EASTERN OREGON
UNIVERSITY

REQUEST FOR PROPOSALS

RFP # 2026-20-7

Campus Vending Services:

Campus Vending Services – Snack Foods

ISSUE DATE: July 20, 2026

CLOSING DATE: August 14, 2026

CLOSING TIME: 3:00 pm (PT)

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Section I - Information Regarding Proposal

INTRODUCTION

Eastern Oregon University ("EOU") is seeking proposals to select a contractor to provide snack food vending service, products to Eastern Oregon University (EOU).

IMPORTANT NOTICE

It will be the responsibility of potential proposers to refer daily to the Oregon Public Universities Shared Resources website (https://www2.wou.edu/nora/orpu.bid.home) and the State of Oregon Procurement website (https://oregonbuys.gov/bso) to check for any available addenda, response to clarifying questions, cancellations or other information pertaining to this Request for Proposals ("RFP").

ISSUING OFFICE

The Residence Life Office of Eastern Oregon University is the issuing office and the sole point of contact regarding this specific RFP. All correspondence should be to the contact person below:

Jordan Withers
Daugherty Hall 119
Eastern Oregon University
One University Blvd | *La Grande, OR* | *97850 541-962-3553* |
jcwithers@eou.edu

SCHEDULE OF EVENTS

The timing and sequence of events resulting from this RFP will be ultimately determined by EOU. This Schedule is illustrative of optimal timing goals, but may be changed.

RFP Issue Date	July 20, 2026
All Clarifying Questions Due	July 27, 2026 (12:00 pm, PT)
Notice of Interest Deadline	July 31, 2026 (3:00 pm, PT)
Closing Date (Proposals Due)	August 14, 2026 (3:00 pm, PT)
Anticipated Award Notice	September 1, 2026
Deadline for Protest of Award	7 calendar days after award date
Anticipated Contract Begin Date	October 1, 2026

GENERAL BACKGROUND

Founded in 1929 and located in La Grande, Oregon, Eastern Oregon University (EOU) serves as a vital educational, cultural, and economic hub for the rural Pacific Northwest. As Oregon's rural university, EOU guides student inquiry through integrated, high-quality liberal arts and professional programs.

The university serves a total student headcount of approximately 2,800 students, which includes a core population of roughly 1,300 on-campus students attending classes on our 110-acre main campus. Additionally, EOU employs over 350 faculty and staff members, creating a steady, year-round base of on-campus consumers.

Vending machines may be located in the following areas across the EOU campus. Location of services may be negotiated, dependent on identified need and usage.

Initial EOU Vendor Locations

Building	Number of Machines	Location
Ackerman Hall	1	South Entrance
Alikut Hall	1	Main Lounge Kitchette
Badgley Hall	2	1st & 3rd Floors
Daugherty Hall	1	1st Floor Vending Room
Hoke Union Building (HUB)	1	1st Floor Concourse
Inlow Hall	1	2nd Floor Breakroom
Library	1	2nd Floor Lounge
Loso Hall	2	Green Room, 2nd Floor Art Locker Room
North Hall	1	1st Floor Vending Room
Plant Services	1	Shipping and Receiving
Quinn Coliseum	1	Main Hallway
Zabel Hall	1	North Entrance

TERM OF CONTRACT

The contract is expected to begin on or about October 1, 2026 and extend to September 30, 2030 with an option for 1, one-year extension thereafter, subject to the Contractor's continued successful performance as determined by EOU. EOU intends to reserve the right upon 30 days' notice to the Contractor to terminate the contract.

SCOPE OF WORK

1. Contractor will install and manage snack vending machines at various EOU campus locations and facilities. It shall be the Contractor's responsibility to operate a vending machine and concession business at optimum professional and food safety standards and provide high quality goods at all times.

Contractor shall ensure that machines are in good operating conditions at all times, which includes maintenance, servicing, temperature monitoring, and the replenishment of items dispensed by the machines. Additional locations or moving of current location will be considered. Locations of machines will be mutually agreed upon by EOU and the Contractor.

Cold beverage services (including, but not limited to, carbonated sodas, energy drinks, sports drinks, juices, and bottled water) are explicitly excluded from this contract due to preexisting, exclusive university distributor partnerships. Refrigerated fresh food items (such as sandwiches, salads, or wraps) are likewise excluded from this core scope of work. Equipment proposed or installed by the Contractor must be dedicated solely to the approved snack food categories unless otherwise agreed upon in writing by the University (see Section III regarding categories).

2. Contractor will provide a machine implementation schedule to be operational by October 1, 2026, or a date agreeable to all parties, at all agreed upon locations.

3. Contractor may propose new, innovative vending ideas to EOU for placement at EOU locations. EOU reserves the right to approve or reject any proposed locations or removals.

4. Every machine must be equipped to accept, at a minimum, the following forms of payment:

    a. Cash: United States currency, specifically including $1.00 bills and standard coin denominations (nickels, dimes, quarters, and dollar coins) AND

    b. Credit/Debit Cards: Standard major credit and debit cards (including, but not limited to, Visa, Mastercard, American Express, and Discover) AND/OR

    c. Contactless Payment (Tap-to-Pay): Mobile and contactless payment methods, including Apple Pay, Google Pay, and contactless EMV chip cards.

    d. Integration with the Eastern Oregon University Student ID Card system or Campus Meal Plan system (e.g., campus discretionary funds or meal plan dollars) is **not** required for this contract. Vending machine operations will run completely independent of EOU's internal campus card systems.

5. The Contractor shall ensure that a minimum of 15% of the total snack product offerings in each vending machine meets the University's Healthy Vending Criteria (defined below) at all times throughout the duration of the contract. This shall be applied on a per-slot (facing) basis per machine, rather than a per-item inventory basis.

    a. Calories: Max 200 calories.

    b. Saturated Fat: Max 10% of total calories from saturated fat.

    c. Trans Fat: 0 grams (zero trans fat).

    d. Sodium: Max 200 mg per package.

6. Within the healthy product mix, the Contractor must stock items that cater to common student dietary preferences and restrictions. Each machine must consistently include at least one option from each of the following categories. Each dedicated dietary slot must be designated using easily identifiable, color-coded decals or stickers affixed directly to the glass row or shelf marker. These labels must remain clean, legible, and accurately aligned with the matching products at all times.

    a. Gluten-Free (certified or naturally gluten-free)

    b. Vegan / Plant-Based (containing no animal products)

    c. Nut-Free

7. Contractor shall provide machine maintenance and repair services. Service technicians shall arrive promptly at the site of any machine reported as malfunctioning within twenty-four (24) business hours (8:00am - 5:00pm, Monday through Friday) of malfunction notification. If additional time is required, a written, reasonable timeline shall be communicated regarding the repairs.

8. All vending equipment to be installed is to be of such construction as to meet all pertinent electrical codes. Successful bidder must comply with all State of Oregon, Union County, and City of La Grande licensing and business permits and to pay all required licensing fees. Equipment must be compatible with 110-volt electrical service.

9. EOU shall provide to the Contractor, at no expense, necessary utilities of the type and amount required for normal operation of vending machines. All connections thereto and associated costs of connection shall be the responsibility of the contractor.

10. With cooperation from EOU, Contractor shall be responsible for handling cash refunds. A label on each machine, or sign prominently displayed at each machine location, containing clear and concise instructions as to the procedure for obtaining cash refunds shall be provided by the Contractor. The Contractor shall reimburse the University for cash refunds EOU has paid to customers due to circumstances where payment was made but no product was received.

11. The Contractor is responsible for all costs and labor associated with the delivery, unboxing, assembly, and physical placement of the vending machines. EOU Facilities will coordinate building access keys/badges, designate specific loading dock schedules, and provide approved heavy machinery paths (including freight elevator access where applicable) to prevent property damage. The Contractor must utilize appropriate moving equipment (e.g., specialized appliance dollies, floor-protective skids) to ensure campus flooring, doorframes, and walls are not damaged during transport. Any damage to

university property during installation or transition shall be repaired or replaced entirely at the Contractor's expense.

12. EOU shall take normal precautions to prevent abuse of vending machines however, all losses incurred to vending machines from vandalism, theft, fire, accident, breakage, or other causes while on EOU property, or in travel to or from EOU, shall be at the expense of the Contractor except for clearly defined negligence on the part of EOU, its officers, employees, or agents. Liability for EOU shall not exceed the amount permitted by Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act.

13. The equipment shall be maintained by the Contractor throughout the contract period in a condition satisfactory to EOU. The interiors of each machine and the areas behind, on top of, and around the base of each machine shall be maintained in a clean and orderly manner by the Contractor.

14. The remittance of commissions due to EOU shall be made on a strict quarterly schedule. Payments must be issued according to the following timeline, with a maximum 30-day grace period following each close date:

    - **Q1 (Oct 1 – Dec 31):** Due by January 30
    - **Q2 (Jan 1 – Mar 31):** Due by April 30
    - **Q3 (Apr 1 – Jun 30):** Due by July 30
    - **Q4 (Jul 1 – Sep 30):** Due by October 30

    Detailed itemized data reports, including gross sales figures, must be submitted electronically via email to reslife@eou.edu at the conclusion of each quarter. Physical commission checks matching these electronic reports must be mailed to: *Residence Life and Housing Operations Office, Daugherty Hall 119, Eastern Oregon University, One University Blvd., La Grande, OR 97850*. Financial records related to the fulfillment of this contract remain subject to audit by EOU.

15. TRAVEL AND OTHER EXPENSES will not be reimbursed.

GENERAL EOU PROCUREMENT PROVISIONS

Under the University purchasing policy, EOU reserves the right to reject any and all Proposals received as a result of this RFP.

1. Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the closing deadline, provided that an emailed request is received by the Issuing Office, prior to the Closing date. Withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2. Requests for Clarification and Requests for Change: Proposers may submit questions regarding the RFP. Questions must be received in writing on or before 12:00pm (Pacific Time), on the date indicated in the Schedule of Events, at the Purchasing and Contract Services address or email address as listed in the Contact Information section of the RFP. EOU will post answers to submitted questions on both procurement websites: https://oregonbuys.gov/bso and https://www2.wou.edu/nora/orpu.bid.home. Proposers may submit requests for changes to the RFP under the same conditions as noted above for submitting questions. Requests for changes must include the reason for the change, identify the proposed changes, and why the proposed changes are in the best interests of EOU. The purpose of this requirement is to permit EOU to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition.

EOU will consider requested changes and, if appropriate, amend the RFP.

All clarifications and changes to the RFP shall be by written addendum to the RFP. No other clarifications or changes shall be binding, including but not limited to oral or written instructions or information concerning this RFP from EOU managers, employees or agents to prospective Proposers.

3. Addenda: If any part of this RFP is amended, an addendum will be provided on the Oregon Public Universities Shared Resources website (www.orpu.org), along with a copy to all parties who expressed written interest.

4. Post-Selection Review and Protest of Award: EOU will name the apparent successful Proposer in a "Notice of Intent to Award" letter. Identification of the apparent successful Proposer is procedural only and creates no right whatsoever in the named Proposer to award of the contract or other benefit hereunder. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter and file a written protest of award. Any award protest must be emailed to LeeAnn Case, VP Finance and Administration at lcase@eou.edu the address for the Purchasing and Contract Services Office as listed in the Contact Information section of the RFP. Protests may not be faxed.

<u>EOU will consider any protests received and either:</u>

(A) Reject all protests and proceed with final evaluation and permissible contract negotiation with the apparent successful Proposer. Pending the satisfactory outcome of this final evaluation and negotiation, EOU may subsequently enter into a contract with the named Proposer; OR

(B) Sustain a meritorious protest(s) and reject the proposal of the apparent successful Proposer as nonresponsive, provided such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, EOU may name a new apparent successful Proposer; OR

(C) Reject all Proposals and postpone or cancel the RFP.

The EOU Vice President for Finance and Administration or designee will timely respond to the protest after receipt. This protest decision shall be final.

5. Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of EOU.

6. Public Records: Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original submitted Proposal, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

> **"This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance." ORS 192.500(1). Therefore, non-disclosure of documents or any portion of a document submitted as part of a

Proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

7. Investigation of References: EOU reserves the right to investigate all references in addition to supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, lawful payment of subcontractors and workers and any other factor EOU deems relevant to this RFP. EOU may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

8. RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by EOU) and any other costs of any kind or nature whatsoever are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by EOU.

9. Clarification and Clarity: EOU reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear and favorable manner possible

10. Right to Reject Proposals: EOU reserves the right to reject any or all Proposals, if such rejection would be in the public interest, as determined by EOU in its discretion.

11. Cancellation: EOU reserves the right to cancel or postpone this RFP at any time or to award no contract.

12. Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of 90 calendar days following the Closing date. EOU may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

13. Oral Presentations: At EOU's sole option, Proposers may be required to give an oral presentation of their Proposals to EOU, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Issuing Office will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by EOU. Note:

Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, written Proposals should be complete.

14. Terms and Conditions: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a management agreement containing terms of the Standard Terms and Conditions (https://www.eou.edu/busserv/files/2025/02/EOU-Standard-Terms-and-Conditions-FIN-2024-12-09-v2.pdf). It is the proposer's responsibility to review the provisions and terms & conditions before providing a response. Eastern Oregon University will only consider minor modifications of the standard terms and conditions, if those modifications are included in the proposal.

15. Review for Responsiveness: Upon receipt of all Proposals, the Issuing Office or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If EOU determines that a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. EOU reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

16. Rejections and Withdrawals. EOU reserves the right to reject any or all Proposals or to withdraw any item from the award.

17. RFP Incorporated into Contract. This RFP will become part of the Contract between EOU and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the Standard Terms and Conditions. In addition, the final negotiated contract must reflect a mutual intent of the parties that the management agreement will comply with Internal Revenue Service, Revenue Procedure 97-13 as described in section 5.03(4) thereof (contemplating a fixed fee arrangement.)

18. Communication Blackout Period. Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee about the RFP until the apparent successful Proposer is selected, and all protests, if any, have been resolved.

19. Prohibition on Commissions. EOU will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process.

20.Ownership of Proposals. All proposals in response to this RFP are the sole property of EOU, and subject to the provisions of Oregon Revised Statutes ORS 192.410-192.505 (Public Records Act).

21. Clerical Errors in Awards. EOU reserves the right to correct inaccurate awards resulting from its clerical errors.

22. Rejection of Qualified Proposals. Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions or specifications of the RFP or the EOU Sample Contract.

23. Collusion. By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, or employee of EOU has a pecuniary interest in this Proposal.

24. Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest has been decided, and a contract has been fully executed.

Section II – Information Required from Proposers

PROPOSAL FORM AND CONTENT

Proposals that do not contain all the information requested in this and other sections may be rejected as non-responsive. It is expected that all qualified firms responding are thoroughly conversant with, and that work will be performed in conformance with, all applicable federal and state regulatory requirements.

Submission Format

1. The Proposal should be written on standard size (8½" x 11") paper, using generally accessible Word processing and document formats conducive to cut-and-paste transfer of information to contracts or other summary documents. PDF documents are preferred.

2. Proposers should structure responses as outlined in this RFP. Proposals should be prepared so that responses are specifically addressed in the same order as the requested information identified below and on the Questionnaire. Pages should be numbered consecutively and tabs inserted between sections.

3. The Proposal must be signed by an authorized official. The Proposal must also provide the name, title, address, phone number and email address for individuals with authority to negotiate and contractually bind the contractor, and for those who may be contacted for the purpose of clarifying the information provided.

REQUIRED PROPOSAL CONTENT

1. You must complete the **Bidder/Proposer Tax Laws and Non-discrimination Certification** sheet

   (Exhibit A), signed by an authorized company official.

2. The Proposal must also include the following, not to exceed 30 pages:

a. **Title Page or Cover Letter.** The title page or cover letter should indicate the date, subject, name of the Proposer, address, telephone number, e-mail address, name and title of the Proposer's contact person as well as a signature of an authorized official with the authority to negotiate and contractually bind the Proposer.

b. **Contractor Representatives.** A description of the office(s) that will provide support, including its geographic location, staffing level, the background, experience, and qualifications of personnel. *This information must be listed in a specifically identified section of the Proposal.*

c. **Questionnaire.** Complete specific answers to the Questionnaire for Proposers. Please respond by restating each question and thereafter providing your answer in order beginning with question 1.

3. **Summary Statement**. The Proposer may, but is not required, to provide a summary statement as to its qualifications, as well as briefly describe (no more than 500 words) any special considerations EOU should consider.

DELIVERY OF PROPOSALS

All proposals must be received on or before 3:00pm (PT) on August 14, 2026

Proposals will only be accepted by email.

It is the responsibility of the Proposer to ensure that Proposals arrive by the closing date and time. NO LATE PROPOSALS WILL BE ACCEPTED.

Proposals will be publicly opened in the Office of Residence Life on the closing date.

Proposals must be submitted using the following method:

1. Electronic Copy Submission - Copy of the proposal response (via email)

- Email subject line must be "Response to RFP #2026-20-7."
- Proposer ***must*** confirm electronic receipt of the complete emailed document(s) before the above time and date deadline. Proposals delayed or lost by email system filtering or failures may be considered at EOU's sole discretion.
- Proposals should be emailed to Jordan Withers, jcwithers@eou.edu

EVALUATION CRITERIA

Proposals will be evaluated for completeness and compliance with this RFP and other qualifications of the Proposers. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual, and goal requirements of the RFP. If the Proposal is unclear, Proposers may be asked to provide written clarification. **Proposals that do not specifically address the scope of work or do not include the complete Proposal Content may be rejected as non-responsive.**

1. Evaluation Criteria

Proposals will be evaluated based on the following criteria and questions outlined in the Questionnaire for Proposers:

1.	Background Information	5 points
2.	Scope of Work	40 points
3.	Cost and Commission Summary	30 points
4.	Maintenance Plan	15 points
5.	References	10 points
	Total possible:	100 points

2. Oral Presentations

EOU may require an oral presentation by the highest-scoring Proposers, including an interview with key personnel. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by EOU. Points may be adjusted or additional points added based on oral presentations. Oral presentations may be conducted telephonically.

3. Proposal Evaluation Committee

Proposals will be evaluated by a committee consisting of representatives from EOU's Residence Life Department and other University Personnel. The committee's recommendations will be forwarded to the EOU Vice President for Finance & Administration or their designee for final decision.

SECTION III – PROPOSAL SUBMISSION

Proposers must submit all of the following information requested in the 5 subsections below. Beginning with Background Information, please provide a clear response for each requested item in all subsections below. Use additional sheets as necessary.

1. BACKGROUND INFORMATION

Description of past experience in the successful completion of similar services for higher education or related businesses. Proposer should provide evidence of the successful performance of services for at least two other clients. Please provide name, address, and telephone numbers of contact persons for such projects.

Identify specific person(s) who would be responsible for the proposed work and include a brief resume for each. Please list references for each person identified including name, address and phone number of an appropriate reference contact person.

2. SCOPE OF WORK

The Scope of Work should identify the proposed number of installed vending machines for each of the campus locations. The proposal must specify the exact hardware and network technology to be utilized to process cash, credit/debit, and contactless mobile payments completely independent of EOU's internal student ID and campus card networks. Finally, a comprehensive operational plan must detail routine product inventory evaluations, restocking frequencies, and rotation protocols to ensure optimal freshness. Proposers must explicitly detail the methodology for consistently maintaining the required 15% Healthy Vending Criteria and stocking the mandatory dietary accommodations (gluten-free, vegan, and nut-free) on a per-slot basis, including the design and placement of any needed decals.

To ensure physical safety and property protection, a detailed delivery and placement plan must be provided, outlining the specialized transport equipment (such as protective floor skids and appliance dollies) and logistics to be utilized during installation to prevent damage to EOU flooring, walls, and doorframes.

3. COST AND COMMISSION SUMMARY

VENDING SERVICES

Please attach a separate page indicating potential product list, size, and brand. An example has been provided below with the categorical types that may be evaluated.

Standard Product Category	***Example Brands / Sizes***	***Maximum Allowed Vend Price***
Chips / Pretzels / Popcorn / Misc.	*Lay's, Doritos, Rold Gold (1.5oz–2oz)*	*$*____________

Chocolate Candy / Bars	*Snickers, Twix, M&M's (Standard Single)*	*$___________*
Non-Chocolate / Sugar Candy	*Skittles, Starburst, Sour Patch Kids*	*$___________*
Healthy / Nutritional Bars/ Protein	*Clif Bar, Kind Bar, Jerky sticks*	*$___________*
Pastries / Cookies / Nuts	*Pop-Tarts, Grandma's, Pistachios*	*$___________*

Vending product pricing submitted in the Contractor's proposal must remain firm and fixed for the initial year of the contract. Thereafter, the Contractor may request a price adjustment no more than once per contract year. All price adjustment requests must be submitted in writing to the Residence Life and Housing Director between July 1st and July 31st, to take effect, if approved, prior to the start of the following Fall academic term. Mid-year price increases will not be considered under any circumstances.

To protect students from sudden price spikes, the maximum allowable price increase shall be strictly capped at the lesser of:

- The annual percentage change in the regional Consumer Price Index for All Urban Consumers (CPI-U): West Region, Class B/C (Populations under 2.5 million) – Food Away from Home index for the preceding 12-month period ending in May of the current year, OR
- A strict maximum cap of 3.0%.

The Contractor must provide written documentation citing official Bureau of Labor Statistics (BLS) data for this regional index to justify any requested increase. The University reserves the right to deny any price adjustment request that lacks sufficient market justification, or to request a price reduction should the regional index experience a downward trend.

COMMISSION STRUCTURE REQUIREMENTS

Flat Commission Rate: The University defines an eligible "fixed fee" to include a fixed percentage of *gross* revenues or a standard flat monthly operating fee. Proposers must structure their financial bids as a fixed/flat commission percentage based strictly on gross monthly sales volume, or as a guaranteed flat monthly/annual utility fee, or a combination thereof.

Under no circumstances shall the Contractor's compensation, revenue-split, or commission structure be based on *net* profits, cash flow, or any variable expense metrics of the vending operations. This framework ensures the arrangement remains a permissible management contract under IRS guidelines while retaining the floating gross revenue split requested in the Cost Summary.

Definition of Gross Sales: Commission shall be calculated as a straight percentage of Gross Settled Sales (the total revenue collected through the machines). No deductions for credit card processing fees, mobile payment gateway fees, machine maintenance, or administrative overhead will be permitted.

Evaluation Notice: Proposers are explicitly notified that the uniform flat commission percentage offered to the University constitutes a heavily weighted component of the formal RFP evaluation and scoring criteria. Higher proposed commission rates will yield a higher financial score.

Reporting and Remittance Schedule: To ensure compliance with contract oversight, the selected Contractor must strictly adhere to a quarterly schedule for both financial remittance and data delivery. Detailed itemized data reports outlining gross sales must be sent electronically via email to reslife@eou.edu within 30 days of the close of each quarter. Corresponding physical commission checks must be mailed simultaneously to the Residence Life and Housing Operations Office. Deadlines are structured as follows:

- **Q1 (Oct 1 – Dec 31):** Due by January 30
- **Q2 (Jan 1 – Mar 31):** Due by April 30
- **Q3 (Apr 1 – Jun 30):** Due by July 30
- **Q4 (Jul 1 – Sep 30):** Due by October 30

Please state the proposed flat commission percentage and justification as part of submission.

4. MAINTENANCE PLAN

Submit a comprehensive, written Maintenance Plan detailing the scheduled preventative maintenance and diagnostic routines for all proposed equipment. The plan must outline standard sanitation protocols, including the frequency and methods for cleaning machine glass, payment interfaces, product delivery chutes, and the immediate physical areas surrounding the base and sides of each machine. The submission must define technical support procedures, guaranteeing that qualified service technicians will arrive on-site to resolve reported equipment malfunctions within twenty-four (24) business hours of notification. Additionally, the plan must establish a clear lifecycle protocol for the timely replacement of worn, damaged, or chronically failing machinery, as well as the administrative process for managing customer cash or digital refunds, prominent instructional signage, and university reimbursement coordination.

5. REFERENCES

Provide at least two references from clients your firm has served in the past three years, including one client that has newly engaged the firm in the past 36 months and one long-term client.

EXHIBIT A

BIDDER/PROPOSER TAX LAWS AND NON-DISCRIMINATION CERTIFICATION

RFP #2026-20-7

I, the undersigned, have read all of the terms and conditions of this Request for Proposals, and I understand that if awarded the contract, I and the firm represented herein shall be bound by its terms and conditions and representations made in this response. I certify that Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

Certified Minority, Women, and Emerging Small Business

For statistical purposes only, please indicate if your firm is an Oregon certified minority, women, or emerging small business: ☐ **DBE** ☐ **MBE** ☐ **WBE** ☐ **ESB**

Certificate of Compliance with Tax Laws

I, the undersigned, (Check one)

___ hereby certify under penalty of perjury that I am not in violation of any Oregon Tax laws,

___ hereby certify under penalty of perjury that I am authorized to act on behalf of Contractor and, to the best of my knowledge, Contractor is not in violation of any Oregon tax laws.

For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620

Business Designation (check one): ___ Corporation ___ Partnership ___ Sole Proprietorship

___ Governmental/Non-Profit ___ Limited Partnership ___ Limited Liability Partnership

___ Limited Liability Company

Signature:		Date:	
Name:		Title:	
Firm:			
Address:			
City/State/Zip:		Phone:	( )
e-mail:		Fax:	