



## INVITATION TO BID

**ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.**

<b>INVITATION NO.:</b>	KCT-01088	<b>RETURN ORIGINAL COPY OF BID TO:</b>
<b>Issue Date:</b>	October 25, 2017	KCTCS
<b>Method of Award:</b>	SEE BID	<b>PROCUREMENT TO PAYMENT SERVICES</b>
<b>Procure to Pay Analyst:</b>	Tonya Peters	<b>BID #KCT-01088</b>
<b>Email:</b>	Tonya.peters@kctcs.edu	<b>300 NORTH MAIN STREET</b>
<b>Bids are invited on the following:</b>	<b>Grill Services (Henderson Community College)</b>	<b>VERSAILLES, KY 40383</b>

**IMPORTANT: SEALED BIDS MUST BE RECEIVED BY NOVEMBER 13, 2017 by 4:00 PM EASTERN STANDARD TIME**

1. Sealed Bids for furnishing the following will be received by the KCTCS Procurement to Payment Department, KCTCS, Versailles, Kentucky, until the date and time stated above. **Bid documents must be submitted in a sealed envelope identified with the Invitation to Bid number and the opening/return date on the face of the envelope **FACSIMILE BIDS WILL NOT BE ACCEPTED.****
2. Please quote your single best net price on each item, unless a discount from list price is requested, delivered to the address specified, all transportation charges prepaid. Price shall include delivery to the department address shown on this Invitation. Submission of two (2) bids may result in disqualification of both bids.
3. Bids must be firm. Those containing escalator clauses cannot be accepted, unless provided for in Special Conditions. To receive consideration, bids must be made on this form and signed in full. Prices must be based on stated units and extended. Delivery guarantee must be shown. Bids will be rejected unless filled out in ink or on typewriter and signed in ink.
4. The KCTCS Sales Tax Exemption Number is A-20633. Certificate will be provided upon request. Do Not Quote Sales Tax. (...continued on following page.....)

**SIGNATURE REQUIRED:** This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.  
**ALL BIDS ARE TO BE "TRANSPORTATION CHARGES PREPAID, F.O.B. DESTINATION"**

**THIS AREA MUST BE COMPLETED**

<b>DELIVERY TIME:</b>	<b>NAME OF COMPANY</b>	<b>PHONE:</b>
<b>BID FIRM THROUGH:</b>	<b>NO. &amp; STREET</b>	<b>FAX:</b>
<b>PAYMENT TERMS:</b>	<b>CITY, STATE &amp; ZIP CODE</b>	
<b>F.O.B. DELIVERED ALL DELIVERY CHARGES INCLUDED IN PRICES SHOWN</b>	<b>SIGNATURE</b>	<b>DATE:</b>
<b>FEDERAL ID NUMBER (EIN):</b>	<b>TYPED OR PRINTED NAME</b>	
	<b>EMAIL:</b>	

In submitting this bid, it is expressly agreed that, upon proper acceptance by Kentucky Community and Technical College System of any or all items bid, a contract shall thereby be created with respect to the items accepted.

**BIDS MAY ALSO BE VIEWED AT OUR WEBSITE:** [http://systemoffice.kctcs.edu/Vendor\\_Information](http://systemoffice.kctcs.edu/Vendor_Information). All bids and contracts are subject to General Terms and Conditions of KCTCS. You may download/print a copy of these from our website: <http://www.kctcs.edu> or you may request a copy be mailed to you by contacting the Procurement to Payment Department at 859-256-3336.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the bidder (if the bidder is an individual), a partner, (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the bidder is legally entitled to enter into contracts with KCTCS and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 61.096, and 42.990, and;
5. That I have fully informed myself regarding the accuracy of the statement made above.

NOTICE

1. Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from bidding, or otherwise, is prohibited.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The contractor by signing and submitting a bid on this invitation agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to KCTCS by the successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The contractor, by submitting a bid on this Invitation, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b), that prohibits maintaining segregated facilities.

INSTRUCTIONS TO BIDDERS:

Bidder's response on the following items must include full identification of the item(s) proposed, and be accompanied by descriptive literature, etc., to enable the purchaser to evaluate qualifications of the item(s) proposed as equal to those specified. **ALL ALTERNATE QUOTATIONS MUST BE ACCOMPANIED BY COMPLETE LITERATURE AND SPECIFICATIONS TO EVALUATE ALTERNATE QUOTE AS EQUAL TO THAT SPECIFIED. FAILURE TO PROVIDE SUFFICIENT INFORMATION WILL BE CAUSE FOR REJECTION OF THE BID.**

When a Bidder proposes to furnish the exact item specified, he shall cite, beside the item, or use the Mfg. & Model No. Proposed blank that follows the line item as follows:

1. If bidding the manufacturer and model number specified in this Invitation, write in "AS SPECIFIED".
2. If bidding an alternate model, identify by manufacturer's number and model.
3. If bidding a private label model, identify as private label and show stock number.

**ALL BIDS ARE TO BE "TRANSPORTATION CHARGES PREPAID, F.O.B. DESTINATION"**METHOD OF AWARD

Unless otherwise specified, it is the intent of KCTCS to award this Invitation to Bid on a Best Value basis.

**Important Dates (subject to change per applicable Addenda):****November 6, 2017, 4:00 p.m. EST**Deadline to submit questions. All questions must be emailed to [tonya.peters@kctcs.edu](mailto:tonya.peters@kctcs.edu)**November 13, 2017, 4:00 p.m. EST**

Deadline to submit bids (unless extended per Addenda)

**Supplier Bid Submission Checklist:**

Supplier is responsible for meeting all bid requirements (including those not listed below):

YES \_\_\_ NO \_\_\_ : Pg. 1 – Invitation to Bid completed & signed  
 YES \_\_\_ NO \_\_\_ : Supplier meets minimum years in business requirement  
 YES \_\_\_ NO \_\_\_ : Site Visit completed (if applicable)  
 YES \_\_\_ NO \_\_\_ : Supplier did not include their own terms and conditions  
 YES \_\_\_ NO \_\_\_ : Pricing and Form of Proposal completed  
 YES \_\_\_ NO \_\_\_ : References and Substitute W-9 completed  
 YES \_\_\_ NO \_\_\_ : Sales & Use Tax Permit included  
 YES \_\_\_ NO \_\_\_ : Supplier meets all requirements throughout the bid

**SCOPE**

You are invited to bid for the establishment of a Price Contract for the operation and management of a high quality grill for students, faculty, staff and guests of Henderson Community College, located at 2660 S. Green St., Henderson, KY, 42420 on the terms and conditions specified. The successful supplier will provide a high quality grill for students, faculty, staff and guests on the terms and conditions specified.

**CONTRACT PERIOD**

The contract period will be for one (1) year from date of award with an option to extend the contract period for four (4) additional one (1) year periods, upon mutual agreement of KCTCS and the successful Contractor, provided funds are available.

**GENERAL**

The resulting contract between KCTCS and the Contractor (bidder, supplier, vendor) shall consist of (1) the Invitation to Bid (Bid) and any amendments thereto, and (2) the Contractor's Bid submission in response to the Invitation. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the Bid shall govern. In the event that an issue is addressed in one document that is not addressed in the other document, no conflict in language shall be deemed to occur. However, KCTCS reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Bid or the Contractor's submission. In all other matters not affected by the written clarification, if any, the Bid shall govern.

**SUPPLIER TERMS & CONDITIONS**

Responses submitted that include any additional supplier terms or conditions or contain terms and conditions in conflict with the Statutes of the Commonwealth of Kentucky may be deemed non-responsive. Suppliers must refrain from imposing conditions that would modify the terms and conditions of the solicitation or limit the bidder's liability to KCTCS on the contract awarded on the basis of such Invitation.

The laws of the Commonwealth of Kentucky shall govern any contracts or orders placed as a result of an offer. The rights and obligations of the parties thereto shall be determined in accordance with these laws. Any offer conditioned upon governance by the laws of a state other than Kentucky shall not be considered.

The successful supplier will be responsible for compliance with all applicable Federal, State and Local Laws, Regulations and Mandates. The successful supplier shall ensure that all of its employees comply with these Federal, State and Local Laws, Regulations and Mandates.

**KENTUCKY RECIPROCAL PREFERENCE LAWS**

In accordance with KRS 45A.490 to 45A.494, Kentucky Resident Bidder Status, a resident Contractor of the Commonwealth of Kentucky shall be given a preference against a nonresident Contractor. In evaluating proposals, KCTCS will apply a reciprocal preference against an Contractor submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Contractor. Residency and nonresidency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Contractor claiming Kentucky residency status must submit with its bid/proposal a notarized affidavit (Resident Bidder Claim Form,) with supporting documentation affirming that it meets the criteria as set forth in the above referenced statute.

Further, in accordance with KRS 45A.465 and 45A.470, any bidder wishing to claim qualified bidder status must complete and include an Affidavit for Qualified Bidder Status with their response. In evaluating responses, KCTCS will apply preference in accordance with KRS 45A.470. An Affidavit for Qualified Bidder Status forms is available from KCTCS Procurement to Payment, upon request.

### **METHOD OF AWARD**

The Kentucky Community and Technical College System (KCTCS) intends to award a contract to the responsive and responsible vendor, based on Best Value, who meets the Terms, Conditions, and Specifications of this Invitation to Bid.

Best Value - Ranking Approach: with the ranking approach, price is one of the measurable criteria components of the solicitation. The measurable criteria are added together to determine the bidder's total score. The bidder with the highest score has the highest ranking. Award is made to the bidder with the highest ranking. If there is only one best value response to the solicitation, the evaluation process may be waived and award may be made to the only responsive, responsible bidder.

### **Measurable Criteria**

<b>Commission Awarded to College:</b>	<b>90 Points</b>
<b>Number of Years in Restaurant Business</b>	<b>10 Points</b>
<b>Total:</b>	<b>100 Points</b>

**Commission Awarded to College (90 points)** – The bidder offering the largest percentage of commission receives the maximum score. The bidder with the next largest commission rate receives points by dividing the largest commission rate by the next largest commission rate and multiplying that percentage by the available points. For example, assume 15% is the largest commission rate from bidder "A", then bidder "A" receives 90 points ( $.15/.15 = 1.00 \times 90 = 90$ ). Assume 13% is the next largest commission rate by bidder "B", then bidder "B" receives 34.67 points ( $.13/.15 = .8667 \times 90 = 78$ ), etc.

**Years in Business (10 points)** - A minimum of four (4) years in business providing restaurant services is required for this contract. The bidder with the greatest number of years in business providing restaurant/food services fifteen (15) years maximum considered for evaluation purposes) over the four (4) years minimum requirement receives the maximum points. The bidder with the next greatest number of years in business providing these services over the minimum requirement receives points by dividing the number of years in business by the greatest number of years and multiplying that percentage by the available points. For example, assume the greatest offer is ten (10) years from bidder "A", then bidder "A" receives 10 points:  $10/10 = 1.00 \times 10 = 10$ ). Assume six (6) years is the next greatest offer from bidder "B", then bidder "B" receives 6 points  $6/10 = 0.6 \times 10 = 6$ ), etc. No points shall be awarded to vendors who do not **exceed** the minimum requirement of four (4) years. **This information will be verified per the Secretary of State website.**

### **POST CONTRACT AGREEMENTS**

The resulting contract shall constitute the entire agreement between the parties. Unless contractually provided, KCTCS will not be required to enter into nor sign any additional agreements, leases, company order or other documents to complete or initiate the terms of a contract that may result from an award of this Invitation to Bid. Any documents obtained shall be non-binding on KCTCS and may be considered a breach of contract

### **SITE VISIT**

**Bidders are encouraged to visit the college campus operations prior to submitting a bid to inspect the conditions at the site. Any bidders wishing to schedule a site visit must contact the college representative listed below. The college will not be responsible for additional charges for conditions at the site that could have been foreseen during a site visit. Please contact CHRISTINA STINSON (270-855-9138 or [Christina.stinson@kctcs.edu](mailto:Christina.stinson@kctcs.edu)) to schedule a site visit. Site visit is to be scheduled ON/BEFORE NOVEMBER 2, 2017, Morning hours only.**

### **QUESTIONS & RESTRICTION ON COMMUNICATIONS**

The KCTCS Procurement to Payment Services Department shall be the point of contact throughout the solicitation process regarding the terms and conditions contained in this Invitation to Bid. Any attempt to communicate with the college during the bid process, including evaluation, regarding the status of results or other information may be cause of rejection of bid submission. This does not preclude suppliers who presently hold contracts with KCTCS from communicating with KCTCS individuals regarding existing contracts only. Any explanation desired by a bidder regarding the meaning or interpretation of the solicitation, specifications, etc., must be requested in writing to the Procurement Analyst, and with sufficient time allowed for a reply to reach potential bidders before the submission of their bids.

Oral explanations or instructions given before the award of the contract will not be binding. In the event any item, requirement, term or condition of this Invitation to Bid is not clear, or is not according to regulation, it shall be the sole responsibility of the interested prospective bidder to inquire as to intent, or to state the exception in writing via email. **No phone calls will be accepted. Questions must be submitted in writing no later than Monday, November 6, 2017, 4pm EST.**

Tonya Peters  
KCTCS Procurement to Payment Services  
859-256-3124 (Fax)  
[Tonya.peters@kctcs.edu](mailto:Tonya.peters@kctcs.edu)

### **ORAL DISCUSSIONS**

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders and any state employee or official are not binding on the Commonwealth of Kentucky or its constitutional agencies or colleges.

### **AUTHORIZATION TO DO BUSINESS IN KENTUCKY**

The successful contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The Supplier shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

### **PERSONAL INFORMATION SECURITY**

To the extent supplier receives personal information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Supplier shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as KCTCS' and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying KCTCS of a security breach relating to Personal Information in the possession of Supplier or its agents or sub suppliers within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Supplier abides by the requirements set forth in that exception; (iv) cooperating with KCTCS in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Supplier; and (vi) at KCTCS' discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

### **TAXES AND LICENSE FEES**

It will be the responsibility of the supplier to comply with any and all local, State, or Federal requirements concerning licenses, taxes, sanitation, etc.

- **SALES AND USE TAX PERMIT:** A completed Kentucky Sales and Use Tax Permit may be submitted with the bid. This information must be obtained prior to award of a contract.

Sales of tangible personal property or services to the State of Kentucky and its constitutional agencies are not subject to state sales or use taxes.

### **QUANTITIES**

The price contract established from this Invitation to Bid shall have no guarantee of any specific sales quantity. The sales quantities listed herein are only estimates. There is no implied or guaranteed quantity of sales.

### **COMMISSION**

Commission rate quoted will remain firm for the first year of the resulting contract and may be increased/decreased based on actual sales at annual renewal upon mutual written agreement. Commission shall be calculated on gross sales less sales tax if applicable.

**COMMISSION PAYMENTS**

Commission payments will be made in the form of a check payable to Henderson Community College and forwarded to the College Business Office no later than the twentieth (20th) of the month following the month in which the commission was earned. The Kentucky Community and Technical College System (KCTCS) reserves the right to require the contractor to pay the commission by Certified or Cashier's Check and/or to add simple interest at the prime interest rate for each day any commission remains unpaid after the due date.

**SERVICE PERFORMANCE**

All services performed under the contract will be in accordance with the terms and provisions of the contract. It will be the responsibility of Henderson Community College to insure that services rendered are performed and acceptable. Major deviations of services performed will not be made without the written approval of the Business Affairs Officer of the College and KCTCS Procurement to Payment Services.

Problems that may arise should be resolved between the contractor and the College. If such problems and/or disagreements cannot be resolved, they should be referred, by either party, to the Director of the Procurement to Payment Department or designee for settlement. Since no absolute criteria for determining performance exists, the final authority and responsibility for judging performance rests with the Business Affairs Officer of the College. However, poor performance charges must be documented and substantiated in writing, including letters and memoranda advising needed corrections; and income and sales analyses if relevant.

**CONTRACTOR QUALIFICATIONS**

KCTCS will consider proposals from qualified outside Contractors who are capable of meeting the terms and conditions stated herein. The Contractor must be ordinarily engaged in the business of providing these services and have sufficient experience, financial and human resources to provide the services specified in this proposal. The Contractor may be required to submit sufficient financial information, such as audited financial statements and Dunn & Bradstreet ratings, to allow KCTCS to evaluate the Contractor's ability to meet the responsibilities of the contract.

The Contractor must submit with the proposal references of successful programs/businesses it has previously implemented or is currently operating. Contractor's proposal shall include no less than three (3) client references, which may be contacted by KCTCS. Each reference shall include the name of the company, name and title of person responsible for the company's food service, address, and telephone number. Information provided must include persons to contact with addresses and phone numbers, the size of the business served, and other pertinent information that would aid in the determination of an experienced Contractor. KCTCS reserves the right to request additional information to determine the responsibility of the apparent successful Contractor relative to its ability to comply with the terms and conditions of this Invitation to Bid.

All firms submitting a proposal must meet the following minimum qualifications:

Firms must be able to demonstrate the ability to provide high quality food services in the Commonwealth of Kentucky.

Firms must be able to demonstrate the ability to provide full services for an organization comparable in size to the Henderson Community College.

**MAINTENANCE OF COLLEGE PROPERTY**

The contractor will maintain, in good repair and appearance, all contractually related or assigned equipment or space owned by the College. Changes or modifications (unless specified in the contract) to the College owned space, property, fixtures, fixed equipment or utilities may not be made without written authorization of the College Business Affairs Officer.

**UTILITIES**

Utilities (heat, water and electricity) and outlets required will be furnished by the College. Final connections are to be made by the contractor. The contractor will be required to meet any energy conservation policies of Henderson Community College.

**PARKING**

The contractor's vehicles will be clearly identifiable with the successful contractor's name and will be kept in a reasonably clean and presentable condition. Only service vehicles may be permitted to park on the campus. Vehicles servicing buildings on the campus must register with a designated representative of Henderson Community College and observe all traffic and parking regulations. Service vehicles must use loading and unloading zones and will not block campus drives and fire lanes at any time. Service vehicles must be moved from loading zones immediately after loading or unloading.

**INSURANCE**

Prior to the beginning of the contract, the contractor will furnish to the Business Affairs Officer of the College Certificates of Insurance that show it has and will maintain all insurance protection (including products liability insurance) at the contractor's expense.

Minimum liability coverage must be:

Public Liability -Comprehensive General Owners, Landlords and Tenants

Bodily Injury Liability

Each Person \$1,000,000

Each Occurrence \$1,000,000

Property Damage Liability \$1,000,000

Products Liability

Each Person \$1,000,000

Each Occurrence \$1,000,000

Automobile Liability

Bodily Injury

Each Person \$1,000,000

Each Occurrence \$1,000,000

Personal Injury Liability

Each Person \$1,000,000

Property Damage Liability \$1,000,000

Worker's Compensation Statutory

Employers Liability \$ 500,000

The Kentucky Community and Technical College System must be named as an additional insured in the policy for Comprehensive General Liability. In the event of failure by the contractor to maintain, in force, insurance coverage acceptable to KCTCS, KCTCS will have the right to terminate this Agreement immediately upon written notice to the contractor. Copies of the Insurance Certificates are to be furnished to the KCTCS Procurement to Payment Department. Modification of this requirement must be requested in writing with supporting statements, prior to the time of the bid submission.

**WORKERS' COMPENSATION INSURANCE AND UNEMPLOYMENT INSURANCE**

KRS 45A.480 requires the Contractor/Contract Holder providing maintenance to State facilities to comply with the Commonwealth's requirements pertaining to workers' compensation insurance and unemployment insurance. This statute requires the Contractor or Contract Holder to provide the Commonwealth with an affidavit. The affidavit shall state that all contractors and subcontractors employed, or to be employed in connection with this contract shall be in compliance with Kentucky requirements for Workers' Compensation Insurance (KRS Chapter 342) and Unemployment Insurance (KRS Chapter 341). An affidavit form is included with this Invitation to Bid.

**CONTRACT ASSIGNMENT**

The contractor is prohibited from assigning, transferring or subletting the contract or its rights, title or interest or its power to execute the contract to any other person, company or corporation without written approval of the Business Officer of the College and the Director (or designee) of the KCTCS Procurement to Payment Services Department.

In the event of a change in company ownership, KCTCS reserves the right to re-advertise the contract.

**CANCELLATION OR TERMINATION OF CONTRACT**

This contract will not be canceled during its life except for mal-performance, non-performance or other failure on the part of the supplier to comply with the terms and conditions of the contract. In the event of such action being necessitated, the contract will be null and void immediately upon receipt of written notice from KCTCS Procurement to Payment.

KCTCS reserves the right to cancel any resulting contract, without cause, by giving written notice to the successful supplier no later than 30 calendar days before the proposed cancellation date. Notice of intent to cancel shall be made by certified mail.

KCTCS reserves the right to terminate the contract when requirements under the contract no longer exist or changes in supplies or services render the contract as not responsive to the needs of the Community & Technical College. A written notice made by certified mail will be given to the supplier at least thirty (30) days prior to the proposed termination date.

The supplier may cancel the contract for a properly documented and justifiable reason with s (60) days written notice to the authorized personnel of the Community & Technical College and KCTCS Procurement to Payment. Approval must be received in writing at which time the supplier must remove all equipment and inventory during the mutually agreed upon time from within the sixty (60) days' notice.

Should the contract be cancelled – KCTCS reserves the right to contact the next bidder with best value ranking points to establish contract for services.

#### **BID SUBMITTAL**

Bids must be received no later than the date and time show on the front page of this Invitation to Bid. All bids must be received in a sealed envelop/package clearly identified with the Invitation to Bid Number in the lower left corner.

#### **MULTIPLE BIDS**

Only one price may be bid for the services to be provided in this Invitation to Bid. Bidders must determine their single best offering on the services specified. Bids not conforming to this requirement will be rejected.

#### **CANCELLATION OR REJECTION OF BIDS**

KCTCS Procurement to Payment reserves the right to reject any and all bids, as well as, cancel the bid when it is in the best interest of KCTCS to do so.

#### **ADDITION OR DELETION OF ITEMS OR SERVICES**

KCTCS Procurement to Payment reserves the right to add new and similar items or services, with the consent of the vendor, to any contract awarded from this Solicitation. KCTCS Procurement to Payment shall effect any such change by issuing a Modification to the contract.

The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Invitation to Bid. It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of an Amendment to Contract issued and approved by the KCTCS Procurement Manager.

#### **Extension to Other Campuses & Institutions**

The successful supplier shall be willing to extend the provision of services under the resulting contract to any other campus and public institution of higher education of the Commonwealth of Kentucky. Such extension will be under terms and conditions substantially the same as those in the resulting contract except that pricing will be negotiated based on the specific services required. Extension is optional and will not be considered as an award criteria.

#### **SUBCONTRACTING**

No part of the operation may be subcontracted without prior approval of the Business Affairs Officer of Henderson Community College and the Procurement to Payment Department, or unless approved prior to the award of the contract.

#### **90-DAY PROBATIONARY PERIOD**

The successful supplier will be given 90 days from the date of award of contract, to meet and adhere to all terms, specifications and conditions of this contract. Failure to meet the outlined criteria may be cause for cancellation.

#### **COMPLIANCE WITH STATE LAWS**

The laws of the Commonwealth of Kentucky shall govern any contracts or orders placed as a result of an offer. The rights and obligations of the parties thereto shall be determined in accordance with these laws. Any offer conditioned upon governance by the laws of a state other than Kentucky shall not be considered.

The successful contractor will be responsible for compliance with all applicable Federal, State and Local Laws, Regulations and Mandates. The successful contractor shall ensure that all of its employees comply with these Federal, State and Local Laws, Regulations and Mandates.

#### **ADA COMPLIANCE**

When applicable (e.g. webpages) the Contractor's products and services will be in compliance with current Americans with Disability Act (ADA) requirements including the applicable current ADA Standards for Acceptable Design, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Section 255 of the Communications Act, as amended and applicable regs.



**ACCESS TO RECORDS**

The Contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

**SECURITY OF INFORMATION**

The contractor certifies that he/she shall not at any time release or divulge any information concerning the services covered by any contract award derived from the terms of this Invitation to Bid to any person or any public or private organization without prior approval of KCTCS.

**GOVERNING LAW**

The contract shall be construed according to the laws of the Commonwealth of Kentucky. Any legal proceedings against KCTCS regarding this Invitation to Bid or any resultant contract shall be brought in Commonwealth of Kentucky administrative or judicial forums.

**INTELLECTUAL PROPERTY**

Ownership of the intellectual property generated for KCTCS by any contract resulting from this solicitation and paid for in accordance with the agreed upon fee schedule shall reside with KCTCS. Furthermore, KCTCS shall use any images, slogans or other concepts developed under the terms of the resulting contract without additional charge for royalties to the Contractor. Notwithstanding, however, that adjustments to existing pieces or new designs will be charged at the rates specified in the fee schedule of the contract. Any intellectual or commercial property rights created or obtained through performance of a contract with KCTCS shall belong to KCTCS. Neither contractor nor its officers, directors, agents, or employees shall have authority to apply for the ownership or registration of any intellectual or commercial property rights created or obtained through performance of services provided. Nor shall contractor, its officers, directors, agents, or employees use KCTCS intellectual or commercial property during the term of the agreement for any purpose other than providing the services and after the termination of the agreement for any purpose.

## **GRILL - HENDERSON COMMUNITY COLLEGE**

### **DESCRIPTION OF SERVICE**

The successful vendor will provide a high quality grill for students, faculty, staff and guests of Henderson Community College located at 2660 S. Green St., Henderson, KY 42420, on the terms and conditions specified.

### **HOURS OF SERVICE**

See Operating Hours Document

### **MENU REQUIREMENTS**

It will be the responsibility of the successful vendor to provide a variety of foods that are properly prepared and attractively served. Breakfast items, grill items, sandwiches, soups and desserts will be available throughout service hours. Portion sizes and quality of food must consistently meet standards specified. The Business Affairs Officer of Henderson Community College must approve menu changes, in advance. Easy to read menus with prices and items available during each meal period should be provided. **Bidders are to submit a prepared menu, including portion sizes and prices as part of the bid.** (See below Exhibit A, suggested menu and prices to be charged).

### **HEALTH STANDARD**

KCTCS is committed to complying with Governor Beshear's Executive Order #2014-114 – the Kentuckyhealthnow Initiative. Product lines must offer selections in the healthy choice area such as low carb, low calorie, reduced fat, sugar free, caffeine free, etc.

Products may include, but are not limited to the following:

- Cold & hot beverage, including healthy choices
- Fresh food (sandwiches, fruit, etc.)

### **KITCHEN, SERVING AND DINING AREA**

Self-bussing by customers is acceptable; however, the successful vendor will be responsible for removing any trays, dishes, or utensils from tables that customers do not remove. The successful vendor is responsible for cleaning the dining area during operational hours, including but not limited to floors, tables, chairs, counters and waste containers. The successful vendor will be responsible for cleaning assigned kitchen and serving areas.

### **PERSONNEL**

The successful vendor will employ a sufficient number of employees for effective service to the customers, including services to keep the serving and dining area clean. The on-site manager will meet regularly with the Business Affairs Officer of Henderson Community College to discuss any problems and requests for changes.

### **ADVERTISEMENT**

No advertising will be permitted, unless approved in advance, by the Business Affairs Officer.

### **DECORATING**

The successful vendor may redecorate the area, provided the appropriate KCTCS officials approve proposed plans.

### **DELIVERIES**

All deliveries will be made as directed by a designated representative of Henderson Community College.

### **SANITATION**

The successful vendor will be responsible for sanitation of the entire area, including floors, walls and ceilings. Standards acceptable to Henderson Community College must be continually maintained. These standards may be exhibited by the highest food service inspection rating and a written report of sanitation checks by the on-site manager.

### **UNIFORMS**

The successful vendor will be responsible for insuring that all employees wear clean and appropriate uniforms. Employees are required to wear **hairnets or caps**.

**QUALITY OF FOOD**

The list below is not an exhaustive nor a limiting list of foods to be served, it is an example of quality of foods to be served.

Canned Fruits and Vegetables	Grade A Fancy
Poultry	USDA Grade A Stamped Required
Beef	USDA Choice except for ground beef, which may be Utility Chuck Grade with not more than 22% Fat. No additives will be permitted.
Pork	Number 1, federally inspected
Sausage Products	All meat, prepared under continuous inspection with ingredient label required by USDA
Dairy Products	Grade A
Eggs	Grade A
Bakery Products	Fresh, first line quality

Foods prepared offsite must be must be prepared with fresh ingredients, and delivered and sold within 24 hours of preparation.

**ACCOUNTING AND REPORTING**

The successful vendor shall be required to furnish a monthly report consisting of the gross sales, by category, to the Business Affairs Officer. KCTCS reserves the right to conduct audits on an unannounced basis. All records will be made available to the KCTCS auditors. A record of sales on a day-to-day basis will be made on grill operations. The cash register tape shall be among those records maintained by the successful vendor.

**TRASH DISPOSAL**

The successful vendor will be responsible for properly disposing of all trash daily in a manner acceptable to the Business Affairs Officer.

**STORAGE**

The successful vendor may store required items in areas designated by a representative of Henderson Community College. The successful vendor will not store food, supplies or other items for other job sites or operations.

**EQUIPMENT**

The following equipment is available for use by the contractor in providing grill services for Henderson Community College. Vendor will be responsible for maintaining existing equipment as listed below:

Quantity	Equipment	Manufacturer
1	Grill/Exhaust Hood	Wells
1	Refrigerator (4-section)	Koch
1	Stainless Steel 3-Bay Sink	
1	Freezer	Kenmore
1	Butcher Block	Frigidaire

At the beginning of the contract period, the successful vendor and a designated representative of Henderson Community College will inventory existing equipment and furniture. College owns equipment listed above, as well as the water heater. Repair of Henderson Community College's equipment will be the responsibility of the College. Additional equipment required by the successful vendor will be provided by the successful vendor and must be approved by a designated representative of Henderson Community College. Upon termination of the contract, the successful vendor agrees to return any inventoried equipment in the same condition except for reasonable wear from normal usage. Equipment furnished by Henderson Community College may be seen at the site. Successful contractor must not create smoke or grease during the cooking process of foods.

In addition, the successful vendor is to provide:

Condiment stands that include napkins, plastic knives, forks and spoons, salt & pepper, catsup, mustard, mayonnaise and related items. Leak proof sanitary disposal containers with removable liners (easily cleaned and sanitized) of a quantity and capacity to collect all wastepaper, cups, etc.

Henderson Community College will not provide utensils, pans, etc.

**EQUIPMENT CHANGES**

Equipment changes may be made only with approval of the Business Affairs Officer of Henderson Community College. Equipment may not be removed from the College during school closings.

The successful vendor will assume the responsibility that all equipment in the Grill Service will be installed and operate according to all city, county, state, federal and KCTCS codes as they relate to health, safety, fire and building. The successful vendor will keep the grill area and equipment in compliance with all such codes as they may change during the term of the Grill contract with the College. Any expenditure to obtain compliance will be borne by the successful vendor.

**FIXED EQUIPMENT**

Changes or modifications (unless specified in the contract) to the College owned space, property, fixtures, fixed equipment or utilities may not be made without written authorization from the authorized personnel at the College. The College will be responsible for the design of the locations where equipment will be installed.

It is understood that all material and/or equipment that is permitted attached to any wall or ceiling will become the property of KCTCS at the conclusion of the contract.

**CATERING SERVICES**

From time to time, the college may desire catering services for small group meetings in which working lunches are required. The vendor agrees to allow charges approved by the College President for these meetings and will bill following the event, identifying the date, meeting Coordinator, event, and itemization of meals provided.

The vendor may also be able to provide catering services for formal college-sponsored events. The vendor will work with the Chief Business Affairs Officer to ensure that costs are appropriate and compliant with KCTCS and college meal policies. The vendor will provide monthly billings identifying the date, meeting event, and an itemized invoice of meals and services provided.

Vendor is to be aware that the offering of catering services is an option under this contract. However, the college has the option to utilize other catering providers when in best interest of the college.

**FORM OF PROPOSAL**

**COMMISSION RATE**

Commission rate on net sales for GRILL SERVICE AT HENDERSON COMMUNITY COLLEGE, COLLEGE DRIVE CAMPUS to be paid to KCTCS shall be:

\_\_\_\_\_ Percent of gross sales less sales tax if applicable in accordance with the terms, conditions and specifications contained in this Invitation to Bid and any duly issued addendum.

\_\_\_\_\_ Number of Years in Business (Will be verified through the Kentucky Secretary of State).

\_\_\_\_\_ Sales & Use Tax Permit (will be required prior to contract begin date)

**Estimated net sales for Grill Sales for FY 2015: \$31,623**  
**FY2016 sales figures not available.**

**CONTRACTOR REPRESENTATIVE**

The successful contractor shall indicate in the space provided the names and contact information of a primary and secondary person responsible for the coordination of all performance issues if awarded a contract from this Invitation to Bid. Email addresses are required as the college will use this as their primary means of communication.

<b>Primary Contact:</b>	<b>Secondary Contact:</b>
Name:	Name:
Title:	Title:
Agency:	Agency:
Address:	Address:
City:_____	City:_____
State:	State:
Zip:	Zip:
Office Phone:	Office Phone:
Cell Phone:	Cell Phone:
Pager:	Pager:
Fax:	Fax:
Email:	Email:

**Substitute W-9 Form**

A completed, signed KCTCS Substitute W-9 form must be submitted with the bid. This information must be obtained prior to award of a contract. Bids received without a completed W-9 form may be rejected. A form has been attached for completion.

**EXHIBIT A**

**HENDERSON COMMUNITY COLLEGE  
GRILL SERVICES  
SUGGESTED MENU ITEMS  
(to include Healthy Choices as defined on Page 10)  
OPERATING HOURS**

The sandwich menu must include a variety. Below are suggestions:

Variety of sandwiches (hot and cold); whole wheat and white bread--  
Hamburger, Cheeseburger, Hot Dog, Fish Sandwich, Grilled Cheese, Hoagie,  
Chicken Sandwich, Hot Ham & Cheese, Pizza

Soups/Chili with crackers  
Chicken Nuggets  
Tacos

Sides & Salads—  
French Fries, Veggie Plate, Fruit Bowl; Garden Salad; Chef Salad

Desired beverages—  
Coffee service, offering flavored coffees; lattes'

**MENU WITH PRICES MUST BE VISIBLY DISPLAYED**

=====

**Operating Hours:**

**Fall/Spring Term:**

**Lunch:**

Monday – Thursday: 11:00 AM – 2:00 PM  
Fridays – Closed  
Weekends – Closed

**Breakfast:**

Some breakfast operating hours may be scheduled. This can be added later.

**Summer:**

Closed

**REFERENCES**

**(MUST BE SUBMITTED WITH BID)**

1. \_\_\_\_\_  
Name of Business  
\_\_\_\_\_  
Contact Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Phone  
\_\_\_\_\_  
Number of Years in Business
  
2. \_\_\_\_\_  
Name of Business  
\_\_\_\_\_  
Contact Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Phone  
\_\_\_\_\_  
Number of Years in Business
  
3. \_\_\_\_\_  
Name of Business  
\_\_\_\_\_  
Contact Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Phone  
\_\_\_\_\_  
Number of Years in Business



# Substitute W-9 Form

Kentucky Community and Technical College System  
300 North Main Street, Versailles, KY 40383

College:			
College Contact:		College Contact Email:	
College Contact Ph:		College Contact Fax:	

To avoid Internal Revenue Service (IRS) mandated backup withholding KCTCS is required to obtain your Taxpayer Identification Number (TIN) for reporting income paid to you or your organization. KCTCS uses a Substitute W-9 Form to obtain certification of your TIN and retains this information in its secure payee/vendor database. This form may be completed online and then printed for signature. Tab to fields and populate with your information. New Vendors must complete the entire form. Existing Vendor's may the complete shaded area of form. New and updated forms must be signed and dated.

**New Vendor (complete entire form)**       **Changes to existing vendor**

Federal Tax ID #: (Required) \_\_\_\_\_  TIN/EIN       SSN

Legal Name used for purposes of IRS reporting \_\_\_\_\_

Business Name (if different from name used for purposes of IRS reporting) \_\_\_\_\_

Does your business accept credit Cards?     Yes     No      If yes,     V i s a     M C     O t h e r : \_\_\_\_\_

Type of Business (Required):

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Corporation              | <input type="checkbox"/> Government Entity                      | <input type="checkbox"/> Foreign Nonresident Individual          |
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Foreign Entity (other than individual) | <input type="checkbox"/> Limited Liability Company               |
| <input type="checkbox"/> Non Profit/501(c) Entity | <input type="checkbox"/> U.S. Agent of Foreign Person/Entity    | <input type="checkbox"/> Individual/Sole Proprietor (US Citizen) |

Exempt from backup withholding

Other (Please Explain) \_\_\_\_\_

**Business Classification** (Required - Select only one – Does not apply to publically traded entities)

<input type="checkbox"/> <b>Minority Business Enterprise/MBE</b> (please choose one sub-classification at right): <i>Defined as a business at least 51% owned by one or more African-Americans, Hispanics, Native Americans, Asian Pacific Americans, Asian Indian Americans, and other groups as defined by Federal law.</i>	<input type="checkbox"/> <i>Hispanic-American</i>	<input type="checkbox"/> <i>African-American</i>
	<input type="checkbox"/> <i>Asian-American</i>	<input type="checkbox"/> <i>American Indian</i>
	<input type="checkbox"/> <i>Other (explain):</i>	
<input type="checkbox"/> <b>Women-Owned Business Enterprise/WBE</b> <i>Defined as a business at least 51% owned by one or more women.</i>	<input type="checkbox"/> <b>Disadvantaged Business Enterprise/DBE</b> <i>Defined as a business at least 51% owned by at least one differently-abled, socially, or economically disadvantaged individual as defined by Federal law.</i>	
<input type="checkbox"/> <b>Veteran Owned Business/VOB</b> <i>Defined as a business at least 51% owned and operated by a service veteran.</i>	<input type="checkbox"/> <b>Disadvantaged Veteran Owned Business/DVOB</b> <i>Defined as a business at least 51% owned and operated by a service veteran with a service-related disability of at least 10 percent.</i>	
<input type="checkbox"/> <b>None of the Above</b>	<input type="checkbox"/> <b>Other (Explain):</b>	

**Certification**

Under penalties of perjury, I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. person (including a U.S. resident alien).

Signature of U.S. Person	Date
Printed Name:	



<b>Purchase Order</b>	<b>Purchase Order Information</b>				<input type="checkbox"/> <b>Check if remit address is same as PO address</b>	
Preferred Method of Receiving Purchase Orders: <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Check if there is a change to your Purchase order address						
Vendor Name (if different from above)						
Order to Address						
City			State		Zip	
Sales Contact Name			Email for PO			
Sales Contact Phone			Fax for PO			
<input type="checkbox"/> Purchase Address – Change to						
<b>Remittance</b>	<b>Remittance Address as it appears on your invoice</b>					
Vendor Name (if different from above)						
Remit to Address						
City			State		Zip	
Remit to Contact Name			Email			
Remit to Phone			Fax			
<input type="checkbox"/> Remit to Address – Change to						

Wherever possible we desire to replace check payments with an electronic payment (ACH - direct deposit transfer). In order to switch your payment type if already established from paper check to electronic transfer we will need your bank account information entered on this substitute W-9 form. Your email address will only be used to notify you when an electronic payment is issued, to notify you of the issuance of a purchase order, or to notify you of other official business correspondence. Your e-mail and/or banking information will not be shared or distributed outside KCTCS' Business Services Division and will be used solely for KCTCS business applications.

<b>Direct Deposit Information (All fields are required to receive ACH electronic direct deposit payments)</b>	
Name on Bank Account:	
Bank Name (include branch name if applicable):	
Bank Routing Number (9-digit ABA #):	Bank Account Number:
Mark only one (should match information noted above): <input type="checkbox"/> Checking: <input type="checkbox"/> Savings:	
<b>E-mail address -- Please print <i>LEGIBLY</i> -- Required for electronic notification of payment to your bank account.</b>	
Mark if this is a: <input type="checkbox"/> Establishment of a new direct deposit <input type="checkbox"/> Change of existing direct deposit	
Email change only <input type="checkbox"/> New email address to where payment notification to be sent:	

I hereby authorize and request KCTCS to initiate credit entries for payment to my account. If necessary, a debit entry may be made in accordance with National Automated Clearing House Association (NACHA) rules reversing a credit entry made in error at the financial institution named. The electronic payment data remains in effect until withdrawn by written notification to KCTCS, 300 North Main Street, Versailles, KY 40383.

PRINTED NAME

Authorized Signature

Date