



Request for Proposals

042624

Food Services

Columbia Basin College

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I. INSTRUCTIONS TO VENDORS

In order to be considered, proposals must be submitted in accordance with the following instructions:

1. Preparation of Proposal:

- a. Proposals may be delivered via email or in a sealed envelope. Either method should clearly include the vendor's company name and proposal name. Either needs to be received in the purchasing department on or before the date and time indicated in this call for proposal. Late proposals will be rejected. Columbia Basin College (hereinafter referred to as "CBC" or the "College") under direction from the Vice President for Administration Services or their designee (hereinafter referred to as the "College Designee") will not be responsible for proposals delivered to any location other than the purchasing department, either by vendor or postal department. Proposals must be in the hands of the purchasing department at the time and date of opening to be considered.

Return proposals to:

Purchasing@columbiabasin.edu

Or

Purchasing
Columbia Basin College
Purchasing Department, MS-A12
2600 N 20th Avenue
Pasco, WA 99301-3379

- b. Proposals shall be submitted in the format provided in this document, portions of which may be copied if required. Proposals must be typewritten and signed by the vendor's authorized representative. Incomplete proposals will be rejected unless such omissions do not materially affect the proposal itself. Data submitted shall be in the same order as requests for information appear in this request for proposal.

After submission of original proposals as outlined above, the vendors will be asked to supply identical duplicate copies of their proposals in electronic format for use by the Evaluation Committee.

- c. Proposals must be submitted with all pages of the proposal intact. This bid document shall become a part of any bid awarded by contract. Do not omit any pages. Return completed document properly signed and executed on or before date and time of opening.

2. Responsibilities

- a. It is each vendor's responsibility to assure that the proposal is received by CBC before the submittal due date and time.
- b. Vendors shall examine and understand this entire document and seek clarification from the AVP Campus Operations, if required. Please send all communications to bdexter@columbiabasin.edu.
- c. Vendors shall fully inform themselves as to the facilities, conditions and limitations.
- d. Vendors shall include sufficient data to cover all items required by the agreement. Negligence in preparing a bid does not constitute the right of withdrawal after bid opening.
- e. Vendors shall make every attempt to attend the on-site facilities tour, which has been scheduled to begin at 10:00 am on Wednesday May 8, 2024. Although not mandatory, it is highly recommended as this will be the only time vendors will be allowed to tour facilities prior to bid opening. Failure to attend a tour will not relieve the vendor from all responsibilities of the awarded contract and complying with all terms, conditions and specifications of this proposal request. The tour will begin inside the south doors of the HUB, Building H at Columbia Basin College, 2600 N 20th Avenue, Pasco WA 993001. See attachment C.

3. Inquiries

- a. In the event the vendor finds discrepancies in or omissions from the specifications, is in doubt as to their meaning or has questions regarding the tour, vendor shall email these to the AVP for Campus Operations no later than 2:00 pm May 15, 2024 to bdexter@columbiabasin.edu. Only vendors who submit questions or ask to receive the compiled questions/answers list via email will receive future communications.
- b. All inquiries shall reference the appropriate section and paragraph number of this document. The AVP for Campus Operations will send emailed instructions or addenda to all vendors no later than May 22, 2024.
- c. Only questions answered by formal, written addendum shall be binding and no questions will be accepted after May 15, 2024. Only general questions will be answered at the on-site tour, and all others must be in email.

4. Modifications

- a. Proposal modifications must be submitted in writing prior to submission date and time. Prior to submittal, proposal changes or modifications shall be initialed in ink by an authorized company representative.
- b. After submittal, prior to proposal due date and time, the vendor may

withdraw the proposal if such request is submitted in writing or email.

- c. After the proposal opening, no proposal shall be altered, amended or withdrawn.

5. Public Record

- a. All proposals submitted become the property of CBC and are a matter of public record.

6. Minority and Women's Business Enterprises

- a. In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Vendor/Proposer. However, unless required by federal statutes, regulations, grants or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/proposals, no minimum level of MWBE participation shall be required as condition for receiving an award and bids/proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. Vendors may contact OMWBE to obtain information on certified firms for potential subcontracting arrangements.

7. Standard Terms and Conditions

- a. Any agreement resulting from this Request for Proposals shall be governed by the "CBC Standard Terms and Conditions revised 01/1/24". Prospective vendors are encouraged to review these terms prior to submitting a proposal. This is provided in Attachment F.

II. Schedule of Events

April 26, 2024	Solicitation for Food Service Proposals
May 8, 2024	Tour of CBC Food Service Facilities beginning 10:00 AM at Columbia Basin College (CBC). Tour will begin in the downstairs of the H Building (HUB)
May 15, 2024	Deadline for vendors to submit questions emailed to bdexter@columbiabasin.edu
May 22, 2024	AVP for Campus Operations will respond to questions, if any, via addendum
May 31, 2024	Proposals due via email by 11:00 am purchasing@columbiabasin.edu
June 7, 2024	Proposals reviewed and semifinalists selected
June 17 - 21, 2024	Appointments for selected vendors to provide food sample at CBC
July 8, 2024	Award of contract and coordination with successful contractor
August 1, 2024	Initiation of new agreement
September 9, 2024	Hawks Nest Soft Opening
September 16, 2024	Full Open

III. Contractor Requirements

1. Scope

The Contractor shall have exclusive rights to purchase, prepare, serve and sell on a profit or loss basis, food, food products and beverages (except vending machine products, athletic concessions, student organization food sales or fund raisers, catering wagons and other unspecified catering and food service as required) in the CBC cafeteria, hereinafter referred to as the service area, as well as one espresso stand located at Columbia Basin College. The cafeteria is located in the Hawk Union Building H (HUB), Columbia Basin College 2600 North 20th Avenue, Pasco Washington 99301. Exclusive rights are to the Hawks Nest cafeteria in the Hawk Union Building only and will exist so long as food and beverages are prepared and made available for sale in quantities sufficient to meet anticipated demand and of a quality which elicits a high level of customer satisfaction, or unless otherwise indicated within this proposal.

As an alternative option, CBC asks potential responders to evaluate the economic feasibility of including a franchised “fast food” option within the scope of this proposal. This is an optional consideration and is not required to be deemed responsive to the proposal.

A survey of CBC staff and students was conducted Winter quarter of 2024. The results of those survey are included in Attachment G.

The Contractor shall perform and operate on such a schedule as is mutually agreed upon by the College's Designee and the Contractor's Service Manager. The philosophy of operation is that every effort will be made to ensure that CBC and the Contractor mutually agree, but CBC reserves the right to make decisions on substantial matters. Unless otherwise agreed, hours of operation shall be as specified in attachment B.

2. Menus

- a. The Contractor and the College's Designee shall agree on all menu items (including portion sizes and grade choices) and their retail prices, which thereafter shall not be changed without the prior written consent of CBC.
- b. The Contractor shall prepare as requested holiday, theme, ethnic and heart healthy menus with approval by the College's Designee.
- c. The printing and distribution of menus, promotional items, surveys, etc., shall be the responsibility of the Contractor.

3. Pricing

- a. The Contractor shall supply the College's Designee with a schedule of

retail prices to be charged for each proposed menu item. The prices shall not exceed regular pricing structures of fast food operators in the local area (5-mile perimeter of campus). When and if a dispute exists over pricing, the decision of CBC will prevail.

- b. Prices will be negotiated annually by mutual agreement of both parties upon contract renewal. In general, any price changes shall not be in effect for thirty (30) days, but CBC shall not unreasonably withhold approval for an earlier effective date where there have been major market changes. Any request for price changes during the course of the contract year shall be submitted to CBC with justifying evidence and shall not be put into effect until and unless College approval is received.

4. Independent Contractor

- a. The Contractor will make all purchases in its own name and shall not attempt in any way to bind CBC in its contractual agreements. The Contractor shall not use CBC's facilities to prepare food for any purpose other than this contract.
- b. The Contractor shall be responsible for damage caused by its employees.
- c. All of the Contractor's employees furnishing services to CBC shall be deemed employees solely of the Contractor and shall not be deemed for any purposes whatsoever employees or agents of, or acting for or on behalf of CBC. The Contractor shall perform all services as an independent contractor and shall discharge all its liabilities as such. No acts performed or representations, whether oral or written, made by the Contractor with respect to third parties shall be binding on CBC.
- d. The Contractor shall at all times keep CBC free and clear from all liens asserted by any person, firm or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work or labor performed or materials or equipment furnished) by the Contractor pursuant to the terms of this agreement. If any such lien shall at any time be filed against CBC's premises, and the Contractor shall fail to cause such lien to be removed or discharged (by payment, bond or otherwise) within ten (10) days after being notified of the filing of such lien, CBC may, but shall not be obligated to, discharge the same and all costs and expenses (including attorney's fees) incurred by CBC in discharging the lien shall be either deducted from payments due the Contractor or paid by the Contractor directly to CBC.
- e. The contractor shall, at its sole expense, procure and keep in effect all necessary permits and license required for its performance under this agreement and shall post or display in a prominent place such permits and/or notices as are required by law.

5. Cooperation

- a. The Contractor shall have reasonable access to the premises prior to commencement of operations hereunder in order to insure uninterrupted food and beverage service. Similarly, the Contractor shall allow its successor such reasonable access to the premises during the thirty (30) days immediately preceding the expiration of the term of this agreement. All of the Contractor's request for access shall be directed to and scheduled by the College's Designee.
- b. Changes and/or modifications in the Contractor's uniforms, paper products, packaging, etc., and its special promotions (table tents, etc.) shall be coordinated with the College's Designee.
- c. The Contractor shall notify the College's Designee, in a timely fashion, of any complaints of the food, pricing, portion size or service brought to its attention by any of the campus customers of the Contractor. The Contractor shall also agree to make cash refunds or replacement to any customer for any food purchase that is not satisfactory.
- d. A campus advisory committee shall meet from time to time, a minimum of once per year, with the Contractor for constructive suggestions pertaining to the food service operation. The Contractor's performance shall be evaluated by both this committee and the College's Designee. It will be the responsibility of the Contractor to respond, in writing if so requested, to inquiries, request for change and recommendations.
- e. On termination or expiration of this agreement, the Contractor shall vacate all parts of CBC's premises occupied by it and shall restore the same (together with all equipment furnished) to CBC in the same condition as when originally made available to the Contractor, less reasonable wear and tear expected. The Contractor and CBC shall jointly conduct a closing inventory and the Contractor shall replace or repair all lost, damaged or destroyed College supplied equipment to make up any deficiencies between opening and closing inventories. The surrendered premises and equipment shall be left in a clean, orderly state, satisfactory to CBC's Director for Facilities.

6. Equipment/Supplies/Service

- a. The Contractor shall maintain the supply of general foodservice point of sale items such as plates, napkins, utensils, cups, etc., as well as china, glassware, utensils and silverware for catered campus events as a direct cost of operation. The Contractor and CBC shall jointly conduct an inventory of all supplies and equipment at least annually, at such times as may be mutually agreed upon and on termination or expiration of this agreement. The contractor shall replace or pay for all missing or damaged items in such annual inventories at CBC's option within forty-five (45) days of inventory completion.

- b. The Contractor shall provide all vehicles and mobile material handling equipment as necessary in the conduct of operations.
- c. The Contractor shall provide menu boards and signs (if required) as necessary and considered reasonable and agreeable to the College's Designee.
- d. The Contractor may provide and install, at its expense, additional equipment after first receiving the approval of the College's Designee. All equipment provided by the Contractor shall remain the personal property of the Contractor. Regardless of the manner in which said property is attached, affixed to the real property. The Contractor shall have the right to remove, or, on CBC's request, to sell to CBC at fair market value, such equipment within thirty (30) days after the conclusion of this contract.
- e. Recycled disposable paper products may be used in the cafeterias.

7. Safety/Sanitation/Housekeeping

- a. The Contractor shall, as a direct cost of operation, maintain standards of housekeeping and sanitation in areas under its responsibility to the complete satisfaction of CBC and governmental authorities, including the requirements of the Occupational Safety and Health Act. Housekeeping standards for all areas of operation shall be presented in a formal written program by the Contractor, as part of its proposal. On or before August 15th of each contract year, or other such date as may be mutually agreed, CBC may review and negotiate changes as necessary.
- b. The Contractor shall perform daily cleaning and housekeeping of the food service preparation and service areas under their control including the washing of all trays, dishes, glassware and utensils.
- c. The Contractor shall be responsible for all cleaning supplies, chemicals and materials they use.
- d. The Contractor shall insure the prompt cleaning of all food service areas under their direct care and control so that such are clean, neat and orderly at all times. In addition, all spills on floors and tables shall be cleaned immediately
- e. The contractor shall perform nightly general cleaning of the kitchen, serving and preparation areas in the Contractor's care and control.
- f. Contractor shall clean all preparation and food service equipment under Contractor's care and control.
- g. Contractor will empty kitchen grease into exterior grease collection

bins regularly and will contract with a collection service of said grease at Contractor's expense.

- h. Contractor will be responsible for hood cleaning at legally required intervals.
- i. The Contractor shall defrost, drain, clean and de-scale walk-in and reach-in coolers, freezers and ice machines at least two (2) times per year.
- j. Reading thermometers on coolers and freezers is the responsibility of the Contractor. Any loss of food items due to mechanical breakdown of equipment is the responsibility of the Contractor.
- k. Contractor shall remove all garbage and trash to a location specified by CBC's Director for Facilities. College custodians will physically transport trash containers to dumpsters. The Contractor may be required to comply with any recycling programs that CBC adopts.
- l. The Contractor shall insure that all of Contractor's employees receive proper health examinations and meet all requirements of the Occupational Safety and Health Act.
- m. Food-borne illness: The Contractor shall bear full responsibility for any illness or outbreaks contracted by customers of the food service. The Contractor shall implement the National Hazardous Analysis Critical Control Points (HACCP) Program and shall hold CBC harmless from any and all illness or outbreaks as a result of food contamination.
- n. The Contractor agrees that all persons working for or on behalf of the Contractor whose duties bring them upon CBC's premises shall obey all rules and regulations that are established by CBC and shall comply with the reasonable directions of CBC's officers.
- o. The Contractor shall be responsible for the acts of its employees and agents while on CBC's premises. Accordingly, the Contractor agrees to take all necessary measures to prevent injury and loss to persons or property caused by the Contractor or any of its agents or employees. The Contractor shall promptly repair, to the specifications of CBC's Director for Facilities, any damage that it, or its employees or agents, may cause to CBC's premises or equipment. If the Contractor fails to do so, CBC may repair such damage and the Contractor shall reimburse CBC promptly for the cost of repair. The Contractor shall also be responsible for efficient energy use.
- p. The Contractor agrees that, in the event of an accident of any kind, the Contractor will immediately notify the College's Designee and thereafter furnish a full written report of such accident.
- q. The Contractor shall perform the services contained in this agreement without interfering in any way with the activities of CBC's faculty,

students, staff or visitors.

- r. The Contractor shall not use or allow on CBC's premises anything that will invalidate any policy of insurance now or hereafter carried on any of CBC's property, or which may be dangerous, or which will cause an increase in the rate of fire insurance on CBC's premises, nor do or permit anything tending to create a nuisance or injure the reputation of said premises. The Contractor shall prevent the creation of any objectionable noise and the emission of offensive odors.
- s. The Contractor will obey all Federal, State and Local laws and ordinances regarding sanitation and safety. The Contractor will not allow persons with obvious illness, open sores or other medical symptoms to work. Any contagious diseases such as hepatitis must be reported immediately to the College's Designee. Additionally, the Contractor will report fires, hazardous conditions and items in need of repair or replacement to the College's Designee immediately. Emergency situations are to be reported to the Campus Security Office immediately.
- t. The Contractor shall, at its own expense, institute instruction in first aid as required by State regulations and will provide and maintain all measures required by said regulations for the safety and protection of employees. Copies of certificates of completion of employee first aid training will be provided upon request.
- u. If either party shall fail to perform its responsibilities as specified above, and such failure shall continue for two (2) days after written notice given by the other party, such other party shall have the right either to perform such maintenance or housekeeping and charge the cost of same to the party in default or to terminate this agreement as otherwise provided for in this document.

8. Accounting

- a. Upon request, the Contractor shall provide CBC with a proforma operating statement at the end of the Contractor's fiscal year covering the past year's performance and shall submit operating statements at quarterly intervals to CBC Accounting Office. The Contractor may be required to annually provide CBC with a copy of the certified audit of food service operation performed by the Contractor's independent auditor. In addition, the Contractor shall make books of account and supporting data and documents available for inspection, reproduction and audit by CBC at all reasonable times, and shall make provisions for the retention of books, data and documents at a reasonable place and at all reasonable times for a period of at least seven years after the fiscal year in question.
- b. College cashiers will not be available for startup coins, cash or any other such cash handling services.

- c. Contractor may be asked to accept vouchers and/or another special program.
- d. Invoices must be submitted to CBC identified designee for payment within 30 days of receipt.
- e. The Contractor shall furnish the College's Designee with a quarterly operating statement for food service operation, which shall include the following:
 - Gross cafeteria sales
 - Espresso Sales
 - Sales tax
 - Net sales
 - Cost of sales – food
 - Payroll expenses (wages and supervision, temporary labor, fringe benefits as separate line items)
 - Operating expenses
 - Net operating profit
 - Statistics to include customer count, participation rate, average check, prior quarter comparisons (if available)
- f. The Contractor agrees that CBC, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine, any pertinent books, documents, papers and records of the Contractor (such as sales receipts, salary lists, itemized expenses and disbursements, time reports, equipment charges, overtime reports etc.), related to the Contractor's charges and performance under this agreement. Such records shall be kept by the Contractor for a period of six (6) years after final payment under this agreement, unless CBC's College's Designee authorizes their earlier disposition. The Contractor agrees to refund to CBC any overpayments disclosed by any such audit.

9. Personnel

- a. The Contractor shall provide, at all times, adequate and expert managerial and administrative supervision for its employees in the service area, The Contractor shall employ an Operations Manager who shall be assigned to the service area on a full-time basis. The Operations Manager shall coordinate all activities connected with the provision of services specified under this agreement. Upon request from CBC, the Operations Manager shall meet with the College's Designee as necessary, and within a reasonable amount of time, to coordinate the enforcement of CBC's policies, the implementation of suggestions and requests and the prompt resolution of complaints.
- b. The Contractor agrees that, at all times, the employees of the Contractor finishing or performing any of the services specified under this agreement

shall do so in a proper, professional and dignified manner wearing uniforms which shall be neat, clean and in good condition.

- c. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- d. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- e. Notwithstanding any provision to the contrary, CBC may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until CBC receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- f. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60 RCW. CBC shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe CBC for default under this provision.
- g. The Contractor shall provide to the College's Designee, Director for Budget and Purchasing and the Director for Facilities, the telephone numbers and email addresses of management personnel and shall arrange for at least one such person to be available at all times by telephone.
- h. The Contractor shall maintain a monthly roster of all of the Contractor's employees assigned to CBC premises. Said roster shall contain such

information as the College's Designee shall require and shall be furnished if so requested.

- i. The Contractor shall at all times employ and maintain an adequate staff on CBC premises for consistent and efficient operation of all services specified under this agreement.
- j. The Contractor shall also provide sufficient backup in times of staff shortages due to vacations, illnesses and inclement weather.
- k. Every employee and agent of the Contractor assigned to duty on CBC's premises shall have prominently displayed on their person at all times while they are on duty an identification badge provided by the Contractor. The Contractor shall require employees who cease for any reason to be assigned to duty to surrender said identification badge.
- l. The Contractor agrees to take immediate and reasonable steps to maintain its provision of service under this agreement in the event of any labor action involving its employees.
- m. The Contractor must proactively furnish comprehensive employee data to the College Designee for thorough background screenings, ensuring compliance with CBC policies, State, and industry standards. No individual under the Contractor's supervision shall commence work at the CBC site until the College has conducted said screening and issued written approval for their employment at the CBC site to the Contractor.

10. Taxes

- a. The Contractor shall pay, when due, all taxes or assessments applicable to the Contractor. The Contractor shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority.
- b. The Contractor must pay all taxes, including but not limited to, Washington Business and Occupation Tax, State Sales and Use Tax, Local and Regional Tax based on the Contractor's net income from the Hawks Nest, or personal property taxes levied or assessed on the Contractor's personal property to which CBC does not hold title. The Contractor will provide CBC with monthly Combined Excise Tax Return documentation in a timely manner.
- c. CBC will not be responsible for any taxes incurred by the Contractor.

11. Use of College Facilities

- a. The Contractor and its employees or agents shall have the right to use only those facilities of CBC that are necessary to perform services under this agreement and shall have no right of access to any other facilities of CBC.

- b. Sidewalks, entrances, passages, elevators, airways and corridors shall not be obstructed by the Contractor or used for any purpose other than ingress and egress to and from CBC's premises under the Contractor's control.
- c. Delivery of foodstuffs, supplies and merchandise to the Contractor's service area shall be at the Contractor's risk and expense. The Contractor shall promptly unload and store any of its shipments delivered to CBC premises. All deliveries shall be made to the area specified by the College's Designee during normal business hours.
- d. CBC shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies and other personal property of the Contractor or its employees, or subcontractors, which may be stored in the service area.
- e. The Contractor shall ensure that all employees who drive a private motor vehicle onto CBC premises park in designated public slots or, obtain at their or Contractor expense, the appropriate College parking permit for designated areas.
- f. It is specifically understood and agreed that during the progress of this agreement, the Contractor shall take extreme precautions against the possibility of fire on CBC property and maintain adequate protection of the work, adjacent property and public, and shall be responsible for any damage or injury due to its act or neglect. Any other provision in this agreement notwithstanding, the Contractor assumes entire responsibility and liability for any and all damage or injury of any kind of nature whatever (including death or personal injury resulting there from) to all persons, whether employees of the Contractor or otherwise, and to all property, caused by, resulting from or arising out of the Contractor's negligence or that of its agents or employees.

12. Insurance

- a. During the term of this Agreement, the contractor shall keep in force, at its own expense, at least the following insurance, all in accordance with this section:
 - 1. Commercial General Liability having a combined single limit of not less than \$1,000,000 per occurrence, covering premises and operations, contractual liability and products/completed operations;
 - 2. Business Automobile Liability having a combined single limit of not less than \$1,000,000 per occurrence, covering claims arising out of ownership, maintenance or use of owned or non-owned automobiles;
 - 3. Worker's Compensation insurance having limits not less than those required by applicable statute;

4. Employer's Liability in the amount of at least \$1,000,000;
 5. Excess or Umbrella Liability in the amount of at least \$2,000,000.
- b. CBC, its affiliates, officers, directors, trustees, volunteers and employees shall be named as additional insureds under the Commercial General Liability policy upon the College's written request.
 - c. The contractor shall furnish industry standard Certificate(s) of Liability Insurance to the College showing the coverage required by this Section 12 within thirty (30) days after execution of this Agreement or before Contractor takes possession of the premises, whichever is earlier. The Certificate(s) shall provide that, should any of the above policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.

13. Indemnification

- a. The Contractor shall defend, indemnify and hold harmless the College, its Board of Trustees, affiliates, officers and employees from any and all claims, suits, actions, damages, judgments and costs (including reasonable attorney fees) arising out of any: (i) damage, destruction or loss of any property (including but not limited to College property); or (ii) injury to or death of any person (including but not limited to any employee of the College); which results from or arises out of negligent or willful acts or omissions of Contractor, its officers, agents and employees in the performance of this Agreement.
- b. To the extent permitted by applicable law, the College shall defend, indemnify and hold harmless Contractor, its affiliates, directors, officers and employees from any and all claims, suits, actions, damages, judgments and costs (including reasonable attorney fees) arising out of any: (i) damage, destruction or loss of any property (including but not limited to Contractor's property); or (ii) injury to or death of any person (including but not limited to any employee of Contractor); which results from or arises out of negligent or willful acts or omissions of the College, its officers, agents or employees in the performance of this Agreement.

14. Contract Term

- a. In consideration of mutual promises and covenants contained in this document, CBC and the Contractor agree as follows: The initial term of this agreement shall be for three (3) years, commencing on August 1, 2024, and terminating on July 31, 2027. Unless earlier termination is provided for in this document or renewed as mutually agreeable under the same or negotiated terms and conditions of this contract, the contract may be extended for up to seven (7) additional one-year periods, not to exceed a total of ten (10) years.

- b. Either party may terminate this Agreement with or without cause by giving the other party at least one hundred and twenty (120) days prior written notice of termination.
- c. Any party to this agreement who elects not to exercise an annual renewal option as stated above shall give the other party written notice of its intent not less than ninety (90) days prior to the end of the current contract period.

IV. COLLEGE REQUIREMENTS & RESPONSIBILITIES

1. Safety/Sanitation/Housekeeping

- a. Removal of garbage and trash. CBC staff shall be responsible for removal of trash and garbage from the designated disposal areas.
- b. Routine mopping, scrubbing and buffing of floors and cleaning of windows and walls in dining area.
- c. Heavy maintenance, including cleaning of all duct work.
- d. Hood inspections per legal requirement.
- e. Replacement of light bulbs and periodic cleaning of all light fixtures.
- f. Extermination services
- g. Change filters over exhaust hoods and clean refrigerator cooling units.
- h. All equipment maintenance, routine and emergency, shall be provided by CBC.
- i. The frequency of the services listed above shall be determined by CBC's Director for Facilities.

2. Equipment/Supplies/Service

- a. CBC shall provide the Contractor with the facilities and equipment for food and espresso preparation (excluding transportation vehicles or items such as pots and pans), including adequate dry, refrigerated, and freezer storage areas, sanitary toilet facilities for the Contractor's employees, completely equipped and ready to operate, and space for the manager's office as are reasonably required for efficient operation.
- b. CBC shall have the right to install any additional equipment and make alterations to the facilities in a manner compatible with the existing facilities. CBC and the Contractor shall each be responsible for compliance with all federal, state and local health and safety regulations with respect to equipment, other facilities, and cafeteria space over which that party has operating control.

3. Security

- a. CBC shall provide its routine general security patrols and intrusion, theft and fire protections as available in the service area. If the Contractor requires additional security, it shall be provided by or coordinated through CBC's College's Designee for which the Contractor agrees to pay prevailing wages. No other security staff may be employed by the Contractor without prior approval from the College's Designee. The Contractor shall follow CBC's policies in dealing with improper conduct and shall report all incidents to CBC's Campus Security Office. CBC will provide a contact list to the success vendor.

4. Utility Services

- a. CBC shall provide, at its own expense, services at existing outlets (heat, gas, electricity, water, telephone (local only) and sewer) for the convenience of the Contractor. Any modification to existing outlets required or requested by the Contractor shall be at the Contractor's expense. CBC shall maintain utility services and make every reasonable effort to avoid their disruption. In the event any utility service must be interrupted for repair or modification, CBC shall provide the Contractor with as much advance notice as possible. In the event of any such interruption or any disruption of utility services, CBC shall take reasonable steps to restore them promptly but shall not be responsible for any loss or delay sustained by the Contractor resulting from such interruptions from any cause.
- b. When the service area is not in use or when business volume dictates, the Contractor will assure maximum utility/energy cost conservation by turning off or down energy-consuming items.
- c. If either party shall fail to perform its responsibilities specified above, and such failure shall continue for two (2) days after written notice given by the other party, such other party shall have the right either to perform such maintenance or housekeeping and to charge the cost of same to the party in default or to terminate this agreement as otherwise provided for in this document.

V. FOOD STANDARDS & PERFORMANCE

1. Food Standards

- a. The contractor shall procure, prepare and serve nutritious and wholesome food and beverages in CBC's food service areas. All Contractor and subcontractor freshly prepared and packaged food items must be properly identified by name and pull date. Freshly prepared items must be pulled and disposed of after no more than thirty-six (36) hours.
- b. Meat: The Meat Buyers Guide (a publication of the National Association of

Hotel & Restaurant Meat Purveyors) is used as a minimum specification for primal and fabricated meat cuts. All meat and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants operated under USDA inspection and bear the appropriate seal. All meat and meat products must be free from objectionable odor or other signs of deterioration. No preservatives, tenderizers or coloring agents may be added to any fresh meat or fresh meat product. Imported meat products are prohibited for any purpose. Minimum grading for all graded cuts is as follows; beef, veal and lamb – USDA prime and choice; pork will be USDA number 1 (as defined in US Standards for Grades of Pork Carcasses); Ground Beef will be utility or better, not to exceed 22% fat. Frankfurters will be 60% Beef, 40% Pork Fat or better.

- c. Poultry: USDA grade A is to be used for all graded fresh and frozen poultry. USDA grade B turkeys may be used as an exception to the above when appropriate for cooking.
- d. Dairy Products: The following are to be used as specifications for all graded dairy products; Milk and milk products and graded cheeses will be USDA grade A, butter will be USDA grade A (92 score) and eggs will be Fresh USDA or state graded A.
- e. Fish & Seafood: If available, fresh fish and seafood are preferred, top grade. Frozen and canned fish must be a nationally distributed brand inspected by the United States Department of Commerce (USDC) with a stamp (PUFI) packed under federal inspection.
- f. Canned Fruit, Juices & Vegetables: USDA grade A (fancy) for all graded vegetables, grade B (extra standard) for ingredient tomatoes, grade A (fancy) and grade B (choice) for all graded fruit and fruit juices as a minimum specification. Grade C (standard) fruit may be used for pie and bakery production. Damaged cans will not be accepted.
- g. Fresh Fruits & Vegetables: USDA Fancy or number 1 is to be used for all graded fruit and vegetables.
- h. Frozen Fruit & Vegetables: USDA grade A is to be used for all graded frozen fruits and vegetables as a minimum. A certificate of inspection and grading may be requested from time to time.
- i. Vegan offerings must not contain meat, fish, fowl, animal by-products, eggs or egg products, milk or milk products, insects or products from insects including dyes, sugar filtered with bone char, or be produced with any animal products or by products.
- j. Vegetarian options must have ingredient information available.

2. Standard of Performance, Inspection

- a. The Contractor agrees to perform the services specified under this agreement with that standard of care, skill and diligence normally provided by a professional organization in the performance of such services.
- b. The Contractor shall permit inspection of its operations at any time by CBC to determine that standards of quality and cleanliness are being met.

VI. PROPOSAL REQUIREMENTS

This contract is to provide food service for CBC as described herein. Please submit your proposal in the following order and label each section as outlined here.

Each proposer shall provide a detailed response to each of the following items:

1. A Letter of Introduction to CBC
2. Complete and Submit Attachment A (Certifications and Assurances)
3. Organizational Stability and Experience - 20 points
 - a. Give a brief history of your company.
 - Detail any support of diversity, equity and inclusion within your organization and with the communities and organizations you serve.
 - Detail any sustainability initiatives and practices your food service business has implemented.
 - b. Do you have any pending litigation, reorganizations or bankruptcy petitions?
 - c. Describe the management structure of your company.

4. Compensation to College – 20 points

Total compensation to the College will come in the form of a percentage of gross sales (less sales tax). Please indicate the method and amount of compensation CBC will receive from your firm. Methods involving a percentage of net sales after expenses are not acceptable. There is no separate lease or rental amount for using the space.

5. Menus, Plan of Service, Pricing – 30 points
 - a. Provide menu and pricing. Please see Attachment E below for an example.
 - b. Describe your plan of service including sample layout and design with proposed signage ideas.
 - c. How would you incorporate ethnic, specialty and restrictive dietary needs into your menu?
 - d. Discuss the feasibility of including daily vegetarian and vegan options in your menu.
 - e. Discuss the feasibility of a discount or prepaid card system.
 - f. Discuss what payment options you will provide.
 - g. Provide a transition plan that details each step required to go from award of contract to opening day.
 - h. Optional: Discuss the feasibility and implementation of a brand name fast food franchise operation within the scope of your proposal.
6. Staffing and Management – 10 points
 - a. Provide the resume of the person you have selected to be the site manager for CBC.
 - b. Describe the staffing levels you intend to use at CBC. Include information showing your firms program for building employee morale, incentive plans and any other relevant materials to retain employees.
 - c. Describe your housekeeping and sanitation procedures and standards.
 - d. Describe employee training programs including safety, sanitation and operations.
7. Marketing and Customer Satisfaction – 10 points
 - a. Provide samples of your method of measuring customer satisfaction; i.e., survey instruments.
 - b. How do you use the information gathered to maximize sales and support customer satisfaction?

c. How do you respond to customer concerns?

8. References – 10 points

Provide three customer references and/or direction to your current online review platform.

If your firm has no comparable experience, how do you plan to provide food service of this size and complexity?

VII. EVALUATION

1. The College will evaluate complete proposals submitted by the due date/time by committee.
2. The College will schedule dates with selected vendors to bring food samples in for committee members to evaluate. Food samples should only be for items the vendor plans to serve at CBC. A proposed price shall be provided for each item being sampled.
3. After the interview, a site visit may be made to sites where the vendor currently has a food service program. Evaluation of site will include but not be limited to the following criteria:
 - a. Presentation of Food
 - b. Taste Test (No Host)
 - c. Cleanliness
 - d. Staffing, Organization

Attachment A – Certifications and Assurances

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understand that the truthfulness of the facts affirmed here and continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract.

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the Agency without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this proposal or prospective contract and who was assisting in other than his or her official public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that CBC will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of CBC, and I/we claim no proprietary right of ideas, writings, items or samples unless so stated in this proposal.
6. Unless required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Proposer

Company Name

Name & Title

Date

Attachment B

Sales summary for period prior to COVID-19 (Data available from last vendor):

<u>CBC</u>	<u>Cafeteria Sales</u>
January 2018 – December 2018	\$248,694.85
January 2019 – September 2019	\$150,334.81

Preferred Hours of Operation (on instructional days per academic calendar):

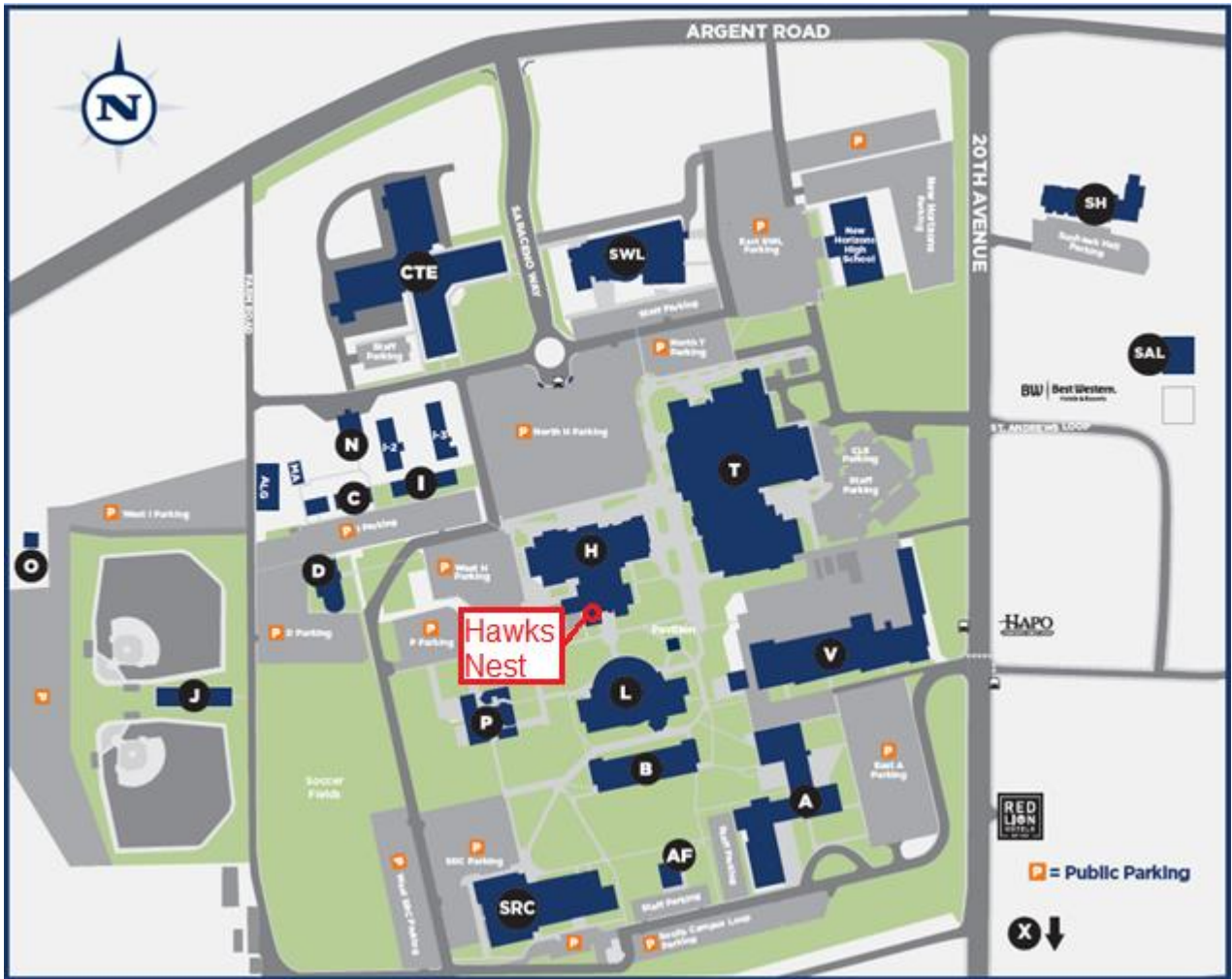
Monday through Thursday	6:30 am to 5:30 pm or later
Friday	6:30 am to 12:00 pm

CBC Student Enrollment

2021 - 2022	9,631
2022 - 2023	10,055
2023 – 2024 (est.)	10,642

Attachment C

CBC campus map:





Academic Calendar FOR FACULTY AND STAFF SEPTEMBER 2024 – AUGUST 2025

SEPTEMBER 2024

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 2024

S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 2024

S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER 2024

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JANUARY 2025

S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY 2025

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH 2025

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL 2025

S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY 2025

S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE 2025

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY 2025

S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST 2025

S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

LEGEND	
	Beginning of Quarter
	Grades Due Before 2 pm
	Finals
	Teaching & Learning Day
	Holiday and Holiday, Observed (no classes)
	Welcome Week
	Non Instructional Day
	FYI
	Student Success Day

FALL QUARTER

(September 16 to December 5, 2024)

Instructional Days: 53
Teaching & Learning Days: 1
Welcome Week Days: 5
Student Success Days: 1

WINTER QUARTER

(January 2 to March 21, 2025)

Instructional Days: 54
Teaching & Learning Days: 1
Student Success Days: 1

SPRING QUARTER

(March 31 to June 13, 2025)

Instructional Days: 52
Teaching & Learning Days: 1
Student Success Days: 1

SUMMER QUARTER

(June 23 to August 15, 2025)

Instructional Days: 39

MORE INFORMATION: COLUMBIABASIN.EDU OR 509-547-0511

Attachment E

Example Menu from 2019

Breakfast			Hot Case			Burgers	
Hawk's Nest	\$8.00		Pizza Pocket	\$3.50		Hamburger	\$7.25
no meat	\$6.00		Burrito	\$2.25		Cheese Burger	\$7.75
Breakfast Wrap (LG)	\$7.50		Corn Dog	\$2.00		add bacon/ham	\$8.75
no meat	\$5.50		Crisoito	\$2.25		Mushroom Brg	\$8.25
Breakfast Wrap (Sm)	\$4.50		M&C Bites			add bacon/ham	\$9.25
no meat	\$3.25		Egg Rolls			Crispy Chix	\$8.00
Skillet	\$7.00					Grilled Chix	\$7.75
Breakfast Sandwich	\$5.50		Miscellaneous			Patty melt	\$8.00
no meat	\$4.50		Pretzel	\$2.50		Veggie	\$7.75
No egg	\$4.50						
B&G (Sm)	\$3.00		Nachos	\$4.00		Sandwich	
B&G (Lg)	\$5.00		Nachos Sup	\$6.75		Deli	\$7.50
HB	\$3.00		Hard Taco	\$2.00		1/2 Deli	\$5.75
HB & Gravy	\$5.25		Soft Taco	\$2.00		Egg Salad	\$7.25
EM or Toast	\$2.00		Fries	\$3.00		1/2 Egg Salad	\$5.75
HB Pattie	\$1.00		Haystack	\$4.00		Tuna	\$7.50
1 Egg	\$1.00		Strips and Fries	\$7.75		1/2 Tuna	\$6.00
Sausage Patty	\$2.25		Hot Dog and fries	\$6.25		Grilled Cheese	\$6.00
2 egg and toast	\$3.50		W/ Chili	\$7.00		Add Bacon/ham	\$8.00
2 eggs anf fruit	\$3.75		Chili Cheese Fries	\$6.00		BLT	\$7.75
2 eggs sand cheese	\$2.75					Tuna Melt	\$8.00
			Add on				
From the Front			Bacon/Ham	\$2.95		Salads and Wraps	
Yoplait	\$2.00		1/2 Bacon or ham	\$1.95		Sm Chef	\$5.75
Sm Parfait	\$3.75		Side Gravy	\$1.75		Lg Chef	\$8.00
Lg Parfait	\$5.00		Chili/Cheese	\$1.85		Sm Caesar	\$5.75
Crustables	\$2.00					Lg Caesar	\$8.00
Brownies	\$2.25		Drinks			Full Wrap	\$8.25
Cookies	\$2.25		Fountain Soda	\$1.50		1/2 Wrap	\$6.00
			Fuze/Tea	\$2.50		Club Wrap	\$9.00
Apple	\$1.25		Vitamin Water	\$2.25			
Bananna	\$1.25		Monster	\$3.50		Sides	
Bagel	\$1.75		Powerade	\$2.25		Fruit/veggie	\$2.25
Cream Cheese	\$0.75		Milk	\$2.25		soup	\$3.50
Muffin	\$3.00		Chocolate milk	\$2.50		Chili	\$3.50
			Water	\$1.50		Cottage Cheese	\$2.25
			Bottled Pop	\$2.25		Chips	\$1.50
			Juice	\$2.00			
			Coffee	\$2.25			
			Tea	\$2.25			
Latte	\$4.25	\$4.75			Cappucino	\$4.25	\$4.75
Flavored Latte	\$4.75	\$5.25			Frappucino	\$5.00	\$6.00
Mocha	\$5.00	\$5.50			Smoothie	\$4.50	\$5.50
W/C Mocha	\$5.00	\$5.50			Italian Soda	\$4.00	\$4.50
CD	\$5.00	\$5.50			Hot Choc	\$3.50	\$4.25
Macchiato	\$5.00	\$5.50			Chai	\$4.00	\$4.50
Americano	\$3.00	\$3.50			Espresso	\$1.75	\$2.25
						Extra Shot	\$1.00
						Add Flavor	\$1.00

Attachment F

See separate file named "01.01.2024_CBC Standard Terms and Conditions.pdf"

Attachment G
See separate file named "Food Survey March 2024.pdf"

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