



INVITATION TO BID

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

INVITATION NO.:	KCT-01424
Issue Date:	02/25/2025
Method of Award:	Best Value
Issuing Officer:	Cole Campbell
Email:	cole.campbell@kctcs.edu
Bids are invited on the following:	Food Services
SEALED BIDS MUST BE RECEIVED BY: 03/27/2025 by 4:00 PM Eastern Daylight Time	

1. Sealed Bids for furnishing the following will be received by the Procurement to Payment Department, KCTCS, Versailles, Kentucky, until the date and time stated above or in Addenda. **Bid documents must be submitted in a sealed envelope identified with the Invitation to Bid number and the opening/return date on the face of the envelope.**
FACSIMILE BIDS WILL NOT BE ACCEPTED.
2. Please quote your single best net price on each item, unless a discount from list price is requested, delivered to the address specified, all transportation charges prepaid. Price shall include delivery to the department address shown on this Invitation. Submission of multiple bids will result in disqualification of both bids.
3. Bids must be firm. Those containing escalator clauses cannot be accepted, unless provided for in Special Conditions. To receive consideration, bids must be made on this form and signed in full. Prices must be based on stated units and extended. Delivery guarantee must be shown. Bids must be filled out in ink or typed and signed in ink.
4. The KCTCS Sales Tax Exemption Number is A-20633. Certificate will be provided upon request. Do Not Quote Sales Tax.

SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.

THIS AREA MUST BE COMPLETED

DELIVERY TIME: (Days after receipt of order)	NAME OF COMPANY	PHONE:
BID FIRM THROUGH:	NO. & STREET	FAX:
PAYMENT TERMS: Net 30 days Must Accept PO	CITY, STATE & ZIP CODE	
SHIPPING TERMS: FOB DESTINATION	SIGNATURE	DATE:
TYPED OR PRINTED NAME:		
EMAIL:		

In submitting this bid, it is expressly agreed that, upon proper acceptance by Kentucky Community and Technical College System of any or all items bid, a contract shall thereby be created with respect to the items accepted.

BIDS MAY ALSO BE VIEWED AT OUR WEBSITE: <https://systemoffice.kctcs.edu/suppliers/opportunities-to-bid.aspx>
All bids and contracts are subject to General Terms and Conditions of KCTCS. You may download/print a copy of these from our website or you may request a copy be mailed to you by contacting the Issuing Officer in this solicitation.

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 bidder (if the bidder is an individual), a partner, (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid has been arrived at by the bidder 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 Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the bidder is legally entitled to enter into contracts with KCTCS and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 61.096, and 42.990, and;
5. That I have fully informed myself regarding the accuracy of the statement made above.

NOTICE

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

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.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 bid on this invitation 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 KCTCS by the successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

INSTRUCTIONS TO BIDDERS:

Bidder's response on the following items must include full identification of the item(s) proposed, and be accompanied by descriptive literature, etc., to enable the purchaser to evaluate qualifications of the item(s) proposed as equal to those specified. If applicable, ALL ALTERNATE QUOTATIONS MUST BE ACCOMPANIED BY COMPLETE LITERATURE AND SPECIFICATIONS TO EVALUATE ALTERNATE QUOTE AS EQUAL TO THAT SPECIFIED. Failure to provide sufficient information may be cause for rejection of the Bid.

When a Bidder proposes to furnish the exact item specified, he shall cite, beside the item, or use the Mfg. & Model No. Proposed blank that follows the line item as follows:

1. If bidding the manufacturer and model number specified in this Invitation, write in "AS SPECIFIED".
2. If bidding an alternate model, identify by manufacturer's number and model.
3. If bidding a private label model, identify as private label and show stock number.

1. Introduction

1.1. Purpose of Procurement

The Office of Procurement to Payment Services issues this Invitation to Bid to establish a contract with one or more qualified Suppliers who will provide food services for the Kentucky Community & Technical College System (KCTCS), Elizabethtown Community & Technical College 600 College Street Rd. Elizabethtown KY 42701.

1.2. Extension to Other Campuses & Institutions

The awarded Supplier 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

The Kentucky Community and Technical College System is comprised of 17 colleges with more than 70 locations statewide. KCTCS colleges change lives by providing accessible and affordable education and training through academic and technical associate degrees; diploma and certificate programs in occupational fields; pre-baccalaureate education; adult, continuing and developmental education; customized training for business and industry; and distance learning. For additional information regarding KCTCS please visit our website at: <http://www.kctcs.edu>.

1.4. Overview of the Invitation to Bid Process

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

<https://systemoffice.kctcs.edu/suppliers/opportunities-to-bid.aspx>

Suppliers 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. After the opening of the Invitation to Bid, KCTCS reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation and award on an as needed basis with or without notice.

If applicable, Suppliers are encouraged to visit the specified KCTCS location(s) prior to submitting a bid to inspect the conditions at the site. Any bidders 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 Invitation to Bid	February 25, 2025	
Site Visit Location: 600 College Street Rd. Elizabethtown KY 42701 Attendance is: Mandatory Site Visit Contact: Joe Mattingly, joe.mattingly@kctcs.edu	NO LATER THAN MARCH 14, 2025.	
Deadline for written questions sent via	March 17, 2025	

email to the Issuing Officer referenced in Section 1.6.	March 17, 2025	
Bid Opening Date and Time	March 27, 2025	4:00 p.m. ET
Bid Evaluation Completed (estimated)	1 to 5 days after opening	N/A
Notice of Award (estimated)	1 to 5 days after opening	N/A

1.6. Issuing Officer

Cole Campbell, cole.campbell@kctcs.edu

2. Instructions to Suppliers

By submitting a response to the Invitation to Bid, the Supplier is acknowledging that the Supplier:

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 Invitation to Bid until the final award is announced (or the Invitation to Bid 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 Supplier violating this provision. This does not preclude Suppliers 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 a Supplier 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 Invitation to Bid is not clear, or is not according to regulation, it shall be the sole responsibility of the interested prospective Supplier to inquire with the Issuing Officer.

All Suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. In order to stay on track of the solicitation timeline, Suppliers are cautioned that KCTCS may not respond to late questions or questions submitted by any other method than as directed by this section.

2.1.3. Site Visit

The site visit 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 site visit has been identified as mandatory, then a representative of the Supplier must attend the site visit in its entirety to be considered eligible for contract award. The Supplier is strongly encouraged to allow ample travel time to ensure arrival to the location prior to the beginning of any mandatory site visit. All Suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.4. Oral Discussions

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders 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 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 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 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.

2.1.6. Failing to Comply with Submission Instructions

Responses received after the identified due date and time may not be considered. Responses must be complete in all respects, as required in each section of this Invitation to Bid.

2.1.7. Amend and/or Cancel the Invitation to Bid

KCTCS reserves the right to amend this Invitation to Bid prior to the opening date and time. Amendments will be made in writing and posted as one or more addenda to the KCTCS website. Each Supplier is individually responsible for reviewing addenda and any other posted documents and making any necessary or appropriate changes and/or additions to the Supplier's response. All Suppliers are encouraged to frequently check the KCTCS website for additional information at the following link: <https://systemoffice.kctcs.edu/suppliers/opportunities-to-bid.aspx>

KCTCS reserves the right to cancel this Invitation to Bid at any time if it is in the best interest of KCTCS to do so. This includes, but is not limited to, proposals received that are deemed by KCTCS to not be financially beneficial to the college.

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 Supplier. KCTCS will not provide reimbursement for such costs.

2.1.9. ADA Guidelines

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

2.2. Submittal Instructions

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

2.2.1. Invitation to Bid Released

The release of this Invitation to Bid is formally communicated through the posting of this Invitation to Bid on the following websites:
<https://systemoffice.kctcs.edu/suppliers/opportunities-to-bid.aspx>
<https://bidlocker.us/a/kctcs/BidLocker>

2.2.2. Invitation to Bid Review

The Invitation to Bid consists of the following:

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

Please carefully review all information contained in the Bid, including all documents available as attachments or available through links. Any difficulty accessing the Invitation to Bid or opening provided links or documents should be reported immediately to:

1. The Issuing Officer (See Section 1.6) and
2. **Bid Locker at info@equityhub.us.**

2.2.3. Submitting a Response

There are two (2 ways) to submit your bid response. (CHOOSE ONLY ONE OPTION)

Option 1 (Electronic): Upload bid packet to Bid Locker.

Suppliers can complete this bid document and upload it, along with any other pertinent documents, to Bid Locker through a web browser. Click on the following link and then click on the Invitation to Bid #01424.

<https://bidlocker.us/a/kctcs/BidLocker>

No exceptions will be made for delayed submissions including technology issues.

Option 2: Mail or drop off a completed bid packet.

Suppliers must supply the following number of copies of their bid submission:

- 1 hard copy with original signature

Do not bind paper together with an adhesive or mechanism such as a wire, staple, comb, ring or strip.

Sealed Bids will be received in the offices of the Procurement to Payment department **Mondays through Fridays** from 8:00 AM – 4:30 PM EST at the following address:

Kentucky Community and Technical College System
Attn: KCT-01424
300 North Main Street
Versailles, Kentucky 40383

All Bids will be time-stamped by the KCTCS Procurement to Payment department upon receipt. Bids received after the due date and time will not be evaluated. Bids that are faxed or emailed will be rejected.

3. General Business Requirements

This section contains general business requirements. By submitting a response, the Supplier 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 Supplier's submitted pricing.

3.1. Section Reserved

3.2. Authorization to do Business in Kentucky

The awarded Supplier 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 awarded Supplier 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.

3.3. Personal Information Security

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

3.4. Public Information

KCTCS is 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 Supplier 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 Invitation to Bid or any resultant contract shall be brought in Commonwealth of Kentucky administrative or judicial forums.

3.6. Section Reserved

3.5. Section Reserved

3.7. Standard Insurance Requirements

Prior to the beginning of the contract, the Supplier 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 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

Aggregate \$3,000,000

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 Supplier to maintain, in force, insurance coverage acceptable to KCTCS, KCTCS will have the right to terminate this Agreement immediately upon written notice to the Supplier. 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.

Within ten (10) business days of award, the awarded Supplier must procure the required insurance and provide the KCTCS with two (2) Certificates of Insurance. Please see section 3.1 for more details.

4. Factors Form of Proposal

The Invitation to Bid contains the requirements and related services that the Supplier must meet. KCTCS has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. KCTCS will not tailor these needs to fit a particular solution a Supplier may have available; rather, the Suppliers shall propose to meet KCTCS's needs as defined in this Invitation to Bid.

4.1. Section Reserved

4.2. Section Reserved

4.3. Supplier References

Suppliers must submit with their bid at least three (3) references where services have been provided that are similar to the scope of work of this solicitation. Information provided must include persons to contact with addresses, email addresses, the size of the institution/business served, and other pertinent information, which would aid in the determination of an experienced Supplier. KCTCS reserves the right to request additional information to determine the responsibility of the apparent successful Supplier relative to its ability to comply with the terms and conditions of this Invitation to Bid. Please write legibly.

Name/Address and contact email/Size: _____

Name/Address and contact email/Size: _____

Name/Address and contact email/Size: _____

5. Costs/Pricing

5.1. General Pricing Rules

Each Supplier is required to submit pricing as part of its response. By submitting a response, the Supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must include all costs of performing pursuant to the resulting contract; and
2. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the Invitation to Bid, will be treated as non-responsive and will not be considered for award; and
3. The Supplier is required to provide net prices. In the event there is discrepancy between a Supplier's unit price and extended price, the unit price shall govern;
4. The prices quoted and listed in the response shall be firm throughout the initial term of the resulting contract, unless otherwise noted in the Invitation to Bid or contract; and
5. All product deliveries will be F.O.B. destination and all freight/shipping charges will be the responsibility of the Supplier; and
6. Responses containing prepayment and/or progress payment requirements will be determined non-responsive; and
7. Responses requiring payment from KCTCS in less than thirty (30) days will be considered non-responsive; and
8. KCTCS is exempt from certain taxes and no provision for such taxes should be included in the Supplier's response.

5.2 Cost Structure

It is the intent of KCTCS to structure the cost format in order to facilitate comparison among all Suppliers and foster competition to obtain the best market pricing. Consequently, KCTCS requires that each Supplier's cost be structured as directed in the Invitation to Bid. Additional alternative cost structures will not be considered.

6. Award

6.1. Method

KCTCS intends to award a contract to the responsive and responsible Supplier(s), based on Best Value, who meets the Terms, Conditions, and Specifications of this Invitation to Bid.

Best Value - Ranking Approach: with the ranking approach, price is one of the measurable criteria components of the solicitation. The measurable criteria are added together to determine the Supplier's total score. The Supplier with the highest score has the highest ranking. Award is made to the Supplier with the highest ranking. If there is only one best value response to the solicitation, the evaluation process will be waived and award will be made to the only responsive, responsible Supplier.

6.2. Measurable Criteria

Each Supplier is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each Supplier the maximum score based on the available data submitted by the Supplier. SUPPLIER MUST ENTER COMMISSION RATE ON THE BID SHEET. If adequate space is not available, the Supplier must attach additional information that clearly cross-references the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.).

Commission: 20 Points

Months in Business: 20 Points

Menu Pricing: 60 Points (lunch 30, breakfast 30)

Menu Selection: Additional points added based on offerings

(See Attachment A for example scoring)

Best Commission Rate: 20 Points

The bidder with the best commission rate receives the maximum score. The bidder with the next best commission rate receives points by dividing the best commission rate by the next best commission rate and multiplying that percentage by the available points. For example, assume 17% is the best offer from bidder "A", then bidder "A" receives 20 points $17\%/17\% = 1.00 \times 20 = 20$). Assume 12% is the next low offer by bidder "B", then bidder "B" receives 14.2 points $(12\%/17\% = .71 \times 20 = 14.2)$, etc.

Months in Business: 20 points

The Bidder with the most overall experience receives the maximum score. A Minimum of twenty-four (24) months food service experience is required. Other Bidders receive points by dividing their number of months in business by that number submitted by the highest ranked Bidder, then multiplying the resultant percentage by the number of available points. For example: Bidder "A" has been in the required business for 240 months, $(240/240 = 1.00 \times 20 = 20)$ points. Assume Bidder "B" has the next highest number of months in business at 228 months, then "B" receives 19 points $(228/240 = .95 \times 20 = 19)$. Proof of this experience must be provided with your response to this bid. 120 months is the maximum for evaluation purposes.

Evaluation will be based on the Secretary of State's number of months in business.

Menu Pricing:

Lunch: 30 points

Breakfast: 30 points

The bidder with the lowest average price receives the maximum score. The bidder with the next lowest average price receives points by dividing the lowest average price by the next lowest average price and multiplying that percentage by the available points. For example, 30 points is allocated for lunch to the lowest price criteria for this procurement, Bidder "A" bids \$3.00 as the lowest average bidder and receives the maximum 30 points $(\$3.00 / \$3.00 = 1.00 \times 30 = 30)$. Assume Bidder "B" is the next lowest bidder at \$4.00, then "B" receives 22.5 points $(\$3.00 / \$4.00 = .75 \times 30 = 22.5)$.

Below are common market basket lunch and breakfast items. KCTCS reserves the right to determine which options qualify as substantial in each category.

Lunch items

Minimum of 3 substantial lunch options required. Scoring will be based on the average of the three highest dollar items. Fries, chips, side items are not included in scoring for this section.

Examples of substantial lunch options:

1. Hot dogs
2. Hamburger
3. Chicken fingers
4. Sandwiches
5. Salad

Breakfast items

Minimum of 3 substantial breakfast options required. Scoring will be based on the average of the three highest dollar items.

Examples of substantial lunch options:

1. Egg item (ex. Omelet)
2. Egg with sausage or bacon
3. Bagel
4. Cereal/oatmeal
5. Salad

Menu Selection: Points are based on offerings and will be added to the Bidder's final score:

Lunch items

Lunch Points (minimum of three meat items required):

- 10 points given for each main meat item (i.e. hot dogs, hamburgers, chicken fingers, sandwiches)
- 10 points for salads (cannot exceed 10 points)
- 10 points given for fries (cannot exceed 10 points)
- 5 points given for chips (cannot exceed 5 points)
- 10 points given for 1 or more additional side item (cannot exceed 10 points)

(maximum points 200)

Breakfast items

Breakfast Points:

- 10 points given for each main meat item (i.e. sausage biscuit, etc.)
- 10 points given for each egg and meat item combined (i.e. egg/bacon sandwich, burrito etc.)
- 10 points given for each fresh or bread side item (fruit parfait, bagel)
- 10 points given for 1 or more additional side items (cannot exceed 10 points)

(maximum points 150)

Beverages

Beverage Points:

- 10 points given for every 3 cold beverages
- 10 points given for every 2 hot beverages

(maximum points 60)

Method of Breaking Tie Bids:

Tie low bids on the purchase of commodities/services may be broken in the following order if price and delivery are equal.

1. Time discount.
2. KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations. (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
3. Supplier who has performed satisfactorily in the past over supplier who has not previously served the KCTCS or who has not performed in satisfactory manner.
4. Flip of coin, witnessed by at least two KCTCS personnel.

The bid file shall document one or more of the above listed factors.

6.3. Selection

KCTCS reserves the right to: (a) reject any and all responses, in whole or in part; (b) request clarifications from Suppliers; and (c) take any other action as permitted by law. Any contract award resulting from the Invitation to Bid will be made to the lowest, responsive and responsible Supplier meeting all specifications.

6.4. Consideration

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

6.5. Kentucky Reciprocal Preference Laws

In accordance with KRS 45A.494, a resident bidder of the Commonwealth of Kentucky shall be given a preference against a nonresident bidder. In evaluating proposals, the KCTCS will apply a reciprocal preference against a bidder submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident bidder. Resident bidder and nonresident bidder shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Respondent claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set for in the above referenced statute.

6.6. Public Award Notice

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

<https://systemoffice.kctcs.edu/suppliers/opportunities-to-bid.aspx>

7. Contract Terms and Conditions

The contract that KCTCS expects to award as a result of this Invitation to Bid will be based upon the Bid, the awarded Supplier'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/suppliers/terms-conditions.aspx>

The awarded Supplier will be responsible for compliance with all applicable Federal, State and Local Laws, Regulations and Mandates. The awarded Supplier shall ensure that all of its employees comply with these Federal, State and Local Laws, Regulations and Mandates.

7.1. Supplier's Terms & Conditions

Responses submitted that include any additional Supplier terms or conditions or contain terms and conditions in conflict with the bid and KCTCS terms and conditions may be deemed non-responsive. Suppliers must refrain from imposing conditions that would modify the terms and conditions of the solicitation or limit the Supplier's liability to KCTCS on the contract awarded on the basis of such Invitation.

Additionally, Suppliers must refrain from electronically modifying the terms within the bid document.

7.2. Contract Term

The initial term of the contract will be for one (1) year from the execution date of the contract with one (1) year renewal periods upon mutual agreement. Renewal will be accomplished through the issuance of a KCTCS Amendment. In the event that the contract resulting from the award of this Invitation to Bid 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 Supplier, 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. Unless this Invitation to Bid states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

7.3. Contract Termination

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

- for default

- for Supplier 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 project/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 Supplier, 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.

7.4. 90-Day Probationary Period

The awarded 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 may be cause for cancellation.

7.5. Contract Assignment

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

7.6. Subcontracting

If providing services, no part of the service may be subcontracted without prior approval of the authorized personnel of KCTCS, or unless approved in writing prior to the award of the contract.

7.7. Additional Related Products/Services

KCTCS reserves the right to add additional related products/services based on the original offer. Upon mutual consent of KCTCS and the awarded Supplier on pricing, performance, etc., said additional services may be added to the contract. KCTCS reserves the right to remove services from the contract if it is in the best interest of KCTCS to do so. Any contract changes will be incorporated as a written modification to the contract.

7.8. Contract non-exclusion

KCTCS reserves the right to purchase the same or similar products/services from other sources. KCTCS will not limit product/services to those furnished by the awarded Supplier.

7.9. 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 Invitation to Bid 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.

8. List of Invitation to Bid Attachments

The following documents make up this Invitation to Bid. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- A. KCTCS Invitation to Bid (this document)

9. Supplier Registration

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.

10. Special Terms

We are looking for a supplier to provide an abbreviated menu of food for our on-campus meal center.

- 10am-3pm
- Hotdogs, hamburgers, chicken fingers, sandwiches, sausage biscuits, chips, fries etc.
- Lower pricing and minimal prep. Items need to be priced under \$5 each.
- Can be prepared off campus and brought on campus to sell.
- Fully prepared kitchen available on campus for supplier use.

Fall 2024 Enrollment: 6,463

Spring 2025 Enrollment: 5,023

10.1. 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 Elizabethtown Community & Technical College (ECTC) Business Office to ensure that services rendered are performed and acceptable. Major deviations of services performed will not be made without the written approval of the Elizabethtown Community & Technical College (ECTC) Business Office and KCTCS Procurement to Payment Services.

Problems that may arise shall be resolved between the offeror and the Elizabethtown Kentucky Community & Technical College (ECTC) Business Office representative. If problems and/or disagreements cannot be resolved, either party shall communicate with the Procurement Analyst for settlement. The final authority and responsibility for judging performance rests with the Elizabethtown Community & Technical College (ECTC) Business Office. However, poor performance charges must be documented and substantiated in writing, including letters and memoranda advising needed corrections; and income and sales analyses if relevant.

10.2. 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 only on August 1 of each contract year (service market fluctuations exempted) and may be either increases or decreases. Revisions will be based on general industry changes and may be requested in writing by either of the contracting parties and received at least thirty (30) days prior to the effective date. The requesting party must furnish to the Elizabethtown Community & Technical College (ECTC) Business Office documented evidence substantiating the validity of the request along with the written request for price changes. The selling prices of products sold through this contract will be in line with those in the surrounding area. Documented prices will be the manufacturer's list prices excluding promotions.

10.3. 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 Elizabethtown Community & Technical College (ECTC) Business Office. KCTCS will be responsible for the design of the locations where equipment will be installed. **The successful offeror will provide soap, soap dispensers, towels and towel dispensers at Offeror's expense.**

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

10.4. Equipment

At the beginning of the contract period, the successful supplier and a designated representative of ECTC will inventory existing equipment and furniture. College owns sinks and water heater; supplier would need to provide ovens (electric only), refrigeration/freezers, and storage cabinets. ECTC will not provide utensils, pans, etc.

Repair of ECTC's equipment will be the responsibility of the College. Additional equipment required by the successful supplier will be provided by the successful supplier and must be approved by an authorized designated representative of ECTC. Upon termination of the contract, the successful supplier agrees to return any inventoried equipment in the same condition except for reasonable wear from normal usage. Equipment furnished by ECTC may be seen at the site.

In addition, the successful supplier is to provide: Condiment stands that include napkins, plastic knives, forks and spoons, salt & pepper, catsup, mustard, mayonnaise and related items.

Leak proof sanitary disposal containers with removable liners (easily cleaned and sanitized) of a quantity and capacity to collect all wastepaper, cups, etc.

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

10.5. Equipment Changes

Equipment changes may be made only with approval of the Vice President of Finance and Facilities of ECTC. Equipment may not be removed from the College during school closings.

The successful supplier will assume the responsibility that all equipment in the Grill Service will be installed and operate according to all city, county, state, federal and KCTCS codes as they relate to health, safety, fire and building. The successful supplier will keep the grill area and equipment in compliance with all such codes as they may change during the term of the contract with the College. Any expenditure to obtain compliance will be borne by the successful supplier.

10.6. Fixed Equipment

Successful supplier will maintain, in good repair and appearance, all contractually related or assigned equipment or space owned by ECTC. Changes or modifications (unless specified in the contract) to the College owned space, property, fixtures, fixed equipment or utilities may not be made without written authorization from the authorized personnel at the College. The College will be responsible for the design of the locations where equipment will be installed.

It is understood that all material and/or equipment that is permitted attached to any wall or ceiling will become the property of KCTCS at the conclusion of the contract.

The supplier will retain all remaining material and/or equipment. Supplier 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 supplier will keep the area and equipment in compliance with all such codes as they may change during the term of the contract with ECTC and KCTCS. Any expenditure to obtain compliance or remain in compliance will be borne by the supplier.

10.7. Utilities

Utilities (heat, water and electricity) and outlets required will be furnished by Elizabethtown Community & Technical College (ECTC). 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.

10.8. 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.

10.9. Accounting Records

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

10.10. Taxes & License Fees

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

10.11. Sales and Use Tax Permit:

A completed Kentucky Sales and Use Tax Permit must be submitted with the bid. This information must be obtained prior to award of a contract. Bids received without a Kentucky Sales and Use Tax Permit may be rejected.

10.12. Commission

Only one commission rate is to be quoted, and to reflect all locations, which will remain firm for the duration of the resulting contract. Commission shall be calculated on gross sales less sales tax if applicable.

10.13. Payments

Commission payments will be made in the form of a check payable to the Elizabethtown Kentucky Community & Technical College and forwarded to the Elizabethtown Kentucky Community & Technical College Business Office not later than the twentieth (20th) of the month following the month in which the commission was earned.

11. Form of Proposal

Each section must be completed.

1. Commission rate on net sales for Food Services to be paid to Elizabethtown Community & Technical College shall be:
 _____% of gross sales less sales tax in accordance with the terms, conditions and specifications contained in this Invitation to Bid and any duly issued addendum.
2. _____Number of MONTHS in Business (Verified through the Kentucky Secretary of State). 120 months is the maximum for evaluation purposes.
3. **Menu Selection & Pricing:** Please write in your offerings for each section. Use N/A where applicable. **Pricing for each item cannot exceed \$5.00. Do not enter a price range.**

LUNCH MENU:

a) Main meat items (i.e. hot dogs, hamburgers, chicken fingers, sandwiches)

- Item 1 name: _____ Item 1 price: _____
- Item 2 name: _____ Item 2 price: _____
- Item 3 name: _____ Item 3 price: _____
- Item 4 name: _____ Item 4 price: _____
- Item 5 name: _____ Item 5 price: _____
- Item 6 name: _____ Item 6 price: _____
- Item 7 name: _____ Item 7 price: _____
- Item 8 name: _____ Item 8 price: _____

(Can offer more items. Attach additional offerings if necessary)

b) Salads: _____ Price: _____

c) Fries: _____ Price: _____

d) Chips: _____ Price: _____

e) Additional SIDE items:

- Item 1 name: _____ Item 1 Price: _____
- Item 2 name: _____ Item 2 Price: _____
- Item 3 name: _____ Item 3 Price: _____

- Item 4 name: _____ Item 4 Price: _____

(Can offer more items. Attach additional offerings if necessary)

BREAKFAST MENU:

a) Meat items without egg (i.e. sausage biscuit, etc.)

- Item 1 name: _____ Item 1 price: _____
- Item 2 name: _____ Item 2 price: _____
- Item 3 name: _____ Item 3 price: _____
- Item 4 name: _____ Item 4 price: _____
- Item 5 name: _____ Item 5 price: _____
- Item 6 name: _____ Item 6 price: _____

b) Egg and meat combination (i.e. bacon/egg biscuit, sausage/egg burrito, omelet, etc.)

- Item 1 name: _____ Item 1 price: _____
- Item 2 name: _____ Item 2 price: _____
- Item 3 name: _____ Item 3 price: _____
- Item 4 name: _____ Item 4 price: _____
- Item 5 name: _____ Item 5 price: _____
- Item 6 name: _____ Item 6 price: _____

(Can offer more items. Attach additional offerings if necessary)

c) Fresh side or bread item (i.e. fruit, parfait, bagel etc.):

- Item 1 name: _____ Item 1 price: _____
- Item 2 name: _____ Item 2 price: _____
- Item 3 name: _____ Item 3 price: _____
- Item 4 name: _____ Item 4 price: _____
- Item 5 name: _____ Item 5 price: _____
- Item 6 name: _____ Item 6 price: _____

(Can offer more items. Attach additional offerings if necessary)

BEVERAGE MENU:

a) Cold Beverages

- Item 1 name: _____ Item 1 price: _____
- Item 2 name: _____ Item 2 price: _____
- Item 3 name: _____ Item 3 price: _____
- Item 4 name: _____ Item 4 price: _____
- Item 5 name: _____ Item 5 price: _____
- Item 6 name: _____ Item 6 price: _____

(Can offer more items. Attach additional offerings if necessary)

b) Hot beverages

- Item 1 name: _____ Item 1 price: _____

- Item 2 name: _____ Item 2 price: _____
- Item 3 name: _____ Item 3 price: _____
- Item 4 name: _____ Item 4 price: _____
- Item 5 name: _____ Item 5 price: _____
- Item 6 name: _____ Item 6 price: _____

SUPPLIER REPRESENTATIVE IF AWARDED A CONTRACT:

The successful supplier shall indicate in the space provided the names and contact information of a primary and secondary person responsible for the coordination of all performance issues if awarded a contract from this Invitation to Bid. Email addresses are required as ECTC uses this as their primary means of communication.

Primary Contact:	Secondary Contact:
Name: _____	Name: _____
Title: _____	Title: _____
Company: _____	Company: _____
_____	_____
Office Phone: _____	Office Phone: _____
Cell Phone: _____	Cell Phone: _____
Pager: _____	Pager: _____
Fax: _____	Fax: _____
Address: _____	Address: _____
City, State, & Zip: _____	City, State, & Zip: _____
Email: _____	Email: _____

12. Business Classification

This section is for informational purposes.

Select all that apply (does not apply to publicly traded entities).

<input type="radio"/> 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</i>	<input type="radio"/>	<input type="radio"/> Hispanic-American	<input type="radio"/>	<input type="radio"/> African-American
	<input type="radio"/>	<input type="radio"/> Asian-American	<input type="radio"/>	<input type="radio"/> American Indian
	<input type="radio"/>	<input type="radio"/> Other (explain):		
<input type="radio"/> Women-Owned Business Enterprise/WBE <i>Defined as a business at least 51% owned by one or more women.</i>	<input type="radio"/>	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</i>		
<input type="radio"/> Veteran Owned Business/VOB <i>Defined as a business at least 51% owned and operated by a service veteran.</i>	<input type="radio"/>	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="radio"/> None of the Above	<input type="radio"/>	Other (Explain):		

12. Supplier Checklist

Supplier Bid Submission Checklist:	
Supplier is responsible for meeting all bid requirements (including those not listed below):	
YES	NO : Pg. 1 – Invitation to Bid completed & signed
YES	NO : Section 3.1 – If applicable, included authorized dealer/distributor letter
YES	NO : Section 6.5 – If applicable, completed forms included if claiming reciprocal preference
YES	NO : Per Section 7.1. Supplier did <u>not</u> include their own terms and conditions
YES	NO : Section 11, Form of Proposal completed in its entirety – no incomplete sections
YES	NO : Supplier meets all requirements throughout the Invitation to Bid