



## REQUEST FOR PROPOSAL (RFP)

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

<b>PROPOSAL NO.:</b> RFP-0301 <b>Issue Date:</b> 09/08/2023 <b>Procurement Officer:</b> Cole Campbell <b>Phone:</b> (859) 256-3353 <b>Schedule Name:</b> Café Services (Maysville)	<b>RETURN ORIGINAL COPY OF PROPOSAL TO:</b> <b>KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM</b> <b>PROCUREMENT TO PAYMENT SERVICES</b> <b>300 NORTH MAIN STREET</b> <b>VERSAILLES, KY 40383</b> <b>See Section 6 for Options</b>
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**IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 10/02/2023 @ 4:00PM EDT**

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

NOTICE

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

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

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

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal;
4. That the offeror is legally entitled to enter into contracts with the Kentucky Community & Technical College System, and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
5. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

**BIDS and RFPs MAY ALSO BE VIEWED AT OUR WEBSITE: [http://systemoffice.kctcs.edu/Vendor\\_Information](http://systemoffice.kctcs.edu/Vendor_Information).**

**All Request for Proposals 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 KCTCS Procurement to Payment Services at 859-256-3483.**

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

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

\_\_\_\_\_  
**Address**

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

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

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

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Email**

## 1. KCTCS OVERVIEW

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

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

Maysville Community & Technical College is a two-year college that has been serving the region since 1968. As part of the Kentucky Community College System, MCTC provides education and training close to where people live and work. For additional information about Maysville Community & Technical College visit [http://MaysvilleCommunity & Technical College.kctcs.edu/](http://MaysvilleCommunity&TechnicalCollege.kctcs.edu/).

## 2. STATEMENT OF INTENT AND PURPOSE

The Kentucky Community and Technical College System (KCTCS) is issuing this Request for Proposal to invite qualified and responsible firms to provide a variety of quality beverage and food options to Maysville Community & Technical College (MCTC) Maysville Campus in Maysville Kentucky in such a manner that meets the needs of the student, faculty, and staff population. This includes the operation and management of food services at the Maysville Community & Technical College, Maysville Campus. **These services are required to begin after an award of contract and no later than October 16, 2023.**

### Facility:

- A. MCTC has nearly 2,500 square feet of dining and food preparation area in its newest building (L) to offer to the successful vendor. The space is broken down into the following.
- |    |                               |            |
|----|-------------------------------|------------|
| 1. | Dining area                   | 1520 sq ft |
| 2. | Point of sale area            | 470 sq ft  |
| 3. | Food preparation/Storage Area | 248 sq ft  |
- B. The dining area has a variety of tables and bar height seating which currently seats approximately 75 patrons.
- C. The College will provide all utilities to the successful vendor free of charge. The dining area is already equipped with electronic menu board and a sound system.

### Selling Prices

- A. The selling prices to the consumer will be listed in the Offeror's proposal and must be held firm for the first three months of the contract. It is expected that pricing remain reasonable for students and employees of the college.
- B. Reasonable pricing for students and employees.

### Maintenance of Property

- A. 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 MCTC Business Office. KCTCS will be responsible for the design of the locations where equipment will be installed.

- B. 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 daily.

#### Utilities

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

#### Parking

- A. 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.

#### Damages

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

#### Taxes and License Fees

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

#### Products To Be Sold

- A. A proposed list of products offered and suggested pricing shall be included with proposal. Products sold must not compete with the current vending machine services.
- B. 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 MCTC may inspect the successful offeror's commissaries at any time.
- C. 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

- A. Quality must be comparable or exceed local fast-food chains. Must have industry acceptable food handling procedures in place. Operation must be customer focused. This would include menu and satisfaction surveys along with routine campus promotions.

#### Hours

- A. Minimum hours will be 9 a.m. to 2:00 p.m. Monday –Thursday during the academic year. Fall and spring break and summer hours are optional. Other hours could be offered if vendor chooses.
- B. Hours can only be changed with the approval of Procurement to Payment Services and MCTC Business Officer. Advance notice of one week is required for closing the café unless an emergency arises.

#### Sanitation

- A. All equipment must, at all times, meet Board of Health requirements; and be maintained, sanitized, and operated in compliance with all Federal, State, and Local ordinances, regulations, and codes, as

applicable. All Health department inspections/requirements and other standard inspections/requirements are the responsibility of the offeror.

Personnel

- A. Personnel will be dressed in clean clothing and will observe all regulations in effect at the College. The successful offeror will employ a sufficient number of employees for effective service to the customers and to keep the serving and dining areas clean. An offeror representative will meet regularly with the MCTC Business Office to discuss operations and issues.

Sustainability

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

Menu

- A. Menu should reflect options daily. For example, each day should contain one of the following options:
1. Healthy option
  2. Quick option
  3. Hot option
  4. Cost effective option:
    - i. Breakfast
    - ii. Lunch
- Any of these options could be combined. For example:
- Lunch
    - A grab and go salad.
    - Open face hot brown with mashed potatoes.
    - Combo – hotdog + chips + fountain drink.

Advertisement

- B. Advertising & signage is encouraged but will require advanced approval by Maysville Community & Technical College.

• **Food Service/Equipment Requirements**

**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.

**2. Equipment Specifications**

At the beginning of the contract period, the successful offeror, and a designated representative of MCTC will inventory existing equipment and furniture. Repair of Maysville Community & Technical College's equipment will be the responsibility of the College. Additional equipment required by the successful offeror will be provided by the successful offeror and must be approved by the College. All equipment must be UL and NSF approved and must meet all state food service standards. It will be the responsibility of MCTC to provide the electrical and plumbing requirements that will enable the successful offeror to install the equipment. Offeror will assume the responsibility that all equipment in service will be installed and will operate according to all city, county, state, federal and KCTCS codes as they relate to health, safety, fire and building. The offeror will keep the area and equipment in compliance with all such codes as they may change during the term of the contract with MCTC and KCTCS. Any expenditure to obtain compliance or remain in compliance will be borne by the offeror. The use of energy efficient equipment is preferred in order to support the sustainability efforts of the College.

Condiment and eating utensil stands will be provided by the offeror.

### **3. Equipment Changes**

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

### **4. Service of Equipment**

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

### **5. Ownership of Equipment**

The offeror will retain all material and/or equipment purchased by offeror. 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 MCTC may be seen at the site.

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 (even such equipment that is provided by the offeror). All remaining material and/or equipment will be (other than the itemized equipment inventoried at the beginning of the contract, or equipment purchased by KCTCS during the contract) will be retained by the offeror. The offeror will retain all remaining material and/or equipment with no cost to KCTCS.

### **3. ADDITIONAL RELATED PRODUCTS OR SERVICES**

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

### **4. EXTENSION TO OTHER INSTITUTIONS**

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

### **5. EVENTS BEYOND CONTROL**

Anything herein to the contrary notwithstanding, KCTCs shall not be liable or responsible for any failure to furnish the services set forth in this RFP and the contract, occasioned by strike or other work stoppage, federal, state or local government action, breakdown or failure of apparatus, equipment or machinery

employed in supplying services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control.

## 6. **SUBMISSION OF OFFER**

Offerors desiring to respond to this Request for Proposal should submit in one of the following manners:

- **By Electronic Submission:**
  - One original file copy of proposal with all signatures and required pages included.
  - [Kentucky Community and Technical College System: Secure Bid Submission - Bid Locker](#)
  - **NOTE: Do not embed links to documents inside of electronically submitted proposals. All documents must be included in full with proposal submitted. Do not send files via drop box or shared links for downloading.**
  - All proposal materials must be electronically submitted via Bid Locker platform by 10/02/2023 @ 4:00pm EDT. No exceptions will be made for delayed submissions including technology issues.

OR

- **By Mail Submission:**
  - One original paper copy of proposal with signature page.
  - All proposal materials must be sealed (clearly marked with RFP#0301) and mailed to the KCTCS Procurement to Payment Services, Kentucky Community and Technical College System, 300 North Main Street, Versailles, Kentucky 40383. Mail submissions must be received by KCTCS personnel by 10/02/2023 @ 4:00pm EDT. No exceptions will be made for delayed mail services.

OR

- **In Person Submission:**
  - Monday through Thursday, 8:00 – 4:30 PM EDT (minus holidays)
  - One original paper copy of proposal with signature page.
  - All proposal materials must be sealed (clearly marked with RFP#0301) and delivered to the KCTCS Procurement to Payment Services, Kentucky Community and Technical College System, 300 North Main Street, Versailles, Kentucky 40383. Hand delivered submissions must be received by KCTCS personnel by 10/02/2023 @ 4:00pm EDT. No exceptions will be made for delayed arrival.

Any proposal received after 4:00 pm EST will not be considered for an award of a contract. In accordance with KRS 45A.085, there will be no public opening. However, after contract award, the solicitation file will become a public record. No pre-proposal conference is planned.

## 7. **SCHEDULE OF EVENTS**

Issue Date for RFP	09/08/2023
Optional Site Visit Deadline	09/22/2023
Deadline for Written Questions	09/25/2023 @ 4:00pm EDT
RFP Due Date	10/02/2023 @ 4:00pm EDT
Offeror Presentations	*To be Scheduled if needed.

Offerors are encouraged to make an appointment to visit the Maysville Community & Technical College Maysville Campus site prior to submitting an Offer to inspect the conditions. **Any Offeror wishing to schedule a site visit may contact Missy Stitt at 606-759-7141 ext. 66158.**

If an oral interview session is scheduled, it may be held via Microsoft Team invitation from KCTCS or in person. All costs associated with the Offeror's required oral presentation will be solely the responsibility

of the respective Offeror. Promises and commitments made by Offerors during oral presentations and demonstrations will be considered a part of the Offeror's proposal. Virtual oral presentations will be recorded for reference by KCTCS.

#### **8. OFFEROR QUALIFICATIONS**

KCTCS will consider proposals from qualified offerors who are capable of meeting the terms and conditions stated herein and with demonstrated experience in the requested products/services within this RFP. The Offeror must be ordinarily engaged in the business of providing these services and have sufficient experience, financial and human resources to provide the services specified in this proposal.

#### **9. GENERAL**

The resulting contract between KCTCS and the Offeror shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the Offeror's proposal submitted in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. In the event that an issue is addressed in one document that is not addressed in the other document, no conflict in language shall be deemed to occur. However, KCTCS reserves the right to clarify any contractual relationship in writing with the concurrence of the Offeror, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern. KCTCS reserves the right to award one or multiple contracts from this RFP, at the sole discretion of KCTCS.

#### **10. 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 with this requirement will result in rejection of all Offeror submissions.

KCTCS reserves the right to audit the offeror relative to its ability to perform the required services.

#### **11. RIGHT TO REQUEST ADDITIONAL INFORMATION**

Prior to an award, KCTCS must be assured that the selected Supplier 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 ongoing 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 Supplier's ability to perform, if awarded, KCTCS has the option of requesting from the Supplier any information deemed necessary to determine the Supplier's responsibility.

#### **12. OFFEROR TERMS & CONDITIONS**

Proposals submitted that include any additional Offeror terms or conditions or contain terms and conditions in conflict with the Statutes of the Commonwealth of Kentucky will be rejected. Offerors should refrain from imposing conditions that would modify the terms and conditions of the solicitation or limit the bidder's liability to KCTCS on the contract awarded on the basis of such Invitation.

#### **13. CONTRACT CHANGES**

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

#### **14. ENTIRE AGREEMENT**

The resulting contract will represent the entire agreement between the parties with respect to the subject matter thereof and will supersede all prior negotiations, representations, or agreements, either written or

oral, between the parties hereto relating to the subject matter hereof and shall be independent of and have no effect upon any other contracts. A record of formal contract negotiations between the contractual parties will be prepared by KCTCS and will become a permanent part of the contract file.

#### **15. PREPARATION OF PROPOSALS**

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

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

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

Any proposal containing terms and conditions not in conformity with Kentucky law may be rejected.

Offeror shall include with their presentation 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.

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/or KCTCS Policies and Business Procedures.

#### **16. PROPOSAL INSTRUCTIONS**

Proposals must include all information requested. Failure to submit all information may result in a lower ranking of the proposal. Any proposals that are substantially incomplete or lack key information may be rejected.

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

1. Overview and Philosophy – Provide a general overview of the Offeror's organization and experience as it relates to providing the requested software services and the facets contained therein. Include a narrative history of the organization and explain the added value that your organization provides and distinguishes it from all others.
2. Proposed Services – Describe in detail your strategic plan and strategies for assisting KCTCS with the requested product.
3. Staffing – Describe the staff involved in the management of the organization as well as staffing resources available to complete the requirements of the proposal.
4. Qualifications – Provide detailed information including:
  - o History
  - o Ownership and principal officers
  - o Experience pertinent to this request
  - o Disclose any potential conflicts of interest with representing KCTCS in this matter, including any potential conflicts of interest of employees assigned to this project. KCTCS reserves the



unqualified right to disqualify an entity or cancel any contract for any potential conflict of interest issues raised initially and/or during the life of any contract awarded.

5. References – Include no less than three (3) client references and their contact information which may be contacted by KCTCS.
6. Fees (if any)

Financial statements of current balance sheets, statements of income and statement of changes in financial positions may be requested by KCTCS. Offeror should be prepared to provide documents upon request.

#### **17. COST OF PREPARING PROPOSAL**

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

#### **18. ORAL PRESENTATIONS**

As part of the evaluation process, after a review of the written proposals, the Offerors who submit a proposal in response to this RFP may be selected and required to give an oral presentation. All costs associated with the Offeror's required oral presentation will be solely the responsibility of the respective Offeror. Promises and commitments made by Offerors during oral presentations and demonstrations will be considered a part of the Offeror's proposal.

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

#### **19. ADDENDA & AMENDMENTS**

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

Any "addenda" issued by KCTCS Procurement to Payment Services prior to the time for receiving proposals shall be covered in the proposal and in closing a contract they shall become a part thereof. Such "Addenda" shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued Addendum. Offerors must acknowledge receipt of any addenda either with proposal or by separate letter prior to the award of contract.

#### **20. EXPLANATIONS**

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

#### **21. RESTRICTIONS OF COMMUNICATIONS IN REGARD TO THIS RFP**

From the issue date of this RFP until a contract award is made, Offerors are strictly forbidden to communicate about the subject of the RFP with any KCTCS administrator, faculty, staff, or member of KCTCS Leadership or Board of Regents. Offerors may communicate only with KCTCS Procurement Officials.

KCTCS reserves the right to reject the Proposal from any Offeror violating this provision.

## **22. QUESTIONS**

All questions should be submitted in writing to:

Cole Campbell, Procurement to Payment Analyst  
[cole.campbell@kctcs.edu](mailto:cole.campbell@kctcs.edu)

Questions must be transmitted via email no later than 09/25/2023 @ 4:00pm EDT. Questions pertaining to this RFP will not be accepted after this date and time.

**Proposals will not be accepted via fax or email. Please refer to section 6 for submission requirements.**

## **23. TERM OF CONTRACT**

The contract/contracts resulting from this RFP and the successful Offeror's Proposal shall have an initial term of twenty-four (24) months. It shall be renewable on an annual basis upon mutual written agreement between all parties. Annual renewal shall be contingent upon Kentucky Community & Technical College's satisfaction with the services performed and the overall performance of the Offeror. Length of initial term may be subject to change if in the best interest of KCTCS during the solicitation or renewal process.

## **24. EFFECTIVE DATE**

The effective date of the contract is to be effective upon the date of award, upon mutual agreement of the successful offeror and KCTCS.

## **25. TERMINATION OF CONTRACT**

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

- for default
- non-performance
- for Offeror bankruptcy
- for unavailability of funds and/or appropriations
- mutual agreement
- otherwise as specifically provided by the contract
- upon 30 days written notice, at the sole discretion and convenience of KCTCS

## **26. METHOD OF AWARD**

KCTCS may award a contract to the 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.

## **27. EVALUATION OF PROPOSALS**

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

1. The proposal's quality and responsiveness in clearly stating an understanding of the service to be provided.
2. The proposer's experience and expertise in successfully providing food and beverage services.
  - A. Amount of documented experience in providing food and beverage services with references that can be contacted.
  - B. Sales reporting process and frequency.
  - C. Ability to provide quality products at selling prices comparable to the surrounding area. Provide sample menus and pricing.
  - D. Variety of selections on menu, including healthy choices, and frequency of menu changes.
  - E. Hours and variance of operations.
  - F. Plans for marketing and promotions.
3. Staffing
  - A. Ability to staff adequately.

## **28. REJECTION OF PROPOSALS**

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

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

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

## **29. NONCONTINGENT FEES**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure the resulting contract, except bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, KCTCS shall have the right to reject the proposal, annul a resulting contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, contingent fee or other benefit.

Firm must disclose any conflict of interest regarding this solicitation. Undisclosed conflict of interest could result in rejection of proposal.

## **30. SERVICE PERFORMANCE**

All services performed under this contract shall be in accordance with the terms and provisions of the contract. It will be the responsibility of KCTCS to ensure that such services rendered are performed and acceptable.

Major deviations of services performed will not be made without the written approval of the Procurement to Payment Services Department, KCTCS. Problems that arise under any aspect of performance should first be resolved between the KCTCS Contract Owner/Subject Matter Expert and the Offeror. If such problems and/or disagreements cannot be so resolved they should be referred to the Director/Manager of Procurement to Payment Services, KCTCS for settlement by either party in writing.

**31. SUBCONTRACTING**

No part of the operation may be subcontracted without prior approval of Kentucky Community and Technical College System, KCTCS Procurement to Payment Services, or unless approved prior to the award of the contract.

**32. CONTRACT ASSIGNMENT**

The Offeror is prohibited from assigning, transferring, or subletting the contract or its rights, title or interest or its power to execute the contract to any other person, company or corporation without written approval of KCTCS Procurement to Payment Services. In the event of a change in company ownership, KCTCS reserves the right to re-advertise the contract.

**33. METHOD OF PAYMENT**

Payments shall be made, and invoices received on a monthly basis, for work performed in the past calendar month. The successful Offeror shall submit billing/invoices to the KCTCS and/or colleges within the first ten (10) workdays of each following month. Payment will be made Net30 upon receipt of acceptable documentation and agreement that work was satisfactorily performed. Additional methods of payment (such as credit card) may be mutually agreed upon if in the best interest of KCTCS.

**34. PERSONAL INFORMATION SECURITY**

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

**35. 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.

**36. 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.

**37. DISCLOSURE OF OFFEROR’S RESPONSE**

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. KCTCS will not disclose any portions of the proposals prior to contract award to anyone outside of KCTCS Procurement to Payment Services, KCTCS Administrative staff, representatives of the State of Kentucky or Federal Government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or part, KCTCS shall have the right to duplicate, use or disclose all proposal data submitted by Offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid twelve (12) months after the proposal due date.

KCTCS shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of this proposal will not affect this right.

**38. GENERAL TERMS & CONDITIONS SOLICITATIONS & CONTRACTS**

The General Conditions and Instructions for Solicitations and Contracts, hereby incorporated by reference, shall be an integral part of this solicitation and resulting contract. The General Terms and Conditions are not repeated in each Solicitation. Therefore, it is the bidder's responsibility to access the General Terms and Conditions at the KCTCS Website: <http://www.kctcs.edu>, or request a copy by contacting the Purchasing Officer listed in this RFP. By submitting a proposal to KCTCS an offeror agrees to these conditions and to comply with the information and instructions contained herein.

**39. SECURITY OF INFORMATION**

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

**40. ADA COMPLIANCE**

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

**41. CYBER SECURITY**

Offeror shall use commercially reasonable efforts (i) to keep its systems and networks secure (including, but not limited to its e-mail systems) and (ii) to prevent any hacking or data breaches thereof, or other activities that may compromise its systems or networks. Within two (2) business days of the date Offeror discovers or reasonably should have discovered that any of its systems and/or networks have been hacked, breached, or otherwise compromised, Offeror will (a) send KCTCS a written report via e-mail,

describing the nature of such activities to permit KCTCS an opportunity to take any necessary preventive measures and (b) use commercially reasonable efforts to respond to the activities on an urgent basis to reduce, stop, or prevent any impact to KCTCS. KCTCS will not be liable for the activities of any third party who hacks, breaches, or compromises Offeror's systems and/or networks, and Offeror understands and agrees that if KCTCS makes an errant payment due to the hacking, breach, or compromised system or network, KCTCS will not be required to re-issue the payment.

**42. INDEMNITY**

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

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

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

**44. KENTUCKY RECIPROCAL PREFERENCE LAWS**

In accordance with KRS 45A.490 to 45 A.494, Kentucky Resident Bidder Status or Qualified Bidder Status, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluation proposals, KCTCS will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror.

Residency and non-residency shall be defined in accordance with KRS 45A.494 (2) and 45A.494 (3), respectively. Any Offeror claiming Kentucky residency status must submit with its bid/proposal a notarized affidavit with support documentation affirming that it meets the criteria as set forth in the above referenced statute.

An affidavit for Qualified Bidder Status forms is available from KCTCS Procurement to Payment Services, upon request.

**45. 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.

**46. NOTICE OF AWARD**

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://opportunity-to-bid.kctcsweb.com/bids>

**47. INTELLECTUAL PROPERTY**

Ownership of the intellectual property generated for KCTCS by any contract resulting from this solicitation and paid for in accordance with the agreed upon fee schedule shall reside with KCTCS. Furthermore, KCTCS shall use any images, slogans or other concepts developed under the terms of the resulting contract without additional charge for royalties to the Offeror. Any intellectual or commercial property rights created or obtained through performance of a contract with KCTCS shall belong to KCTCS. Offeror, nor its officers, directors, agents, or employees shall have authority to apply for the ownership or registration of any intellectual or commercial property rights created or obtained through performance of services provided. Nor shall offeror, its officers, directors, agents, or employees use

KCTCS intellectual or commercial property during the term of the agreement for any purpose other than providing the services and after the termination of the agreement for any purpose.

#### **48. INSURANCE**

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

Minimum liability coverage must be:

Public Liability -Comprehensive General Owners, Landlords and Tenants

Bodily Injury Liability

Each Person \$1,000,000

Each Occurrence \$1,000,000

Property Damage Liability \$1,000,000

Products Liability

Each Person \$1,000,000

Each Occurrence \$1,000,000

Automobile Liability

Bodily Injury

Each Person \$1,000,000

Each Occurrence \$1,000,000

Personal Injury Liability

Each Person \$1,000,000

Property Damage Liability \$1,000,000

Worker's Compensation Statutory

Employers Liability \$ 500,000

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

#### **49. SUPPLIER REGISTRATION WITH KCTCS**

If applicable and upon award, the AWARDED BIDDER must register and/or update their information through the KCTCS Supplier Registration Portal so we may obtain your full contact information for ordering and payment.