



REQUEST FOR PROPOSAL

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

RFP NO.: RFP-0215	RETURN ORIGINAL COPY OF RFP TO:
Issue Date: 5/13/2019	KCTCS / PROCUREMENT TO PAYMENT DEPT
Method of Award: Best Value	ATTN: RFP-0215
Procurement Analyst: Vickie Dillon	300 NORTH MAIN STREET
Email: Vickie.Dillon@kctcs.edu	VERSAILLES, KY 40383

Schedule Name: Catering Services

IMPORTANT: PROPOSALS MUST BE RECEIVED BY 6/11/2019 by 4:00 PM Eastern Daylight 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 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.

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

The contractor 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 contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The contractor, 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. All RFPs 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 Procurement to Payment Services.

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

Fax Number

1. Introduction

1.1. Purpose of Procurement

The Office of Procurement to Payment Services issues this Request for Proposal to establish a contract with one or more qualified Offerors who will provide catering services for external facility renters for the Kentucky Community & Technical College System (KCTCS), Gateway Community & Technical College (GCTC) located in Northern Kentucky.

1.2. Extension to Other Campuses & Institutions

The Offeror should be willing to extend the provision of services under the resulting contract to any other public institutions of higher education of the Commonwealth of Kentucky. Such extension will be under terms and conditions substantially the same as those in the resulting contract except that pricing will be negotiated based on then current rates for the specific level of services required.

1.3. Background

Gateway Community and Technical College (Gateway) is part of a statewide system comprised of 16 comprehensive two-year, public community and technical colleges, the Kentucky Community and Technical College System (KCTCS). Gateway provides high quality, affordable, accessible, and inclusive postsecondary education and training through certificate, diploma, associate degree and transfer programs; developmental, adult, and continuing education; workforce and customized training; and support services for the enhancement of student learning and success. Gateway serves the northern area of Kentucky that borders both Indiana and Ohio and is an integral part of the Cincinnati Consolidated Metropolitan Statistical Area, a metropolitan area of two million people.

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.gateway.kctcs.edu

1.4. Overview of the Request for Proposal Process

The objective of the Request for Proposal is to select one or more qualified Offerors (as defined by Section 1.1 “Purpose of the Procurement”) to provide the goods and/or services outlined in this Request for Proposal to KCTCS. This Request for Proposal process will be conducted to gather and evaluate responses from Offerors for potential award. All qualified Offerors are invited to participate by submitting responses, as further defined below. After evaluating all Offerors’ responses received prior to the opening date of this Bid, the results of the RFP will be posted at the following link (under “Solicitation Results”):

https://systemoffice.kctcs.edu/vendor_information/opportunities_to_bid/index.aspx

Offerors should not assume personal notice will be given regarding the solicitation results.

1.5. Schedule of Events

The schedule of events set out herein represents KCTCS’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the opening date of the Request for Proposal will be publicly posted prior to the opening date of this Request for Proposal. After the opening of the Request for Proposal, KCTCS reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award and the contract term on an as needed basis with or without notice.

Offerors are encouraged to visit the specified GCTCs locations prior to submitting a proposal to inspect the conditions at the site. Any Offerors wishing to schedule a site visit must contact the KCTCS representative listed below. KCTCS will not be responsible for additional charges for conditions at the site that could have been foreseen during a site visit.

Description	Date	Time
Release of Request for Proposal	05/13/2019	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	05/29/2019	N/A
Site Visit Location: 500 Technology Way, Florence, KY 41042 Attendance is: Optional Site Visit Contact: Laken Wallingford, Event Services Manager Email: laken.wallingford@kctcs.edu Phone: 859-442-1625	5/21/2019 through 5/24/2019 at specific times. Please contact the site visit contact in advance to set up a date/time.	Specific times to be scheduled upon request
Bid Opening Date and Time	06/11/2019	4:00 p.m. ET
Bid Evaluation Completed (estimated)	1-2 Weeks after opening	N/A
Notice of Award (estimated)	3-4 Weeks after opening	N/A

1.6. Official Issuing Officer (Buyer)

Vickie Dillon
Vickie.Dillon@kctcs.edu

1.7. Contract Term

The initial term of the contract will be for one year from the execution date of the contract with four one (1) year renewal periods upon mutual agreement. Renewal will be accomplished through the issuance of a KCTCS Amendment. In the event that the contract resulting from the award of this Request for Proposal shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, KCTCS may, with the written consent of the awarded Offeror, extend the contract for such period of time as may be necessary to permit KCTCS's continued supply of the identified products and/or services. The contract may be amended in writing from time to time by mutual consent of the parties.

The resulting award of the contract does not guarantee volume or a commitment of funds.

1.8. Contract Termination

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

- for default
- for Offeror bankruptcy
- for unavailability of funds
- o KCTCS may terminate the contract at any time if KCTCS determines that funding is no longer available to support this enterprise.
 - mutual agreement
 - otherwise as specifically provided by the contract
 - non performance
 - o Failure to provide satisfactory quality of service, including, failure to maintain adequate personnel or personnel control, whether arising from labor or service disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of KCTCS is not in its best interest, or failure to comply with the terms of this contract.
 - o Failure to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.

2. Instructions to Offerors

By submitting a response to the Request for Proposal, the Offeror is acknowledging that the Offeror:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

2.1. General Information and Instructions

2.1.1. Restrictions on Communicating with Staff

From the issue date of this Request for Proposal until the final award is announced (or the Request for Proposal is officially cancelled), the Issuing Officer named herein, shall be the point of contact throughout the solicitation process. KCTCS reserves the right to reject the response of any Offeror violating this provision. This does not preclude Offerors who presently hold contracts with KCTCS from communicating with KCTCS individuals regarding existing contracts only, and/or to schedule a site visit.

2.1.2. Submitting Questions

Any explanation desired by an Offeror regarding the meaning or interpretation of the solicitation, specifications, etc., must be requested in writing to the Issuing Officer identified in Section 1.6. Questions will not be addressed via telephone. 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 with the Issuing Officer.

All Offerors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Offerors are cautioned that KCTCS may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section.

2.1.3. Attending Site Visit

The Offerors conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.5 "Schedule of Events". In the event the conference has been identified as mandatory, then a representative of the Offeror must attend the conference in its entirety to be considered eligible for contract award. The Offeror is strongly encouraged to allow ample travel time to ensure arrival to the location prior to the beginning of any mandatory conference. KCTCS reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all Offerors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.4. Oral Discussions

Potential Offerors should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential Offerors and any KCTCS employee are not binding on KCTCS.

2.1.5. Right to Request Additional Information

Prior to an award, KCTCS must be assured that the selected Offeror has all of the resources to successfully perform under the contract. This may include, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of KCTCS, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, KCTCS is unable to assure itself of the Offeror's ability to perform, if awarded, KCTCS has the option of requesting from the Offeror any information deemed necessary to determine the Offeror's responsibility. If such information is required, the Offeror will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

2.1.6. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the Request for Proposal will not be considered. Responses must be complete in all respects, as required in each section of this Request for Proposal.

2.1.7. Amend and/or Cancel the Request for Proposal

KCTCS reserves the right to amend this Request for Proposal prior to the opening date and time. Amendments will be made in writing and posted as one or more addenda to the KCTCS website. Each Offeror is individually responsible for reviewing addenda and any other posted documents and making any necessary or appropriate changes and/or additions to the Offeror's response. All Offerors are encouraged to frequently check the KCTCS website for additional information at the following link: https://systemoffice.kctcs.edu/vendor_information/opportunities_to_bid/index.aspx

KCTCS reserves the right to cancel this Request for Proposal at any time if it is in the best interest of KCTCS to do so.

2.1.8. Costs for Preparing Responses

Each response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process is the sole responsibility of the Offeror. KCTCS will not provide reimbursement for such costs.

2.1.9. ADA Guidelines

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.

2.2. Submittal Instructions

Listed below are key action items related to this RFP. The Schedule of Events in Section 1.5 identifies the dates and time for these key action items. This portion of the RFP provides instructions regarding the process for reviewing the RFP, preparing a response to the RFP and submitting a response to the RFP.

2.2.1. RFP Released

The release of this RFP is formally communicated through the posting of this RFP on the KCTCS website, which is accessible online as follows: https://systemoffice.kctcs.edu/vendor_information/opportunities_to_bid/index.aspx

2.2.2. RFP Review

The RFP consists of the following:

1. This document, and
2. Any and all documents provided by KCTCS as attachments to the RFP or links contained within the RFP or its attached documents.

Please carefully review all information contained in the RFP, including all documents available as attachments or available through links. Any difficulty accessing the RFP or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.6).

2.2.3. Submitting the Response

Sealed proposals will be received in the offices of the Procurement to Payment department at the following address:

Kentucky Community and Technical College System
Attn: **RFP-0215**
300 North Main Street
Versailles, Kentucky 40383

All proposals will be time stamped by the KCTCS Procurement to Payment department upon receipt. Proposals received after the due date and time will not be evaluated. In accordance with KRS 45A.085, there will be no public opening.

Proposals cannot be faxed or emailed.

2.2.4. "Hard Copy" and Electronic Copies Required

Offeror must provide the following number of copies:

- 2 hard copies, with one (1) marked "Original" with original signatures; and
- 5 CD-ROM/External (flash) drive copies. The electronic file must include all documents that are in the hard copy file.

2.2.5. Electronic Copies

1. Use caution in creating electronic files to be included on a CD/flash drive. If KCTCS is unable to open an electronic file due to a virus or because the file has become corrupted, the Offeror's response may be considered incomplete and disqualified from further consideration.

2. Use commonly accepted software programs to create electronic files. KCTCS has the capability of viewing documents submitted in the following format: Microsoft Word, Microsoft Excel, portable document format file (PDF). In the event KCTCS is unable to open an electronic file because KCTCS does not have ready access to the software utilized by the Offeror, the Offeror's response may be considered incomplete and disqualified from further consideration.

3. General Business Requirements

This section contains general business requirements. By submitting a response, the Offeror is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Offeror's submitted pricing.

3.1. Authorization to do Business in Kentucky

The successful 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.

3.2. 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 sub Offerors 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.

3.3. Access to Records

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

3.4. 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.

3.5. 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.

3.6. Standard Insurance and Bonding Requirements

Prior to the beginning of the contract, the Offeror will furnish to the Procurement to Payment Department 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 bid submission.

4. Request for Proposal Factors

This section contains the scope, requirements and related services for this RFP. All of the items described in this section are service levels and/or terms and conditions that the KCTCS expects to be satisfied by the selected Offeror. Each Offeror must indicate its willingness and ability to satisfy these requirements in the Offeror's submitted response.

4.1. Statement of Intent and Purpose

Gateway Community and Technical College, in an effort to leverage current facilities for external rental, would like to establish a Preferred Vendor list specifically for local caterers. Below is a summary of what Gateway hopes to accomplish with this Preferred Vendor Agreement process.

- A preferred vendor agreement is a contract between a vendor and an organization that clearly lays out the terms of their business relationship.
- For Gateway's purposes, the preferred vendor list will be a list of caterers approved to operate on Gateway campuses as part of a facilities rental contract.
 - Gateway's event staff would refer ONLY preferred vendors to all clients renting space in exchange for a usage fee percentage agreed upon by Gateway & the caterer
- Gateway seeks to establish preferred vendor agreements with local caterers to make its space rental more attractive to external organizations.
- To be added to Gateway's preferred vendor list, the vendor must be willing to pay Gateway an agreed-upon usage fee for referring business to said vendor.
- The external client interested in renting Gateway space would pay the vendor directly.
- The preferred vendor list would include catering companies who meet the following criteria:
 - Local (located within the Greater Cincinnati/Northern Kentucky region)
 - Competitive rates
 - Offer a variety of meal options and services
 - Has the capability to prepare food & drink prior to arriving to campus for contracted event/meeting

Gateway has 4 different campuses, as listed:

- Boone Campus (500 Technology Way, Florence, KY)
- Edgewood Campus (790 Thomas More Parkway, Edgewood, KY)
- Transportation Technology Center (1051 Dudley Road, Fort Wright, KY)

- Center for Technology, Innovation & Enterprise or TIE (516 Madison Ave., Covington, KY)

A majority of external events take place in the Convening Center located at the Boone Campus. This is the largest event space Gateway currently has and can hold up to 241 guests. We also have an event space in our TIE building in Covington, which is known as the Gallery. This space can hold up to 100 guests. Edgewood Campus & the Transportation Technology Center are not currently used frequently for external events as they do not have event spaces that hold large amounts of guests.

The majority of external events that are currently being held on Gateway's campuses are:

- Team building sessions
- Training sessions
- Meetings out of the office
- High school/middle school/elementary school events
- Nonprofit trainings/meetings

Gateway's standard operating hours are as listed:

- Monday-Thursday 7 AM-10 PM
- Friday 7 AM-9 AM at Boone campus & 7 AM-5 PM at Edgewood & Urban campuses
- Boone campus is also open on Saturdays from 7 AM-12:30 PM
- The college is closed on Sundays, holidays & between Christmas & New Years

4.2. Caterer Guidelines

General Guidelines

- The Approved Caterer shall provide Gateway Community & Technical College with appropriate brochures specific to the Approved Caterer's operation, for distribution to the prospective clients.
- The Approved Caterer agrees to not permit gambling or games of chance or schemes of chance upon the premises, not install, operate, or permit to be operated or installed any gambling device, or permit or conduct any activities upon the premises that are illegal or contrary to good morals.
- Approved Caterers shall not offer or provide any alcoholic beverages to clients at any Gateway campuses without prior approval from Event Services Manager.
- The Approved Caterer shall be responsible for the cleanup of any area utilized by said caterer for an event. Gateway will pay for the utility costs for gas, electric, water, sewer, recycling and trash removal from an adjacent bulk location.
- On-site delivery: All equipment and supplies must be removed from the site after each event.
- Approved Caterer agrees to assume financial responsibility to any damages done to the facilities caused by their actions
- Approved Caterer must abide by & follow all of Gateway's policies & procedures (<https://gateway.kctcs.edu/about/privacy-terms/anti-harassment-discrimination-policy.aspx>)

4.3 Offeror Minimum Requirements

GCTC shall receive in exchange for the operation of a catering event within a GCTC facility a usage fee (percentage) of the gross food & beverage sales, not including sales tax for any catered event (including drop-off services). Usage fee to be included in caterer's proposal. Said payment and an accurate copy of a detailed receipt of transaction shall be delivered to Gateway contact within one week after the event. Approved caterers shall not list on their website, rules and regulations, or customer's invoice that there is an additional surcharge/usage fee for catering.

4.4. Offeror Qualifications

- RFP responses shall describe previous food service experience of the owner and key staff. Provide web links to any relevant media (traditional or social) about the owners or their businesses (optional).
- Respondent shall certify that they have no outstanding code or other regulatory violations. The respondent must state whether they have been cited for illegal catering activities in the last five years. If so, a written explanation of the charges and outcome must be included.
- Please provide information regarding past, present and potential clients or business relationships with other parties that either do pose or could pose a conflict of interest if the respondent were selected.

4.5. Accompanying Documentation

Offeror shall include with their proposal all accompanying documentation, forms, etc. in which the Offeror would propose KCTCS to complete, agree, or sign in the event a contract is awarded from this solicitation to the Offeror. This includes enrollment documentation, authentication forms, etc.

KCTCS reserves the right to reject any proposal based on this documentation, in the event it directly conflicts or is non-conforming with the laws of the Commonwealth of Kentucky and KCTCS Policies and Business Procedures.

5. Award

5.1 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.

5.2. Selection

KCTCS reserves the right to select one or multiple Offerors for award.

KCTCS reserves the right to: (a) reject any and all responses, in whole or in part; (b) request clarifications from Offerors; and (c) take any other action as permitted by law.

5.3. Consideration

To be considered for award of a contract, the Offeror must be in good standing with KCTCS System Office regarding past performance. In order to be considered for an award, Offeror cannot have had a contract with KCTCS that was not renewed or terminated early (unless at the Offeror's request) for performance reasons within the previous twelve (12) months (from the opening date on this RFP event).

5.4. Kentucky Reciprocal Preference Laws

In accordance with KRS 45A.490 to 45A.494, Kentucky Resident Bidder Status, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating 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 no 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 (Resident Bidder Claim Form,) with supporting documentation affirming that it meets the criteria as set for in the above referenced statute. Further, in accordance with KRS 45A.465 and 45A.470, any bidder wishing to claim qualified bidder status must complete and include an Affidavit for Qualified Bidder Status with their response. In evaluating responses, KCTCS will apply preference in accordance with KRS 45A.470. An Affidavit for Qualified Bidder Status forms is available from KCTCS Procurement to Payment, upon request.

5.5. Site Visits and Oral Presentations

KCTCS reserves the right to conduct site visits, request product/work samples, or to invite Offerors to present their product/service solution to the evaluation team.

5.6. Public Award Notice

The solicitation results will be posted at the link below. No Offeror should assume personal notice of the solicitation results will be provided by KCTCS.

https://systemoffice.kctcs.edu/vendor_information/opportunities_to_bid/index.aspx

6. Contract Terms and Conditions

The contract that KCTCS expects to award as a result of this Request for Proposal will be based upon the RFP document, the successful Offeror's final response as accepted by KCTCS and the contract terms and conditions, which terms and conditions can be downloaded from https://systemoffice.kctcs.edu/vendor_information/general_terms_and_conditions.aspx.

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. 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.

7. Evaluation Criteria

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. Food concept: distinctive, healthy, affordable, attractive
2. Operations: safe, clean, sustainable, attractive
3. Food Service: Prior experience with catering food service, references, etc.
4. Financial offer/proposed payment(s) to Gateway.
5. Offeror's dedication/commitment to be inclusive

8. List of Request for Proposal Attachments

The following documents make up this Request for Proposal.

- A. KCTCS Request for Proposal (this document)

Within ten (10) business days of award, the awarded Offeror(s) must procure the required insurance and provide KCTCS with a Certificate of Insurance as outlined in Section 3.6.