



REQUEST FOR PROPOSAL

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

RFP NO.:	RFP-0219	RETURN ORIGINAL COPY OF RFP TO:
Issue Date:	5/23/2019	KCTCS / PROCUREMENT TO PAYMENT DEPT
Method of Award:	Best Value	ATTN: RFP-0219
Procurement Analyst:	Tonya Peters	300 NORTH MAIN STREET
Email:	Tonya.Peters@kctcs.edu	VERSAILLES, KY 40383

Schedule Name: Vending and Cafeteria Services (Price Contract)

IMPORTANT: PROPOSALS MUST BE RECEIVED BY June 7, 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

Authorized Signature **Date**

Address

Typed or Printed Name

City, State, Zip

Title

Phone Number

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 qualified Offeror who will provide vending and cafeteria services (at all SCC locations) for the Kentucky Community & Technical College System (KCTCS), Somerset Community College (SCC) in such a manner that meets the needs of the student, faculty and staff population.

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

Somerset Community College (Somerset) 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). Somerset 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. For more information consult our website at www.Somerset.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 only one proposal 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 SCCs 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	05/23/2019	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	5/31/2019	12:00 PM EST (NOON)
Site Visit Location: 808 Monticello Street, Somerset KY Attendance is: Optional Site Visit Contact: Sherry Warren Email: sherry.warrent@kctcs.edu Phone: 606-875-8999	5/29/2019, Wednesday Please contact the site visit contact in advance for appointment.	2:00 PM EST
Bid Opening Date and Time	06/07/2019	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)

Tonya Peters
Tonya.Peters@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 Addendum. 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. 90-Day Probation

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

1.9. 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
 - 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
 - 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.
 - 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. Addendums 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.

2.1.10. 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.

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
Procurement to Payment Department
Attn: **RFP-0219**
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. Multiple Proposal Submissions

Unless otherwise specified, Offerors are to only submit one version of their response based on the criteria outlined within this RFP. Not complying to this requirement, will result in rejection of all Offeror submissions.

2.2.5. "Hard Copy" and Electronic Copies Required

Offeror must provide the following number of copies:

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

2.2.6. 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:

Request for Proposal RFP-0215

- 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

Somerset Community College would like to establish a contract with one qualified Offeror who will provide both vending and cafeteria services for the Kentucky Community & Technical College System (KCTCS), Somerset Community College (SCC) in such a manner that meets the needs of the student, faculty and staff population.

SCC campuses, as listed:

Somerset Campus North 808 Monticello St Somerset KY 42501	Somerset Campus South 230 Airport Rd Somerset KY 42501	Laurel South 235 S Laurel Rd London KY 40744	Laurel North 100 University Dr London KY 40741
Clinton Center 1273 KY Hwy 90 Albany KY 42602	McCreary Center 250 College St Whitley City KY 42653	Russell Springs Center 848 West Steve Wariner Dr Russell Springs KY 42642	

4.2 Products to Be Sold

A complete list of products offered and suggested pricing shall be included with proposal, including a list of all healthy food options proposed by the Offeror. Somerset Community College (SCC) 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 Somerset Community College (SCC) may inspect the successful offeror's commissaries at any time.

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

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

- Cold & hot beverage, including healthy choices
- Snack variety, including healthy choices (candy, chips, pastries, cereal bars, gum, etc.)
- Fresh food (sandwiches, fruit, salads, etc.)

Variety and pricing of vending products shall be consistent with the local market.

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

4.3 Vending – Drink, Snack Locations

LOCATION	Location Detail	Machine Type
Somerset Lineman	SCC/Lineman Building	Snack
Somerset Lineman	SCC/Lineman Building	Bottle Drink
Somerset	SCC/Blakley Building [Alton Blakley]	(2) Bottle Drink
Somerset	SCC/Blakley Building [Alton Blakley]	Snack
Somerset	SCC/Cooper Building	(2) Can Drink
Somerset	SCC/Cooper Building	Snack
Somerset	SCC/Library	(2) Bottle Drink
Somerset	SCC/Library	Snack
Somerset	SCC/Main Cafe. [Hal Rogers Café Breakroom]	Snack
Somerset	SCC/Main Cafe. [Hal Rogers Café Breakroom]	(3) Bottle Drink
Somerset	SCC/Main Cafe. [Hal Rogers Café Breakroom]	(2) Can Drink
Somerset	SCC/Main Cafe. [Hal Rogers Café Breakroom]	Food Machine
Somerset	SCC/Meece Building	Snack
Somerset	SCC/Meece Building	(2) Bottle Drink
Somerset	SCC/Somerset South Campus	Snack
Somerset	SCC/Somerset South Campus	(2) Bottle Drink
Somerset	SCC/South Campus #2 (Bldg #2)	Snack
Somerset	SCC/South Campus #2 (Bldg #2)	(2) Bottle Drink
Albany	SCC/Clinton Campus [Front entrance break room]	Bottle Drink
Albany	SCC/Clinton Campus [Front entrance break room_1]	Snack
Russell Springs	SCC/Russell Springs Campus	(3) Bottle Drink
Russell Springs	SCC/Russell Springs Campus	Snack
Laurel	SCC/Laurel Campus North #1	Bottle Drink
Laurel	SCC/Laurel Campus North #1	Can Drink
Laurel	SCC/Laurel Campus North #1	Snack
Laurel	SCC/Laurel Campus North #2	(2) Bottle Drink
Laurel	SCC/Laurel Campus North #2	Snack
Laurel	SCC/Laurel Campus North #3 2nd Fl	(2) Bottle Drink
Laurel	SCC/Laurel Campus North #3 2nd Fl	Snack
Laurel	SCC/Laurel S.Campus Hallway	Snack
Laurel	SCC/Laurel S.Campus Hallway	Can Drink
Laurel	SCC/Laurel S.Campus	(2) Bottle Drink
Laurel	SCC/Laurel S.Campus	(2) Can Drink
Laurel	SCC/Laurel S.Campus	Snack
McCreary	SCC/McCreary Campus	(2) Bottle Drink
McCreary	SCC/McCreary Campus [Building #1- adult education]	Snack
McCreary	SCC/McCreary Campus [Building #2]	Snack
McCreary	SCC/McCreary Campus [Building #2]	Bottle Drink

4.4 Suggested Menu and Selling Prices

Offerors shall provide suggested menu(s) and pricing as part of the proposal for Somerset Community College (SCC). Below is a list of suggested items to include in your menu selection:

Drink choices:

- Coffee
- Iced Tea
- Lemonade
- Juice

Food Choices:

Plate lunch – traditional meat and two sides for set price

Examples: Spaghetti and meat sauce and bread stick, BBQ pork, baked beans, scalloped potatoes, and Chicken baked, green beans, mashed potatoes

Al a cart Items:

- Hamburger
- Chili
- Soup – chicken or vegetable
- Potato fries/wedges
- Salad
- Wrap sandwiches
- Pizza
- Breadsticks and cheese
- Nacho chips and cheese
- Desert – cookies, brownies
- Quality of Made – to – Order Food

***Cafeteria supplier to provide the KCTCS Somerset Community College Holiday Luncheon, at supplier's acquisition cost. The estimation of around 300 attendees.**

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

Canned Fruits and Vegetables	Grade A Fancy
Poultry	USDA Grade A Stamped Required
Beef	USDA Choice except for ground beef, which may be utility Chuck Grade with not more than 22% fat.
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

4.5 Enrollment

Enrollment statistics:

2016	Spring 2016	Summer 2016	Fall 2016	2017	Spring 2017	Summer 2017	Fall 2017
Somerset North	1324	171	1425	Somerset North	1223	187	1427
Somerset South	534	69	539	Somerset South	418	60	427
Laurel North	790	66	1046	Laurel North	904	84	1153
Laurel South	619	28	175	Laurel South	159	9	152
McCreary	103	7	111	McCreary	85	1	88
Clinton	118	0	115	Clinton	79	8	89
Russell	172	0	152	Russell	77	0	95
Casey	85	0	82	Casey	29	0	31

4.6 Sales History

Previous gross sales for vending: (July 2017 – June 2018) \$ 68,800
Previous gross sales for grill: (July 2017 – June 2018) \$ 33,000

Somerset Campus' Somerset KY \$46,225	Laurel Campus' London KY \$16,838	Clinton Center Albany KY \$1522
McCreary Center Whitley City KY \$2557	Russell Springs Center Russell Springs KY \$1712	

4.7 Hours

The College would hope for hours that would at least cover 7:30 a.m. to 2:30 pm. All offerings must be available until 2:30 pm, including grilled items.

The facility must be open Monday - Thursday during the Fall (mid-August to mid-December) and Spring (early-January to mid-May) terms when classes are in session.

Holiday Schedule

KCTCS observes the following holidays and institutional closing days, except where continuous service is essential, in accordance with KCTCS Administrative Policies and Procedures:

- Independence Day
- Labor Day

- Presidential Election Day
- Thanksgiving Day
- Day after Thanksgiving
- Martin Luther King Day
- President's Day
- Good Friday (1/2 day)
- Memorial Day

Institutional Closing Dates (2019-2020)

- Monday - December 23, 2019
- Tuesday - December 24, 2019
- Wednesday - December 25, 2019
- Thursday - December 26, 2019
- Friday - December 27, 2019
- Monday - December 30, 2019
- Tuesday - December 31, 2019
- Wednesday - January 1, 2020
- Thursday - January 2, 2020
- Friday - January 3, 2020

4.8 Offeror Minimum Requirements

Somerset Community College (SCC) will not be requesting a commission for these services, as it is expected for the awarded Offeror to be self-sustaining in their operations. Somerset Community College requests proposals that do not require payment from SCC for any aspect of the Offeror's operations. Somerset Community College (SCC) will be providing the space and use of facilities, and the awarded Offeror will provide the services to students.

4.9 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.
- Franchise owners must submit written approval from their corporate office with their proposal.

4.10 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

6.1 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.

6.2 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 Somerset Community College (SCC)'s Operations Department to ensure that services rendered are performed and acceptable. Major deviations of services performed will not be made without the written approval of the Somerset Community College (SCC) Operations Department and KCTCS Procurement to Payment Services.

Problems that may arise shall be resolved between the offeror and the Somerset Community College (SCC) Operations Department 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 Somerset Community College (SCC) Operations Department. 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.

6.3 Selling Prices

The selling prices to the consumer will be listed in the Offeror's proposal and must be held firm for the first twelve months of the contract. Prices are subject to revision upon each renewal 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 Somerset Community College (SCC) Operations Department 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.

6.4 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 Somerset Community College (SCC) Operations Department. KCTCS will be responsible for the design of the locations where equipment will be installed.

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.

6.5 Utilities

Utilities (heat, water and electricity) and outlets required will be furnished by Somerset Community College (SCC). 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.

6.6 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.

7. Foodservice Equipment Requirements

7.1. 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.

7.2. Equipment Changes

Equipment changes may be made by the Offeror with the approval of the Somerset Community College (SCC) Operations Department. 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.

7.3. 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) 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 Somerset Community College (SCC) may be seen during the mandatory site visit. Below is a list of equipment currently on location at Somerset Community College:

- Manitowoc Large Capacity Ice Maker
- Leer Commercial Walk-In refrigerator/freezer
- 2 compartment commercial sink
- compartment commercial sink
- 1 pre-rinse commercial sink
- Hobart tray style commercial dishwasher with Freedom injector system
- Mop sink
- 2 hand wash sinks
- Panasonic commercial microwave
- Star Max 2 burner portable cook top
- Blodget Combi Oven covered by Randall exhaust hoods
- Winston commercial cook and hold covered by Randall exhaust hoods
- Frymaster 2 compartment deep fryer covered by Randall exhaust hoods
- Lang 4 foot griddle covered by Randall exhaust hoods
- Victory 2 door refrigerator
- Victory 1 door day refrigerator
- Victory 1 door day freezer
- foot prep cooler with counter
- compartment heated serving tray
- compartment cold serving tray
- Second 5 compartment cold serving tray
- Approximately 40 feet serving counters
- Tray and condiment area
- Approximately 13 4 foot wide 5 shelf commercial wire storage

8. 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
 - a. Provide sample menus and pricing
2. Operations: safe, clean, sustainable, attractive
 - a. Hours and variance of operations
 - b. Plans for marketing and promotion
 - c. Plans for sustainability in operations and use of resources.

Request for Proposal RFP-0215

- 3. Food Service: Prior experience with catering food service, references, etc.
 - a. Amount of documented experience in providing food and beverage services with references that can be contacted
 - b. Variety of selections on menu, including **healthy choices**, and frequency of menu changes.
 - c. Describe product acquisition, delivery and the storage of adequate product inventory.
 - d. Ability to provide cold food in food service areas.
- 4. Staffing
 - a. Number, training and experience of employees for food and beverage operations
 - b. Professional appearance of employees
 - c. Ability/plan to hire Somerset Community College (SCC) student employees.
 - d. Explain supervision and training program for employees.
 - e. Explain the provision of fill-in staff for absences.
- 5. Customer Satisfaction Operating Standards
 - a. The firm's size, structure & financial stability
 - b. Sales reporting process and frequency.
- 6. List any food service subcontractors that your firm is authorized to use and if you plan to use subcontractors at any of the locations
- 7. Offeror's dedication/commitment to be inclusive
 - a. The proposal's quality and responsiveness in clearly stating the understanding of the service to be provided.
 - b. The proposer's experience and expertise in successfully providing food and beverage services.
 - c. Proven results and demonstrated responsiveness to client needs
 - d. Enhancements for service areas, including signage

9. 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.

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 will, unless deemed a minor technicality by the Procurement to Payment Analyst, 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.

✓	Offeror Submission Checklist
	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
	Kentucky Sales and Use Tax Permit

Substitute W-9 Form

If you are a new supplier to KCTCS, please register as a Supplier through the KCTCS Supplier Registration Portal so we may obtain your full contact information for mailing future Opportunities to Bid, Quotes, Request for Proposals, ordering information and payment.

If you have previously provided services to KCTCS or received payment from KCTCS you will not be able to register as a new supplier and you will need to submit the SubW9 Form with your bid proposal.

The navigation for new suppliers to register is as follows:

- Click on the following link https://systemoffice.kctcs.edu/vendor_information/index.aspx
- Select Supplier Registration Portal (left side menu)
- Follow the steps in the instructions and online
- If you are an existing supplier, please complete and include the Sub W9 Form below with your bid



Substitute W-9 Form

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

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

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

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

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

Legal Name used for purposes of IRS reporting _____

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

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

Type of Business (Required):

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

Exempt from backup withholding

Other (Please Explain) _____

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

<input type="checkbox"/> Minority Business Enterprise/MBE (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"/> Women-Owned Business Enterprise/WBE <i>Defined as a business at least 51% owned by one or more women.</i>	<input type="checkbox"/> Disadvantaged Business Enterprise/DBE <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"/> Veteran Owned Business/VOB <i>Defined as a business at least 51% owned and operated by a service veteran.</i>	<input type="checkbox"/> Disadvantaged Veteran Owned Business/DVOB <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"/> None of the Above	<input type="checkbox"/> Other (Explain):	

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:	

Purchase Order	Purchase Order Information <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				
Remittance	Remittance Address as it appears on your invoice			
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.

Direct Deposit Information (All fields are required to receive ACH electronic direct deposit payments)	
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