



**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:	September 8, 2023
Site Walk-thru:	By Appointment (site visit required)
Proposal Due On:	September 29, 2023
Return Proposal To:	Brianne Pushor, Dean of Facilities & 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 to provide café and catering services located at 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 Alford 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	September 8, 2023	
Site Walkthrough	By Appointment	By Appointment
Proposals Due On	September 29, 2023	3:00 P.M. ET
Award Decision & Notification	October 13, 2023	

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 September 29, 2023 by 3:00 P.M. (ET)**.

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

Brianne Pushor
Dean of Facilities & 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

The successful food service vendor shall operate in a manner that provides the best quality food and services at the lowest possible prices. The vendor shall be responsible for all aspects of the program, including preparing and serving food, consumables, supplies, and clean up.

6.2 Specifications

6.2 Specifications

a. Description of Goods and Services

The Vendor shall furnish all food, employees, and operating supplies required for the proper function of food services at the College’s café at the Vendor’s expense. The Vendor shall have all required permits, including but not limited to, building and health permits.

The Vendor shall have full access to and use of the Café kitchen, serving, and dining area, during the time of contract. The kitchen is equipped with equipment. The Vendor shall provide its own point-of-sale system. The Vendor shall provide the College with a detailed list of small wares to be brought on campus for use.

The College shall provide utilities, including but not limited to, electricity, data, water, sewer, HVAC, propane and/or natural gas. The College shall provide two phone lines as part of the College’s phone system.

b. Schedule

Food service shall be provided with the following schedule:

Minimum Dates of Operation

Fall semester: last week of August through 3rd week of December

Spring semester: 2nd week of January through 3rd week of May

2023/2024 Academic Calendar is attached for reference (see attachment A)

Minimum Hours of Café Operation

Monday through Thursday: 7:00 a.m. – 2:00 p.m.

Friday: Optional

c. Café Menu

The College's preferences include for the Vendor to provide one hot entrée at lunch each day, combinations of both grab-and-go and made-to-order meal options, daily salads, and sandwiches.

- i. Breakfast: The following is a sample of the snacks/full course options that the Vendor shall utilize breakfast sandwiches, bagels, fresh muffins, fresh fruit, grab and go yogurt, and coffee.
- ii. Lunch: The Vendor shall prepare at least one hot entrée. The following is a sample of the snacks/full course selections that the Vendor shall utilize soups, hamburger/cheeseburgers with French fries, chicken nuggets, sandwiches, and pre-made salad. Various dessert items are to be available.

d. Campus Catering Services

College personnel may routinely arrange special events on campus requiring catering services. The Vendor is required to provide a formal written quotation to the College's personnel requesting catering services.

The Vendor shall not have an exclusive right to all catering events which may occur at the College. The College reserves the right to seek quotes from other sources for catering events.

The Contractor's catering services much include the following:

- i. A price list for special events and catering, including any services
- ii. Food items, tablecloths, utensils, baskets, plates, decorations, and or beverages in specified quantities, as requested by faculty or staff
- iii. Delivery to specified areas on the College campuses (Alfond and Fairfield)
- iv. Pick up and cleanup of all items required for catering events shall be performed within 30 minutes following the completion of the event if within normal business hours
- v. Cleanup shall include removing food, utensils, and any catering supplies

e. Food Service Staff

The Vendor shall maintain an adequate staff of employees to ensure efficient, satisfactory, and courteous operation of the services and shall provide qualified substitute employees to fill

vacancies as they occur. The Vendor may give consideration to students when employing part-time staff.

The vendor is responsible for payroll, payroll system costs, and employee benefits.

Vendor's employees are solely in the Vendor's employ and shall not be considered employees of the College in any respect.

Vendor and its employees shall adhere to the College's policies.

- i. Policy on racism and acts of intolerance
- ii. Policy against sexual harassment
- iii. Ethical conduct policy
- iv. Policy on violence prevention and response
- v. Maine's drug-free workplace policy
- vi. Tobacco-free facility
- vii. Security rules

f. Food preparation, Food areas, and Equipment

Food shall be prepared in compliance with applicable State of Maine Health Code Standards for food services sanitation and hygiene. All food shall be served and stored in compliance with applicable State of Maine Health Code Standards.

The Vendor shall have a qualified Food Operator onsite and on staff in accordance with the Maine Public Health Code. The Vendor shall not provide or distribute any alcoholic beverages to the College under this permit.

Routine maintenance of College owned equipment shall be the responsibility of the College. The Vendor shall not dispose of any of the equipment provided by the College unless given explicit written approval. All deliveries of equipment, supplies, etc. must be made directly by the Vendor.

g. Rent, Sales, Taxes

1. No rent will be charged to the vendor.
2. All sales revenue from the operation of the Café belongs to the Vendor.
3. Vendor is responsible for bill paying and accounting, including sales tax collection, reporting and payment for merchandise sold.
4. Vendor is responsible for any and all taxes and assessment imposed upon it in connection with operation of the Café including, but not limited to, sales tax, payroll taxes, and federal, state and local income taxes.

h. 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, Dean of Facilities & 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.

1. Evaluation Method (update as needed)
 - a. Technical ability to meet the outlined specifications
 - b. Specification match and variations
 - c. Added value features of proposal
 - d. Past performance and references
 - e. Cost of base proposal
 - f. Rates for additional labor and equipment
 - g. Price of additional services

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 point.

Part B

Bidder's Qualifications, including but not limited to:

- a. Operator résumé
- 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

Part C

Financial Information

- a. 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 October 23, 2023.

Part D

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. Marketing plan identifying how the operator will inform students and employees of the regular services and daily specials.

Part E

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 MCCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to MCCS 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 MCCS' 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 MCCS' 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 MCCS, 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.