

KEY DATES AND INFORMATION

PROJECT NAME: FOOD SERVICE PROPOSAL

SCOPE OF PROJECT: Provide food services at Independence Community College

TERM OF AGREEMENT: The term of the contract will be for a minimum of five (5) years, beginning on or about August 1, 2025

PROPOSAL SUBMITTAL DEADLINE: December 2nd, 2024, at 5:00 p.m.

PROPOSAL DELIVERY LOCATION: Independence Community College
Attn: Dr. Jonathan Sadhoo
1057 W. College Ave.
Independence, KS 67301

CONTRACT AWARD DEADLINE: February 7, 2025

COMMENCEMENT OF SERVICE: August 1, 2025

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. Jonathan Sadhoo, IN WRITING VIA E-MAIL AT jsadhoo@indycc.edu or fax at 620-331-5344

DEFINITION OF TERMS

1. The term “College” hereafter refers to Independence 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 “subsidy” shall be defined as additional financial benefits paid to the College per month to support equipment repair/replacement, administrative support, overhead contributions and other College support.

GENERAL INFORMATION

1. **RFP:** Independence Community College, (ICC), 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 5:00 pm, CST, Monday, December 2nd and should be mailed, emailed, or delivered to:

Independence Community College
Food Service RFP/Dr. Jonathan Sadhoo
1057 W. College Ave.
Independence, KS 67301

Five (5) copies of the proposal are required. Each copy of the proposal should be bound in a single volume

This RFP does not commit ICC to award a contract or to pay any costs incurred in the preparation of a proposal. ICC 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 ICC.

Prices submitted on the Proposal shall be considered an irrevocable offer for a period of ninety (90) days from the date of the Proposal opening and may not be withdrawn during that period without the written consent of the College.

2. Presentation: 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 President 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.
3. Terms of the Contract: The initial term of the contract shall be for a minimum of five (5) years, extending from August 1, 2025 through July 31 of the final year of the contract. The contract may be renewable annually thereafter by mutual consent.
4. 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.
5. 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.
6. 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.
7. Proposal Costs: The Contractor must bear all costs associated with the preparation of the proposal and of any visits and presentations requested by ICC.
8. 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 ICC, be rendered unresponsive.
9. 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.
10. 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.
11. Addenda to RFP: Any addenda to this RFP will be provided in writing to all Contractors who received the original RFP.
12. Proprietary Information: Commercial or financial information obtained in response to this RFP will be part of the public record. All Contractors must visibly mark 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.
13. 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.
14. 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.

15. Bidders are encouraged to be innovative in their proposals. Ideas that may lead to enhanced operations and reduced costs will be welcomed, even though specific condition may not be addressed in the RFP.
16. Financial proposal. Contractors may include a financial proposal that includes purchasing of equipment or upgrading campus kitchen or dining facilities.
17. The Contractor will arrange a campus visit to one of their existing accounts for the entire College Food Service selection committee. Date and time will be set as to accommodate schedules of all persons involved.

COLLEGE FACTS

Independence Community College (ICC) is a two-year educational institution accredited by the Higher Learning Commission. It was established in 1925 as grades 13 and 14 of the Independence public school system. In 1967, Independence Community College legally separated from the school district. Construction of the new community college on a 68 acre campus, formerly the Independence Country Club, began in 1969. Classes at the new site began in September 1970. ICC campus is now home to the Academic Building, Fine Arts Building, Student Union, Cessna Learning Center, Field House, Administration Building, [William Inge Center for the Arts](#), fitness center, athletic practice fields, disc golf course, 96-bed multi-structure living complex, and a 200 bed [residence hall](#).

By renovating a donated building, in 2010, we expanded our college to include ICC West (2615 West Main Street). This campus is located on the west side of Independence and is home to our technical programs: Allied Health, Cosmetology, and GED/ABE. Additional renovations were completed in 2012 to accommodate our newest program, Veterinary Technology. This state-of-the-art facility includes animal wards, a classroom, lab, surgery, pharmacy, prep room, small animal treatment, food prep, grooming, and radiology.

ICC also maintains presence downtown by partnering with the Independence Business Resource Center.

Currently, our educational and support programming includes 35 [programs of study for Associates of Arts and/or Science degrees](#), 11 [programs of study for Certificate completion](#), [Student Support Services](#), [Upward Bound](#), men's and women's athletic programs, and a variety of [campus organizations and activities](#).

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, and on Saturday and Sunday before brunch, during the normal school year. Desired hours of service are:

Cafeteria

Monday – Friday

Breakfast	7:30 a.m. - 9:00 a.m.
Continental Breakfast	9:00 a.m. – 9:30 a.m.
Lunch	10:45 a.m. - 1:15 p.m.
Dinner	5:00 p.m. - 7:30 p.m.

Saturday

Continental Breakfast	10:00 a.m. – 11:00 p.m.
Brunch	11:00 a.m.-12:00 p.m.
Dinner	5:00 p.m.- 7:00 p.m.

Sunday Buffet

Continental Breakfast	10:00 a.m. – 11:00 p.m.
Open to the public and Students on the board plan	11:00 a.m. -1:00 p.m.
Dinner	5:00 p.m.- 7:00 p.m.

The Food Service Agreement for the 2025-26 school year will be based on 234 days.

RESIDENT STUDENTS

The College offers one (1) meal plan to resident students; 19-Meals per week plan. Students who live off campus are not required to purchase the meal plan but are given an option of a la carte pricing.

	2024-25 Rates	2023-24 Plans Sold
Board Plan		
19 Meal Plan	\$1,700/semester	323

Punch ticket

10 meal punch ticket provided by Contractor	\$65/ticket
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CASUAL MEAL RATE

The casual meal rate applies to the nonresident students, faculty, staff, and general public.

COURTESY MEALS

At all regular boarding meals, there shall be no charge to the college's President, Board of Trustees, or any member of the President's Cabinet. Members of the Facilities staff are granted one regular meal per working day.

SUMMER SESSIONS AND EARLY ARRIVAL FOR ATHLETIC TRAINING

It may be necessary to have meals available for summer session students and/or early arriving athletes. The College is willing to pay the successful bidder a negotiated fee to offset the operational costs for the summer/early arrivals as they are typically low volume serving days.

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.

The Contractor must coordinate all catering events with the College to avoid scheduling conflicts with the use of the facilities.

CONCESSIONS AND VENDING

All concession stand and vending proceeds are the property of the College.

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.

PRESIDENT'S FUND

Contractor will provide the President of the College with an annual catering credit of at

least Three Thousand Five Hundred Dollars (\$3,500.00). This fund shall be utilized at the sole discretion of the President, 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 serving area and in the dining room and made available to the campus web.
2. Menus should be submitted two weeks in advance for review by the **President's Cabinet** for approval. (No cycle menus) 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 dishes, paper waste 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 Vice President of Student Affairs 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.
8. There will be no food service during regularly scheduled recesses, unless scheduled in advanced, as called for by the College Calendar, such as Winter 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. Special request for menu items made by the Residence Life Council will be honored to the extent they are reasonable requests.
12. The menus will consist of a main line, a healthy choice, and a sandwich bar with various daily options. The healthy choice menu must meet government guidelines for heart healthy menus. <http://www.diet.com/g/healthy-heart-diet>.

MENU PROGRAM

Menus shall be submitted to the college two (2) weeks in advance of use by Contractor. The menus 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.

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.

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.

A Cereal Bar must be available at all meals. A Deli Bar must be available at lunch and dinner, as well as soup when in season.

During the lunch and dinner meal, a Deli Bar, soup, a Pizza Buffet and a Quick Bar with hot food items such as hamburgers and pasta.

Soft serve ice cream with various toppings 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 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 the Vice President of Student Affairs and student groups to maintain a viable program to fit a variety of menu needs including vegetarian choices.

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. Date to be determined by college.

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, Chicken Tenders or Cornish Game Hen 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 BUFFET

The contractor will offer a Sunday Buffet featuring carved meat, such as Roast Baron of Beef, Baked Virginia Ham, Roast Turkey or Corned Beef Brisket. Buffet is open to the public. Table cloths will be used in the dining area. The contractor will market and advertise the buffet in the local paper and on the local radio stations.

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.

MONOTONY BREAKER

Contractor will offer monotony breakers, including theme night, Guest chefs or display cooking of the Contractor's choice, with college approval. Decorations and music as appropriate.

ATHLETIC/ACTIVITIES SERVINGS

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 quality "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, table wiping and mopping of the floors in the dining area after each meal or Food Service catered event in the dining area.
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 only employees acceptable to College.
6. Submit menus for review and publication by such persons designated by College at least two weeks 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, and all areas clean and sanitary.
12. Remove garbage and trash from building to receptacles provided.
13. Contractor will provide staff to run the register and be responsible for accountability of students/customers swiping cards or paying cash. Students will be responsible for having an ICC issued student ID or a valid photo ID along with their student ID number.
14. Contractor will treat all customers with respect and professionalism. Minor disciplinary issues within the dining area will be handled by contractor. Disciplinary issues of a more severe nature need to be reported to the Vice President of Student Affairs and/or security personnel.
15. The Contractor and all employees will take a “team approach” with Independence Community College staff members and students. The Contractor will demonstrate their willingness to support the Colleges mission, activities and programs at the College.
16. Deviation to serving times or location must be communicated to the students in a timely and appropriate manner by contractor.
17. Contractor will work with local vendors and if pricing allows, will purchase products from local companies.

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. Labor-including all personnel who are directly involved with the food service operation
4. Uniforms
5. Table linen
6. Long distance charges occurred by Contractor
7. Printing and office supplies
8. Printing and selling of 10 meal punch tickets.
9. Flowers and centerpiece items
10. Bookkeeping and payroll preparation
11. Licenses and permits required by law, regulation or ordinance
12. Health examinations for all employees as required by law, regulation, ordinance or contractor policy
13. Paper cups and related supplies
14. 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.
15. 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.

16. Provide and maintain during the entire term of this agreement Workmen's Compensation insurance for its employees as stated in the section titled Insurance.
17. Supplies-including cleaning and disinfectant supplies used for the kitchen, dining, and dish room areas.

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 and kitchen area. This service will be on an annual basis and not daily or weekly.
3. Office space to include desk, chair, and cash register, and internet service. 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 and chairs.
6. Painting and redecorating, as required and within approved budget limits

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

1. Kitchen serving equipment repair and maintenance
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 Student 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 male 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 Physician Assistant.
 - 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.
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 (provided by Contractor); none will be overflowing and will be kept scrubbed and clean.
 4. The receiving dock will be clean, sanitary and will be free from flies and derbies.
 5. All food in the walk-in refrigerators and freezers will be covered with plastic wrap or aluminum foil and dated.
 6. Walls, ceilings, windows, ducts, fan blades and screens will be kept clean and free from dirt, dust and grease.
 7. Floors will be cleaned by sweeping and mopping.
 8. Steam tables, coffee urns, griddles, condiment tables, etc., will be cleaned at least daily.
 9. Kitchen tables, meat grinders, knives, etc. will be cleaned and sanitized after each use.
 10. Dining room tables, beverage counters and salad bars will be constantly wiped and kept in spotless condition throughout each meal.
 11. 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 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. Contractor will provide a copy of worker's compensation insurance to the College at the beginning of each contract year.
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 President, in writing, on or before January 1, of any recommended changes in prices for the following academic year. **Increases must not exceed the annual CPI index for food prepared away from home by more than .5 %. Approval of such requests for increases allowed above percentage 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 President no later than March 1, for implementation at the beginning of the fall semester.

3. The Contractor is expected to pay a commission on gross cash and catering sales. Bidders will propose commission rates as follows:
 - i. % of Cash Sales
 - ii. % of Catering Sales
4. The College requests a monthly subsidy for use of facilities and Residence Life board plan.
5. The Contractor may offer to make a capital investment in the facility to be amortized over the life of the contract.
6. No charge will be made to the College for meals consumed by Contractor employees.
7. The Contractor will be responsible for collection and payment of any required sales taxes.
8. 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.
9. 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 President prior to the disposition or declarations 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 a 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 Independence 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 five (5) years and renewable thereafter annually by mutual consent.
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 four (4) weeks of menus which include a main line, healthy choice, and sandwich bar. (No cycle menus) 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. The proposal will list all items to be baked on campus and will list any exceptions.
4. The proposal must provide a sample catering catalog or guide with suggested menus and prices.
5. 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.

PROPOSAL REQUIREMENTS

- Five copies are required. Each copy bound in a single volume.
- Contract date: August 1, 2025- July 31, 2026

Please provide the following:

- Meal cost
 - 19 meal plan

364 +	_____
359	_____
354	_____
349	_____
344	_____
339	_____
334	_____
329	_____
324	_____
319	_____
314	_____
309	_____
304	_____
299	_____
294	_____
289	_____

 - Casual meal rates

 - Breakfast

 - Continental breakfast

 - Lunch

 - Soup and salad only

 - Dinner

 - 10 meal punch ticket

 - Off campus meal plan

5 meals per week	_____
10 meals per week	_____

 - Commission rates

Catering sales	_____	%
Casual sales	_____	%
Subsidy	_____	

Please include the following in this order:

- A sample of four (4) weeks of menus: including main line, healthy choice and sandwich bar options, salad bar items, fresh baked items, special events and activities. Also include a plan for special diets, carry out meals, and reciprocal meals with other accounts held by Contractor.
- A description of cost savings programs implemented at other institutions by Contractor.
- A description of any capital investment plan you may wish to offer.
- 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.
- Contractor's cost current, certified year-end balance sheet and income statement.
- An organizational and staffing chart.
- The history of any past relationship with the College.
- Any suggested changes in existing building décor, service options and equipment.

Please provide the following:

- Location of the nearest account to the College: _____
- Location of the nearest comparable account in size and scope to the College: _____
- Suggested location of on site visit to existing Contractors account for Food Service Contractor selection committee: _____
- A catering cost guide.

COMPANY PROFILE

FULL LEGAL NAME OF COMPANY		STREET ADDRESS	
BID REQUEST OR PURCHASE ORDER ADDRESS		STREET ADDRESS	
REMITTANCE ADDRESS		STREET ADDRESS	
OWNERS, PARTNERS OR PRINCIPAL OFFICERS		TITLE	
PRIMARY CONTACT PERSON		TITLE	
TELEPHONE NUMBER		Email Address:	
BUSINESS CLASSIFICATION		YEAR ESTABLISHED/INCORPORATED	
<input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION			
TYPE OF BUSINESS (CHECK ALL THAT APPLY) <input type="checkbox"/> RETAIL <input type="checkbox"/> WHOLESALE <input type="checkbox"/> SERVICE <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> MANUFACTURING <input type="checkbox"/> FRANCHISE <input type="checkbox"/> BROKER <input type="checkbox"/> DISTRIBUTOR		FEDERAL TAX PAYER I.D. NUMBER	
ANNUAL GROSS SALES FOR LAST CALENDAR YEAR	TOTAL NUMBER OF FULL-TIME EMPLOYEES		
MAJOR CUSTOMER REFERENCES	CITY/STATE	CONTACT NAME & TITLE	TELEPHONE NUMBER ANNUAL
(WHO CAN ADDRESS YOUR PERFORMANCE) <h3 style="text-align: center;">ATTACH REFERENCES ON A SEPARATE SHEET</h3>			
NAME OF PARENT COMPANY		STREET ADDRESS OR P. O. BOX	
MAJOR PRODUCTS OR SERVICES PROVIDED. (Product line sheets may be attached)			

<input type="checkbox"/> YES <input type="checkbox"/> 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.
<input type="checkbox"/> YES <input type="checkbox"/> NO	COMPANY HAS WORKERS COMPENSATION, PERSONAL INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE.
<input type="checkbox"/> YES <input type="checkbox"/> NO	UPON REQUEST WILL YOU PROVIDE INFORMATION THAT SHOWS YOUR FINANCIAL AND OTHER RESOURCE CAPABILITIES?
<input type="checkbox"/> YES <input type="checkbox"/> NO CERTIFICATION	IS COMPANY CERTIFIED AS BEING A MINORITY OR WOMAN OWNED BUSINESS? IF YES, ATTACH A COPY OF YOUR

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.

Attachment: B

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

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. 1-01), 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 _____, 20____.

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.
2. **Agreement with Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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. Parties to this contract understand that 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, and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State 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 vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."