



Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937

Competitive Bid
Request for Proposal
This is Not an Order

Café and Catering Services

Date: October 20, 2021
Site Walk-thru: By Appointment
Proposal Due On: November 30, 2021
Return Proposal To: **Brianne Pushor, Director of Operations**
Kennebec Valley Community College
92 Western Avenue
Fairfield, Maine 04937
Telephone: (207)-453-5076
Email: bpushor@kvcc.me.edu

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Competitive Bid Request for Proposal Café and Catering Services

1.0 Introduction

Kennebec Valley Community College (KVCC) is soliciting proposals for a qualified food service provider/operator to provide food services for the Fairfield Campus in Fairfield, Maine.

A detailed explanation of the scope and specifications is contained in **Section 6.0, Scope of Services**. Preference will be given to the proposals conforming to the specifications provided; however, alternate recommendations may be considered. If a vendor chooses to make inquiries on the specifications provided, the rules set forth in **Section 8.0, Interpretation of Contract Documents**, apply. KVCC reserves the right to accept or reject any or all of the proposals received, in part or in whole.

2.0 Background

Kennebec Valley Community College is a comprehensive community college offering technical, career, and transfer education in addition to customized training for businesses and industries in Kennebec, Somerset, Waldo and Knox Counties. The College is located on two campuses in mid-Maine. Its 70-acre main campus in Fairfield, Maine is reached by taking Exit 132 off Interstate 95. The 600-acre Harold Alfond Campus is located seven miles north of the Fairfield campus on U.S. Route 201 in Hinckley, Maine.

3.0 Schedule / Modifications

Description	Day/Date	Time
RFP Issued	October 20, 2021	
Site Walkthrough	By Appointment	
Proposals Due On	November 30, 2021	3:00 P.M. ET
Award Decision & Notification	December 13, 2021	

4.0 Examination of Specifications and Schedule

Each bidder or authorized agent is expected to examine the bid specifications, contract documents and all other instructions pertaining to this RFP. Failure to do so will be at the bidder's own risk, and the bidder cannot secure relief on the plea of error in the bid. KVCC reserves the right to accept or reject any and all bids in part or in whole.

5.0 Submission of Bids

The Proposal, which must be signed by a person having proper authority to legally obligate the offering company, along with any additional supporting material, **must be received no later than November 30, 2021 by 3:00 P.M. (ET)**.

All proposals are to be marked “Café and Catering Services” and mailed to:

Brianne Pushor
Director of Operations
Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937

Proposals may also be e-mailed to: bpushor@kvcc.me.edu, with the subject line “Café and Catering Services”

6.0 Scope of Services

The Scope of Services set forth in this Request for Proposal (RFP) represents an outline of the services the College anticipates the successful proposer to perform and is presented for the primary purpose of allowing the College to compare proposals. The precise scope of services shall be negotiated between the College and the successful Proposer.

6.1 Scope

Supply and delivery of high quality food services that are consistent with the College’s emphasis on excellence in its academic programs and as an organization that provides facilities rentals to community partners.

6.2 Specifications

The following specifications are minimum acceptable requirements. Any specific reference to manufacturer(s) and/or catalog/model/stock numbers provided is to establish the design, type of construction, quality, functional capability and performance level desired. The bidder may offer an alternate product believed to be an equal. Any alternate product(s) bid must be clearly identified by manufacturer and catalog, model or stock number. Adequate detailed specifications of the product offered must be included with your bid to establish equivalency and to ensure that the product being bid meets all specifications:

a. Contract Term

1. KVCC seeks to enter into a contract effective January 1, 2022, with an expected length of three to five years. The contract may be extended on a year-to-year basis as agreed by the parties. The contract can be terminated by either party (except for the provision for operator replacement) in writing at least one full semester in advance.

b. Space, Equipment, and Maintenance

1. The Food service vendor will be responsible for the cleaning and maintenance of the kitchen and dining room. The maintenance of all equipment will be the responsibility of the vendor. The vendor will be responsible for the daily cleaning & sanitization of café tables, chairs and

furnishing in the seating areas, and kitchen/cooking area.

c. Rent, Sale Proceeds, Pricing and Menu

1. No rent will be charged to the vendor.
2. All sales revenue from the operation of the Café belongs to the vendor.
3. The College will require an annual report consisting of a Statement of Revenue for each given year which will be due for submission to the Dean of Finance and Administration by July 15th of each year ending June 30.
4. Price and menu selection shall be kept affordable to maximize student sales and have the approval of the Dean of Finance & Administration prior to the start of each academic year.
5. There must be a breakfast menu with hot and cold foods. There must be a sandwich service and salad service, grilled items, French fries, pizza and grab-&-go items or café items (coffee, soft drinks, sandwiches, packaged salads, muffins, cookies, etc.).

d. Hours of Operation

1. Hours of operation would be not less than Monday through Friday from 7:30 AM to 2:00 PM. In addition, KVCC may seek to extend service hours into the evening (between 5:00 PM and 8:30 PM) to accommodate students and faculty who are on campus during those times. During such extended hours, cold or “grab and go” food only could be served. Hours of operation shall be negotiable with approval of the Dean of Finance and Administration.
2. Dates of operation at a minimum will coincide with the academic calendar to ensure food service availability to the College community and may be adjusted when classes are not in session.

e. Catering for College-Sponsored, or Third Party, Events

1. The College regularly hosts functions on its two campuses that benefit from catering services. The vendor will be given first refusal to provide catering for these various events.

f. Operator Qualifications

The Café Operator is the person or persons who will handle the daily operation of the Café. The Café Operator must:

1. Have a minimum of five (5) years of experience in similar restaurant management and cooking.
2. Provide staffing during peak Café use periods.
3. Satisfy a criminal history, financial records, and related background check.
4. Comply with all laws, ordinances, rules, and regulations of any Federal, State, County or local bureau or department applicable to said food services, the service of meals therein and the administration of food service personnel. The Café Operator shall also abide by the College's Safety Policies and Procedures.

5. Secure and retain all appropriate or required food service licenses or approvals and be willing upon request to obtain a liquor license for use in the catering service.

7.0 Contractor's Insurance

The Contractor shall maintain throughout the term of the agreement general liability insurance to insure against all claims of bodily injury or death, and property damage, arising out of work performed under this agreement. Such insurance shall provide coverage in an amount not less than \$1,000,000 per occurrence and shall list KVCC as an added insured Contractor shall also maintain worker's compensation insurance in amounts required by state law.

8.0 Interpretation of Contract Documents

No oral interpretation will be provided to any bidder as to the meaning of the specifications or other contract documents. Every request for such interpretation shall be made in writing at least three (3) or more days before the proposal due date and submitted to:

Brianne Pushor, Director of Operations
Café and Catering Services
Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937

or via email at bpushor@kvcc.me.edu

Any interpretation made to a bidder will be issued in the form of an addendum to the contract/bid documents which, if issued, shall be sent as promptly as practicable to all persons to whom the specifications have been issued. All such addenda shall become part of the contract/bid documents.

9.0 Bid Review and Evaluation

The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College.

Evaluation Method

- a. Technical ability to meet the outlined specifications
- b. Specification match and variations
- c. Added value features of proposal
- d. Past performance and references

10.0 Preparation of Bids

KVCC seeks the proposal that meets the specifications noted in this RFP. KVCC will review all proposals. The bidder shall include with the proposal any terms and conditions specific to their proposal.

Each valid proposal shall include:

Part A

Narrative, with concrete examples, of how the organization has addressed the requirements listed in **Section 6.0, Scope of Services**. Please respond in the order of listing and limit your answers to no more than one page per item, double spaced, 12 pitch.

Part B

Bidder's Qualifications, including but not limited to:

- a. Operator resume
- b. A copy of business license
- c. A copy of the business's current Certificate of Insurance.
- d. Mission and purpose statement
- e. Most recent annual report
- f. Ownership, years in business, experience in higher education; and
- g. List of colleges and universities served with the client contact name, title, institution, address, telephone, email, and years served.

Part C

Financial Information

- a. Audited financial statements for the most recent two fiscal years.
- b. Evidence of adequate financial resources to purchase inventory and equipment, and to employ adequate staff.
- c. Sample Monthly accounting statements providing for full disclosure to the College.
- d. Proposed cost structure for student meals and for catering and method for establishing each.
- e. A timeline for preparing to operate the Cafe to enable it to open with a full menu by January 10, 2022.

Part D

Administration and Operations

- a. Organizational chart of national, regional, and local management structure. Include all names and titles. Detail the normal pattern and frequency of site visits by each person listed.
- b. Names and resumes of individuals you propose as Manager/Director and the district manager of the College Dining Program.
- c. Organizational chart for the operation. A breakdown of staffing proposed for the account including schedule of labor hours, staff type (management, non-management, and student) and wage / salary rates.

- d. Description of employee training, including new employee orientation, hiring processes, and in-service workshops. Include fringe benefits package, affirmative action and equal opportunity policies, and a copy of any other employee agreements.

Part E

Marketing and promotion

- a. Sample board menus. Include description of your menu cycles, number and type of special services for students.
- b. Example of your catering menu with prices and portions.
- c. Pictures and examples of the range of activities provided under other contracts.
- d. Marketing plan identifying how the operator will inform students and employees of the regular services and daily specials.

Part F

References

- a. Provide at least three solicited and unsolicited letters of reference about the effectiveness and integrity of your work.

11.0 Withdrawal of Bids

All proposals must be valid for at least thirty (30) days after the proposal due date, after which time proposals shall expire unless the proposer had been notified and agrees to an extension.

KVCC reserves the right to modify or withdraw this invitation, to reject any or all proposals, and to terminate any subsequent negotiations at any time. KVCC also reserves the right to choose the proposal that best meets the needs of its facility and training programs.

12.0 Taxation and Compliance

Maine Community College System d/b/a Kennebec Valley Community College is an educational institution organized under the laws of the State of Maine and so its purchase of goods is exempt from state, federal, and local sales and use taxes. The successful bidder agrees to comply with all applicable federal, state and local statutes, laws, codes, rules, regulations, ordinances and orders in the performance of the Contract.

13.0 Prohibited Terms and Conditions

NOTICE TO VENDORS AND BIDDERS: STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS

The following standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of the Maine Community College System (collectively "MCCS"). These terms and conditions derive from the public nature and limited resources of the MCCS. **MCCS DOES NOT AGREE TO:**

1. Provide any defense, hold harmless or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than Maine;
4. Procure types or amounts of insurance beyond those M CCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to M CCS policies of insurance;
6. Pay attorneys' fees; costs, including collection costs; expenses or liquidated damages;
7. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed;
9. Automatic renewals for term(s) greater than month-to-month;
10. Limitations on M CCS' recovery of lawful damages incurred as a result of breach of the contract;
11. Limitation of the time period under which claims can be made or actions brought arising from the contract;
12. Vendor's terms prevailing over M CCS' standard terms and conditions, including addenda; and
13. Unilateral modifications to the contract by the vendor.

BY SUBMITTING A RESPONSE TO A REQUEST FOR PROPOSAL, BID OR OTHER OFFER TO DO BUSINESS WITH M CCS, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between M CCS and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
3. Your entity will not propose to any college or other operating unit of the M CCS any contractual documents of any kind that are not in at least 11-point black font on a white background and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize M CCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless M CCS in any and all legal actions that seek to compel M CCS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between M CCS and your entity.