Request for Proposal

eCommerce Catering Concierge

June 18, 2013

Important Dates
Pre-Proposal Conference:  
10:00 a.m. EST on Monday – July 1, 2013

Deadline for Receipt of Proposals:  
3:00 p.m. EST on Thursday – July 11, 2013

A VASCUPP Member Institution  
Issued by  
Procurement and Supplier Diversity Services  
Charlottesville, Virginia
I. GENERAL INFORMATION

Request for Proposal ("RFP") Name: eCommerce Catering Concierge

RFP Number: #FF061813

Issue Date: June 18, 2013

Brief Description: The University of Virginia ("University"), and its Procurement & Supplier Diversity Services Department ("PSDS"), seek a qualified firm (or firms) to provide eCommerce related services for the University's catering transactions.

Pre-Proposal Conference: An optional Pre-Proposal Conference will be held on Monday, July 1, 2013 at 10:00 a.m. EST at Carruthers Hall – FinAdmin Conference Room E, Charlottesville, Virginia (map may be viewed at this web site: [http://www.virginia.edu/Map/](http://www.virginia.edu/Map/)). The purpose of the Pre-Proposal Conference is to allow potential interested parties the opportunity to present questions and obtain clarification relative to any facet of this RFP. While attendance at this conference will not be a prerequisite to submitting a proposal, interested parties who intend to submit a proposal are strongly encouraged to attend. Bring a copy of the solicitation with you.

Firms planning to attend the Preproposal Conference should notify Rebecca Sims by email [pur-rfp@virginia.edu](mailto:pur-rfp@virginia.edu) no later than 4:00 p.m., EDT on Thursday, June 27, 2013 of the names, titles, and phone numbers of the individuals who will attend. Firms traveling to Charlottesville can go to the following website for travel arrangement assistance: [http://www.virginia.edu/placesstostay/](http://www.virginia.edu/placesstostay/)

Proposal Due Date: 3:00 p.m. EST on Thursday –July 11, 2013

Firms will send one original electronic copy their proposal(s), formatted in formatted in Microsoft ("MS") Word or as a Portable Document Format ("PDF") file, to the e-mail address listed in the contact information box below. The University reserves the right to reject proposals received after the stated due date and time.

Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the firm seeks protection from public disclosure must be clearly identified by the specific page and section number in the proposal and accompanied by a suitable justification requesting non-disclosure.

Oral Presentations/Negotiations: Oral presentation and negotiation sessions, involving two or more firms, may be required after written proposals are received by the University. If the University requires such a session, PSDS will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. Oral presentations/negotiations sessions are tentatively scheduled for Friday, August 9, 2013.

Expected Award Date: September 15, 2013

Term of Agreement: The term of a resulting Agreement or Purchase Order will be for five years, with the ability to renew on the same or similar terms and conditions, for two additional one-year periods if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will
mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

REFER QUESTIONS TO THE ISSUING OFFICE:

UNIVERSITY OF VIRGINIA
Department of Procurement & Supplier Diversity Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202
Attention: Frank F. Fountain
Email: fff3x@virginia.edu

NOTE 1: If RFP proposal is sent U.S. Postal Service, use the P. O. Box. The University does not take responsibility for lost or misdirected mail.

NOTE 2: During the RFP process, all communication must be directed to the buyer listed above, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Les Haughton, Director Supplier Diversity, at (434) 924-7174 or SWAM@virginia.edu. Any failure to adhere to this requirement may result in the rejection of the firm’s proposal or cancellation of the RFP.

This RFP has been posted on Procurement and Supplier Diversity Services web site for your convenience. Addenda and attachments are posted if issued. The RFP can be downloaded at this web site: [http://www.procurement.virginia.edu/pagerfp](http://www.procurement.virginia.edu/pagerfp). It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed above. Additional information can be found on Procurement and Supplier Diversity Services web site: [http://www.procurement.virginia.edu](http://www.procurement.virginia.edu).

For ease of reference, each firm or individual receiving this RFP is referred to as a “firm” and the firm or individual selected to provide services for the University is referred to as the “Selected Firm.” This RFP states the instructions for submitting proposals and the procedure and criteria by which a firm may be selected.

### II. SCOPE OF GOODS & SERVICES

The University, via PSDS, seeks a qualified firm (or firms) to provide eCommerce related services for the University's catering transactions. It is the University's intent to enter into an Agreement with the Selected Firm (or Firms) to include those goods and services necessary to help the University achieve its goals as outlined in this RFP. Please note that the University is open to alternate concepts that firms may wish to propose, and strongly encourages firms to propose effective alternatives that may efficiently address the University's goals for this RFP.

The University's current guidelines/expectations are as follows:

A. **Vendor Singularity**

   The Selected Firm would preferably be the single fiscal conduit for catering related POs. The University's thought process is that University POs would be issued to the Selected Firm, and the invoicing/payment relationship would be between the University and the Selected Firm directly. The Selected Firm would engage caterers as approved subcontractors and handle the fiscal nature of that relationship separately and independently from the University.
While the nature and pricing of catering menu items is such that catering menu pricing is generally quite different from one caterer to another, the University would like to see the Selected Firm standardized some facets of the relationship; such as:

1. A standard transactional dollar level above which the University will not pay a delivery fee;
2. For transactions under that dollar level, if the caterer is going to charge the University a delivery fee (which is optional on a caterer by caterer basis – no caterer is required to charge such a fee), that fee should be standardized;
3. Other than the potential delivery fee, no other miscellaneous fees or charges;
4. That the Selected Firm's catering subcontractors maintain minimum insurance specifications (as detailed in this RFP);
5. Standardized pricing (or at least standardized "maximum" pricing) for catering related staffing charges;
6. Standardized pricing (or at least a standardized concept) regarding catering related equipment rental charges;
7. A standardized minimum discount percentage off a caterer's existing catering/traditional menu pricing; and
8. Coordination of any University-required business practices and expectations put in place with respect to catering or caterers.

B. eCommerce Functionality
Providing a suitable mechanism for eCommerce efficiency is crucial to achieve the goals associated with this RFP. The University currently maintains an e-commerce platform, the UVa Marketplace (the “Marketplace”), which is operated via the University’s chosen e-commerce platform vendor (currently SciQuest). The Selected Firm should be capable of implementing the following eCommerce functions:

1. A SciQuest eCommerce catalog – specifically, due to the nature of this commodity, a University-specific "punchout" catalog that coordinates seamlessly with the University's SciQuest platform;
2. The ability to effectively feature the authorized catering subcontractors within the Selected Firm's punchout catalog, to include the authorized catering subcontractors' University-priced catering/standard menu offerings;
3. The potential ability to have a punchout within a punchout for those caterers that may already have an existing eCommerce presence (i.e. pizza delivery caterers for example);
4. A customized quote feature in the punchout catalog offering (catering results in many customized quotes – the Selected Firm's eCommerce capability should include a method of capturing these customized quotes within the eCommerce business environment);
5. Electronic receipt of University POs (with the Selected Firm then communicating those orders to the appropriate authorized catering subcontractor);
6. Electronic Invoicing submission upon provision of the goods and services [Please Note: "Electronic Invoicing" is defined as a University-approved methodology for automated University receipt and entry of invoices. Simply delivering copies of invoices via facsimile transmission or e-mail is not considered to be "Electronic Invoicing" for the purposes of this RFP];
7. Receipt of the subsequent University payment via a University approved method of electronic payment; and
8. Compliance Functionality:
Currently the University requires audit related functionality on catering transactions on a post transactional basis. This means that University departments are to maintain proper
approvals for meal related expenses (the term "meal related" referring to all applicable meals – catering, business meals, day-trip meals, meals during overnight travel, etc.) per University policy [Link: http://www.procurement.virginia.edu/pagetravelbasics], and then provide those approvals as requested after a transaction has occurred. Firms should address the potential for a pre-transactional approval process as part of the eCommerce functionality related to catering meals. This could include functionality for the following be maintained/occur with respect to each catering transaction:

a. Purpose of the meal;
b. Number of people attending;
c. University funding source/type for the catering event (State, Grant and/or Local);
d. Provide certain limitations based on the funding type (i.e. alcohol should not be part of State and Grant funded meals); and
e. Ensure limits and approvals are in place as defined by the University.

C. Small, Women-owned and Minority-owned ("SWAM") Certification and Coordination Coordination with SWaM certification, via the Commonwealth of Virginia's Department of Minority Business Enterprise ("DMBE") [Link: http://www.dmbe.state.va.us/] is an important factor for this RFP. The catering industry is heavily populated with SWaM vendors, and the expectation of the University is that SWaM vendors are effectively represented by the Selected Firm (an especially important factor if the Selected Firm itself is not a SWaM certified firm). This coordination should include:

1. Management of each authorized catering subcontractor's SWaM certification status along with assistance in monitoring and coordination of each authorized catering subcontractor's registration with DMBE (and/or other DMBE approved certification bodies);
2. A plan for SWaM coordination that goes beyond the authorized catering subcontractor; for example, how is the Selected Firm going to assist in greater utilization of additional SWaM certified foodservice distributors, farmers, ranchers, artisanal producers and other providers of goods and services to the catering industry?
3. A method of displaying each applicable authorized catering subcontractor's SWaM status within the Selected Firm's eCommerce punchout catalog; to include some degree of prioritization of SWaM certified firms (versus those firms that are not SWaM certified).

D. Financial Considerations
The University does not expect to pay the Selected Firm anything for this opportunity (beyond payment for the catering services themselves).

1. Presumably, in order to fund the services being provided as part of this relationship, the Selected Firm would receive some type of funding from the authorized catering subcontractors themselves. Each firm should provide thorough details of how the proposed funding system will work.
2. There are University-related costs associated with SciQuest catalog implementation (along with general marketing considerations for SciQuest placement), and the University's expectation is that the Selected Firm will compensate the University for these considerations. Firms should propose financial models on how the University would benefit financially from choosing the firm to be the Selected Firm. This could include flat annual fees, early payment discounts, back-ended rebates, other concepts and/or any combination thereof.
E. How Caterers Will Benefit from Involvement with the Selected Firm

Successfully engaging a diverse array of authorized catering subcontractors will be very important to the success of this endeavor (and firms should include in their proposals any existing relationships they have with catering subcontractors). Presumably, there is somewhat of an existing benefit being put forth by the Selected Firm in a.) taking over the PO/invoicing/payment process, b.) assisting with the authorized catering subcontractors' DMBE-SWaM certification process (which in turn provides greater SWaM marketing exposure to authorized catering subcontractors across Virginia), and c.) removing the need for the catering subcontractor to register with eVA. With that in mind, what additional benefits can each firm provide to potential catering subcontractors if the firm is chosen to be the Selected Firm? For example:

1. Other cross-marketing functionality beyond the University (into other similar relationship with large customers like the University, other non-University Charlottesville business opportunities, other non-Charlottesville based opportunities, etc.);
2. Product delivery assistance (or augmentation) for those potential catering subcontractors that either do not currently have delivery capability or could occasionally use delivery support beyond their existing capabilities; thus allowing them to expand their potential capabilities;
3. Collaborative procurement benefits that the firm can provide to potential catering subcontractors. The Selected Firm will be in a unique position to provide additional benefit for is potential catering subcontractors thru collaborative procurement; thus potentially providing a level of fiscal benefit to their independent potential catering subcontractors that is generally reserved more for multi-unit chain operations. The firm could proactively engage third parties to provide potential catering subcontractors with more effective sourcing solutions on such things as:
   a. Credit card merchant transactions fees;
   b. Cooperative insurance rates (for healthcare, workman's comp, commercial, dram shop, etc.);
   c. Food and beverage transactions;
   d. Routine non-food transactions (i.e. uniforms, smallwares, printing, web design services, etc.);
   e. Facility maintenance and repair (i.e. hood cleaning, equipment repair, waste disposal, etc.); and
   f. Large equipment purchasing assistance.
4. Any additional benefits the firm could provide potential catering subcontractors.

Ideally this concept should be a win-win-win relationship for the University, the Selected Firm and the authorized catering subcontractors. Each firm should not only articulate its justification for the funding it anticipates drawing out of the transaction (funding that presumably will be coming from the potential catering subcontractors), but how the potential catering subcontractors will actually see an overall positive benefit (financially) for engaging the firm with respect to this project.

III. BASIS OF SELECTION

Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. The University will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:
1. The firm's plan to provide the University with the products as described in the Scope of Good and Services section;
2. The firm’s experience in providing Goods and Services similar to those described in this RFP, to include the firm’s references from clients;
3. The firm’s price proposal; and
4. The firm’s SWAM business status and/or the firm’s plan for utilization of SWAM businesses.

Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Les Haughton, Director of Supplier Diversity, at (434) 924-7174 or lh7sn@virginia.edu. For more information about SWAM and the University’s SWAM plan, please see the letter in Attachment 1 and refer to the following site: www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf

### IV. CONTENTS OF PROPOSAL

Proposals will be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis will be on completeness and clarity of content, and will be organized in the order in which the requirements are presented in the RFP.

Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of a firm’s lack of cost consciousness.

Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

Firms should provide the following information:

1. A detailed description and the full specifications of the product/equipment proposed. Each firm will indicate in its proposal the firm’s ability to achieve/comply with each specification. In the event that the firm wishes to propose an alternate specification that, in any way, differs from the above specifications, the firm will detail the proposed change(s) and how the proposed change would compare to the listed specification. Proposals will be formatted in such a way to address each of the above specifications in a line-by-line process.
2. A brief history of the firm and its experience, qualifications and success in providing the type of product requested.
3. The estimated ship date of the product from the time of the order (i.e., 10 wks after order)
4. Information on the warranty associated with the product the firm is proposing and any extended warranty (include the price) that might be available.
5. The firm’s proposed price / fee for providing the Goods and Services, to include shipping charges (the University’s shipping terms are FOB Destination).
6. At least three references where similar goods and/or services have been provided. Include the name of the firm / organization, the complete mailing address, and the name of the contact person and telephone number.
7. The firm’s SWAM businesses status and/or how the firm intends to utilize SWAM firms in regards to this particular procurement.
8. Provide a list of institutions of higher education with which the firm has signed a term contract.
9. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at [https://vascupp.org](https://vascupp.org).

10. Complete and return the information requested in Attachment 2, Firm Information.

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**Virginia Freedom of Information Act**

Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary information redacted.

*If all of these requirements are not met, then the firm’s entire proposal will be available for public inspection.*

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**V. TERMS AND CONDITIONS**

This solicitation and any subsequent award are subject to:

- The Selected Firm registering as a vendor with the University of Virginia. [https://www.procurement.virginia.edu/pagevendorregistrationform](https://www.procurement.virginia.edu/pagevendorregistrationform)

- Unless otherwise deemed appropriate by the University, the Selected Firm(s) will enroll in one of the University approved methods for receipt of electronic payments. Accordingly, the Selected Firm agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.


*Note:* Unless a firm expressly and specifically states its exception to any of the Preferred Provisions in its written proposal, then the proposal from the firm will automatically be deemed to include those Provisions.
VI. OTHER INFORMATION

Additional Preferred Contractual Provisions:

A. Insurance

Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be its limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

Commercial General Liability:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence and a $2,000,000 aggregate with coverage for the following:

- {X} Premises/Operations
- {X} Products/Completed Operations
- {X} Contractual
- {X} Independent Contractors
- {X} Personal Injury
- {X} Additional Insured

Automobile Insurance:

The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $100,000 per occurrence with the following coverages for vehicles operated by their employees.

- {X} Any Automobile
- {X} Owned and Non-Owned Automobiles

*Additional Insured:

The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents."

B. Formation of the Agreement with the Selected Firm

All proposals received will first be carefully evaluated by the University, and then the University intends to conduct negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select the firm which, in its opinion, best meets the needs of the University. Alternately, if the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.
Because the University may choose to negotiate and award to a single firm, as discussed above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

Firms should also note that, as described above, certain matters will automatically be deemed part of the proposal.

C. Confidentiality
All firms responding to this RFP represent and confirm that the contents of the firm’s proposal(s) and any resulting Agreement are not confidential and will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

D. Account Manager
The Selected Firm agrees to provide a named individual (“Account Manager”) to implement, perform, and manage provision of the Goods and Services. The University must approve the appointment of the Account Manager prior to execution of any Agreement with the Selected Firm. The Account Manager will be the University’s primary contact, although the Account Manager will be assisted by other members of the Selected Firm’s staff in completing key activities.

In the event that the Account Manager (or any other individual responsible for the University’s account) is no longer employed by the Selected Firm, is unavailable for any reason, or is performing in an unsatisfactory manner (as solely determined by the University); the Selected Firm will propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the Goods and Services to the University. The University reserves the right to approve the replacement, or to cancel any resulting Agreement. If the University accepts a proposed replacement, the replacement will provide the Goods and Services at rates no higher than previously agreed and in accordance with all terms and conditions specified in the resulting agreement.

E. Invoice Accuracy and Timeliness
It is the responsibility of the Selected Firm to ensure the accuracy, completeness, correct format, and timely submission of all invoices. The Account Manager, as referred to in the above mentioned section, will be responsible for all invoice coordination. Invoice errors may be reported, by the University, via e-mail to the Account Manager, or via telephone followed by confirming e-mail. The Selected Firm may not interrupt service to the University due to payment delays caused by the Selected Firm’s invoice errors. In addition, invoices are to be submitted on a timely basis (“timely” to be defined as no later than 60 days from the point at which the Goods and Services were delivered to the University). The University, in its sole discretion, may choose to reject any late invoices not submitted in this timely fashion.
F. **Acceptance**

“Acceptance” will encompass testing and observation of the fully functional and operational Goods and Services. Warranty will begin as of the date of Acceptance, and invoice may not be submitted by the Selected Firm until Acceptance. The University’s Contract Administrator will be the sole representative of the University and will have sole authority to act on the University’s behalf with regard to Acceptance; however, that in the event of a dispute regarding any material aspect of Acceptance unable to be resolved by the University’s Contract Administrator, then the procedures in the Procedure for Resolution of Contractual Claims will be followed.

G. **No End User Agreements**

The Agreement that results from this RFP will be the agreement between the University (including all University employees and/or other end users) and the Selected Firm. In the event that the Selected Firm enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other end users, such agreements will be null, void and without effect, and the terms of this Agreement will apply.
Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women- and minority-owned (SWAM) businesses. As one of our most important vendors, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have a particular institutional focus on developing long-term business relationships with minority-and women-owned businesses. We count on our majority firms to help us achieve our goal.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women-and minority-owned businesses in the delivery of services you provide to UVa. The office of Procurement and Supplier Diversity Services is ready to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

Colette Sheehy
Vice President for Management and Budget
## Firm Information

**Full Legal Name** (Company name as it appears with its Federal Taxpayer Number):

Address:

Telephone Number:    FAX Number:
Web Address:
Email Address:

DUNS Number:

**SWAM Information:**

Is the firm certified with the Commonwealth of Virginia’s Department of Minority Business Enterprises (DMBE):

- [ ] Yes
- [ ] No

  Minority-Owned Business:
  - [ ] Yes
  - [ ] No

  Women-Owned Business:
  - [ ] Yes
  - [ ] No

  Small-Owned Business:
  - [ ] Yes
  - [ ] No

Is the firm registered as a vendor in the Commonwealth of Virginia’s e-procurement system (eVA):

- [ ] Yes
- [ ] No

**Point of Contact for this Proposal:**

Name:
Address:

Office No.    Mobile No.    FAX No.
Email Address: