



**Kentucky Community and Technical College System  
REQUEST FOR PROPOSAL (RFP)**

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

<b>PROPOSAL NO.:</b> RFP-0176	<b>RETURN ORIGINAL COPY OF PROPOSAL TO: KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM PROCUREMENT TO PAYMENT SERVICES 300 North Main St. Versailles, KY 40383</b>
<b>Issue Date:</b> August 8, 2017	
<b>Purchasing Officer:</b> Bekka Korosec	
<b>Email:</b> Bekka.korosec@kctcs.edu	
<b>Schedule Name:</b> Grill Services	
<b>Total number of Pages:</b> 13 pages including cover sheet	

**IMPORTANT: PROPOSALS MUST BE RECEIVED BY: August 18, 2017, 12:00 PM (noon) EST**

1. It is the intention of the Request for Proposal (RFP) to enter into competitive negotiation as authorized by KRS 45A.085.
2. Proposals for competitive negotiation shall not be subject to public inspection until negotiations between the purchasing agency and all offerors have been concluded and a contract awarded to the responsible offeror submitting the proposal determined in writing to be the most advantageous to the KCTCS, price and the evaluation factors set forth in the advertisement and solicitations for proposals considered.
3. An award of contract may be made upon the basis of the initial written proposals received without written or oral discussions.
4. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
5. The KCTCS reserves the right to request proposal amendments or modifications after the proposal receiving date.
6. The contents of the successful proposal shall become part of any contract awarded.

NOTICE

1. Any agreement or collusion among offerors or prospective offerors which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, 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.

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 offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror 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 Request for Proposal, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal;
4. That the offeror is legally entitled to enter into contracts with the Kentucky Community & Technical College System, and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
5. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.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.

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

The offeror by signing and submitting a proposal 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 the KCTCS by the successful offeror prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

**RFP'S MAY ALSO BE VIEWED AT OUR WEBSITE: [http://systemoffice.kctcs.edu/Vendor\\_Information](http://systemoffice.kctcs.edu/Vendor_Information).**

**All RFP's and contracts are subject to General Terms and Conditions of KCTCS. You may download/print a copy of these from our website or you may request a copy be mailed to you by contacting the [Purchasing Department](#) at 859-256-3483.**

**SIGNATURE REQUIRED:** This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signator's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

## 1. KCTCS OVERVIEW

The Kentucky Community and Technical College System, the largest institution of higher education in the Commonwealth, is composed of 16 comprehensive two-year colleges with more than 70 campuses throughout the state that serve approximately 80,000 students and nearly 5,000 businesses each year in credit programs leading to certificate, diploma, and associate degrees, pre-baccalaureate education for transfer to four-year institutions, and non-credit programs, customized business and industry training, professional continuing education, and personal enrichment opportunities.

Key areas of emphasis include increased access to postsecondary education and educational attainment, community and economic development, workforce education and training, adult education and literacy, agriculture and rural development, nursing and allied health professions, emerging technologies and high-growth, high-wage occupations, online education, global partnerships and international education, firefighter and emergency medical professionals, and homeland security education and training. For more information, consult our website at [www.kctcs.edu](http://www.kctcs.edu)

## 2. STATEMENT OF INTENT AND PURPOSE

### DESCRIPTION OF SERVICE

The Kentucky Community and Technical College System (KCTCS) is issuing this Request for Proposal to invite qualified and responsible firms for the establishment of a Price Contract for the operation and management of a high quality grill for students, faculty, staff and guests of Ashland Community and Technical College, College Drive Campus, located at 1400 College Drive, Ashland KY on the terms and conditions specified.

### HOURS OF SERVICE

See Operating Hours Document "Exhibit A" attached.

### MENU REQUIREMENTS

It will be the responsibility of the successful offeror 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 Ashland Community and Technical College must approve menu changes, in advance. Easy to read menus with prices and items available during each meal period should be provided. **Offerors are to submit a prepared menu, including portion sizes and prices as part of the proposal.** (See below Exhibit A, suggested menu and prices to be charged).

### SELLING PRICES

The selling prices to the consumer will be as listed herein. Prices are subject to revision only on February 1 and August 1 of each contract year (service market fluctuations exempted) and may be either increases or decreases. Revisions will be based on general industry changes and may be requested in writing by either of the contracting parties and received at least thirty (30) days prior to the effective date. The requesting party must furnish to the College Business Affairs Officer documented evidence substantiating the validity of the request along with the written request for price changes. The selling prices of products sold through this contract will be in line with those in the surrounding area. Documented prices will be the manufacturer's list prices excluding promotions. No price increases will be granted without the approval of the Business Affairs Officer of Ashland Community and Technical College and the KCTCS Procurement to Payment Services Department.

**KITCHEN, SERVING AND DINING AREA**

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

**PERSONNEL**

The successful offeror 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 Ashland Community and Technical 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 offeror 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 Ashland Community and Technical College.

**SANITATION**

The successful offeror will be responsible for sanitation of the entire area, including floors, walls and ceilings. Standards acceptable to Ashland Community and Technical 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 offeror will be responsible for ensuring that all employees wear clean and appropriate uniforms. Employees are required to wear **hairnets or caps**.

**QUALITY OF FOOD**

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 offeror 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 offeror.

**TRASH DISPOSAL**

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

**STORAGE**

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

**EQUIPMENT**

At the beginning of the contract period, the successful offeror and a designated representative of Ashland Community and Technical College will inventory existing equipment and furniture. College owns sinks and water heater; offeror would need to provide ovens (electric only), refrigeration/freezers, and storage cabinets. Ashland Community and Technical College will not provide utensils, pans, etc. Repair of Ashland Community and Technical College's equipment will be the responsibility of the College. Additional equipment required by the successful offeror will be provided by the successful offeror and must be approved by a designated representative of Ashland Community and Technical College. Upon termination of the contract, the successful offeror agrees to return any inventoried equipment in the same condition except for reasonable wear from normal usage. Equipment furnished by Ashland Community and Technical College may be seen at the site. Successful offeror must not create smoke or grease during the cooking process of foods.

In addition, the successful offeror 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.

All material and/or equipment that is permanently attached to any wall or ceiling will become the property of KCTCS at the conclusion of this contract. All remaining material and/or equipment will be (other than the itemized equipment inventoried at the beginning of the contract, or equipment purchased by KCTCS during the contract) will be retained by the offeror.

**EQUIPMENT CHANGES**

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

The successful offeror 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 offeror 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 offeror.

**FIXED EQUIPMENT**

Successful offeror will maintain, in good repair and appearance, all contractually related or assigned equipment or space owned by Ashland Community & Technical 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 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.

The offeror will retain all remaining material and/or equipment. Offeror will assume the responsibility that all equipment in service will be installed and will operate according to all city, county, state, federal and KCTCS codes as they relate to health, safety, fire and building. The offeror will keep the area and equipment in compliance with all such codes as they may change during the term of the contract with the Community & Technical College and KCTCS. Any expenditure to obtain compliance or remain in compliance will be borne by the offeror.

**3. ADDITIONAL RELATED PRODUCTS OR SERVICES**

KCTCS reserves the right to add additional related services based on the original offer. Upon mutual consent of KCTCS and the Offeror on pricing, performance, etc., said additional services may be added to the contract.

**4. QUANTITIES**

The price contract established from this Request for Proposal 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.

**5. PERFORMANCE BOND**

The offeror may be required to execute **immediately** after receiving the Notice of Award, a performance bond or irrevocable letter of credit.

## 6. 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 Ashland Community and Technical 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 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.

## 7. SCHEDULE OF IMPLEMENTATION AND PERIOD OF PERFORMANCE

After a review of the written proposals, the Offerors with the best proposals may be asked to attend oral interview sessions to be held at the Ashland Community & Technical College. All costs associated with the Offeror's required oral presentation will be solely the responsibility of the respective Offeror. Promises and commitments made by Offerors during oral presentations and demonstrations will be considered a part of the Offeror's proposal.

***KCTCS reserves the right to reject any and all proposals, or any part thereof, or to accept any proposals or any part thereof, or to waive any informalities or defects in any proposal, as deemed to be in the best interest of KCTCS. KCTCS reserves the right to re-issue or change the RFP, and to obtain the professional services by any other measures.***

## 8. SUBMISSION OF OFFER

Offerors desiring to respond to this Request for Proposal should submit one (1) original (clearly marked) with live signature, one (1) CD of the written proposal, and five (5) copies of their response. **No pre-proposal conference is planned.** Sealed proposals will be received in the offices of the KCTCS Procurement to Payment Services, Kentucky Community and Technical College System, 300 North Main Street, Versailles, Kentucky 40383, until Friday Aug. 18, 2017, 12:00 p.m. Each proposal will be stamped with the time and date of receipt. Any proposal received after 12:00 p.m. will not be considered for an award of a contract. In accordance with KRS 45A.085, there will be no public opening. However, after contract award, the solicitation file will become a public record.

## Schedule of Events

Issue Date for RFP	August 8, 2017
Questions Due	August 11, 2017 @ 12:00pm (noon) EST
RFP Due Date	August 18, 2017 @ 12:00pm (noon) EST

If an oral interview session is scheduled, it will be held at the Ashland Community & Technical College. All costs associated with the Offeror's required oral presentation will be solely the responsibility of the respective Offeror. Promises and commitments made by Offerors during oral presentations and demonstrations will be considered a part of the Offeror's proposal.

### 9. OFFEROR TERMS AND CONDITIONS

Responses submitted by offerors that include terms and conditions not in conformity with the terms and conditions of this Request for Proposal, KCTCS General Terms and Conditions or the Statutes of the Commonwealth of Kentucky will be **rejected**.

### 10. SITE VISIT

Offerors are encouraged to visit the college campus operations prior to submitting a response to inspect the conditions at the site. Any Offerors 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 Paul Seasor to schedule a site visit.**

Paul Seasor  
[Dseasor0002@kctcs.edu](mailto:Dseasor0002@kctcs.edu)  
606-585-6136

### 11. OFFEROR QUALIFICATIONS

KCTCS will consider proposals from qualified outside Offerors who are capable of meeting the terms and conditions stated herein. The Offeror 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 Offeror may be required to submit sufficient financial information, such as audited financial statements and Dunn & Bradstreet ratings, to allow KCTCS to evaluate the Offeror's ability to meet the responsibilities of the contract.

The offeror must submit with the proposal references of other successful programs similar in nature to this request and offered at other organizations. Proposal should include no less than three (3) client references which may be contacted by KCTCS. KCTCS reserves the right to request additional information, which will aid in the further evaluation of any offeror's fitness to provide a successful or comprehensive program and experience.

### 12. MAINTENANCE OF COLLEGE PROPERTY

The offeror 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.

**13. UTILITIES**

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

**14. PARKING**

The offeror's vehicles will be clearly identifiable with the successful offeror'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 Ashland Community and Technical 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.

**15. INSURANCE**

Prior to the beginning of the contract, the offeror 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 offeror'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 offeror to maintain, in force, insurance coverage acceptable to KCTCS, KCTCS will have the right to terminate this Agreement immediately upon written notice to the offeror. 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 proposal submission.



**16. WORKERS' COMPENSATION INSURANCE AND UNEMPLOYMENT INSURANCE**

KRS 45A.480 requires the Offeror/Contract Holder providing maintenance to State facilities to comply with the Commonwealth's requirements pertaining to workers' compensation insurance and unemployment insurance.

**17. GENERAL**

The resulting contract between KCTCS and the Offeror shall consist of the Request for Proposal (RFP) **and** any amendments thereto, one (1) original proposal, one (1) CD or electronic copy of proposal, and five (5) copies of the Offeror's proposal submitted in response to the RFP. 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 RFP 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 Offeror, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

**18. ENTIRE AGREEMENT**

The resulting contract will represent the entire agreement between the parties with respect to the subject matter thereof and will supersede all prior negotiations, representations or agreements, either written or oral, between the parties hereto relating to the subject matter hereof and shall be independent of and have no effect upon any other contracts. A record of formal contract negotiations between the contractual parties will be prepared by KCTCS and will become a permanent part of the contract file.

**19. CONTRACT CHANGES**

The contract, and any amendments thereto, awarded through this solicitation shall be managed by KCTCS and any modifications thereto must be mutually agreeable to both parties and executed in writing. Such modification or change of any provision in the resulting contract shall be made between the Offeror and KCTCS Procurement to Payment Services and incorporated as a written amendment to the KCTCS contract on official KCTCS Personal Service Contract letterhead. Local modifications made between Offeror and individual KCTCS colleges shall not be construed as an amendment to the contract and shall not be considered binding.

**20. 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 offeror 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 Services.

KCTCS reserves the right to cancel any resulting contract, without cause, by giving written notice to the successful offeror 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 offeror at least thirty (30) days prior to the proposed termination date.

The offeror may cancel the contract for a properly documented and justifiable reason with sixty (60) days written notice to the authorized personnel of the Community & Technical College and KCTCS Procurement to Payment Services. Approval must be received in writing at which time the offeror 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 offeror with best value to establish contract for services.

## **21. SUBCONTRACTING**

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

## **22. 90-DAY PROBATIONARY PERIOD**

The successful offeror will be given 90 days probationary period 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.

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

## **24. PREPARATION OF PROPOSALS**

Offeror is expected to examine all specifications, terms, conditions, and instructions in this Request for Proposal. Failure to do so will be at the Offeror's risk.

Offeror will furnish the information required by this RFP. The Offeror will sign the RFP and print or type name, firm, address, telephone number and date. Erasures or other changes must be initialed by the person signing the offer. An offer signed by an agent is to be accompanied by evidence of his or her authority unless such evidence has been previously furnished to the issuing office. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the principal offeror.

The proposal should be prepared simply and economically, providing a straightforward concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal should be bound in single volume where practical. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

Any proposal containing terms and conditions not in conformity with the statutes of the Commonwealth of Kentucky will be **rejected**.

**Proposals will not be accepted via fax or email.**

**25. PROPOSAL INSTRUCTIONS**

A complete proposal will consist of the following. Number the sections of your response to relate to these criteria.

- A. Overview and Menu – Provide a general overview of the Offeror's organization and experience as it relates to providing successful grill services to your customer base.
- Please include a complete copy of your organizations menu which would be offered at the ACTC location.
  - Number of years in business (will be verified through the Kentucky Secretary of State).
- B. References – Include no less than three (3) client references and their contact information which may be contacted by KCTCS.
- C. Commissions (if any) – Estimated six month net sales for Grill Services: \$35,000  
Estimated net sales for Grill services FY 2015: \$31,623

**26. COST OF PREPARING PROPOSAL**

Costs of developing the proposals are solely the responsibility of the Offeror. KCTCS will provide no reimbursement for such costs.

**Selected respondents may be asked to provide an in-person presentation. Costs for travel and delivery of these presentations are solely the responsibility of the selected offerors.**

**27. ADDENDA & AMENDMENTS**

KCTCS reserves the right to request amendments or modifications after the specified receipt date if in the best interest of KCTCS. In the event it is necessary to revise any part of the Request for Proposal after initial mailing, the revision will be mailed to all who received the initial RFP or who have subsequently requested one. Receipt of an amendment to a solicitation by an Offeror must be acknowledged by signing and returning the amendment or by letter. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

Any "addenda" issued by KCTCS Procurement to Payment Services prior to the time for receiving proposals shall be covered in the proposal and in closing a contract they shall become a part thereof. Such "Addenda" shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued Addendum.

## 28. EXPLANATIONS

Unless it is demonstrated that an adequate response cannot be developed with the data provided in this RFP, KCTCS will not provide additional data based on request from individual respondents. Proposals should be based on the data contained in this RFP. If KCTCS decides to distribute additional information, it will be distributed to all offerors in accordance with paragraph 11.0 above.

Any explanation desired by an Offeror regarding the meaning or interpretation of the solicitation, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach Offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective Offeror concerning the solicitation will be furnished to all prospective Offerors as an amendment of the solicitation if such information is necessary to Offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors. KCTCS reserves the right to require verification or clarification of data and information presented in the Offeror's proposal.

## 29. 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 Request for Proposal. Any attempt to communicate with the college during the proposal process, including evaluation, regarding the status of results or other information may be cause of rejection of proposal 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 an offeror 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 offerors before the submission of their offers.

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 Request for Proposal is not clear, or is not according to regulation, it shall be the sole responsibility of the interested prospective offeror to inquire as to intent, or to state the exception in writing via email. **Questions will not be answered via phone calls.**

Questions may be submitted in writing to:

Bekka Korosec  
KCTCS Procurement to Payment Services  
300 North Main Street  
Versailles KY 40383  
859-256-3124 (Fax)  
[Bekka.korosec@kctcs.edu](mailto:Bekka.korosec@kctcs.edu)

Questions may be transmitted via email to [Bekka.korosec@kctcs.edu](mailto:Bekka.korosec@kctcs.edu), no later than August 11, 2017 @ 12:00pm (noon) EST. **Questions will not be answered via the phone.**

**30. TERM OF CONTRACT**

The contract resulting from this solicitation shall be for a period of one year (1) with the possibility of annual renewals for future periods. Renewal is not guaranteed, but may be executed by mutual agreement.

**31. EFFECTIVE DATE**

The effective date of any contract(s) derived from this RFP shall be determined subsequently after review of submitted proposals to this RFP.

**32. TERMINATION OF CONTRACT**

The contract resulting from this RFP shall be subject to the following termination provisions:

- for default
- non performance
- for Offeror bankruptcy
- for unavailability of funds
- otherwise as specifically provided by the contract

**33. METHOD OF AWARD**

KCTCS may award a contract to that responsive and responsible Offeror whose proposal, conforming to this solicitation, will be the most advantageous to KCTCS based on the criteria as shown in the Evaluation of Proposal section. Final determination shall be the responsibility of KCTCS. Only those proposals received which reflect a comprehensive appreciation of the requested services to KCTCS and offer a realistic solution which will benefit KCTCS will be considered for award of a contract. An award of a contract shall be made by KCTCS to the Proposer who offers the best proposal and with whom negotiations result in a contract package of greatest benefit to KCTCS based upon evaluation methods contained herein.

**34. EVALUATION OF PROPOSALS**

Contract award will be made by the office of KCTCS Procurement to Payment Services after evaluation by the committee selected solely for this purpose. Please prepare your offer addressing each of the criteria listed in order of relative importance. Number the sections of your response to relate to these criteria. Proposals will be evaluated using a predetermined method to ascertain which proposer best meets the needs of KCTCS. The evaluation will be based on:

1. The Offeror's menu and variety of selection.
2. The Offeror's experience and expertise in similar such programs.
3. References

**35. REJECTION OF PROPOSALS**

KCTCS reserves the right to reject any and all proposals and to waive technicalities and minor irregularities in proposals for good cause. Grounds for the rejection of a proposal include, but shall not be limited to:

- Failure of a proposal to conform to the essential requirements of the solicitation.
- A proposal imposing conditions, which would modify the terms and conditions of the solicitation, or limit the Offeror's liability to KCTCS on the contract awarded on the basis of such solicitation.
- Failure of the Offeror to sign the required documents.
- Any proposal determined by KCTCS to be unreasonable as to price.
- Proposals received that are determined to be from Offerors who are not qualified.

Technicalities or minor irregularities in a Offeror's proposal may be waived, when KCTCS determines that it will be in their best interest to do so, are mere matters of form not affecting the material substance of a proposal or some immaterial deviation from or variation in the precise requirements of this RFP and having no or a trivial or negligible effect on price, quality, quantity or delivery of supplies or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other Offerors. KCTCS may either give an Offeror an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its proposal, or waive such deficiency where it is advantageous to KCTCS to do so.

**36. PERSONAL INFORMATION SECURITY**

To the extent Offeror 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"), Offeror 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 Offeror or its agents or subcontractors 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 Offeror 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 Offeror; and (vi) at KCTCS' discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

**37. SECURITY OF INFORMATION**

The offeror 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 Request for Proposal to any person or any public or private organization without prior approval of KCTCS.

**38. GOVERNING LAW**

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

**39. AUTHORIZATION TO DO BUSINESS IN KENTUCKY**

The Offeror 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 Offeror 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.

**40. KENTUCKY RECIPROCAL PREFERENCE LAWS**

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

**41. INTELLECTUAL PROPERTY**

The Offeror 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 Offeror 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.

**42. INDEMNITY**

The Offeror shall hold harmless and indemnify KCTCS against all claims, suits, actions, costs, counsel fees, expenses, damages, and judgment in decrees by reason of persons or property being damaged or injured by the Offeror during the term of the contract, whether by negligence or otherwise.

**43. 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 submission 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.



**EXHIBIT A**

**ASHLAND COMMUNITY & TECHNICAL COLLEGE  
GRILL SERVICES  
SUGGESTED MENU ITEMS  
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 – will negotiate

Closed on weekends

**Breakfasts:**

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

**Summer: To Be Determined**

**Substitute W-9 Form**

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

**Substitute W-9 Form**
**Substitute W-9**  
 Revised 12/6/13

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

College:	System Office - Procure to Pay		
College Contact:	Bekka Korosec	College Contact Email:	bekka.korosec@kctcs.edu
College Contact Ph:	(859) 256-3391	College Contact Fax:	(859) 256-3124

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,     Visa     MC     Other : \_\_\_\_\_

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"/> Check if remit address is same as PO address	
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 LEGIBLY -- 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.

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PRINTED NAME Authorized Signature Date