

August 3, 2026

Clackamas Community College
Informal Request for Proposals
Food Service Facility Operations and Commercial Kitchen Utilization
RFP No. 2026-27-02

Description of the College:

Clackamas Community College is an accredited public two-year institution offering comprehensive programs in college transfer, professional technical training, continuing education, and developmental learning skills. Formed in 1966, the College is a fiscally independent municipal corporation, governed by a seven-member Board of Education elected by zones. Staff and faculty are composed of full and part time union and non-union employees.

Purpose

Clackamas Community College is seeking proposals from qualified organizations, small businesses, nonprofit organizations, culinary entrepreneurs, caterers, food producers, restaurateurs, and other innovative food service operators interested in utilizing the College's commercial kitchen and associated food service facilities.

The College desires a partner that will activate the commercial kitchen through food production, food sales, catering, educational opportunities, workforce development activities, community engagement, or other mission-aligned uses that provide value to the College and surrounding community.

The College is not seeking a traditional food service management contract. Rather, the College seeks an independent operator responsible for its own business operations while utilizing College facilities and equipment under the terms of an agreement with the College.

The College encourages innovative and financially sustainable operating models beyond the traditional cafeteria concept. Proposers should describe how their proposed model will provide food access opportunities for students, employees, and campus visitors.

Contract Term

The initial contract term shall be three (3) years.

The College reserves the right to renew the agreement for up to two (2) additional one-year periods upon mutual agreement of the parties.

Scope of Services

- Campus food service
- Catering services
- Food production and preparation
- Community food programs
- Workforce development activities
- Culinary training initiatives
- Entrepreneurial food business operations
- Community engagement activities
- Other innovative food-related services

The College does not require a traditional cafeteria model and encourages creative approaches that maximize utilization of the facility while supporting College and community goals

Operational Responsibility

The successful proposer shall provide at its expense:

- Management and supervision
- Staffing and labor
- Food and beverage procurement
- Consumable supplies
- Smallwares and operating materials
- Permits and licenses
- Inventory management
- Food safety compliance
- Cleaning and sanitation
- Day-to-day operation of proposed services

The successful proposer shall operate as an independent business entity and shall be responsible for the financial performance of its operations

College Facilities

The College may provide access to:

- Commercial kitchen facilities
- Existing fixed kitchen equipment
- Refrigeration and freezer storage
- Dry storage areas
- Dining areas
- Event spaces
- Utilities
- Loading and service areas

Final facility access and authorized use will be established through negotiations and reflected in the resulting agreement.

Financial Proposal Requirements

The College seeks proposals that are financially sustainable and clearly identify the financial obligations of each party.

Proposers shall disclose any financial support requested from the College, including:

- Annual subsidy requests
- Startup funding requests
- Equipment purchases requested from the College

- Capital improvements requested from the College
- Marketing support requested
- Rent concessions requested
- Any other financial support requested

All requested financial support shall be disclosed as fixed dollar amounts.

Failure to clearly disclose requested financial support may result in the proposal being deemed non-responsive.

Required Cost-to-CCC Disclosure

Item	Year 1	Year 2	Year 3
Annual Subsidy Requested	\$	\$	\$
Startup Funding Requested	\$	\$	\$
Equipment Purchases Requested from CCC	\$	\$	\$
Capital Improvements Requested from CCC	\$	\$	\$
Marketing Support Requested	\$	\$	\$
Other Financial Support Requested	\$	\$	\$
Total Requested Financial Contribution from CCC	\$	\$	\$

Prohibited Financial Models

The College seeks an operator that assumes responsibility for its business activities and associated operating costs.

- **The following proposal structures are unacceptable and may be rejected as non-responsive** Cost-plus contracts
- Management-fee-only arrangements
- Open-book reimbursement models
- Pass-through labor reimbursement
- Pass-through food cost reimbursement
- Contracts requiring the College to reimburse routine operating expenses
- Contracts requiring the College to absorb operating deficits
- Contracts where the proposer receives a management fee while substantially all operating risk remains with the College

The College prefers operating models in which the proposer assumes responsibility for:

- Labor costs
- Food costs
- Inventory purchases
- Routine operating expenses
- Profit and loss performance
- Operational risk

Limited financial assistance requests may be considered if fully disclosed within the proposal.

Student and Community Benefit

Proposers should describe opportunities for:

- Student employment
- Internships
- Workforce development
- Job shadowing
- Entrepreneurship education



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Education That Works

- Community partnerships
- Educational programming
- Food security initiatives
- Community engagement activities

Preference may be given to proposals demonstrating meaningful benefits to students and the surrounding community.

Contract Terms and Conditions

A sample Clackamas Community College agreement is included for reference. The College anticipates utilizing the attached sample agreement, a College purchase order, a participating addendum to an existing cooperative contract, or another contract form determined to be in the College's best interest.

By submitting a proposal, the proposer acknowledges that it has reviewed the sample agreement and accepts the College's standard contractual requirements. The College does not intend to negotiate material legal, insurance, indemnification, public records, confidentiality, intellectual property, limitation of liability, governing law, venue, or other standard contract provisions.

Any requested exceptions to the sample agreement must be clearly identified and submitted in writing with the proposal. The College reserves the right to reject any proposal containing exceptions that are determined, in the College's sole discretion, to be unacceptable.

Failure to identify requested exceptions with the proposal shall be deemed acceptance of the College's contract requirements. Exceptions submitted after the proposal due date may not be considered.

Submission of a proposal constitutes the proposer's representation that it is willing and able to execute an agreement in substantially the form required by the College if selected for award.

Evaluation Criteria

Proposals will be evaluated based upon overall best value to the College, including:

Evaluation Criteria	Weight
Financial Sustainability	35%
Community & Student Benefit	25%
Operational Capability	20%
Innovation & Use of Facilities	20%

The College may also consider references, overall responsiveness, financial transparency, and alignment with College goals.

Award

The College reserves the right to:

- Award to one or more proposers;
- Award by category;
- Reject any or all proposals;
- Waive minor informalities;
- Cancel the solicitation at any time;
- Negotiate minor administrative matters following selection.

The College is not obligated to make an award.

Proposal Submission Requirements

1. Organization Information

- Company or organization information
- Primary contact information
- Description of organization
- Relevant experience
- References

2. Operating Proposal

- Description of the proposed concept
- Proposed services
- Facility utilization plan
- Operating schedule
- Staffing approach
- Menu and food service plans (if applicable)
- Days of operation
- Hours of operation
- Academic-year schedule
- Summer schedule
- Break-period schedule
- Availability for catering and special events

3. Financial Proposal

- Revenue model
- Requested financial support from the College
- Financial sustainability narrative
- Any requested facility improvements

4. Student and Community Benefit

- Workforce development opportunities
- Student engagement opportunities
- Community partnerships
- Other proposed benefits

5. Exceptions

- Contract exceptions
- Assumptions
- Clarifications

Cooperative Purchasing Information

If applicable, identify any cooperative purchasing contracts available to the College, including:

- OMNIA Partners
- Sourcewell
- Equalis Group
- NASPO ValuePoint
- Other public cooperative contracts

Include contract number and expiration date.



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Proposal Due Date

Proposals are due no later than:

August 26 2026 at 2:30 Pacific Time

Submit proposals electronically to:

purchasing@clackamas.edu or via BidLocker

Subject Line:

**RFP 2026-27-02 – Food Service Facility Operations and Commercial Kitchen
Utilization**

Late submissions may be rejected.

Questions

Questions regarding this solicitation shall be submitted to:

purchasing@clackamas.edu

Questions must be received no later than **August 20, 2026**.

Responses will be provided to all known proposers.

We look forward to your proposal.

Sincerely,

A handwritten signature in black ink that reads 'Wesley Buchholz'.

Wesley Buchholz-Contracts Administrator



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Education That Works

Cc: Elizabeth Cole, Purchasing CCC

Enclosures

1. Exhibit A: CCC Personal Services Contract (sample contract reference only)

CLACKAMAS COMMUNITY COLLEGE PERSONAL SERVICES AGREEMENT

A Personal Services Agreement ("Contract") between CLACKAMAS COMMUNITY COLLEGE ("College"), and [REDACTED] ("Provider").

WHEREAS, College and Provider believe it in their mutual interest to enter into a written contract setting out their understandings concerning Provider's provision of [REDACTED] services to the College for [REDACTED] ("Project").

1. Term

The term of this Contract shall be from [REDACTED] until not later than [REDACTED] unless sooner terminated under the provisions of this Contract. All Services under this Contract shall be completed prior to the expiration of this Contract. It is agreed that time is of the essence in the performance of the Services and any project schedule identified in Exhibit A shall be binding on the parties.

2. Provider's Service

The scope of Provider's services and time of performance under this Contract are set forth in Exhibit A (the "Services"). All provisions and covenants contained in said exhibit are hereby incorporated by reference and shall become a part of this Contract as if fully set forth. Any conflict between this Contract and Exhibit A (if any) shall be resolved first in favor of this written Contract. Provider shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the same region of Oregon. The Provider shall be responsible for providing, at the Provider's cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Contract. All Provider personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Contract, and Provider shall have all requisite permits, licenses and other authorizations necessary to provide the Services. Provider acknowledges and agrees that College may cause or direct other persons or contractors to provide services for and on behalf of College that are the same or similar to the Services provided by Provider under this Contract. I

- i. Contract Documents: This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A- B- C- D-
- ii. Further Assurances: Provider agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary to complete services.

3. Provider Identification

Provider shall furnish to College Provider's employer identification number, as designated by the Internal Revenue Service or, if the Internal Revenue Service has designated no employer identification number, Provider's Social Security number.

4. Compensation

College agrees to pay Provider at the times and in the amount(s) set out in and in accordance with Exhibit A. The maximum, not-to-exceed compensation payable to Provider under this Contract, which includes

any allowable expenses, is \$ _____. College will not pay Provider any amount in excess of the not-to-exceed compensation for completing the Services.

5. Project Managers

College's Project Manager is _____. Provider's Project Manager is _____. Each party shall give the other written notification of any change in their respective Project Manager.

6. Project Information

Provider agrees to share all project information, to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the project. No information, news, or press releases related to the project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior authorization of College's Project Manager.

7. Duty to Inform

Provider shall give prompt written notice to College's Project Manager if, at any time during the performance of this Contract, Provider becomes aware of actual or potential problems, faults or defects in the Project, any nonconformity with the Contract, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by College. Any delay or failure on the part of College to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of College's rights.

8. Provider is Independent Contractor

Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract. Provider hereby expressly acknowledges and agrees that as an independent contractor, Provider is not entitled to indemnification by the College or the provision of a defense by the College under the terms of ORS 30.285. This acknowledgment by Provider shall not affect his/her independent ability (or the ability of his/her insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265, or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS30.300).

9. Overtime

Any person employed on work under this Contract, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week.

10. Representations

The Provider represents and covenants that:

- i. The Provider has the required authority, ability, skills and capacity to, and shall, perform the Services in a manner consistent with this Contract. Further, any employees and subcontractors of the Provider employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them. All work product of Provider required to be stamped shall be stamped by the appropriately licensed professional.
- ii. To the extent the Provider deems necessary, in accordance with prudent practices, the Provider has inspected the sites and all of the surrounding locations whereupon the Provider may be called to perform the Provider's obligations under this Contractor and is familiar with requirements of the Services and accepts them for such performance.
- iii. The Provider has knowledge of all of the legal requirements and business practices in the State of Oregon that must be followed in performing the Services and the Services shall be

- performed in conformity with such requirements and practices.
- iv. The Provider is validly organized and exists in good standing under the laws of the State of Oregon and has all the requisite powers to carry on the Provider's business as now conducted or proposed to be conducted and the Provider is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
 - v. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Provider or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Provider or any indenture or loan or credit agreement or other material agreement or instrument to which the Provider is a party or by which the Provider's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

11. Indemnity and Insurance

- i. Indemnity: Provider shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which is caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. Provider shall indemnify, hold harmless and defend the College, and its officers, elected and appointed officials, agents, volunteers, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, including attorneys' fees, arising out of or based upon the acts or omissions of the Provider or the Providers's employees, subcontractors, or agents in connection with the performance of this Contract. However, neither Provider nor any attorney engaged by Provider shall defend the claim in the name of College, nor purport to act as legal representative of College without first receiving from the College's Business Office authority to act as legal counsel for College, nor shall Provider settle any claim on behalf of College without the approval of the College's legal representative authority. College may, at its election and expense, assume its own defense and settlement. The obligations of the indemnifications extended by the Provider to the College shall survive the termination or expiration of this Contract.
- ii. General Liability Insurance: Provider shall maintain a broad form commercial general liability insurance policy reflecting limits of not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate of \$3,000,000 for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover Providers indemnification obligations under this Contract. The policy shall also contain an endorsement naming College, elected officials, agents, employees and as an additional insured, in a form satisfactory to College, and expressly providing that the interest of College shall not be affected by Provider's breach of policy provisions.
- iii. Automobile Liability: Provider shall maintain an automobile liability insurance policy reflecting limits of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability. The policy shall also contain an endorsement naming College as an additional insured, in a form satisfactory to College, and expressly providing that the interest of College shall not be affected by Provider's breach of policy provisions.
- iv. Certificates: Provider shall provide to College Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list Clackamas Community College, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet

the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance College has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

- v. Primary Coverage: The coverage provided by insurance required under this Contract shall be primary, and any other insurance carried by College shall be excess.
- vi. Limitation of Liability: This Contract is expressly subject to the debt limitation of Oregon set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (I) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- vii. Tail Coverage: If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Provider shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Provider's completion and College's acceptance of all Services required under this Contract, or, (ii) College or Provider termination of Contract, or, (iii) The expiration of all warranty periods provided under this Contract.
- viii. Failure of College to demand certificates of insurance, additional insured endorsements or other evidence of full compliance with these insurance requirements or failure of College to identify a deficiency from evidence that is provided shall not be construed as a waiver of Providers's obligation to maintain such insurance.

12. Work is Property of College

All work product of the Provider prepared pursuant to this Contract, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the College to the Provider herein remain the property of the College under all circumstances, whether or not the Services are complete. When requested by the College, all work products shall be delivered to the College in PDF or full-size, hard copy form. Work products shall be provided to the College at the time of completion of any of the discrete tasks specified in the Services. Provider shall maintain copies on file of any such work product involved in the Services for three (3) years after College makes final payment on this Contract and all other pending matters are closed, shall make them available for the College's use, and shall provide such copies to the College upon request at commercial printing or reproduction rates.

13. Law of Oregon

The Contract shall be governed by the laws of the State of Oregon. Venue shall be in Clackamas County, Oregon.

14. Errors

Provider shall perform such additional work as may be necessary to correct errors in the Services without undue delays and without additional cost.

15. Extra or Changes in Work

Only the College Vice President or the Project Manager may authorize extra (and/or change) work. Failure of Provider to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Contract price or Contract time due to such unauthorized extra work and Provider thereafter shall be entitled to no compensation whatsoever for the performance of such work.

16. Successors and Assignments

- i. Each party binds itself, and any partner, successor, executor, administrator, or assign to this Contract.
- ii. Neither College nor Provider shall assign or transfer their interest or obligation hereunder in this Contract without the written consent of the others. Provider must seek and obtain College's written consent before subcontracting any part of the work required of Provider under this Contract. Any assignment, transfer, or subcontract attempted in violation of this subparagraph shall be void.

17. Records

- i. Provider shall retain all books, documents, papers, and records that are directly pertinent to this Contract for at least three (3) years after College makes final payment on this Contract and all other pending matters are closed.
- ii. Provider shall allow College, or any of its authorized representatives, to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

18. Confidentiality

During the performance of the Contract and for all time subsequent to completion of the Services under this Contract, the Provider agrees not to use or disclose to anyone, except as required by the performance of this Contract or by law, or as otherwise authorized by the College, any and all information given to the Provider by the College or developed by the Provider as a result of the performance of this Contract. The Provider agrees that if the College so requests, the Provider will execute a confidentiality agreement in a form acceptable to the College and will require any employee or subcontractor performing work under this Contract or receiving any information deemed confidential by the College to execute such a confidentiality agreement.

19. Provider Trade Secrets and Open Records Requests

- i. **Public Records.** The Provider acknowledges and agrees that all documents in the College's possession, including documents submitted by the Provider, are subject to the provisions of the law, and the Provider acknowledges that the College shall abide by the Law, including honoring all proper public records requests. The Provider shall be responsible for all Provider's costs incurred in connection with any legal determination regarding the Law, including any determination made by a court pursuant to the law. The Provider is advised to contact legal counsel concerning such acts in application of the law to the Provider.
- ii. **Confidential or Proprietary Materials.** If the Provider deems any document(s) which the Provider submits

to the College to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Provider shall appropriately label such document(s), and submit such document(s) to the College together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the College in the College's discretion. The College will make a good faith effort to accommodate a reasonable confidentiality request if in the College's opinion the College determines the request complies with the law.

20. Breach of Contract

- i. Provider shall remedy any breach of this Contract within the shortest reasonable time after Provider first has actual notice of the breach or College notifies Provider of the breach, whichever is earlier. If Provider fails to remedy a breach in accordance with this paragraph, College may terminate that part of the Contract affected by the breach upon written notice to Provider, may obtain substitute services in a reasonable manner, and may recover from Provider the amount by which the price for those substitute services exceeds the price for the same services under this Contract.
- ii. If the breach is material and Provider fails to remedy the breach in accordance with this paragraph, College may declare Provider in default and pursue any remedy available for a default.
- iii. Pending a decision to terminate all or part of this Contract, College unilaterally may order Provider to suspend all or part of the Services under this Contract. If College terminates all or part of the Contract pursuant to this paragraph, Provider shall be entitled to compensation only for Services rendered prior to the date of termination, but not for any Services rendered after College ordered suspension of those Services. If College suspends certain Services under this Contract and later orders Provider to resume those Services, Provider shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
- iv. To recover amounts due under this paragraph, College may withhold from any amounts owed by College to Provider, including but not limited to, amounts owed under this or any other Contract between Provider and College.

21. Mediation/ Trial without a jury

Should any dispute arise between the parties to this Contract it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. Any litigation arising under or as a result of this Contract shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys fees.

The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Clackamas County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

22. Termination for Convenience

The College may terminate all or part of this Contract at any time for its own convenience by written notice to Provider. Upon termination under this paragraph, Provider shall be entitled to compensation for all Services rendered prior to actual notice of the termination or the receipt of the College's written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the

Contract.

23. Intellectual Property

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Contract shall vest in the College. Provider shall execute any assignment or other documents necessary to effect this paragraph. Provider may retain a nonexclusive right to use any intellectual property that is subject to this paragraph with prior written authorization. Provider shall transfer to the College any data or other tangible property generated by Provider under this Contract and necessary for the beneficial use of intellectual property covered by this paragraph.

24. Payment for Labor or Material

Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for the prosecution of the work provided for in this Contract. (ORS 279B.220)

25. Contributions to the Industrial Accident Fund

Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider incurred in the performance of this Contract, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

26. Liens and Claims

Provider shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)

27. Income Tax Withholding

Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)

28. Payment of Claims by the College

If Provider fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Provider or a subcontractor by any person in connection with this Contract as the claim becomes due, the College may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Provider pursuant to this Contract. The College's payment of a claim under this Paragraph shall not relieve Provider or Provider's surety, if any, from responsibility for those claims.

29. Hours of Labor

Provider shall pay employees for overtime work performed under the terms of this Contract in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. (29 USC §§ 201 *et. seq.*)

30. Workers' Compensation

Provider is a subject employer that will comply with ORS 656.017. Provider warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Provider shall indemnify College for any liability incurred by College as a result of Provider's breach of the warranty under this Paragraph. (ORS 279B.230)

31. Medical Care for Employees

Provider shall make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Provider's

employee(s), all sums which Provider agrees to pay for such services and all monies and sums which Provider collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)

32. Non-Discrimination

Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Provider also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

33. Foreign Contractor

If Provider is not domiciled in or registered to do business in the state of Oregon, Provider shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Provider shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Contract.

34. Federal Environmental Laws

Provider shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

35. Lawn or Landscaping.

If the Services or Project under this Agreement contemplate lawn or landscape maintenance, Consultant shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. (ORS 278B.225).

36. Tax Representation

Provider represents it has complied with the tax laws of Oregon and the tax laws of all political subdivisions of Oregon, as applicable, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Provider warrants that it will continue to comply with the tax laws of Oregon and the tax laws of all political subdivisions of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318, for the term of this Contract. Provider's failure to comply with the tax laws of Oregon or a political subdivision of this state prior to executing this Contract, or during the term of this Contract, is a default for which the College may terminate this Contract and seek damages as well as other relief available under applicable law.

37. Notice

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Notice, bills, payments, and other information shall also be made via email to the parties listed below. Payments may be made by personal delivery, mail, or electronic transfer. The addresses provided in the signature blocks to this Contract. When notices are so mailed, they shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this Section.

College	Provider

38. Modification

Any modification of the provisions of this Contract shall be reduced to writing and signed by the parties.

39. No Waiver of Legal Rights

No waiver of any provisions of this Contract shall be deemed to constitute a waiver of any other provision of the Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

40. Counterparts/Integration/Entire Contract

This Contract constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect. This Contract may be executed in counterparts, each of which shall be deemed to be an original, which together shall constitute a binding agreement. Each person signing below represents that she or he has the authority to sign this Contract for and on behalf of the party for whom she or he is signing. This Contract, including any exhibits attached hereto, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the parties with respect to the subject matter. Any party shall be entitled to sign and transmit electronic signatures to this Contract (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature to this Contract agrees to promptly execute and deliver to the other parties, upon request, an original signed Contract.

41. Severability

If any provision or portion of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Contract.

[Remainder of this page is intentionally left blank; signatures are on the following page.]

IN WITNESS WHEREOF, the parties have duly executed this Contract as of the Effective Date.

CLACKAMAS COMMUNITY COLLEGE

NAME OF PROVIDER.

Date signed: _____

Date signed: _____

Signature: _____

Signature: _____

Name:

Name: _____

Title: Vice President of

Title: _____

EXHIBIT A

PROVIDER'S SERVICE AND COMPENSATION

Detail the work to be performed (see item 2. above). You may cut and paste from the RFP. Include work to be done, schedule of work, deliverables and tasks, performance monitoring requirements, criteria for acceptance by the College, documents and reporting requirements.

- The College will not pay the Provider for services performed before the term of this Contract starts or after the term of this Contract ends.
- No compensation will be paid by College for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any defects therein. The compensation and reimbursable expenses shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Contract or agreed to by mutual written and duly signed agreement of College and Provider. Failure of Provider to secure authorization for extra work shall constitute a waiver of all right to adjustment in the compensation, reimbursable expenses, or any stated project schedule due to such unauthorized extra work and Provider thereafter shall be entitled to no compensation whatsoever for the performance of such work.
- The College will pay only for completed Services that are accepted by the College.
- Provider will submit monthly invoices to the College for Services performed by the 10th of each month. The invoices shall describe all services performed and shall explain all expenses that this Contract requires the College to pay and for which Provider claims reimbursement. Each invoice shall also include the total amount invoiced to date by Provider for work performed under this Contract prior to the current invoice. Invoices shall be emailed to [REDACTED].
- College shall make payments in a timely manner, within thirty (30) days of receipt of invoice. Invoices received from the Provider pursuant to this Contract will be reviewed and approved by the College prior to payment.
- If College does not pay within thirty (30) days of receipt of invoice acceptable to College, the invoice shall incur a service charge of 1.5% per month on the unpaid monthly balance.