



# REQUEST FOR PROPOSAL

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

<b>PROPOSAL NO:</b> RFP-0193	
<b>Issue Date:</b>	<b>June 8, 2018</b>
<b>Procurement Analyst:</b>	Sharon Bullard
<b>Email:</b>	sharon.bullard@kctcs.edu
<b>Schedule Name:</b>	Cafe Services

<b>RETURN ORIGINAL COPY OF PROPOSAL TO:</b>
<b>KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM PROCUREMENT TO PAYMENT SERVICES 300 NORTH MAIN STREET VERSAILLES, KY 40383-1245</b>

## IMPORTANT: PROPOSALS MUST BE RECEIVED BY: July 2, 2018 4:00 PM Eastern Time

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 procurement 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.

**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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Email

**Proposals transmitted via facsimile will not be accepted**

## 1. Statement of Intent and Purpose

The Kentucky Community and Technical College System (KCTCS) is issuing this Request for Proposal to invite qualified and responsible firms to provide a variety of quality food options to Maysville Kentucky Community & Technical College (MCTC) in such a manner that meets the needs of the student, faculty and staff population. This includes the operation and management of food services at the Maysville Kentucky Community & Technical College – Main Campus. **These services are required to begin after an award of a contract.**

## 2. Background

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 96,000 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).

Maysville Kentucky Community & Technical College (MCTC) is a two year college that has been serving the region since 1972. As part of the Kentucky Community College System, Maysville Kentucky Community & Technical College (MCTC) provides education and training close to where people live and work. For additional information about Maysville Kentucky Community & Technical College (MCTC) visit <http://Maysville.kctcs.edu/>.

## 3. Terms and Conditions

### A. Schedule of Events

ISSUE DATE:	June 8, 2018
MANDATORY SITE VISIT:	June 12 <sup>th</sup> , June 13 <sup>th</sup> or June 19 <sup>th</sup> (call to schedule)
DEADLINE FOR WRITTEN QUESTIONS:	June 22, 2018 @ 4:00 pm EST
RFP DUE DATE:	July 2, 2018 @ 4:00 pm EST
OFFEROR PRESENTATIONS	*TO BE DETERMINED IF REQUIRED

### B. Mandatory Site Visit

**Offerors are required to make an appointment to visit the Maysville Kentucky Community & Technical College (MCTC), 1755 W HWY 68, Maysville KY 41056 site prior to submitting an Offer to inspect the conditions. To schedule your site visit, contact Barbara Campbell before the question deadline:**

**Barbara Campbell (Barbara.campbell@kctcs.edu)**  
**Phone (606) 759-7141 ext 66103**

### C. Questions

All questions are to be submitted via email to Sharon Bullard, [sharon.bullard@kctcs.edu](mailto:sharon.bullard@kctcs.edu). Any verbal discussions outside of written questions will not be acknowledged. KCTCS will not be responsible for additional charges for conditions at the sites that could have been foreseen during the mandatory site visit. All questions that may arise from the mandatory site visit must be presented in writing via fax to 859-256-3124 or email to Sharon Bullard, [sharon.bullard@kctcs.edu](mailto:sharon.bullard@kctcs.edu). **Questions will not be accepted via phone. The deadline for questions is June 22, 2018 @ 4pm est.**

#### **4. Oral Presentations**

Offerors submitting the best and most responsive proposals may be asked to attend oral interview/presentation sessions. If an oral interview session is scheduled, it will be held at the Maysville Kentucky Community & Technical College (MCTC). 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.

#### **5. 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. Sealed proposals must be received in the office of Procurement to Payment Services, Kentucky Community and Technical College System, 300 North Main Street, Versailles, Kentucky 40383, No later than July 2, 2018, 4:00pm est. Each proposal will be stamped with the time and date of receipt. Any proposal received after 4:00PM 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.

#### **6. Resulting Contract Period**

This Request for Proposal may result in the award of multiple contracts. The resulting contract period will be for one (1) year from the date of award with the option to extend the contract for (4) four, one-year future periods upon mutual agreement of the parties involved. The resulting contract between KCTCS and the Offeror shall consist of (1) the Request for Proposal (RFP) and any addenda thereto, and (2) 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.

#### **7. 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.

#### **8. Addenda/Explanations**

- A. 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 shall be based on the data contained in this RFP. If KCTCS decides to distribute additional information, it will be distributed to all offerors who received the initial RFP or who have subsequently requested one. Receipt of an amendment to the solicitation by an offeror must be acknowledged by signing and returning the amendment or by letter. Such acknowledgement must be received prior to the hour and date specified for receipt of offers.
- B. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, specifications, etc., must be requested in writing or may be requested at the pre-proposal conference, 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. 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.

In the event any item, requirement, term or condition of this RFP 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 fax/email to:

Sharon Bullard (sharon.bullard@kctcs.edu)  
KCTCS Procurement to Payment Services  
Fax: 859-256-3124

All questions are due in writing via fax or email no later than 4:00 PM EST June 22, 2018. **Questions will not be answered by phone.**

- C. Any "addenda" issued by KCTCS Procurement prior to the time for receiving proposals shall be covered in the proposal and in any subsequent contract. Such "addenda" shall be acknowledged in the proposal. No interpretation or change in this Request for Proposal shall be binding except when such change is duly issued by Addendum to RFP by KCTCS Procurement.

## **9. Method of Award**

KCTCS may award one or multiple contracts to the responsive and responsible Offerors 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 that will benefit KCTCS will be considered for award of a contract. An award of a contract shall be made by KCTCS to the Offeror 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.

## **10. Rejection of Proposals**

- A. 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:
1. Failure of a proposal to conform to the essential requirements of the solicitation.
  2. A proposal imposing conditions that 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.
  3. Failure of the Offeror to sign the required documents.
  4. Any proposal determined by KCTCS to be unreasonable as to price.
  5. Proposals received that are determined to be from Offerors who are not qualified.
- B. Technicalities or minor irregularities in an 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.

## **11. 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.

## **12. Governing Law**

Resulting 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.

**13. 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.

**14. Kentucky Reciprocal Preference Laws**

In accordance with KRS 45A.490 to 45A.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 (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.

**15. General Terms And Conditions for Solicitations And Contracts**

The KCTCS General Conditions and Instructions for Solicitations and Contracts, hereby incorporated by reference, shall be an integral part of this solicitation and resulting contract. The KCTCS General Terms and Conditions for Solicitations and Contracts are not repeated in each Solicitation. Therefore, it is the bidder's responsibility to access and read these KCTCS General Conditions and Instructions for Solicitations and Contracts at <http://www.kctcs.edu> or request a copy by contacting KCTCS Procurement to Payment Services, [sharon.bullard@kctcs.edu](mailto:sharon.bullard@kctcs.edu). By submitting a proposal to KCTCS an offeror agrees to these conditions.

**16. Preparation of Proposals**

- A. 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. Costs of developing proposals are solely the responsibility of the offeror. KCTCS will provide no reimbursement for such costs.
- B. Offeror will furnish the information required by this RFP. The Offeror will sign the RFP cover page and print or type name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. 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.
- C. The proposal shall be prepared simply and economically, providing a straightforward concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis shall be on completeness and clarity of content. Each copy of the proposal shall be bound in single volume where practical. All documentation submitted with the proposal shall be bound in the single volume except as otherwise specified.
- D. Any proposal containing terms and conditions not in conformity with the statutes of the Commonwealth of Kentucky will be rejected.

**17. Offeror Qualifications**

- A. 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 in the Commonwealth of Kentucky and have sufficient experience, financial and human resources to provide the services specified in this proposal. Firms must be able to demonstrate the ability to provide

full services for an organization comparable in size to Maysville Kentucky Community & Technical College (MCTC).

- B. The Offeror must submit with the proposal, references of successful programs it has previously implemented at other institutions. Offeror's proposal shall include no less than three (3) client references located within Kentucky 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 institution/business served, and other pertinent information that would aid in the determination of an experienced Offeror. KCTCS reserves the right to request additional information to determine the responsibility of the apparent successful Offeror relative to its ability to comply with the terms and conditions of this Request for Proposal.
- C. Franchise Owners must provide written approval from their corporate office before a contract can be awarded.

## **18. Evaluation of Proposals**

Contract award will be made by KCTCS Procurement to Payment Services after evaluation by a Maysville Kentucky Community & Technical College (MCTC) committee selected solely for this purpose. Proposals shall be prepared addressing each of the criteria listed below. Proposals will be evaluated using a predetermined method to ascertain which offer best meets the criteria and the needs of KCTCS.

- A. The proposal's quality and responsiveness in clearly stating the understanding of the service to be provided.
- B. Franchise Owners are required to provide written approval from their corporate office before a contract can be awarded.
- C. The proposer's experience and expertise in successfully providing food and beverage services.
  - 1. Amount of documented experience in providing food and beverage services with references that can be contacted
  - 2. Sales reporting process and frequency.
  - 3. Ability to provide quality products at selling prices comparable to the surrounding area. Provide sample menus and pricing.
  - 4. Variety of selections on menu, including healthy choices, and frequency of menu changes.
  - 5. Describe product acquisition, delivery and the storage of adequate product inventory.
  - 6. Ability to provide cold food vending in food service areas.
  - 7. Hours and variance of operations
  - 8. Plans for marketing and promotion
  - 9. Plans for sustainability in operations and use of resources.
- D. Staffing
  - 1. Number, training and experience of employees for food and beverage operations
  - 2. Professional appearance of employees
  - 3. Ability/plan to hire Maysville Community & Technical College (MCTC) student employees.
  - 4. Explain supervision and training program for employees.
  - 5. Explain the provision of fill-in staff for absences.
- E. Enhancements for service areas, including signage
- F. Plans for marketing and promotion.
- G. Customer Satisfaction Operating Standards
- H. Proven results and demonstrated responsiveness to client needs
- I. The firm's size, structure & financial stability

## 19. PUBLIC INFORMATION

KCTCS is a governmental entity subject to disclosure obligations under KRS 61.870 through 61.884 or successor legislation. Information clearly marked "confidential" under this agreement shall be treated as information identified by the offeror as confidential, trade secret, commercially sensitive information and shall not be disclosed except as provided by law.

## 20. SERVICES

### A. **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 Maysville Kentucky Community & Technical College (MCTC)'s Business Office to insure that services rendered are performed and acceptable. Major deviations of services performed will not be made without the written approval of the Maysville Kentucky Community & Technical College (MCTC) Business Office and KCTCS Procurement to Payment Services. Problems that may arise shall be resolved between the offeror and the Maysville Kentucky Community & Technical College (MCTC) Business Office representative. If problems and/or disagreements cannot be resolved, either party shall communicate with the Procurement Manager or Director of Procurement to Payment Services for settlement. The final authority and responsibility for judging performance rests with the Maysville Kentucky Community & Technical College (MCTC) Business Office. 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.

### B. **Selling Prices**

The selling prices to the consumer will be listed in the Offeror's proposal and must be held firm for the first six months of the contract. Prices are subject to revision only on January 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 Maysville Kentucky Community & Technical College (MCTC) Business Office 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.

### C. **Occupancy and Maintenance of Property**

The offeror will maintain, in good repair and appearance, all contractually related or assigned equipment or space owned by KCTCS. Changes or modifications (unless specified in the contract) to the KCTCS owned space, property, fixtures, fixed equipment or utilities may not be made without written authorization of the Maysville Kentucky Community & Technical College (MCTC) Business Office. KCTCS will be responsible for the design of the locations where equipment will be installed. **The successful offeror will provide soap, soap dispensers, towels and towel dispensers at Offeror's expense.**

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 and immediately after operational hours, including but not limited to floors, tables, chairs, counters. The successful offeror will be responsible for cleaning assigned kitchen and serving areas.

Space may be shared if multiple contracts are awarded.

### D. **Utilities**

Utilities (heat, water and electricity) and outlets required will be furnished by Maysville Community & Technical College (MCTC). Final connections are to be made by the offeror. The offeror will be required to meet any energy conservation policies of KCTCS and should be mindful of Sustainability practices.

**E. Parking**

Vehicles servicing the facility must observe all traffic and parking regulations. Service vehicles must use loading and unloading zones and will not block drives and fire lanes at any time. Service vehicles must be moved from loading zones immediately after loading or unloading.

**F. Insurance**

Prior to the beginning of the contract, the offeror will furnish to KCTCS Procurement to Payment Services 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 KCTCS Procurement to Payment Services. Modification of this requirement must be requested in writing with supporting statements, prior to the time of the Request for Proposal closing date.

**G. Damage**

KCTCS will not be responsible for damage or loss to the offeror's equipment or inventory due to vandalism, robbery, or any other action or cause. The offeror also is responsible for all losses due to misappropriation of sales receipts. KCTCS will cooperate to the extent it deems feasible in guarding against such occurrences.

**H. Taxes and License Fees**

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

**I. Accounting**

Receipts for food operations will be taken to the offeror's place of business and records maintained corresponding with product inventories and sales. A breakdown will be furnished to the Maysville Community & Technical College (MCTC) Business Office, showing the gross receipts from each food and beverage operation and the grand total for the campus operations.



**J. Accounting Records**

The offeror is required to maintain accounting records and other documents pertaining to the contract operation and will make the records available to KCTCS at all reasonable times during the contract period; and for three (3) full years from the date of the contract end date. . KCTCS anticipates making an audit of these records. All records of product sales, equipment maintenance and sanitation are to be made available for inspection upon request by the Maysville Community & Technical College (MCTC) Business Office.

**K. Contract Modifications**

Approved products, products sizes, selling prices, selling locations, or methods of operation may not be changed without written authorization from Maysville Community & Technical College (MCTC). Any contract modification must be within the framework of the awarded contract.

**L. Subcontracting**

No part of the operation may be subcontracted without prior approval of the Maysville Community & Technical College (MCTC) Business Office and KCTCS Procurement to Payment Services, or unless approved prior to the award of the contract.

**M. Contract Assignment**

The offeror 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 Maysville Community & Technical College (MCTC) Business Office and KCTCS Procurement to Payment Services. In the event of a change in company ownership, KCTCS reserves the right to re-advertise the contract.

**N. Cancellation or Termination of Contract**

1. 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 upon receipt of written notice from the Purchasing Division. 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 College.
2. A written notice will be given to the offeror at least thirty (30) days prior to the proposed termination date.
3. The offeror may cancel this contract for a properly documented and justifiable reason with sixty (60) days written notice to the Chief Business Operations Officer of Maysville Community & Technical College and the KCTCS Procurement to Payment Division. Approval must be received in writing at which time the offeror must remove all equipment and inventory belonging to offeror.

**O. Products to Be Sold**

A complete list of products offered and suggested pricing shall be included with proposal. Maysville Community & Technical College (MCTC) reserves the right to specify acceptable brands. Products sold must not compete with the current vending machine services.

Products must meet all standards of the Food and Drug Administration and of the State Bureau for Health Services for handling, transporting, selling and storage. All food items must be fresh and will prominently display fresh food dating where applicable. Food items with expired dates will be removed. A

representative of KCTCS or Maysville Community & Technical College (MCTC) may inspect the successful offeror's commissaries at any time.

It will be the responsibility of the successful offeror to provide a variety of food and beverages that are properly prepared and attractively served. Easy to read menus with prices and items available should be provided. The successful offeror is to submit a sample menu, including portion sizes and prices as part of the bid.

#### Performance

Quality must be comparable or exceed local fast food chains

Must have industry acceptable food handling procedures in place

Operation must be a customer focus:

This would include menu and satisfaction surveys along with routine campus promotions

#### Hours

The College would hope for hours that would at least cover 7:30 a.m. to 1:30 p.m.

Monday –Thursday

### **P. Sanitation**

All equipment must, at all times, meet Board of Health requirements; and be maintained, sanitized, and operated in compliance with all Federal, State, and Local ordinances, regulations, and codes, as applicable. All Health department inspections/requirements and other standard inspections/requirements are the responsibility of the offeror.

### **Q. Personnel**

Personnel will be dressed in clean uniforms and will observe all regulations in effect at the College. The College will be provided with the names, addresses and telephone numbers of all personnel. Service personnel must submit to a background check and be eligible to work on the college campus as determined by the college HR department.

The successful offeror will employ a sufficient number of employees for effective service to the customers and to keep the serving and dining areas clean. Plans for covering employee absences should be included in proposal. An offeror representative will meet regularly with the Maysville Community & Technical College (MCTC) Business Office to discuss operations and issues.

### **R. Sustainability**

Every effort should be made to support Sustainability by the use of recyclable products, local purchasing, etc

## **21. Advertisement:**

Advertising & signage is encouraged but will require advanced approval by Maysville Kentucky Community & Technical College (MCTC).

## **22. Food Service Equipment Requirements**

### **A. Equipment Requirements**

The food and beverage equipment will be located in designated areas at the facility. The equipment proposed must be sized to fit in these areas. Each site should be inspected by prospective offerors to

evaluate. Current equipment is available for the use of vendors. Maintenance and repair of each is at the responsibility of the vendor, if proven to be negligence of vendor use.

## **B. Equipment Specifications**

At the beginning of the contract period, the successful offeror and a designated representative of Maysville Community & Technical College (MCTC) will inventory existing equipment and furniture. Repair of Maysville Kentucky Community & Technical College (MCTC)'s equipment will be the responsibility of the College, unless proven to be negligence of vendor use. Additional equipment required by the successful offeror will be provided by the successful offeror and must be approved by the College. All equipment must be UL and NSF approved and must meet all state food service standards. It will be the responsibility of Maysville Community & Technical College (MCTC) to provide the electrical and plumbing requirements that will enable the successful offeror to install the 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 Maysville Community & Technical College (MCTC) and KCTCS. Any expenditure to obtain compliance or remain in compliance will be borne by the offeror. The use of energy efficient equipment is preferred in order to support the sustainability efforts of the College.

Condiment and eating utensil stands will be provided by the offeror. Microwaves for product heating will be supplied, cleaned and maintained by the successful offeror.

If offer includes cold food vending, the equipment must be new or refurbished (like new) with current production models of uniform height and harmonious color designed to blend with the decor of the building. The cold food equipment will be located in food service areas in each building and will not compete with the existing vending program. The machines proposed must be sized to fit in these areas, and able to satisfy customer demand. Offerors shall prepare their proposals with a complete description of the machines, and the types/prices of products offered. Food machines must be capable of accepting any current combination of bills and coins; upgradable for new denominations; capable of accepting debit/credit cards; equipped with Surevend or similar technology; possess efficient lighting and electrical systems; equipped with coin changers; include tamper-proof meters for recording of accumulative total number of sales; and operate on AC 110-115 volts.

## **C. Equipment Changes**

Equipment changes may be made by the Offeror with the approval of the Maysville Community & Technical College (MCTC) Business Office. These additions, deletions, or changes are to be made in order to ensure proper coverage of all items that the business volume makes economically advisable.

## **D. Service of Equipment**

All equipment and machines will be installed on a full service basis and will be serviced as often as required to keep them presentable and operating satisfactorily as judged by the Maysville Community & Technical College (MCTC) Business Office. A service schedule for any cold food machines will be submitted to the Maysville Community & Technical College (MCTC) Business Office. Qualified service personnel will be on call all five (5) week days with service available within one (1) hour of advice of need. A printed notice will be affixed to each machine advising contact point and method to secure this service. Any cold food machine which will be out of service due to lack of replacement parts will be tagged (stating the approximate downtime) by the service representative at the time of the initial call. Any machines that will be out of service for five (5) business days will be replaced with a suitable substitute machine. A decal with the service name and telephone number will be affixed in a conspicuous place on machines in each location. The successful offeror must replace any machine that breaks down with frequency well above normal commercial expectation. All machines will be kept free from dirt, accumulated dust, kick marks, scratches, and spillage; paint will be touched up as needed.

**E. Ownership of Equipment**

The offeror will retain all material and/or equipment purchased by offeror that is not permanently attached to any wall or ceiling. 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. The offeror will retain all remaining material and/or equipment with no cost to KCTCS.

Offeror will assume the responsibility that all equipment in the food service areas 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 food service areas and equipment in compliance with all such codes as they may change during the term of the contract. Any expenditure to obtain/remain in compliance will be borne by the offeror. 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 Maysville Community & Technical College (MCTC) may be seen during the mandatory site visit.

**23. Refunds**

Refunds are the responsibility of the successful offeror, and a system of immediate money refund, acceptable to KCTCS, will be in operation by the offeror during operating hours.

**24. Contract Limits**

KCTCS will limit operation of the food and beverage services to the successful offeror, with the exception of current snack/beverage vending provided by Morehead State University. Maysville Community & Technical College (MCTC) reserves the right to utilize other catering/food companies for meetings and events.

**25. Hours of Operation**

Specific hours and/or additional days and hours will be agreed upon by Maysville Community & Technical College (MCTC) and offeror prior to the beginning of operation and may be adjusted during the contract period by mutual agreement. Any change to hours of operation must be approved in writing by the Maysville Community & Technical College (MCTC) Business Office.

The facility must be open to serve breakfast and lunch during the Fall (mid-August to mid-December) and Spring (early-January to mid-May) terms. During summer months and when classes are not in session and during the term (holidays and other non-class days), it is hopeful that sufficient faculty and staff participation would allow the food service to remain open even if on a limited or reduced basis.

**26. Suggested Menu and Selling Prices**

Offerors shall provide suggested menu(s) and pricing as part of the proposal for Maysville Kentucky Community & Technical College (MCTC).

Quality of Made – to – Order 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 be utility Chuck Grade with not more than 22% fat.	USDA Choice except for ground beef, which may

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

## 27. 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 Accessible 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.

## 28. Kentucky Sales and Use Tax Permit

A completed Kentucky Sales and Use Tax Permit must be submitted with proposals. Proposals received without a Kentucky Sales and Use Tax Permit may be rejected.

## Offeror Submission Checklist

Offerors are strongly encouraged to complete this checklist prior to submitting their proposal to ensure their proposal contains all required information and documents. Failure to include items included in this checklist may result in the disqualification of a proposal and ineligibility for contract award. It is the responsibility of the Offeror to ensure all mandatory documents or information not included on this Checklist, but requested in the RFP, are submitted with the proposal. Please check off the items included in the proposal package.

- The proposal includes authorized signature
- Proposal accurately addressed
- Contains the required number of hard and electronic copies
- Franchise documentation (if applicable)
- Kentucky Secretary of State registration documentation
- Certificate of Insurance

### **Substitute W-9 Form**

A completed, signed KCTCS Substitute W-9 form must be submitted with proposal submitted. Bids received without a completed Sub W-9 form may be rejected. A form is 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:	Sharon Bullard	College Contact Email:	sharon.bullard@kctcs.edu
College Contact Ph:	(859) 256-3225	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) |
| <input type="checkbox"/> 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:	
E-mail address -- Please print <i>LEGIBLY</i> -- Required for electronic notification of payment to your bank account.	
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