Vendor Questions & Answers on Dining Services Consulting RFP

1. Regarding the requirement on Pg. 8 for Errors and Omissions Insurance in the amount of $2 million. Our firm has professional liability insurance in the amount of $1 million per claim and as an aggregate (total) amount. Will this coverage be sufficient in order to submit a proposal?

**ANSWER (in two parts):**

A. A firm does not 'have' to have any level of insurance to submit a proposal. Only the 'Selected Firm' (i.e. the firm that receives the award from this solicitation) needs to eventually have the mutually agreed upon insurance. Actual possession of the insurance at the time a firm submits a proposal is not required (a firm can obtain it down the road - if a firm is chosen as the 'Selected Firm')

B. The University's insurance requirements are part of the 'preferred' terms and conditions (hence the reference to 'requirement' in the question is somewhat misplaced, and were established in advance of the issuance of the RFP by the University's Risk Management Department. Firms may suggest alternatives. Of course, any alternatives would need to be run past Risk Management for approval (and it would seem unlikely that Risk Management would approve coverage at only 50% of what Risk Management originally choose to include).

2. With respect to RFP page 4, section A.3 – “Review all aspects…” Are concepts, design, and equipment also to be reviewed? If yes, at what level? (from high overview to detailed long term investment).

**ANSWER:** The Selected Firm will evaluate the dining concepts currently being offered on Grounds. It is anticipated that the assessment will be focused on food offerings and will most like not include design layout or equipment.

3. With respect to RFP page 4, A.6 – Once the executive summary report is issued, is it UVA’s intent to give the incumbent operator an opportunity for improvement prior to the RFP being issued?

**ANSWER:** The existing Agreement between the University and its incumbent vendor reaches its final terminus in 2014. If deemed to be plausible over the remaining term of the current Agreement, the incumbent may be given an opportunity for improvement. However, the term of the current Agreement will not be extended, and an RFP will be issued regardless.
4. With respect to RFP page 5, C.2 – “Facilitate Committee”: Can you expand on the structure, number and size of committee (s) at this time? If not, please indicate this is not known at this time.

**ANSWER:** This information is not known at this time.

5. With respect to RFP page 6, IV.4 Are the reimbursable expenses to be a separate line item or included.

**ANSWER:** The format of how a firm submits its financial proposal is up to each firm. That being said, if the University were to express a preference, the University would prefer that firms break out their reimbursable expenses (for easier comparison).

6. With respect to RFP page 6, IV.7 “…which the firm has signed a term contract.” We are happy to provide work references. Can you please offer your definition of a “term contract.”

**ANSWER:** The University envisions the phase ‘term contract’ to mean an on-going contractual relationship with a ‘term’ associated with it; i.e. a start date and an end date. This would generally be associated with an on-going relationship between a firm and its customer; something more substantial than a one-time only project.

For example, in this RFP the University has proposed a ‘term’ of “five years, with the ability to renew on the same or similar terms and conditions, for two additional one-year periods” as the proposed length of the overall contractual relationship with the Selected Firm. While the initial direct consulting associated with the specifics of this RFP should not take 5+ years, the 5+ year ‘term’ of the resulting Agreement would allow the University to engage the Selected Firm again in the future without having to seek additional competition. This presents a distinct competitive advantage to the Selected Firm.