REQUEST FOR PROPOSAL
KEY DATES AND INFORMATION

PROJECT NAME: Food Service Proposal

SCOPE OF PROJECT: Provide food services at Colby Community College.

TERM OF AGREEMENT: The term of the contract will be for a minimum of three (3) years or a maximum of five (5) years, beginning on or about July 1, 2015

PROPOSAL SUBMITTAL DEADLINE: December 1, 2014 - Noon

PROPOSAL DELIVERY LOCATION: Colby Community College
Vice President of Business Affairs
1255 S. Range
Colby, Kansas 67701

CONTRACT AWARD: January 5, 2015

COMMENCEMENT OF SERVICE: July 1, 2015

NOTICE:

IF YOU RECEIVED THIS RFP FROM ANY SOURCE OTHER THAN DIRECTLY FROM THE COLLEGE, YOU MUST SEND YOUR COMPANY NAME, ADDRESS, CONTACT NAME, EMAIL ADDRESS, TELEPHONE AND FAX NUMBER AND EMAIL ADDRESS IN WRITING OR EMAIL TO THE PERSON SHOWN BELOW. THIS INFORMATION IS NEEDED TO HELP ASSURE THAT YOU RECEIVE ANY ADDENDA TO THE RFP. THE COLLEGE IS NOT RESPONSIBLE FOR LOST OR MIS-DIRECTED COMMUNICATION.

ALL QUESTIONS RELATED TO THIS RFP ARE TO BE DIRECTED TO Dr. Glenda Overstreet, IN WRITING VIA E-MAIL AT glenda.overstreet@colbycc.edu or fax to 785.460.4699.
**DEFINITION OF TERMS**

1. The term “College” hereafter refers to Colby Community College.
2. The term “Contractor” hereafter refers to Food Service Management Companies.
3. The term “RFP” hereafter refers to Request for Proposal.
4. The term “academic year” when used herein shall mean the fall and spring semesters and does not include the summer sessions, holidays or recess periods.
5. The term “commissions” shall be defined as monies to be paid to the College by the Contractor equal to a defined percentage of net receipts.
6. The term “premium meals” shall be defined as meals served once each week (on a rotation between Tuesday, Wednesday or Thursday) throughout the academic year, which offer variety, excitement and festive environment to the student.

**GENERAL INFORMATION**

1. **RFP:** Colby Community College (CCC), an institution of higher education in the State of Kansas, is soliciting sealed proposals from qualified companies for food services. The process of competitive negotiation being used in this RFP provides the flexibility to arrive at mutually agreeable and beneficial business relationship.

   Proposals will be accepted until Noon (12:00 p.m. CST), Monday, December 1, 2014, and should be mailed or delivered to:
   
   Colby Community College – Food Service RFP  
   Dr. Glenda Overstreet, Vice President of Business Affairs,  
   1255 S. Range  
   Colby, KS 67701

   Seven (7) copies of the proposal are required. Each copy of the proposal should be bound in a single volume.

   This RFP does not commit CCC to award a contract or to pay any costs incurred in the preparation of a proposal. CCC reserves the right to accept or reject any or all proposals received, and to cancel this RFP, in part or in its entirety, if it is in the best interest of CCC.

   Prices submitted on the Proposal shall be considered an irrevocable offer for a period of one hundred twenty (120) days from the date of the Proposal opening and may not be withdrawn during that period without the written consent of the College.

2. **Pre-bid meeting:** All interested parties must attend a mandatory on-campus meeting on **Thursday, November 20 at 1:00p.m.** Vendors will be given a tour of the kitchen and dining facilities. Vendors and the college will have an opportunity to answer questions and to address any concerns.

3. **Presentation:** After receipt of proposals, an oral presentation by one or more Contractors may be required after written proposals are received by the College. If the College requires such a presentation, the Vice President of Business Affairs will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal submitted, its own qualifications for
providing the services required and any other area of interest relative to its proposal.

4. **Terms of the Contract:** The initial term of the contract shall be for a minimum of three (3) years and/or maximum of five (5) years, extending from July 1, 2015 through June 30 of the final year of the contract. The contract may be renewable annually thereafter by mutual consent.

5. **Type of Service:** Proposals will be received for the services specified in this RFP, under the terms and conditions of this RFP, and general specifications attached.

6. **Legally binding:** Proposals must be made in the official name of the firm or individual under which business is conducted and must be signed by a person duly authorized to legally bind the company or corporation submitting the proposal.

7. **Qualifications of Contractors:** Contractors shall be of known reputation and shall have sufficient experience and qualified personnel to adequately perform the requested services. Contractors shall complete and return Attachment A: Company Profile.

8. **Proposal Costs:** The Contractor must bear all costs associated with the preparation of the proposal and of any visits and presentations requested by CCC.

9. **Terms and Conditions:** By submitting a proposal, the Contractor agrees to the terms and conditions set forth in this document and by the Laws of the State of Kansas. Any proposal containing variations from terms and conditions set forth herein may, at the sole discretion of CCC, be rendered unresponsive.

10. **Compliance:** Proposals must include requested information and meet specification requirements. If significant errors are found in the proposal, or if the proposal fails materially to conform to the requirements of the RFP, the proposal may be rejected. Proposals submitted unsigned, undated or after the due date and time will not be considered.

11. **Contract:** All provisions of this RFP and the successful Contractor’s proposal as mutually agreed upon by subsequent negotiation; provide the specification for, and obligations of both parties in any resultant contract.

12. **Addenda to RFP:** Any addenda to this RFP will be provided in writing to all Contractors who received the original RFP.

13. **Proprietary Information:** Commercial or financial information obtained in response to this RFP will be part of the public record. All Contractors must visibility marks as “confidential” any proprietary information which if disclosed, might cause harm to the Contractor’s competitive position. Entire proposals marked “Confidential” will not be considered.

14. **Relationship of Contractor:** The relationship of the Contractor to the College shall be that of an independent contractor. The College shall have no direct supervision of employees of the Contractor and any communication of employee
matters shall be through the designated representatives of the Contractor and the College. The Contractor will operate upon its own credit and maintain a good credit rating.

15. **Contract approval**: Time is of the essence in commencement of Service. As such, if the company awarded the contract fails to sign the agreement and/or provide the required insurance certificate within seven (7) calendar days after receipt of the Agreement, such failure may be construed by the College as abandonment of the Proposal, and the College may annul the award.

16. **Bidders are encouraged to be innovative in their proposals.** Ideas that may lead to enhanced operations and reduced costs will be welcomed and is encouraged, even though specific condition may not be addressed in the RFP.

17. **Financial proposal.** Contractors may include a financial proposal that includes purchasing of equipment or upgrading campus kitchen or dining facilitates.

**COLLEGE FACTS**

Colby Community College was established in 1964 and is located in the northwest corner of Kansas, approximately 50 miles from the Colorado and Nebraska borders. In addition to the main 105-acre campus in Colby, the college operates a 60-acre agricultural center east of the city. Students in agriculture-related programs utilize the college farm as a hands-on laboratory and training facility. A pioneer in outreach education, CCC accommodates hundreds of off-campus students by offering classes at 24 locations in the 14-county service area. The college offers a myriad of choices when it comes to selecting a program of study with over 60 academic and vocations to choose from in many of today’s high-demand career fields. In addition to the Colby campus, nursing programs are taught in Norton and near WaKeeney. The college also has expanded its online offerings with a two-year degree in veterinary technology, an associate’s degree in business management and online certificates in small wind energy and solar photovoltaic.

The college’s 2014-2015 $15.1 million operating budget funds four major divisions: Academic Affairs, Business Affairs, Institutional Affairs, and Student Affairs. Enrollment grew approximately 3 percent from fall 2013 to fall 2014. Approximately 750 students attend classes full-time on the Colby campus which includes residence halls that house 315. Over 2,100 students are enrolled in full- and part-time classes at CCC.

Colby Community College was recently selected as one of the Top 10 Community Colleges in the country according to Bankrate, Inc. The rankings are based on six criteria including graduation rate, student retention rate, the student/faculty ratio, the school’s in-state tuition and fees, the percentage of full-time, first-time undergraduates receiving financial aid, and the average amount of grant aid they received from federal, state and private sources combined.
FOOD SERVICE GUIDELINES

Hours of service will be negotiated between a representative of the College and the Contractor's Food Service Director. A continental breakfast will be served for one-half hour immediately following the regular breakfast, Monday through Friday, during the normal school year. Desired hours of service are:

Cafeteria Hours

Monday – Thursday
Breakfast 7:00 a.m. - 8:30 a.m.
Continental Breakfast 8:30 a.m. - 9:30 a.m.
Lunch 11:30 a.m. - 1:30 p.m.
Grab and Go Lunch 12:30 p.m. -1:30 p.m.
Dinner 5:00 p.m. - 6:45 p.m.

Friday
Breakfast 7:00 a.m. - 8:30 a.m.
Continental Breakfast 8:30 a.m. – 9:30 a.m.
Lunch 12:00 p.m. – 1:30 p.m.
Dinner 5:00 p.m. - 6:00 p.m.

Saturday & Sunday
Brunch 12:00 a.m. – 1:30 p.m.
Dinner 5:00 p.m. - 6:00 p.m.

The Food Service Agreement for the 2015-2016 school year will be based on up to 240 days.

RESIDENT STUDENTS

The College plans to offer two (2) meal plans to resident students; 19-Meal Plan and 15-Meal Plan. Commuter students are not required to purchase the meal plan but are allowed to do so if they so choose.

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<tr>
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<th>2015-16 Rates</th>
<th>2014-15 Plans Sold</th>
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<tr>
<td>19 Meal Plan</td>
<td>$2,450</td>
<td>216 (18 meal plan)</td>
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<tr>
<td>15 Meal Plan</td>
<td>$2,400</td>
<td>94 (14 meal plan)</td>
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**REDUCED MEAL RATE**

Meals are offered to non-resident students, faculty, staff college advisory boards and prospective students at a reduced rate.

**CASUAL MEAL RATE**

The casual meal rate applies to the general public, camp meals and athletes arriving prior to the beginning of the semester.

**COURTESY MEALS**

At all regular boarding meals, there shall be no charge to the school’s President, Vice President of Student Affairs, Vice President of Academic Affairs, Vice President of Business Affairs or visiting Presidents from other institutions. The following administrative personnel are likewise exempt from charges; Director of Residential Life, Residence Hall Coordinators and assistant coaches living in dorms. The College will provide names of exempt personnel in positions outlined above. In addition, the Contractor will provide meals monthly at Board of Trustees meeting, as requested.

**SUMMER SESSION**

Contractor shall provide food service (typically lunch only, Monday through Friday) for summer session as required. Box lunches or grab and go lunches may be considered. The college is willing to pay the successful bidder a fee to help offset operational costs for the summer as they are typically low volume serving days.

**COLLEGE SPONSORED CATERING - CONFERENCES/MEETINGS/SPECIAL EVENTS**

Within thirty (30) days of the contract award, the Contractor shall submit a College Sponsored Catering Guide, including selections, procedures and reduced prices to the College for approval. Any subsequent price increases will be subject to negotiations.

No rebates shall accrue from college sponsored catering/conferences.

**CATERING**

The College desires an excellent reputation for catering. The Contractor must demonstrate the knowledge, experience and capability necessary to maintain that reputation. All catering is to be done in a professional manner. Catering services will be accessible and affordable to a wide range of College consumers and will be managed so as to not become a financial burden to the food service program.

Contractor will quote a rebate percentage payable to the College each month for net sales occurring from outside sales for catering. Outside sales are defined as groups not utilizing College funds as payment.

Within thirty (30) days of the contract award, the Contractor shall submit a catering catalog or guide, including selections, procedures and prices, to the College for approval.
CONCESSIONS AND VENDING

All concession stand and vending proceeds are the property of the College. It is encouraged that the Contractor provide vending machines supplied with sandwiches, fruit, and packaged snacks for students’ access during late evenings and weekends. The vending proceeds from these sales will be shared with Contractor.

PERSONNEL DINNER

Contractor shall host an annual dinner for all faculty, administrators, and staff. There will be no cost to the College for this event and it may be scheduled by the College at any time during the year.

ADMINISTRATORS’ FUND

Contractor will provide an annual catering credit of Five Thousand Dollars ($7,000) to the President of the College, $2,500 to the VP of Student Affairs, $1,250 to the VP of Business Affairs, and $1,250 to the VP of Academic Affairs. This fund shall be utilized at the sole discretion of the President and VP Administrators, for credit towards catering service provided by the Contractor on or off campus without restriction.

MENU SPECIFICATIONS

1. Weekly menus will be prominently posted in the kitchens and in the dining rooms and made available to the campus web.
2. One month (30 days) prior to the beginning of the fall and spring semesters, the Contractor will submit a four-week (4) cycle menu for the Board Plan and cash facility to the Vice President of Business Affairs for approval. Particular attention should be directed to weekend menus which will not consist of leftovers and convenience items.
3. The College reserves the right to periodically review all invoices to ensure the contract specifications are being met. All deviations must be approved by the College prior to purchases.
4. All regular meals will be served cafeteria style. Patrons will remove their trays, dishes, and utensils at the completion of their meals to the designated location.
5. College shall require all students living in residence halls, to be on a meal contract boarding plan.
6. Upon request of the Director of Residential Life or designee, the contractor will provide food trays for students who are too ill to go to the cafeteria. Food, beverages and supplies at no charge other than the standard per meal, per week charge will be made. Food, beverages and supplies will be equal to the number of contract patrons confined.
7. If a contract patron is unable, for medical reasons, to consume the meal served in the dining room, Contractor will provide, at no additional cost to the student or the College, a meal that is consistent with his/her physician’s instructions as deemed reasonable.
8. There will be no food service during Thanksgiving and Christmas holidays and Spring Break.
9. Special events will be catered by Food Service upon mutually agreeable terms, conditions and prices. College will not have any objection to outside catering as long as there are no conflicts with college activities.
10. Minimum quality standards are to be adhered to at all times and prefabricated meats will not be used unless they are of premium quality.
11. One solid meat, fish, poultry item must be served at each breakfast, lunch and dinner meal. Any substitution must also be of equal quality.
12. Special request for menu items made by the food committee of the residence halls will be honored to the extent they are reasonable requests.

ATHLETIC SERVINGS

Contractor will offer both pre-game and post-game meals for sports events. This service will be done at no extra charge to the College when the meal is served in lieu of a regularly scheduled meal. Traveling athletic teams participating in sporting events at other Contractor locations will be offered meal service upon advance notice to the Food Service Director at that location.

CARRY-OUT SERVICE

Contractor will furnish "box" lunches to contract students leaving campus for vacation or athletic/activity events. This will be done at no extra charge. Packaged "box" lunches will also be provided for those contract students who have schedule conflicts or are participating in college-sponsored activities that do not allow them to attend their regular meal service.

CONTRACTOR RESPONSIBILITIES

1. Operate as an independent contractor and furnish on its own credit, all food, beverages, materials and supplies of every kind, together with the management necessary for the efficient operation of said food services.
2. Obtain all necessary permits and licenses required for the operation of College’s food services at Food Service expense and furnish College with evidence thereof.
3. Comply with all rules and regulations of College and shall operate and maintain College’s food service in accordance with all applicable laws, ordinances, regulations and rules of Federal, State and local authorities relating to standards of health, safety and cleanliness; provided, however, that any structural or equipment change that may be necessary for Food Service to comply with such requirements and standards shall be made by College at the expense of College.
4. Be responsible for the daily routine janitorial services in the kitchen, serving area, the dishwashing area, the outer dish room area, office, and store rooms. Provide daily pickup of trash.
5. To the extent allowable by the U.S. Civil Rights Acts of 1964, and any other applicable Federal, State or Local laws or regulations, assign to duty on College’s premises on employees acceptable to College.
6. Submit menus for review and publication by such persons designated by College at least one week prior to use.
7. Relinquish at the termination of this agreement, College’s food service premises and equipment in as near as may be to the condition in which received, except for reasonable wear and tear and loss or damage by fire, flood, or other unavoidable occurrence, except for those acts which may have occurred without negligence on the part of Food Service, its employees or agents.
8. The Contractor shall maintain the College's inventory of flatware, glassware, china and kitchen small wares and any replacement costs shall be borne by the Contractor. All replacements shall conform exactly to weights, sizes, patterns and brands currently being used unless the prior approval of the College is received to deviate from these standards.

9. Provide the College a copy of the beginning inventory and a copy of the annual inventory July 1 of each year.

10. Permit College or its designees to have full access to the dining area being used by Food Service under this agreement and other area such as kitchen upon mutual agreement.

11. Food Service shall provide adequate personnel during serving hours to keep all food restocked and all service lines operational.

12. Remove garbage and trash from building to receptacles provided.

The contractor will assume the following costs and expenses of the food service operation at the College:

1. Food and food products
2. Beverages
3. Supplies-including cleaning supplies used for the kitchen area.
4. Labor-including all personnel who are directly involved with the food service operation
5. Uniforms
6. Table linen
7. Telephone/communications expenses
8. Printing and office supplies
10. Flowers and centerpiece items
11. Bookkeeping and payroll preparation
12. Licenses and permits required by law, regulation or ordinance
13. Health examinations for all employees as required by law, regulation, ordinance or contractor policy
14. Paper cups and related supplies
15. Collect and remit to proper state agency any sales tax imposed on cash sales, direct sales to outside groups and any other sales upon which tax is assessed.
16. The Contractor shall purchase, at the commencement of the contract, acceptable items under the ownership of the previous contractor at a price negotiated with the previous contractor.
17. Provide and maintain during the entire term of this agreement Workmen’s Compensation insurance for its employees as stated in the section titled Insurance.

**COLLEGE RESPONSIBILITIES**

1. External garbage and trash removal.
2. Complete building maintenance service and be responsible for cleaning of walls, windows, ceilings, light fixtures, vents, hoods and floors in the dining area. This service will be on an annual basis and not daily or weekly.
3. Office space to include desk, chair, filing cabinets, calculator and cash register, credit processing device, computer with internet service (does not include software peculiar to your firm or peripheral equipment). Contractor agrees to comply with the College Computer Usage Policy.
4. Furnish suitable space for preparation and service of food to its students, faculty, staff and guests.

5. The College will provide all necessary food service equipment and facilities for the use by the Contractor. Such equipment and facilities will include kitchen, dining room, furnishings and all other dining room and kitchen equipment owned by the College for use in the locations, adequate sanitary toilet facilities for the Contractor’s employees and adequate office space with suitable desks, chairs and filing cabinets. If equipment is deemed to need upgrading, such initial costs will be borne by the Contractor and reimbursed by the College upon advance mutual agreement.

Painting and redecorating, as required and within approved budget limits

7. Provide annual flu shots for all food service employees.

8. Provide work-study students as needed per week during academic semester.

The College will assume the following costs and expenses of the food service operation:

1. Kitchen serving equipment repair and maintenance (see #5 under “College Responsibilities”, page 9)

2. Fire insurance

3. Outside maintenance

4. Utilities (electricity, natural gas, hot and cold water, steam, air conditioning, etc.) necessary for the food service operation will be provided by the College. The College shall not guarantee, however, an uninterrupted supply of water, steam, electricity, natural gas, air conditioning, etc., but it shall be diligent in restoring service following an interruption. The College shall not be liable for any product loss which may result from the interruption or failure of any such utility services.

5. Pest control

6. The college owns all food service equipment and dishes and will replace major items of equipment within fiscal limitations, which may become worn out or obsolete. Any equipment damaged by negligence on the part of the Contractor or its employees will be repaired or replaced by the Contractor.

**SANITATION**

The utmost importance is placed on proper sanitation standards. National Sanitation Foundation (NSF) standards and the County Department of Health regulations for food service establishments must be maintained. Failure on the part of the Contractor to maintain the highest city or state health department rating shall constitute a default on the part of the Contractor and shall, at the option of the College, render this contract terminated after ten (10) days notice is extended. A copy of all Health Department inspection reports will be provided to the Vice President of Business Affairs immediately following their receipt by the Contractor.

1. The Contractor shall examine all food handlers visually, at least daily, to ensure that they are following established hygiene practices in the handling of food:
   a. Bathing daily
   b. Wearing clean outer clothing
   c. Keeping fingernails short and clean
d. Using hairnets or lacquer spray when hair is longer than six (6) inches (applies to both mail and female employees)
e. Removing wristwatches and rings, except plain wedding bands, during the preparation and service of food
f. Washing hands with warm water and soap upon reporting for duty, after each visit to the rest room, and after handling raw meat, fish or fowl
g. Reporting symptoms of infectious diseases, including colds, to the Food Service Director and Campus Student Health Nurse
h. Require all of its employees assigned to duty at the College to submit to periodic health examinations, as frequent and as stringent as required by law, and will submit satisfactory evidence of compliance with all health regulations to the College upon request.
i. Provide annual tuberculosis skin tests for all employees.

2. The kitchen will be immaculate. The floors will be kept clean throughout the day and there will be little or no trash such as cardboard boxes, towels, books, etc. lying on top of refrigerators, range shelves or dish tables. Each department will have easy and quick access to a broom and a mop.

3. The pot room and dish room will be cleaned and sanitized, with little or no excess water spills on the floor. The trash cans in the kitchen will all be lined wherever possible with plastic liners; none will be overflowing and will be kept scrubbed and clean.

4. The rest rooms near or in the kitchen will be kept in immaculate condition.
5. The receiving dock will be clean, sanitary and will be free from flies and derbies.
6. All food in the walk-in refrigerators and freezers will be covered with plastic wrap or aluminum foil and dated.
7. Walls, ceilings, windows, ducts, fan blades and screens will be kept clean and free from dirt, dust and grease.
8. Floors will be cleaned by washing and mopping. Dry sweeping is prohibited.
9. Steam tables, coffee urns, griddles, condiment tables, etc., will be cleaned at least daily.
10. Kitchen tables, meat grinders, knives, etc. will be cleaned and sanitized after each use.
11. Dining room tables, beverage counters and salad bars will be constantly wiped and kept in spotless condition throughout each meal.
12. Cooking surfaces of grills, griddles and similar cooking devices shall be cleaned at least once a day and shall be free from encrusted grease deposits and other soil.

PERSONNEL

1. The Contractor shall consider all present food service employees for employment.
2. The Contractor must provide sufficient personnel (line cooks, chefs, etc.) to ensure prompt service to patrons and must have adequately trained relief personnel substitutes for absent regular employees.
3. The Food Service Director on duty shall be a graduate of an accredited college or university or have equivalent work experience.
4. The Food Service Director shall be approved by the College in advance of assignment. The resident Food Service Director shall not be transferred to any other location operated by the Contractor during any contract year without approval of the College.
5. The College reserves the right to participate in the annual review and evaluation of the Food Service Director.
6. The Contractor shall be in full compliance with all applicable federal and state statutes and regulations relating to the employment and payment of personnel, including but not limited to the Fair Employment Practices Act, the Equal Opportunity Employment Act, Minimum Wage Law and the Fair Labor Standards Act. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex or national origin, and will make a diligent and continuing effort to ensure that they are afforded equal employment without discrimination. Diligent and continuing efforts will also be made to employ handicapped persons whenever possible. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training. All solicitations or advertisements for employees placed by or on behalf of the Contractor will state that all qualified applicants will be afforded equal employment opportunities without discrimination.

7. The Contractor will assume full responsibility for payment of all State and Federal taxes for unemployment insurance, old age pensions or any other Social Security legislation for all its employees engaged in the performance of the agreement as a direct cost to the operation.

8. The Contractor’s employees will strictly adhere to College regulations regarding personal behavior.

9. The Contractor shall secure worker’s compensation insurance for the benefit of each of the persons employed by it in the operation of the food service program and keep said insurance during the term of this contract.

10. The Contractor must schedule and conduct an on-going employee training program which will ensure that all employees perform their jobs with the highest standards of efficiency, courtesy and sanitation.

11. The College reserves the right to request changes in or termination of personnel when deemed to be in the best interests of the College.

12. The College reserves the right, in its sole discretion, to require the replacement of any management personnel.

13. The Contractor's area manager and executive chef shall make regularly scheduled visits during operation of the food service. When the College has a special meal or function and needs additional support, the Contractor will provide certain other chefs, production and management personnel. The area manager will personally supervise the College food operations on a regularly scheduled basis.

14. The Contractor will make available maximum work opportunities for the College's students. Contractor shall be responsible for wages, supervision, scheduling, and time-keeping.

**FINANCIAL INFORMATION**

1. The contractor shall notify the Vice President of Business Affairs in writing on or before April 1, of any recommended changes in prices for the following academic year. Increases must not exceed the annual CPI index for food service. Approval of such requests for increases will be at the sole discretion of the College.

2. The Contractor will cater special affairs for the College at prices mutually agreed upon. Proposed changes to catering prices will be submitted annually to the Vice President of Business Affairs no later than April 1, for implementation at the beginning of the fall semester.

3. The Contractor is required to pay a commission on gross sales. Bidders will propose commission rates as follows:
% of Cash Sales
% of Catering Sales

4. No charge will be made to the College for meals consumed by Contractor employees.
5. The Contractor will be responsible for collection and payment of any required sales taxes.
6. The Contractor will procure and assume monetary responsibility for all food and food supplies utilized by the College under this agreement. In the course of such procurement, the Contractor will take advantage of all trade discounts and credits and credit them against the purchase price. The College is concerned that suppliers of food and food products to the Contractor maintain a high degree of quality, control and sanitation. The College reserves the right to inspect and approve suppliers utilized by the Contractor.
7. The Contractor will indemnify, hold harmless, and defend the College, its Board of Trustees and employees against all liability, claims and costs of whatever kind and nature for injury or death of any person or persons and from loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations or work in connection with this agreement. Refer to Attachment B: DA-146A
10. Contractor’s employees at the College must comply with all College regulations and parking regulations and are subject to penalties for violations as prescribed.
11. The Contractor must consult with and obtain permission from the Executive Vice President prior to the disposition or declaration of surplus or removal from campus of any capital equipment owned by the College.
12. The College shall be responsible for the purchase of additional capital equipment and shall make or authorize the repair and replacement of worn, damaged or malfunctioning equipment. The Contractor shall be responsible for furnishing necessary specifications and advising the College of such required purchases, repairs and replacements. The College shall require the Contractor to repair or replace at the Contractor’s expense, any equipment that is worn, damaged or malfunctioning due to the negligence of the Contractor or its employees.

**INSURANCE REQUIREMENTS**

The College will provide fire and extended coverage insurance only for College owned equipment and facilities.

The Contractor must furnish the College, prior to the commencement of services at the College, and at the beginning of each contract period, an insurance certificate evidencing that it maintains with a company, licensed to do business in the State of Kansas the following coverage: The certificate shall specify the date(s) when such insurance expires. Renewal certificates shall be in the College’s possession prior to expiration dates of all policies noted therein.

a. Workers’ Compensation and Employees’ Liability, with minimum statutory limits of $500,000.
b. Comprehensive General Liability naming Garden City Community College and its Board of Trustees and employees, as additional named insured with minimum limits of $1,000,000 each occurrence, combined single limit, bodily injury
including death, property damage liability and coverage for personal injury, blanket contractual liability and products liability.
c. Comprehensive Automobile Liability (including owned, non-owned and hired) with minimum limits of $1,000,000 each occurrence, single limit, bodily injury including death and property damage liability.
d. Umbrella Liability Insurance-$5,000,000 to cover exposure in excess of the primary policies listed above.

**TERM, RENEWAL AND TERMINATION**

1. The Contractor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices. Charges of poor performance against the Contractor shall be documented by the College and submitted to the Contractor for corrective action, review and file. Continued poor performance shall be deemed a breach of these specifications and shall be the cause for immediate termination of the contract.
2. In the event the Contractor shall fail to maintain and keep in force product liability insurance, public liability insurance, property damage insurance and workers’ compensation insurance, the College shall have the right to obtain the coverage and bill the Contractor.
3. Failure by the Contractor to maintain a Grade “A” Health Department rating may be the cause for immediate termination.
4. The term of this contract shall be for the period of no less than three (3) and no more than five (5) years unless renewable thereafter annually by mutual consent. The contract may be terminated by either party by giving the other party not less than ninety (90) days written notice of the intention to terminate as of the date specified.
5. Upon termination of this contract, the College and Contractor shall jointly conduct a physical inventory of all expendable and capital equipment and inspect the premises. At that time, the Contractor shall surrender the buildings, expendable and capital equipment in as good a condition as at the start of the contract, except for ordinary wear and tear and loss or damage by fire and other perils covered by the College’s fire and extended coverage policy and acts of God, and theft by persons other than the employees of the Contractor without negligence on the part of it or its employees.
6. Discrepancies shall be corrected at the Contractor’s sole expense and replacement to be of a comparable quality with items in the original inventory.

**PROPOSAL REQUIREMENTS**

1. The proposal shall include a complete four (4) week cycle menu. The proposal should fully describe theme meals and special event activities. The proposal should also include a plan for special diets, carry-out meals and reciprocal meals for those students traveling for College-sponsored events.
2. Menus must include items to be included on the salad bar.
3. Menus must include a gluten free option, a sugar free option and a lean unbreaded protein and a plain vegetable.
4. The proposal will list all items to be baked on campus and will list any exceptions.
5. The proposal must provide a sample catering catalog or guide with suggested menus and prices.
6. The Contractor should describe any cost saving programs that they have successfully implemented at other institutions which might be implemented at the College.

**CONTRACTOR’S REPUTATION, EXPERIENCE AND CAPABILITIES**

1. The proposal must include a description of the general background, experience and qualifications of the Contractor in college and university services. The Contractor must list the colleges and universities it serves which are similar in scope and size. A general description of the type of units (e.g., cafeteria, snack bar, etc.), period of time Contractor has served that contract. Also include the names, titles, addresses and telephone numbers of college administrators (particularly the campus liaison) who are in a position to evaluate the operation.
2. The proposal must include the location of the nearest account to the College and the nearest comparable account in size and scope to the College.
3. The Contractor shall supply the cost current, certified year-end balance sheet and income statement.
4. The Contractor should include the history of any past relationship with the College.

**CONTRACTOR’S UNDERSTANDING OF CAMPUS FOOD SERVICE OPERATION**

1. The proposal should include any suggested changes in existing building décor, service options and equipment.
2. The Contractor shall include an organizational and staffing chart.

**MENU PROGRAM**

A four (4) week cycle of menus shall be submitted to the College in advance of use by Contractor. The menu shall not be implemented unless approval has been granted for same by the College. Contractor will post a copy of the approved daily menu at the entrance to the cafeteria and on website.

Regularly scheduled meetings between the Food Service Director, contract students and staff will be held. Student's likes and dislikes, the menu pattern and any matters pertinent to the food service operation will be discussed. Minutes of these committee meetings shall be presented to the Vice President of Student Affairs and the Vice President of Business Affairs.

Cafeteria style of service will be used for breakfast, lunch and dinner, offering self-service salad bar in unlimited amounts. Entrees to be served in existing cafeteria line in unlimited amounts with the exception of Steak Night.

Healthy choice menu option must be made available and promoted at all meals. The healthy choice menu should include a gluten free option, a sugar free option and a lean un-breaded protein as well as plain vegetable at lunch and dinner.

A Cereal Bar must be available at all meals. A Deli Bar must be available at lunch and dinner, as well as two (2) soups when in season.

During the lunch and dinner meal, a Deli Bar, two (2) soups, a Pizza Buffet and a Quick Bar with hot food items such as hamburgers and pasta.
An unlimited Ice Cream Bar and Dessert Buffet will be offered daily.

**DIETARY OPTIONS**

Contractor will strive to accommodate the preferences of all students. Menus shall be structured to include a large selection of fresh, assorted salads. Salads are categorized in the following groups: entree salads, cottage cheese plates, gelatin variations, salad plates, tossed salads, marinated salads and fruit salads.

The Food Service Director will work with the student food service committee to assure that a proper balance of dietary options is presented to our customers. The Contractor's Food Service Director will work with student groups to maintain a viable vegetarian program.

**EXAM WEEK REFRESHMENT BREAK**

Contractor will furnish, at no charge to contract students, refreshments and snacks during each night of Fall and Spring finals week, except for the night of the Late Night Breakfast. The location and time of service will be mutually agreed upon by the College and the Contractor.

**LATE NIGHT BREAKFAST**

Contractor will furnish to contract students one Late Night Breakfast during Fall and Spring finals week.

**STEAK NIGHT**

Steak will be served twice per month. Students will not have access to "seconds" on steaks. A choice of steaks will be offered each serving night; such as Top Sirloin, Kansas City Strip, Prime Rib and Rib Eye.

For students who do not desire steak a second entree, such as Shrimp, London Broil, or Chicken Tenders will be offered as a second choice with no “seconds”.

Students will be offered a third entree on these steak nights to which they will have access to "seconds". This entree will be offered in addition to the steak.

**SUNDAY BRUNCH**

The contractor will offer a Sunday Brunch featuring carved meat, such as Roast Baron of Beef, Baked Virginia Ham, Roast Turkey or Corned Beef Brisket. The College would like the Contractor to consider extending Brunch services to the Community on Sundays as a way of encouraging community involvement and fellowship.

**UNLIMITED SERVINGS**

Contract students will have access to unlimited food including salads, vegetables and desserts. All entrees will be dispensed to students in unlimited amounts except on Steak Night.
WEEKLY MONOTONY BREAKER

Contractor will offer weekly monotony breakers, including theme night or display cooking of the Contractor's choice, with college approval.
## Attachment A: COMPANY PROFILE

<table>
<thead>
<tr>
<th>FULL LEGAL NAME OF COMPANY</th>
<th>STREET ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Request or Purchase Order Address</td>
<td>STREET ADDRESS</td>
</tr>
<tr>
<td>REMITTANCE ADDRESS</td>
<td>STREET ADDRESS</td>
</tr>
<tr>
<td>OWNERS, PARTNERS OR PRINCIPAL OFFICERS</td>
<td>TITLE</td>
</tr>
<tr>
<td>Primary Contact Person</td>
<td>TITLE</td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
<tr>
<td>BUSINESS CLASSIFICATION</td>
<td></td>
</tr>
<tr>
<td>( ) SOLE PROPRIETORSHIP</td>
<td>( ) PARTNERSHIP</td>
</tr>
<tr>
<td>TYPE OF BUSINESS (CHECK ALL THAT APPLY)</td>
<td>FEDERAL TAX PAYER I.D. NUMBER</td>
</tr>
<tr>
<td>( ) RETAIL</td>
<td>( ) WHOLESALE</td>
</tr>
<tr>
<td>BROKER</td>
<td>DISTRIBUTOR</td>
</tr>
<tr>
<td>ANNUAL GROSS SALES FOR LAST CALENDAR YEAR</td>
<td>TOTAL NUMBER OF FULL-TIME EMPLOYEES</td>
</tr>
<tr>
<td>MAJOR CUSTOMER REFERENCES</td>
<td>CITY/STATE</td>
</tr>
</tbody>
</table>

(WHO CAN ADDRESS YOUR PERFORMANCE)

ATTACH REFERENCES ON A SEPARATE SHEET

<table>
<thead>
<tr>
<th>NAME OF PARENT COMPANY</th>
<th>STREET ADDRESS OR P. O. BOX</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAJOR PRODUCTS OR SERVICES PROVIDED (Product line sheets may be attached)</td>
<td></td>
</tr>
</tbody>
</table>

( ) YES ( ) NO TO THE BEST OF YOUR KNOWLEDGE, ARE ANY FULL OR PART TIME EMPLOYEES, OWNERS, OFFICERS, DIRECTORS, STOCKHOLDERS, SUBCONTRACTORS, OR MEMBERS OF THEIR IMMEDIATE FAMILY, OF THIS COMPANY MEMBERS OF THE BOARD OF TRUSTEES OR AN EMPLOYEE OF THE COLLEGE. IF YES, ATTACH DETAILS.

( ) YES ( ) NO COMPANY HAS WORKERS COMPENSATION, PERSONAL INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE.

( ) YES ( ) NO UPON REQUEST WILL YOU PROVIDE INFORMATION THAT SHOWS YOUR FINANCIAL AND OTHER RESOURCE CAPABILITIES?

( ) YES ( ) NO CERTIFICATION IS COMPANY CERTIFIED AS BEING A MINORITY OR WOMAN OWNED BUSINESS? IF YES, ATTACH A COPY OF YOUR CERTIFICATION.

TO THE BEST OF MY KNOWLEDGE, I CERTIFY TO THE XYZ COLLEGE THAT THE INFORMATION ON THIS FORM IS TRUE AND ACCURATE.

__________________________________________     ________________________________________     _________________________________
SIGNATURE                PRINTED NAME                OFFICER TITLE

NOTICE: The College is committed to equitable and competitive access to companies that can fulfill our requirements for products and services used in our business activities. However, submittal of this form to the College is not a guarantee that your company will be selected to participate in our business activities. Additional information may be required if your company is selected to provide goods or services.
CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ______ day of ______.

1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. Representative's Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. Responsibility For Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.