests for clarifications must be submitted in writing no later than November 13, 2017 at 4 p.m.. All issues with regard to clarification of objection to specifications in the RFP must be raised pursuant to this section. Such issues that could have been raised pursuant to this process, but were not, shall not be grounds for protest of an award.

Substitutions-The materials, products and equipment described in the specifications establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered unless written request for approval has been received at least ten days prior to the date for receipt of Proposals. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is

upon the Proposer. The College's decision of approval or disapproval of a proposed substitution shall be final.

If the College approves a proposed substitution prior to receipt of Proposals, such approval shall be set forth in an Addendum. Proposers shall not rely upon approvals made in any other manner. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

Notice, Protest of Award OAR 137-047-0610, 137-047-0740

The College shall mail a written notice of award to all Proposers. The written notice of award of the contract shall constitute a final decision of the College to award the contract if no written protest of the notice of award is within seven (7) calendar days of the notice of award is mailed. If a protest is filed timely, the notice of award is a final decision of the agency only upon issuance of a written decision denying the protest and affirming the award. The notice of award and any written decision denying or approving a protest shall be sent to every Proposer.

Any actual Proposer who is adversely affected or aggrieved by the College's notice of award of the contract to another Proposer on the same solicitation shall have seven (7) calendar days after notice of award to submit to the College a written protest of the notice of award. The College shall not entertain a protest submitted after the time period established in this rule. A Proposer adversely affected or aggrieved only if the Proposer is eligible for award of the contract as the next highest-ranked responsible Proposer and is next in line for award, i.e., the protester must claim that all higher-ranked Proposers are ineligible for award because they are nonresponsive or non-responsible.

Proposers must submit written protest of award to Jim Austin, Director of Facilities Services, Columbia Gorge Community College, 400 East Scenic Drive, The Dalles, OR 97058, Phone (541) 506-6070, Fax (541) 506-6072 within seven (7) calendar days after notice of award. The written protest must specify the grounds upon which the protest is based. An issue that could have been, but was not, raised as a request for clarification or protest of a specification shall not be grounds for a protest of award.

Addenda to RFP

If it becomes necessary to revise or clarify any part of this Request for Proposal, written addenda will be provided to all Proposers. Proposers shall acknowledge receipt of all addenda in the appropriate area of the Proposal Form, which shall be returned as part of the Proposal. All addenda issued during the RFP period shall be incorporated into any resultant contract.

Ownership, Public Records

All Proposal materials received will become the property of the College. This RFP and each original Proposal response, together with copies of all documents pertaining to the award of a contract, shall be kept by the College for a period of six years and shall be made part of a file or record, which shall be open to public inspection. If a Proposal contains proprietary information or trade secrets that the Proposer does not want disclosed to the public or used by the College for any purpose other than evaluation of Proposer's offer, each sheet of such information must be marked with the following legend:

"This data shall not be disclosed outside the College or be duplicated, used or disclosed in whole or in part for any purpose other than Proposal evaluation. If a contract is awarded to the Proposer as a result of, or in connection with, the submission of such information, the College shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the College's right to use information contained herein if it is obtained from another source."

The above restriction shall not include cost or price information, which must be open to public inspection.

Duration of Proposals

Each Proposal shall be irrevocable for a period of 90 days from date of Proposal opening. An award of a contract to any Proposer shall not constitute a rejection of any other Proposal.

Conflict of Interest

A Proposer filing a Proposal thereby certifies that no officer, agent or employee of the College who has a pecuniary interest in this Proposal has participated in the contract negotiations on the part of the College, that the Proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer of the same call for Proposals, and that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

Reservation of Agency Rights

The Board of Education of Columbia Gorge Community College expressly reserves the following rights:

- a. To reject all Proposals.
- b. To reject any Proposal or Proposals not in compliance with all prescribed public Proposal procedures and requirements.
- c. To reject any Proposal or Proposals not meeting the specifications set forth herein.
- d. To waive any or all irregularities in Proposals submitted.
- e. To award any or all items or services contained in the Proposal document.

- f. To consider the competency and responsibility of Proposers in making any award.
- g. In the event any Proposer or Proposers to whom a contract is awarded shall default in executing said formal contract, to re-award the contract to another Proposer or Proposers.
- h. The College reserves the right to obtain Proposals from other firms for specific jobs and to select any firm for a given job.
- i. The final award is contingent on funding approval from the State of Oregon.
- j. The College reserves the right to supply or specify materials, equipment and subcontracting. The Contractor shall provide material and warranty transfers for Owner Furnished Contractor installed materials. The College also reserves the right to reject any materials it determines are unsatisfactory in quality, texture and/or content.

Warranty and Guarantee

Unless otherwise specified herein, all goods shall be guaranteed and warranted for a minimum period of twelve (12) months from date of Owner acceptance, including parts, labor, transportation, technician mileage, service calls, etc., except for damage caused by misuse, vandalism or act(s) of God.

Preferences

Pursuant to ORS 279A.120, the College will prefer goods or services that have been manufactured or produced in Oregon if price, fitness, availability, and quality are otherwise equal. Pursuant to ORS 279A.125, the College will prefer goods that are certified to be made from recycled materials if the recycled product is available, meets applicable standards, can be substituted for a comparable non-recycled product; and the cost does not exceed the costs of non-recycled products by more than five percent, or a higher percentage if a written determination is made by the College.

Affirmative Action

Columbia Gorge Community College Board Policy is as follows:

- a. The College Board of Education is committed to ensuring that women and members of ethnic minority groups are represented and employed in College public works contracts. College may ask Proposers for such projects to specify to what extent they intend to subcontract with or employ members of ethnic minority groups or women.
- b. In addition, College pledges to assist all Proposers in identifying ethnic minority or women subcontractors or potential employees. Any Contractor who is recommended for contract award must be prepared to demonstrate that a good faith effort has been made to include qualified subcontractors and members of minority groups in the project team.

Immigration Reform and Control Act

All Proposers shall comply with the provisions of the Immigration Reform and Control Act of 1986 regarding the verification of employment eligibility.

III. RFP Instructions and Requirements

1. General

Contractors must comply with the provisions of these instructions for Completion /Submission of the RFP. The failure of a Contractor to comply with the RFP Instructions may result in rejection of the Contractor's RFP for non-responsiveness.

2. Definitions

As used in this **RFP**, unless the context requires otherwise:

College Representative" means Jim Austin, Director of Facility Services or his designee, acting as the administrator of the College contract and primary contact for the Contractor after award of the Contract.

"Contract" or **"Contract Documents"** includes the Purchase Order, if any, the Contract, the RFP, the Instructions to Proposers, the General Conditions of the contract, the Addenda, if any, incorporated in the Documents before their execution, and all Contracts of a supplemental nature entered into during the progress of the work whether by change order or otherwise, modifying or supplementing any of the documents.

"Contractor" means the person or persons with whom a Contract is entered into by the College for the performance of work or the providing of described services.

"District," "College," "Columbia Gorge Community College," or "Owner" means Columbia Gorge Community College.

"Plans and Specifications" mean the directions, requirements, explanations, terms and provisions pertaining to the various features of the work, the manner and method of proposing for the work, the manner and method of performance of the work, and the manner and method of payment, all as they appear in the contract documents.

"ORS" means Oregon Revised Statutes.

3. Contractor Qualifications

Only Proposals submitted by the Contractors with the relevant experience, qualifications and capacity to meet the needs of CGCC will be accepted. Pre-qualification is not required for the performance of this Work.

4. Submission of RFP

Contractors interested in this opportunity should submit one original and three copies of the Contractor's Proposals, in a sealed envelope to the Facilities Services Department, Columbia Gorge Community College located at 400 East Scenic Drive, The Dalles, Oregon by **3:00 pm on November 15, 2017**. Indicate "CGCC RFP: Dining and Catering Services" on the lower left corner of the envelope. In order to be considered, the Proposal is due at the issuing office on or before the listed due date and time. Proposals must be signed in ink by a corporate officer who is authorized to make such commitments. Each Proposal shall be submitted by mail or delivered in person in a sealed opaque envelope or box.

RFP Contents. Proposal must contain the following, all of which must be submitted concurrently and executed as required by these RFP Instructions:

- Proposal on company letterhead addressing the Requirements and Specifications specified in Section IV 2, including commission percentages;
- Non-Collusion Affidavit, Exhibit A;
- Company Information and Signatory Page, Exhibit B;
- Reference contacts and required information on company letterhead. (Section III 13.)

FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.

The College shall not be responsible for the proper identification and handling of any Proposal not submitted with the required information clearly marked on the envelope. Any Proposal received after the due date and time specified in the RFP will not be considered and will be returned unopened.

Each Proposal response must be accompanied by one fully executed copy of the Proposal Form (Exhibit B) submitted in a separate sealed envelope with the Title of the RFP, Proposer's name and address printed on the exterior.

The Proposal sheets of the specifications shall be signed in ink, as follows:

- In the case of an individual Proposer, by such individual Proposer.
- In the case of a partnership, the name of the partnership must appear upon the Proposal, and be signed in the name of such partnership by at least one partner. In addition to such signature, the names of all partners shall be stated in such Proposal.
- In the case of a corporation, the corporate name shall be subscribed to by the president or other managing officer, and there shall be set forth, under the signature of such officer, the name of the office he holds or the capacity in which he acts for such corporation.
- Proposals shall not contain any erasures or corrections unless each change is initialed by the Proposer.

Proposer's signature on the Proposal form also certifies that the Proposer has read and fully understands all RFP specifications, terms and conditions. No consideration will be given to any claim resulting from proposing without comprehending all requirements of the RFP documents.

Proposals that do not provide all required information may be rejected.

5. Modifications to Submitted RFP

Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by the College prior to proposal closing. Proposals may also be withdrawn in person prior to proposal closing upon presentation of appropriate identification.

6. Signature

A responsible executive officer or employee of the Contractor must sign the proposal. An unsigned, but executed Proposal will be rejected for non-responsiveness. Proposer's signature of the Proposal Form also certifies that the Proposer has read and fully understands all RFP specifications, terms and conditions. No consideration will be given to any claim resulting from proposing without comprehending all requirements of the RFP documents.

7. Non-Collusion Affidavit

Each Contractor shall submit with its response a duly completed and executed form of Non-Collusion Affidavit; the required form of Non-Collusion Affidavit is included as Exhibit A in this RFP.

Evidence of Responsibility

Upon the requests of the College, a Contractor whose Proposal is under consideration shall upon request promptly submit to the College satisfactory evidence showing the Contractor financial resources, organization, and facilities available for the performance of the contract. The failure of such a Contractor to submit requested materials in a timely manner will result in rejection of the Contractor's Proposal for non-responsiveness.

8. Modifications to Proposal

The College reserves the right to modify this RFP or any portion hereof by written addendum issued to all Contractors who have previously obtained this RFP from the College. All addendum issued by the College pursuant to the foregoing shall be deemed incorporated into the Proposals.

9. Contractor Inquiries

Contractors may request clarifications or make other inquiries concerning this RFP or the requirements hereof. Questions regarding this RFP shall be submitted in writing to Jim Austin, Director of Facilities Services. The intent is to create a fair and open RFP with all Contractors having access to equal information.

The Request for Proposal package may be obtained from the College website <https://www.cgcc.edu/purchasing/bid-announcements> or by contacting Jim Austin (541) 506-6070, or email at jaustin@cgcc.cc.edu.

Protest or Request for Clarification of RFP Specifications or Contract Terms Pursuant to OAR 137-047-0430 or Substitution Requests

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The College shall promptly respond in writing to each written protest, and, where appropriate, issue all revisions, substitutions, or clarification via addenda to all interested Proposers. All changes or clarifications shall be done by written addendum. Proposers may not rely on verbal or informal clarifications.

All questions, protests of specifications or requests for clarifications must be submitted in writing no later than **November 13, 2017 at 4 p.m.** All issues with regard to clarification of objection to specifications in the RFP must be raised pursuant to this section. Such issues that could have been raised pursuant to this process, but were not, shall not be grounds for protest of an award.

Substitutions-The materials, products and equipment described in the specifications establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

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If the College approves a proposed substitution prior to receipt of Proposals, such approval shall be set forth in an Addendum. Proposers shall not rely upon approvals made in any other manner. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

Notice, Protest of Award OAR 137-047-0610, 137-047-0740

The College shall mail a written notice of award to all Proposers. The written notice of award of the contract shall constitute a final decision of the College to award the contract if no written protest of the notice of award is within seven (7) calendar days of the notice of award is mailed. If a protest is timely filed, the notice of award is a final decision of the agency only upon issuance of a written decision denying the protest and affirming the award. The notice of award and any written decision denying or approving a protest shall be sent to every Proposer.

Any actual Proposer who is adversely affected or aggrieved by the College's notice of award of the contract to another Proposer on the same solicitation shall have seven (7) calendar days after notice of award to submit to the College a written protest of the notice of award. The College shall not entertain a protest submitted after the time period established in this rule. A Proposer adversely affected or aggrieved only if the Proposer is eligible for award of the contract as the next highest-ranked responsible Proposer and is next in line for award, i.e., the protester must claim that all higher-ranked Proposers are ineligible for award because they are nonresponsive or non-responsible.

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Addenda to RFP

If it becomes necessary to revise or clarify any part of this Request for Proposal, written addenda will be provided to all Proposers. Proposers shall acknowledge receipt of all addenda in the appropriate area of the Proposal Form, which shall be returned as part of the Proposal. All addenda issued during the RFP period shall be incorporated into any resultant contract.

10. Evaluation of RFP Proposals & Award

RFP awarded will be to the Contractor who supplies the best proposal for college food service to the College as defined in Section IV 2, Proposals.

The College reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal or in the proposal process. Award of the contract(s) by the Local Contracting Agency, the CGCC Board of Directors, will be based upon a comprehensive review and analyses of the proposal(s), which best meet the needs of the college communities. The College will be the sole judge of the suitability of the proposed food services and the Contractors shall abide by its decision.

Proposers may not withdraw an RFP for a period of ninety (90) days after the date set for the opening of RFP. The Columbia Gorge Community College is an equal opportunity, affirmative action employer. The College reserves the right to award the RFP to multiple Contractors if this is the best option for the college. RFP response shall be made on company letterhead and signed by the appropriate company officials.

11. Contract Terms & Conditions

By submission of a proposal, Contractor agrees to abide by or exceed the terms and conditions of the proposal and contract documents. Any exceptions by the Contractor shall be clearly noted in the proposal response and alternate language shall be proposed therein. Any and all agreements, forms, etc. that the Contractor would require the College to sign and approve in the event of the award of contract must be included with the proposal response. Contractor will be required to sign a contract in a form substantially similar to the one attached to this RFP as Exhibit D.

12. References

The Contractor shall include with its proposal response a minimum of three (3) customer references for which it has successfully provided food and dining services. The references shall include the following, minimum information presented on company letterhead: firm or individual name, contact name, complete address, email address and telephone number, type of service provided, and length of contract/relationship.

13. Contractor Financial

The Contractor takes sole responsibility for wages, including withholding of income taxes, social security taxes and preparation and filing of IRS Form 1099 for each individual furnished to the College under this contract, workers' compensation premiums, compliance with OSHA and all employment-related regulations relating to its employees. In addition, the Contractor it will be responsible for its own acts and those of its subordinates, employees and agents during the term of this contract. Contractor agrees that as an independent Contractor it is solely responsible for all Federal, State and Local taxes. Finally, the Contractor agrees that its

officers and employees do not become employees of the College, nor are they entitled to any College employee benefits because of the execution of this contract.

14. Independent Contractor Status

Contractor hereby agrees that the College has retained the respondent as an independent Contractor and not as an agent or employee of the College. Further, Contractor agrees that it has and retains the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work.

15. Sub Contractors

If the Contractor proposes sub-contracting any portion of the services proposed, the Contractor shall include references from comparable institutions for which the subcontractor has successfully provided food and dining services. Contractor may not subcontract its obligations under this Contract without College's prior written consent. Contractor shall indicate the name and location of the place of business of each subcontractor who will provide services to the Contractor. Contractor shall ensure that the food services provided by subcontractor meet with the high standards anticipated herein, and shall provide verifiable evidences of subcontractor's qualifications for proposed services. Contractor shall remain liable for the full performance of the provisions of the Contract, notwithstanding any such subcontract.

- a. Contractor agrees that before any subcontractor begins work on the premises it will provide College with a Certificate of Insurance verifying that the insurance required is in full force and effect.
- b. Contractor agrees that it will secure and provide to College prior to the subcontractor beginning work on the premises, a statement evidencing said subcontractor's contract to comply with all terms of the Contract and a copy of the Contractor's contract with the subcontractor, which contract shall contain a provision incorporating by reference the terms and conditions of the Contract.

16. Conflict of Interest

No officer, member or employee of the College and no member of its governing bodies shall any pecuniary interest, direct or indirect, in this contract or the proceeds thereof. No Contractor or member of Contractor's family shall serve on a College board, committee, or hold any such position which either by rule, practice or action nominates, recommends, supervises Contractor's operation or authorizes funding to Contractor.

17. Licensing

The Contractor shall comply with all Federal, State and local health and sanitation regulations, and licensing requirements relating to its personnel and maintenance of the kitchens, dining rooms, storage areas, clothing, etc. It is expressly understood that the Contractor assumes sole responsibility of observance of, and so observes and complies with all provisions Federal, State, and local laws governing or relating to the operation of food services.

18. Fair Labor Standards

The Contractor agrees to comply with all Federal, State and local regulations governing or relating to conditions of employment for its employees, including, but not limited to, the Fair Labor Standards Act, the Employee-Right-to-Know Program, Americans with Disabilities Act, and the Employee Injury and Illness Prevention Program. Employees of the Contractor(s), prior to being assigned to work under this contract, shall have a current valid food handlers card and shall have cleared a criminal background check performed by Contractor. The Contractor's employees shall abide by the College's Rules and Regulations while on the College's premises at all times.

19. Liquidated Damages

Food services shall be implemented and fully operational as of January 1, 2017. If the food services are not fully operational by this time, it is understood that the College will suffer damage. It is agreed that Contractor shall pay to College as fixed and liquidated damages, and not as a penalty, the sum of fifty dollars (\$50.00) per day for each calendar day of delay until the food services program is fully operational as specified herein. Contractor and his surety shall be liable for the amount thereof.

The successful Contractor must agree to fully cooperate with the incumbent Contractor in order to achieve an orderly transition while maintaining food service operations. The College expects the cafeteria facilities to be vacated and available to the successful Contractor by 12:00 a.m. on December 18, 2017 after which time the College will conduct an inventory with the successful Contractor and turn operations to that Contractor by 7:00 am of December 18th, 2017. It is expected that there may be limited food services initially (30 days) but that the cafeteria will be fully operational within one week of turnover to the successful Contractor.

The Contractor shall not be charged liquidated damages because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God or of public enemy; acts of Government; acts of College or anyone employed by him, or acts of another Contractor in performances of a contract with the College; fires; floods; epidemics; quarantine restrictions; strikes; freight

embargoes; or, unusually severe weather. Contractor shall within three (3) days of the beginning of any such delay (unless the College grants a further period of time prior to date of final settlement of the contract) notify the College in writing of causes of delay; thereupon the College shall ascertain the facts and extent of delay and grant extension of time for implementation of food services when, in its judgment, the findings of fact justify such an extension. In case of a continuing cause of delay, only one claim is necessary.

20. Legal Entity

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the College in order that proper steps are taken to have the change reflected in all legal documents. In the event the Contractor ceases operation for any reason, including bankruptcy, it shall be incumbent on the Contractor to continue operation until relieved by a subsequent food service Contractor chose by the College (not to exceed ninety (90) days). The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the College.

21. Promotion

In no instance will the College name be used by the Contractor in connection with any advertising or promotion *without the specific written permission* of the College which will not be withheld unreasonably.

22. Liability and Insurance

Contractor shall be responsible for all damages to persons or properties that occur as a result of Contractor's or Contractor's employees fault or negligence in connection with the performance of this Agreement.

The Contractor shall be responsible for all damages to persons or properties that occur as a result of Contractor's or Contractor's employees' fault or negligence in connection with the performance of this Agreement. The Contractor shall provide at its sole expense, fire and extended coverage on the Contractor's property, and general liability hazards insurance which shall include:

A. Contractor shall procure and maintain during the life of this Agreement Commercial general liability insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate combined single limit, for Bodily Injury and Property Damage and business automobile liability insurance in an amount not less than \$2,000,000 including coverage for owned, non-owned and hired vehicles. Proof of insurance must be provided within fifteen days after award of the contract. Columbia Gorge Community College shall be named as Additional

Insured on the Commercial General Liability policy. (Business Auto Policy includes the language)

B Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. Evidence of Workers Compensation Insurance shall be provided to Community College.

C. A fire legal liability endorsement to general liability coverage in the amount of \$250,000 per occurrence.

All insurance coverage must be provided by an insurance company having an A.M. Best rating of at least A-and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

23. Proof of Insurance

Certificates of Insurance for coverage's required herein shall be filed with the College's Facilities Services Office *prior to the commencement of work*. The certificates shall provide that if the policy or policies be canceled by the insurance company or Contractor during the term of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to College's Business Office. The certificates shall also show the information that the Columbia Gorge Community College is named on Contractor's Comprehensive General Liability and Property Damage policies as co-insured or added thereon by endorsement as a named insured or additional insured.

24. Indemnification

The Contractor, at its expense, shall indemnify the College from and defend or settle any claim or action brought against the College to the extent that it is based on a claim that any services furnished hereunder infringing any patented or unpatented invention, copyright, trademark, service mark, trade secret, process, article, appliance manufactured or used or other legally protected proprietary right. The Contractor shall pay all costs, fees (including attorneys' fees) and damages which may be incurred by the College for any such claim or action or settlement thereof.

25. Taxes

The Contractor assumes complete liability for all taxes applicable to the operations, income and transactions of the Contractor. The College shall not be liable and will not make reimbursement to the Contractor for any tax imposed wither directly or indirectly upon the Contractor by any authority by reason of the Contract or otherwise.

The Contractor recognizes and understands that the contract may create possessor interest subject to property taxation and that the Contractor may be subject to the payment of property tax levied on such interests.

26. Confidentiality

The College defines confidential information as all information disclosed to Contractor that relates to the College's past, present and future activities, as well as activities under this agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Contract, Contractor will return to the College all written or descriptive materials that contain any such confidential information.

27. Contractor Payments

- a. Contractor shall submit a monthly commission payment by the 15th of the following month to:

Columbia Gorge Community College
Business Office Accounts Receivable
400 East Scenic Drive
The Dalles, OR 97058

- b. Information on the payment shall include:

- Payment month
- Payment due date
- Total revenue and commission amount paid to the College

IV. Food Service Requirements and Specifications

1. Introduction

The Columbia Gorge Community College is seeking proposals from established food service companies that have a successful record of providing quality food and dining services to comparable institutions or situations. However, the College will not limit this opportunity to companies that traditionally serve school systems. The College is very interested in proposals from Contractors who can think and produce outside of the traditional school dining experience box, and can offer the College interesting, inventive, high quality and cost-effective dining solutions for its students, faculty and staff. The food service program should complement and enrich the educational experience enjoyed both by students and staff.

Further, the College desires a Contractor who will work as a member of the College team to create a healthy, positive and profitable food service solutions for the entire campus food and beverage needs.

2. Proposals

a. Creative Proposals:

The College views this as an opportunity to enhance the College food service program. The College is soliciting proposals from Contractors who realize the potential of our student population and are eager to help create an interesting, atmosphere with multiple and diverse offerings.

b. Hours of Operation:

Hours of operation are expected to be based on the needs of the stakeholders of the College including students, faculty, staff and guests. Instruction at the College is delivered based on an academic year comprised of four terms. Exhibit C details the significant dates of the 2017-19 academic calendar and includes holidays and mid-term breaks for students and faculty. Note - the College administrative staff is on site throughout the calendar year.

The current hours of operation are from 8 a.m. to 6 p.m., Monday to Friday.

c. Equipment:

As part of the proposal response, the Contractor shall address any deficiencies they see in the existing facilities and equipment. The Contractor shall include a listing of any permanent equipment and/or remodeling of facilities necessary to successfully implement the proposed food services.

d. Proposal Evaluation Criteria:

Proposals will be evaluated based on the quality and variety of the menu, student/staff satisfaction measurement methods, the company's qualifications such as management, staffing, financial stability, and the financial terms and conditions of the proposal. Proposals will be evaluated based on the following criteria considered illustrative and not exclusive and listed in order of their relative priority with most important first:

1. General quality and innovation of food service program
 - Relevant institutional experience and qualifications of proposed staff
 - Sample menus and proposed service schedule,
 - Provision of diverse food service reflecting current market and health awareness
 - Proposed marketing plan and/or ideas
 - Considerations for responsible environmental policy and practices

- Ability to thrive in College environment and partner with students, faculty and staff by providing a positive and innovative food service program.
2. Demonstrated expertise/capability to provide quality program
 - Staff resources/training program/human resources practices
 - Special skills, management resources, or unique services that enhance overall food service operations
 - Past experience in educational institutional food operations management
 - Client reference list
 - Methods and procedures of self-evaluation and correction
 3. Financial
 - Sample menu pricing and possible specials examples
 - Sample College event catering pricing
 4. Ability to work with College as it undergoes growth
 - Operational flexibility and growth capability
 - Proposed plan for growth over the contract period
 5. Proposer questionnaire (please respond specifically to the following questions)
 - Numbers of years in business/operation
 - Ability to meet or exceed current level of service
 - Financial stability of company

3. Expectations

a. Customer Services Driven Operation:

The College is seeking to partner with a Contractor who has a commitment and solid track record of customer service. Pleasant and courteous staff members and leadership who understands that the College desires a team approach and a Contractor and who demonstrates a professional responsibility to customer service issues.

b. Expected Teamwork:

The successful food services Contractor will be expected to participate collaboratively in the college community by:

1. Remaining responsive to suggestions, concerns and changing needs of the students and staff;
2. Promoting healthful eating habits and offerings;
3. Employing environmentally sound practices when possible;
4. Regional food offering if possible;

5. Providing a positive working environment
6. Cooperatively co-existing with the vending services Contractors, the College's Facilities Services Department, college departments, and other operators with whom the College may have contracts.

c. Student/Staff Demand

Our students and staff require diverse, healthy and fresh food offerings, quality food at reasonable prices that is often in the "quick to eat" or "grab-n-go" category. The College expects that a diverse and changing menu will be provided with seasonal updates and attention paid to special holidays. Proposals should include a plan to address the food needs of students as the number one customer, but also include ideas on how to satisfy the faculty, staff and outside community building users.

d. Facilities:

The College expects that Contractor will work to assure the quality of the dining experience, including vigorous maintenance in food preparation areas and café seating area to assure notably clean and sanitary conditions.

e. Mission:

It is the College's intention that the food services program should complement the College's educational mission and to serve the students, staff and community. To accomplish this, the Contractor is requested to:

- Disseminate information and feature displays which serve to educate consumers in becoming better informed and in developing healthier eating habits.
- Employ environmentally sound practices which will further the College's efforts in recycling, and water and utility conservation.
- Provide a positive working environment for their employees.
- Endeavor to employ students enrolled at the Colleges whenever possible.
- Positive interactions with clients and customers consistently.

f. Catering:

Contractor(s) will have the capacity to provide a full and creative catering menu for college events. The College reserves the right to work with the Contractor on catering menus and to determine catering pricing collaboratively. The Contractor shall be given a right of first refusal to cater college-sponsored events. These events may include but are not limited to staff and faculty functions, College Foundation functions, Graduation receptions, College Board meetings, tenant, student and guest events. The College reserves the right to enter into catering contracts with outside catering companies, other than the selected food service

Contractor for Building 10 only. The College, as represented by official college student clubs and college activities, reserves the right to hold food sale fundraisers.

g. Right of First Refusal

Exclusive rights will be granted to the Contractor to operate the daily food services in the assigned facilities. The Contractor will receive "Right of First Refusal" to provide catering services for special functions for the College and its related functions occurring on The Dalles Campus (except Building 10).

h. Cleanliness & Repair:

The Contractor shall be responsible for cleanliness of the kitchen, including facilities fixed equipment, preparation and serving areas. This includes bussing and cleaning of table tops in the main cafeteria dining areas. Sanitation grades, less than grade A, will be unacceptable and negligence to sanitation will result in contract default on the Contractor's behalf. The Facilities Director is charged with the task to examine sanitation reports and perform spot checks on the Contractor.

The winning foodservice Contractor is required to maintain all appropriate health regulations and exceed the average of inspection reports. Further, the Contractor will keep the kitchen, the server, and the dining hall (tables and chairs) orderly and sanitary. **This is the sole responsibility of the Contractor and is not a service provided by our Facilities Department.** Facilities team management will make random inspections throughout the contract period and will vigilantly require excellence in cleanliness. The College will furnish maintenance staff, as required for the proper maintenance and repair of facilities base building functionality. It is the Contractor's responsibility to maintain the fixed equipment used in the operation thereof in conjunction with established College procedures. If equipment is inadequate or failing, the Contractor should submit a written request for replacement and work directly with the College Facilities Department to determine the appropriate strategy for repair, replacement or upgrades.

By signing Exhibit B of this document your firm understands this statement and is willing to be responsible for cleanliness and operational upkeep of equipment.

i. Communication with the College:

The College expects the food service operations management team to abide by all state and local health department regulations and procedures. The operations manager is expected to communicate with the College with any violations noted during health inspections within 5 days of the visit. The operations manager is also expected to post inspection reports in a visible area (location to be determined by College). To ensure effective communication

between the operations manager and the College, the operations manager will be encouraged to schedule regular meetings with the Director of Facilities Services not less often than quarterly.

j. Contractor Continuous Self Improvement:

The Contractor shall conduct a program of inquiry and evaluation through campus inquiry and “how did we do?” comment cards to determine the level of satisfaction of the students and the college community with the food services offered. This input will be a tool to refine the food service operation to assure self-improvement that aligns with College needs and expectations.

4. Information

a. Contract dates:

The food service program must be available while classes are in session, including final exams week. The Contractor(s) should open during peak hours when high demand exists, as well as those hours during which services of a lesser scope are required. The College will work with the successful Contractor to ensure that foodservice facilities are available for transition at the end of the fiscal year, as necessary.

b. Operational Costs:

Contractor is responsible for the following operational costs.

- a) Food products and kitchen supplies.
- b) Taxes, insurance, and labor, including wages, benefits, Social Security tax, Workers' Compensation and unemployment insurance.
- c) All linens, towels, and laundry services, and disposable supplies including paper plates, cups and utensils.
- d) Uniforms.
- e) Routine sanitation and cleaning of kitchen and service equipment necessary to the operation of food services.
- f) Replacement of College china, glassware, silverware and other small items as agreed upon at time of inventory.
- g) Long distance telephone expenses and office supplies.
- h) Garbage and trash removal from food preparation areas to College provided receptacles.
- i) Transportation and vehicle costs required for food service operation.
- j) Contractor will abide by all College contracts regarding food and beverage products, including vending.

c. Accounting:

The Contractor shall be responsible for collection, retention and accounting of all monies, from sales in the food service operation. The Contractor shall maintain financial procedures and record keeping in accordance with generally accepted accounting practices, and shall make said financial records and supporting documents available for inspection, reproduction and audit by the College at its request.

The Contractor shall remit to the College, monthly payments or commissions by the fifteenth (15th) of the month following the close of each month. The College expects the Contractor to use a modern networked cashiering system and provide itemized receipts to the customer. Further, the College expects access to reports that show peak and slow hours and sales data.

The accounting period for the operation of food services shall be July 1 – June 30, and all accounting records and statements shall be based upon that period. The Contractor shall supply the college business office with annual Profit and Loss Statements and copies of audited annual financial statements.

V. College's Responsibilities

1. The College shall provide, as mutually agreed, the space and facilities reasonably required by the Contractor for the efficient and productive operation of its food services, all of which shall be and remain the sole property of the College. The College shall provide all necessary keys to ensure the Contractor's supervisory personnel have adequate access to the food service and preparation areas.
2. The administrative liaison to function as the Contractor's primary contact for daily operations is the Director of Facilities Services. In addition, the College shall designate one administrator who has final responsibility for administration of the contract and resolution of any disputes.
3. The College reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the food service and facilities at any time with respect to the quantity, quality, grades and nutritional value of food proposed for purchase, the methods of service, the prices of menu offerings, the hours of service, and sanitation and maintenance of facilities and equipment, all of which shall be maintained at levels satisfactory to the College. The College shall have input on the menu cycle and selection, both for the food service menu and the catering menu. The College reserves the right to approve any changes in menu or schedule other than those mentioned in this RFP or any contract arising from it.
4. The College shall be responsible for base building functionality including the maintenance and repair of the building and of all plumbing, heating, air conditioning, and electrical

systems necessary to the operation of the building. On an overtime basis the College will clean the exterior floors, windows, walls, and interior windows in the kitchen and dining areas when requested by the foodservice operator.

5. The College will provide one computer setup (desktop CPU, single monitor, keyboard and mouse), two phones and one Ethernet jack for the credit card processing equipment. If the Contractor requires additional technology needs, additional costs will be the responsibility of the Contractor and subject to College approval.
6. The College shall make major capital purchases, replacements or additions to the buildings as is necessary at the discretion of the College and in collaboration with the Contractor.
7. The College reserves the right of authorized Business Office personnel, or authorized representatives thereof, to conduct audits of cash control procedures, and financial reporting practices of the Contractor with 24 hour notice.
8. The College is responsible to ensure that all existing college food service equipment is operational at start-up and throughout the term of the contract in cooperation with the Contractor.
9. The College reserves the right to have separate contracts with coffee cart providers and vending contractors outside of the scope of this agreement.

Exhibit A

Non-Collusion Affidavit

Food Service and Vending Operations

I, _____ of the City of _____
In the County _____ and the State of _____ of full age, being
duly sworn according to law on my oath depose and say that:

I am _____ of the firm _____,
the Bidder making the Bid for the above-named project, and that I executed the said Bid with
full authority so to do; that said bidder has not, directly or indirectly entered into any
agreement, participated in any collusion or otherwise taken any action, in restraint of free,
competition in connection with the above named project; and that all statements
contained in said Bid and in this affidavit are true and correct, and made with full
knowledge that the Columbia Gorge Community College relies upon the truth
of the statements contained in said Bid, in this affidavit and in any statements
contained in the Bid, in this affidavit and in any statements requested by the College
showing evidence of qualifications in awarding the contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to
solicit or secure such contract upon an agreement or understanding for a commission,
percentage, brokerage, or contingent fee, except bona fide employees or bona fide
established commercial or selling agencies maintained by

_____.

Name of Contractor

Subscribed and sworn to

Before me this _____ day of , 20____.

Notary Public

My Commission Expires _____, 20____

Exhibit B

Academic Calendar - 2017-2019

	2017-2018	2018-19
SUMMER TERM (11 weeks)		
Registration begins	May 30	May 29
CLASSES BEGIN	JUNE 26	JUNE 25
Last Day to Drop with Tuition Refund for 8-11 Week Classes*	June 30	June 29
Late fees begin	July 3	July 2
Independence Day Holiday (College Closed)	July 4	July 4
Last Day to Withdraw from 11 Week Classes*	August 18	August 17
Labor Day Holiday (College Closed)	September 4	September 3
SUMMER TERM ENDS	SEPTEMBER 8	SEPTEMBER 7
Final grades submitted (no later than 12:00 noon)	September 11	September 10
Summer Term Grades Available Online	September 13	September 12
FALL TERM (12 weeks)		
Registration begins	May 30	May 29
Faculty In-Service	September 23	September 22
CLASSES BEGIN	SEPTEMBER 25	SEPTEMBER 24
Last Day to Drop with Tuition Refund for 8-12 Week Classes*	September 29	September 28
Late fees begin	October 2	October 1
Veterans Day Holiday (College Closed)	November 10	November 12
Last Day to Withdraw from 12 Week Classes*	November 17	November 16
Thanksgiving Holiday (College Closed)	November 23, 24	November 22, 23
FALL TERM ENDS	DECEMBER 15	DECEMBER 14
Final grades submitted (no later than 12:00 noon)	December 18	December 17
Fall Term Grades Available Online	December 20	December 19
Winter Holidays (College Closed)	December 22, 25, 26	December 24, 25, 26
WINTER TERM (11 weeks)		
Registration begins	November 27	November 26
New Year's Holiday (College Closed)	January 1	January 1
CLASSES BEGIN	JANUARY 8	JANUARY 7
Last Day to Drop with Tuition Refund for 8-11 Week Classes*	January 12	January 11
Late fees begin	January 15	January 14
Martin Luther King Holiday (College Closed)	January 15	January 21
Last Day to Withdraw from 11 Week Classes*	March 2	March 1
WINTER TERM ENDS	MARCH 23	MARCH 22
Final grades submitted (no later than 12:00 noon)	March 26	March 25
Winter Term Grades Available Online	March 28	March 27
<i>SPRING BREAK</i>	<i>March 26-30</i>	<i>March 25-29</i>
SPRING TERM (11 weeks)		
Registration begins	March 5	March 4
CLASSES BEGIN	APRIL 2	APRIL 1
Last Day to Drop with Tuition Refund for 8-11 Week Classes*	April 6	April 5
Faculty In-Service	April 7	April 6
Late fees begin	April 9	April 8
Last Day to Withdraw from 11 Week Classes*	May 25	May 24
Memorial Day Holiday (College Closed)	May 28	May 27
SPRING TERM ENDS	JUNE 15	JUNE 14
<i>GRADUATION</i>	<i>June 15</i>	<i>June 14</i>
Final grades submitted (no later than 12:00 noon)	June 18	June 17
Spring Term Grades Available Online	June 20	June 19

Exhibit C

NOTICE OF INTENT TO PROPOSE

Notice of Intent to Propose form must be returned to Columbia Gorge Community College no later than
4:00 p.m. Thursday, November 9, 2017

Submit forms via fax, email or mail to:
Columbia Gorge Community College
Jim Austin, Director of Facilities Services
400 East Scenic Drive
The Dalles OR 97058
jaustin@cgcc.edu
Fax: (541) 506-6072

Company Name: _____

Designated Contact Person: _____

Title: _____

Address: _____ City/State/Zip: _____

Phone: _____ Email: _____

Fax: _____