Request for Proposal

Catering Services for the University of Virginia

June 7, 2002

Issued by
Procurement Services
Charlottesville, Virginia
This Request for Proposal (RFP) has been posted on Procurement Services web site for your convenience. Addenda and attachments are posted if issued. It is the firm’s responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal. To receive a hard copy of the RFP or addenda, please contact Becky Sims, Contracts Administrator, at 434.924.1346 or email pur-rfp@virginia.edu. For questions about the content of the RFP, contact the buyer listed in Section VI, Proposal Deadline. Additional information can be found on Procurement Services web site: [http://www.virginia.edu/procurement/](http://www.virginia.edu/procurement/).

The University of Virginia (the “University”) seeks qualified firms to provide catering services for its University departments.

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 firms.” This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which the University proposes to govern the relationship between it and the Selected firms.

I. Background Information

When Thomas Jefferson founded the University in 1819, he intended it to be nothing less than a world-class institution of higher learning. Jefferson’s spirit lives on – not only in the Rotunda and Academical Village he designed, and which remain treasures of American architecture, but in the University’s standing as a leader in education, research, and community service.

The nearly 20,000 students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University’s outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. The University as a whole has had a consistently high ranking not only among public schools, where it usually heads the list, but among all American universities, public and private.

Over 9,700 University faculty and staff are committed to serving both the local and national community. The University makes a real difference in the world, through its invaluable research, a hospital ranked among the nation’s finest, and
graduates who have consistently been among the forefront of our nation’s shapers. At the University, our bright future is the direct result of our great history.

In support of its mission and in an effort to maintain the highest quality for its customers, the University seeks multiple firms to provide catering services throughout the University, excluding the following areas: the Rotunda, all University dining locations, Newcomb Hall Ballroom, Commonwealth Room, the Birdwood Pavilion, and the Colonnade Hotel. Catering services may vary from staff meeting box lunches for 10 individuals to a formal sit down dinner at the Carr’s Hill for 150 guests. Therefore, the University is looking for an array of caterers able to meet the University’s many needs.

During fiscal year 2001-2002, the University spent an estimated $600,000 on catering services. A resulting Agreement with the University does not guarantee a specific amount of business. As a result of this RFP, the University will select a variety of caterers who will provide quality food that meets the expectations of University departments and its guests.

II. Scope of Services

It is the University's intent to enter into multiple Agreements with Selected Firms for those services (“Services”) necessary to help the University achieve its goals as outlined in this RFP. The Selected Firms will provide these Services:

A. Catering Services
   1. Quality, healthy food at the most favorable rates.
   2. Comprehensive catering packages that can include, but is not limited to: breakfast, lunch, dinner, breaks, receptions, box meals, an assortment of beverages, etc.
   3. All equipment with which to serve, transport and keep food at proper health code levels (e.g. coolers, steam tables, etc).
   4. Designated account representative assigned to manage the University’s account.
   5. Sufficient staff to provide impeccable service at each catered event.

B. Menu
   Caterers should have the capability to provide a variety of entrees/menu selections from which to choose. The menu selections will be made at the discretion of University program planners according to each event.

C. Customer Service
   1. Effective procedures for complaint resolution.
   2. Flexible procedures for addressing menu, meal time, and count changes by the University.
3. Appropriate arrival and departure time of catering staff for set-up and clean up per program planner.
4. Procedures for clean up required by each facility.

III. Basis of Selection

The University will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:

A. The firm’s plan to provide the University with the Services as described in Section II, Scope of Services;
B. The firm’s experience in providing Services similar to those described in this RFP, and the experience of the individuals which the firm proposes to provide such Services;
C. The firm’s references from clients which are comparable to the University;
D. The firm’s financial proposal;
E. The contractual terms which would govern the relationship between the University and the Selected firms; and
F. Any other factors relevant to the firm’s capacity and willingness to satisfy the University.

IV. Contents of Proposal

Firms should provide this information:

A. Services
   1. State the firm’s ability to provide the Services as described in Section II, Scope of Services. Provide a brief history of the firm and its experience, qualifications and success in providing these Services.
   2. Provide a plan of operation to achieve the objectives set forth in Section II, Scope of Services and include:
      a. Actual menu options with prices
      b. Outline measures practiced by the firm, to ensure the quality and freshness of menu items (e.g. frozen vs fresh produce)
      c. List any on site cooking option to ensure freshness of food items.
   3. Describe the experience of the individual(s) who would be responsible for providing the Services to the University.
   4. State the firm’s references comparable to the University, including the name and telephone number of a contact person the University may call.
   5. Describe the firm’s plan for customer service to include:
      a. Number of staff assigned to catering events.
      b. Arrival time of catering staff for setup and clean up
      c. Procedures for complaint resolution
B. Financial Proposal
1. Provide prices and taxes, and if applicable, standard gratuity percentages for catering services and wait staff charges.
2. Illustrate different actual menu options with prices.
3. The proposed fee must include all travel and related expenses.
4. A copy of the firm's most recent audited financial statements

C. Contractual Arrangements
1. State the firm’s acceptance of Attachment 1, Mandatory Contractual Provisions;
2. State the firm’s acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions; and
3. Provide any contract the firm will request that the University sign.

D. Virginia Freedom of Information Act
Except as provided below, once an award is announced, all proposals submitted in response to this RFP will be open to the inspection of any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by firms as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the firm must invoke the protections of this section prior to or upon submission of its proposal, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. Firms may not request that its entire proposal be treated as proprietary information.

E. Minority Status
Specify whether the firm is a minority firm. The Commonwealth of Virginia’s definition of a minority firm is a firm that is at least 51% owned, operated, and controlled by a minority; or in cases of a publicly-owned firm, at least 51% of the stock must be owned by a minority. Such minorities include, but are not limited to, African Americans, Hispanic Americans, Asian Americans, Native Americans, Eskimos, and Aleuts. If the firm is not a minority firm, describe the firm’s partnering relationships with minority firms and how it plans to support the University’s goal to award 5% of its business to minority firms.

V. Preproposal Conference
A Preproposal Conference for firms receiving this RFP will be held on Friday, June 21, 2002 at 9:30 a.m., EST in Room 168, Newcomb Hall, Charlottesville, Virginia (map enclosed or viewed at this web site: http://www.virginia.edu/Map/). Attendance at this Preproposal Conference is advised if your firm wishes to raise
any questions in connection with this RFP. No firm may have more than two representatives present at the Pre-proposal Conference.

Firms planning to attend the Preproposal Conference should notify Becky Sims, (434) 924-1346, no later than 3:00 p.m. on Tuesday, June 18, 2002 of the names and titles of the individuals who will attend.

VI. Proposal Deadline

All proposals must be received at the University of Virginia, Procurement Services, 1001 North Emmet Street, Carruthers Hall, P. O. Box 400202, 1001 North Emmet Street, Charlottesville, VA 22904-4202 by 3:00 p.m., Monday, July 1, 2002. Eight copies of each proposal must be provided.

Any questions concerning this RFP will be directed to Ana Maria Lynch as listed below and not to any other person at the University. The University will determine whether any addenda should be issued as a result of any questions raised or other matters raised.

Ana Maria Lynch
Buyer Specialist
Telephone: (434) 924-4219
Fax: (434) 982-2690
TDD: (434) 982-HEAR
Email: alynch@virginia.edu

VII. Procurement Schedule

Here is a brief schedule for this procurement, specifying the important dates and milestones:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date of RFP:</td>
<td>06/07/02</td>
</tr>
<tr>
<td>Preproposal Conference:</td>
<td>06/21/02</td>
</tr>
<tr>
<td>Deadline for Receipt of Proposals:</td>
<td>07/01/02</td>
</tr>
<tr>
<td>Oral Presentations/Food Tasting/ Negotiations:</td>
<td>07/29-31/02</td>
</tr>
<tr>
<td>Contract Award:</td>
<td>09/03/02</td>
</tr>
</tbody>
</table>
Attachment 1
Mandatory Contractual Provisions

A. Nondiscrimination
During the performance of this Agreement, the Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

B. Conflict of Interests
The Selected firms represents to the University that its entering into this Agreement with the University does not entail any violation of the Virginia State and Local Government Conflict of Interests Act.

C. Assignment
Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

D. Amendments
No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement Services and by the individual signing the Selected firms’ proposal or by other individuals named by either party as specified in Section E, Notices below. If the Selected firms deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

E. Notices
All notices will be given in writing and deemed given when delivered to, or deposited in the U.S. Postal Service mail, certified mail return receipt requested, and addressed to the other party as shown below.

If to the University:
Eric N. Denby, C. P. M.
Director of Procurement Services
University of Virginia
Carruthers Hall
1001 North Emmet Street
P. O. Box 400202
Charlottesville, Virginia 22904-4202

If to the Selected firms:
The person signing the Selected firms’ proposal in response to the University's RFP, at the Selected firms’ address indicated in such proposal; or to such other
person or address as either may designate for itself in writing and provide to the other.

F. Independent Contractor
The Selected firms is not an employee of the University, but is engaged as an independent contractor. The Selected firms will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Selected firms’ performance of this Agreement. Nothing in this Agreement will be construed as authority for the Selected firms to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

G. Worker's Compensation and Employers Liability
The Selected firms will comply with all federal or state laws and regulations pertaining to Worker's Compensation Requirements for insured or self-insured programs.

H. Drug-Free Workplace
The Selected firms, its agents and employees are prohibited, under the terms of this Agreement and the Commonwealth of Virginia, Department of Personnel and Training Policy Number 1.02 executed by Governor Lawrence Douglas Wilder on July 1, 1991, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

During the performance of this Agreement, the Selected firms agrees to 1) provide a drug-free workplace for the Selected firms' employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Selected firms' workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Selected firms that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Selected firms, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.
I. Information Technology Access Act
In accordance with §§ 2.1-811 of the Code of Virginia, the following will apply to all information technology Agreements:

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of the Agreement:

- Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
- Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
- Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards will not be required if the Director of Procurement Services, University of Virginia determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.

If requested, the Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.
Attachment 2
Preferred Contractual Provisions

A. Services
During the term of this Agreement, the Selected firms will provide for the University the Services offered to the University by the firm in its proposal and/or any addenda to its proposal and as specified by the University when it selected the firm.

B. Term of the Agreement
The term of this Agreement will be for one year, with an option for renewal by the University, if agreeable to the Selected firms on the same terms and conditions, for four additional one-year terms. The Selected firms and the University will mutually agree at least 90 days prior to each renewal option whether to renew the terms of the Agreement.

C. Contract Administrator
The University will identify a Contract Administrator for any Agreement which results from this RFP. The individual will be the point of contact at the University for day-to-day operations, but cannot approve amendments to the Agreement or price changes.

D. Waiver
No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

E. Indemnification
The Selected firms will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and their agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non-performance of the Agreement by the Selected firms or its agents or subcontractors, including the provision of any services or products. The Selected firms warrants that the products, goods and services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

F. Governing Law
This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.
G. **Termination**
If the Selected firms fails to provide quality services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency, to the University's satisfaction within a reasonable period of time, not to exceed 30 calendar days unless otherwise agreed to by both parties, the University reserves the right to terminate the Agreement by giving written notice to the Selected firms.

H. **Non-Appropriation**
Funding for any Agreement between the University and a Selected firms is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated effective the last day for which appropriated funding is available.

I. **Right of Audit**
The University reserves the right to audit or cause to be audited the Selected firms' books and accounts regarding the University's account at any time during the term of this Agreement and for five years thereafter.

J. **Contractual Claims**
This Agreement is subject to the University's policy on Contractual Claims which is provided as Attachment 3, Procedure for Resolution of Contractual Claims.

K. **Insurance**
Listed below is the insurance which the Selected firms must maintain under any Agreement resulting from this RFP. Each Firm will propose insurance which meets or exceeds the needs of the University. No Agreement will be executed by the University until the Firm satisfies the insurance requirements of the University. The Selected firms will 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 firms.

**Commercial/Comprehensive General Liability**
The Selected firms and any Subcontractor will provide a minimum combined single limit of liability for bodily injury and property damage of $1,000,000 per occurrence, to include coverage for premises and operations, and products liability. An aggregate limit for products liability of not less than $2,000,000 will be maintained.

**Automobile Liability**
The Selected firms and any Subcontractor will provide a minimum combined single limit of liability for bodily injury and property damage of $500,000 per
occurrence, to include coverage for "any auto."
Additional conditions:

The insurance policies must be underwritten by an insurance company licensed to conduct business in the Commonwealth of Virginia and which holds at least an "A-" rating with A.M. Best Company. Also, the following must be listed as an additional insured on the liability coverages: The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents.

L. Use of Agreement by Third Parties
If agreeable with the Selected firms, these organizations may have access to any Agreement resulting from this RFP: 1) Any University related foundation, and 2) Any institution of higher education which is a member of the Virginia Association of State College and University Purchasing Professionals (VASCUPP). A current list of VASCUPP members can be found on Procurement Services web site at: [http://www.virginia.edu/procurement/RelatedLinks.html](http://www.virginia.edu/procurement/RelatedLinks.html), and 3) City of Charlottesville and County of Albemarle. The Selected firms will respond promptly to a request from any of these organizations for access to the Agreement, but is NOT required to enter into an equivalent agreement with the organization. A Firm's willingness to provide this access to these organizations will not be a consideration in awarding this RFP. Although the organizations may have access to the Agreement, their entry into any equivalent agreement with the Selected firms is strictly optional.

If an organization chooses to enter into an equivalent agreement, it will so notify the Selected firms in writing, and will proceed to execute such an agreement. The University will have no responsibility whatsoever for payment of invoices rendered to the organization, resolution of problems, or administration of contractual claims. The Selected firms, at the request of the University, will provide usage reports for all VASCUPP members accessing the Agreement. The University anticipates requiring such reports quarterly. The University's sole intent is to provide other organizations with access to the University's Agreements and to provide Selected firms with opportunities to do business with other organizations. It is understood and agreed that the University is not responsible for the acts or omissions of any VASCUPP member, and will not be considered in default of the Agreement no matter the circumstances.

M. Favored Nations
The Selected firms represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the firm to any present customer.
N. Payment Terms  
Invoices submitted to the University for Services will be paid Net 30 days after receipt and University approval of invoice.

O. Cancellation of Contract  
The University reserves the right to cancel this Agreement, in part or in whole, without penalty, upon 30 days written notice to the Selected firms. Any Agreement cancellation notice will not relieve the Selected firms of the obligation to deliver and/or perform on all outstanding issues prior to the effective date of cancellation.

P. Minority Business Reporting  
The Selected firms will identify and fairly consider minority firms for subcontracting opportunities when qualified minority firms are available to perform a given task in performing for the University under the resulting Agreement. The Selected firms will submit a quarterly minority business report to the University by the 15th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Selected firms will submit the quarterly minority business reports to:

Contracts Administrator  
University of Virginia  
Procurement Services  
Carruthers Hall, PO Box 400202  
1001 North Emmet Street  
Charlottesville, Virginia  22904-4202

The quarterly minority business reports will contain this information:
- Minority firms name, address and phone number with which the Selected firms has contracted over the specified quarterly period.
- Contact person at the minority firm who would have knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the minority firm as it relates to the University’s account.

Q. eVA Business To Government Vendor Registration  
The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, is the Commonwealth of Virginia’s electronic procurement system. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution.
Attachment 3
Procedure for Resolution of Contractual Claims

Section 2.2-4363 of the Virginia Public Procurement Act requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment, however, written notice of the contractors intention to file such a claim will have been given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

A. The Selected firms must provide the written claim to:
   Assistant Director of Procurement Services
   University of Virginia
   1001 North Emmet Street
   P. O. Box 400202
   Charlottesville, Virginia    22904-4202

B. Although the Selected firms may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, the Selected firms must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement Services if it wishes to pursue its claim.

C. Upon receiving the written claim, the Assistant Director of Procurement Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected firms. If such discussion is to be held, the Assistant Director of Procurement Services will contact the Selected firms and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Selected firms mutually agree.

D. The Assistant Director of Procurement Services will mail his or her decision to the Selected firms within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

E. The Selected firms may appeal the decision to:
   Director of Procurement Services
   University of Virginia
   Carruthers Hall
   1001 North Emmet Street
   P.O. Box 400202
   Charlottesville, Virginia    22904-4202
F. Upon receiving the written appeal, the Director of Procurement Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected firms. If such discussion is to be held, the Director of Procurement Services will contact the Selected firms and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement Services and the Selected firms mutually agree.

G. The Director of Procurement Services will mail his or her decision to the Selected firms within 60 days after the Director of Procurement Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.