**Request for Qualified Suppliers (“RFQ-S”)**

**Title:** Informal Catering: Food Delivery and Pick Up

**Solicitation #:** 1708608

**Publication date:** September 11, 2019

**Due date:** September 25, 2019 2:00 PM ET

Respondent’s Name:

Representative’s Name:

Representative’s Email:

Representative’s Phone Number:

**Section A: Introduction and Basic Information**

**Purpose and Scope**:

The purpose of this solicitation is to provide the University with an approved list of suppliers who offer informal catering services. The food catering services include, but are not limited to, baked goods (donuts, bagels, muffins, or other pastries), platters or trays, boxed lunches, deli sandwiches, buffets, pizza, desserts, and beverages.

Individual departments within the University will be placing orders. Orders shall be delivered to any of the University’s department locations or orders may be picked up.

Agreements resulting from this solicitation will be governed by an official University Master Agreement. Departments may sign required order forms but all order forms will be governed by the terms in the resulting Master Agreement. An example of the University’s Master Agreement found in Attachment A.

**Background:**

The University has an existing dining services agreement with Aramark which prohibits departments from using an outside caterer in the following locations:

1. Any building where an Aramark kitchen is located
2. The Student Union
3. Suite and club levels at Neyland Stadium during football games
4. Ray Mears room in Thompson Boling Arena during basketball games

Due to the nature of this Aramark agreement, the University is unable to accept bids from the following Suppliers:

1. Chick-Fil-A
2. Subway
3. Panda Express
4. Qdoba
5. Salad Creations
6. Rising Roll
7. Raising Cane’s
8. Twisted Taco
9. Starbucks
10. Jamba Juice
11. Arena Café
12. WhichWhich
13. Bento Sushi
14. Dippers
15. Quizno’s
16. Einstein’s Bagel
17. Dunkin Donuts
18. **Communications**:

The following University office is managing this solicitation:

The University of Tennessee

Office of Procurement Services

5723 Middlebrook Pike

Knoxville, TN 37921

Regarding the subject matter of this solicitation, respondents may only communicate with staff members of the University’s Office of Procurement Services. The primary contact person for this solicitation is listed below:

Name: Michael Fuson

Title: Buyer

Email: mfuson@utk.edu

If a respondent contacts anyone except the University’s staff members listed above, the University may disqualify the respondent.

1. **Terms and Conditions**: By responding to this solicitation, the respondent agrees to the University’s purchasing terms and conditions, which are available here: <https://procurement.tennessee.edu/gbc/>
2. **Term**:
   1. The term of this agreement will be for 5 years beginning on the date the purchase order is fully signed.
3. **Number of Awards**: The University intends to award this solicitation to multiple respondents. The University retains sole discretion over this decision.
4. **Extension of the Award**: Other university departments, agencies with the State of Tennessee and other Tennessee public universities may also purchase goods and/or services from this award, if the winning respondent is agreeable. It should be noted that these entities are not required to use this agreement. If any them elect to participate under the terms and conditions of this resulting award, the University of Tennessee reserves the right to re-negotiate favorable incentive, and cost terms with the successful supplier that are reflective of the additional volume. Note: The offer to extend the award to these other entities is at the discretion of the winning respondent and should not be extended if it would affect the respondent’s ability to offer the most favorable prices and terms to The University of Tennessee.
5. **Non-Exclusive**: The University will promote the use of any established contract; however, the University does not guarantee that all purchases for the products and/or services available under any award will be made exclusively from the supplier. Also, an award does not obligate the University to make any purchases from the awarded respondent and the University may elect to award contracts or purchase orders for like products or services to multiple suppliers.

**Pre-Proposal Conference**: N/A

**Presentations**: The University reserves the right to schedule presentations and/or tastings if deemed necessary.

1. **Schedule**: Note the University reserves the right to change these dates. All times are quoted in Eastern Time.

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| --- | --- |
| Publication Date | September 11, 2019 |
| Deadline for Questions | September 18, 2019 5:00 PM |
| Bidder Submission Due Date | September 25, 2019 5:00 PM |

**Section B: Instructions and Evaluation Criteria**

1. **Assistance to Respondents with a Disability**: In the event that a respondent has a disability, the University will make reasonable accommodation to allow them to participate, provided that the individual requesting assistance contacts the Solicitation Coordinator no later than 10 days before the response deadline.
2. **Proposal Submission**: Respondents must submit their proposals via email to [the](mailto:cspitzer@utk.edu) solicitation coordinated listed above. Respondents must enter their responses in this Word document.
3. **Confidential Information**: Any proprietary or confidential materials contained in the proposal will be subject to the Tennessee Public Records Act, TCA 10-7-503. All responses, inquiries, or correspondence relating to or in reference to this solicitation, and all other documentation submitted by the respondents will become the property of the University when received. All proposal material submitted and evaluation documents will remain confidential, as provided by law, until after the University announces the notice of intent to award to the successful respondent. The University will not agree to provide advance notice of disclosure. Further, if the respondent includes confidentiality notices on its response to this solicitation, the respondent understands that such notices are not binding on the University. After the notice to award, all materials submitted are open for inspection.
4. **Proposal Preparation Costs**: The University will not pay any costs in the preparation or submission of a proposal. Respondent is responsible for its preparation costs.
5. **Withdrawal of Proposals**: A submitted proposal may be withdrawn by sending a written request to the Solicitation Coordinator before the solicitation due date. Proposals may be withdrawn and resubmitted in the same manner, if done prior to the submission deadline. Withdrawals or modifications offered in any other manner will not be considered.
6. **Acceptance and Rejection of Proposals**: The University may accept or reject any proposals that, in its opinion, is in the best interests of the University. The University may re-solicit proposals, or to continue with the current supplier for these services. The University may also waive minor variances or immaterial defects in a response. The University may also accept any item in the bid, unless otherwise specified by the Respondent.
7. **Questions**: Up to the deadline for questions, respondents may ask the Office of Procurement Services questions in writing via email to the email address listed above in the “Communications” subsection. In the event that a respondent communicates with the Office of Procurement Services verbally, the respondent understands that verbal communication is non-binding, and respondent further acknowledges the only official communication about this solicitation is written communication. Respondent understands that it must not rely on verbal communications with the University.
8. **Addenda**: The University will make reasonable efforts to ensure that all respondents have the same material information. Accordingly, if a respondent asks a question that the University considers, in its sole discretion, to be material, the University will issue an addendum to this solicitation. The University will communicate all addenda to all respondents.
9. **Evaluation of Technical Responses**:

The University will use the following scoring criteria:

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Maximum Points Possible** |
| Mandatory requirements | Pass/Fail |
| General and Technical qualifications | 1,000 |

1. **Cost Proposal**: The Office of Procurement Services will evaluate the respondents’ respective cost proposals, and may negotiate with one or multiple respondents to ensure a both-win deal for the University and respondent.
2. **Award**: This solicitation does not commit the university to make an award or to procure or contract for the articles of goods or services described in this solicitation. The University will make an award that the University determines to be in its best interest; this might result in a situation where the University does not award to the respondent offering the lowest cost, or to a respondent other than the highest-scoring respondent. The University reserves the right to negotiate terms and alter the specifications with the with the highest scoring respondent, however, if they are unable to reach mutually agreeable terms and conditions, the University reserves the right to reject the proposal and negotiate terms of an agreement with the next highest scoring respondent. If the agreement with the successful respondent is terminated for any reason prior to the agreement termination date, the university may elect to substitute the next highest scoring respondent, if they are willing to honor the prices in their initial proposal. A Purchasing Department of the University of Tennessee is the only office authorized to award a purchase order for the required services.
3. **Notice of Intent to Award**: After the evaluation process is completed, the University will issue a formal notice of intent to award notifying all respondents of the identity of the winning respondents.

**Section C: Technical Response**

**Instructions**: For Respondent’s proposal, use this Word document to provide the required information. Respondents must complete each item in order. The University may disqualify incomplete proposals.

1. **Mandatory Requirements**: The University will assess each criteria below on a pass/fail basis: respondents must pass each criteria to qualify.
   1. Respondent’s Authority: The representative responding on behalf of a Respondent must have authority to respond to this solicitation on behalf of the Respondent.
   2. Required Disclosures: If the Respondent is a representative or distributor for a third-party, the Respondent must disclose this fact.
   3. Debarment: If a potential Respondent is currently debarred or otherwise prohibited from bidding by the U.S. federal government or by any U.S. state government, Respondent may not bid on any of the University’s solicitations until Respondent is no longer debarred. In the event that the University determines that the Respondent is debarred by the U.S. federal government of by any U.S. state government, the University will disqualify Respondent’s bid.
   4. Conflicts of Interest: Respondents must disclose all conflicts of interest. The University will evaluate a Respondent’s conflicts to determine whether the conflict is allowed.
   5. Compliance with Law: Respondent must be legally allowed to operate within the State of Tennessee. Respondent must have all business licensure necessary to do business in the State of Tennessee. Attach copies to bid response.
   6. Governing Documents: Respondent must agree that the University’s Master Agreement is the governing document. No additional contracts will be applicable. Any order forms signed by the University would be governed by the master agreement that results from this solicitation. Please see Attachment A for draft Master Agreement.
   7. Insurance: Respondent must have the following insurance:

**Workers Compensation (WC):** $ 1,000,000

**Commercial General Liability (CGL):**

Each Occurrence Limit $ 1,000,000

Damage to Rented Premises – Ea. Occ. $ 300,000

Medical Expense – any one person $ 10,000

Personal & Advertising Injury Limit $ 1,000,000

General Aggregate Limit $ 2,000,000

Products/Completed Ops. Aggregate Limit $ 2,000,000

Liquor Liability (When distributing, selling, or serving alcohol) $ 1,000,000

**Umbrella Liability:**

Each Occurrence Limit $ 1,000,000

Aggregate Limit $ 1,000,000

**Automobile Liability:**

Combined Single Limit $ 1,000,000

The following language should be included in the Description of Operations section of the COI:

*The University of Tennessee, its Board of Trustees, officers, employees, agents, and volunteers are named as Additional Insureds with respect to the General, Automobile, and Umbrella Liability policies. A Waiver of Subrogation applies to Workers Compensation and the General, Automobile, and Umbrella Liability policies as evidenced on this certificate of insurance. All insurance policies above are primary and non-contributory to any other insurance available to the Certificate Holder. A 30 day notice of cancellation is required.*

* 1. Food Allergens: Respondent must have possible allergens identified with each order.
  2. Health Score: Respondent must not have had a health score below 70 in the last 2 years.

1. **General Information** 
   1. Detail the name, e-mail address, mailing address, and telephone number of the person the University will contact regarding the response.
   2. Detail the number of years the Respondent has been in business and how long Respondent has provided the goods or services required by this solicitation.
   3. Describe the Respondent’s number of employees, client base, and location of offices.
   4. Provide at least 3 references, for which the same services are being utilized. Include, at a minimum, the following: business name; contact name; phone number; email address; and brief description of the scope, length, volume and status of the business relationship.
   5. Provide a statement explaining any mergers, acquisitions, or change of control of the Respondent within the last 10 years. Provide a statement explaining any planned mergers, acquisitions, or changes of control.
   6. Provide a brief, descriptive statement detailing evidence of the Respondent’s ability to deliver the goods or services sought under this solicitation (prior experience, training, certifications, resources, program and quality management systems, etc.).
   7. Describe if Respondent will need to subcontract any work required by this solicitation.
   8. Provide documentation of the Respondent’s commitment to diversity and indicate if Respondent is registered with the Governor’s Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265>  for more information.
   9. Describe Respondent’s current contracts with the University, the state of Tennessee, Tennessee Board of Regents schools, or other colleges or universities within the state of Tennessee. Describe any such contracts within the previous 5 year period.
   10. Describe any current or pending litigation against Respondent. Disclose any past criminal offenses, civil proceedings, debarments, or suspensions involving Respondent’s officers or directors, or individuals Respondent will assign to meet the Respondent’s requirements under this solicitation.
2. **Technical Specifications:**
   1. Ordering:
      1. If multiple physical locations exist, please describe the location where the University should be placing orders.
      2. State the maximum number of guests per order that you can accommodate.
      3. Describe the standard services offered by your company in addition to those services required in the bid document.
      4. Describe your process for accepting and confirming orders.
      5. Include your policies for change orders, including lead time and deadlines.
      6. Do you have an order form? Does this form contain Terms and Conditions? Please provide a copy of your order form.
      7. Please provide a list of all menu offerings available to the University
      8. Company must have equipment necessary to maintain appropriate food temperature during delivery. Describe your capability to accomplish this.
      9. How will you ensure the University is getting its correct discount?
      10. Describe your invoicing process.
      11. Respondent must provide all necessary condiments, toppings, napkins, and utensils when applicable.
   2. Delivery and Pick-Up:
      1. Do you offer both in-restaurant pick-up and delivery?
      2. Describe the delivery radius. How far from your location can you make deliveries?
      3. Often times the deadline for having food delivered is critical. Please describe the time required between an order and when the order can be delivered or picked up.
   3. Nutritional Awareness**:** 
      1. Please describe how you accommodate people with food allergies? Are allergens posted?
      2. Describe any use of certified organic or near organic food sources.
   4. Quality Assurance:
      1. Describe how you address concerns about the quality of the food served.
      2. Describe follow-up procedures for customer complaints, and what will be done to assure that the same problems are not repeated.
      3. Describe training for employees regarding food safety.
   5. Published Pricing:
      1. Do you have a published catering menu? Do you have multiple published lists? How can these menus be accessed?
      2. Describe how often catering menus are updated and the process for notifying the university of the changes.

**Section D: Cost Proposal**

**Notice: Respondent must not include cost information in any document except its Cost Response.**

The Cost Response is not formally scored in the RFQ-S process. However, the University expects pricing to be extremely competitive.

1. **Pricing:** Attach pricing in separate document to your bid. The University would prefer to address pricing as a discount off published catering prices. If your discount would vary depending on the size of the event, list price breaks at each level of event.
2. **Additional Costs:** List any additional costs that might be incurred, such as service and delivery charges.

**Attachment A.**

This master agreement is dated \_\_\_\_\_\_\_\_\_ and is between the University of Tennessee, an instrumentality of the state of Tennessee, and \_\_\_\_\_\_\_\_\_\_\_.

**Background**:

1. The University issued a competitive bid solicitation # \_\_\_\_\_\_ on \_\_\_\_\_\_\_\_.
2. Supplier responded to the bid solicitation, and the University issued an award to Supplier through the solicitation referenced above.

**Agreement:** The parties agree as follows:

1. **Term and Termination:**
   1. Initial Term: The initial term of this agreement begins \_\_\_\_\_\_\_\_ and ends at 11:59 PM Eastern time on \_\_\_\_\_\_\_.
   2. Renewal Term:
   3. Auto Renewal Prohibited: This agreement does not automatically renew.
   4. Unrestricted Termination: Either party may terminate this agreement for any reason by giving the other party at least 30 days’ prior written notice.
   5. Work: If University terminates this agreement, upon receipt of University’s notice of termination, Supplier shall immediately stop all work under this agreement.
2. **Scope**: This agreement applies only to the University of Tennessee on behalf of its Knoxville Campus, the Institute of Public Service, and the Institute of Agriculture.
3. **Fees:** See Schedule A
4. **Order Forms**: See Schedule B
5. **Services:** Supplier will provide catering services to the University. Supplier may not provide services to any of the following locations:
   1. Any University of Tennessee campus dining venue which is operated by Aramark
   2. Any location of the Student Union
   3. The suite and club levels at Neyland Stadium during football games
   4. The Ray Mears room in Thompson Boling Arena during basketball games
6. **Staff:** Supplier may only use Supplier’s staff members to staff events on University property. In the event that Supplier wants to utilize temporary labor or sub-contractors, Supplier must first notify the University at least 20 days in advance. The University may reject Supplier’s request. If University approves the Supplier’s request, Supplier must require any temporary labor or sub-contractor, or both, to comply with the terms of this agreement.
7. **Background Checks:** 
   1. General Obligation: Supplier will not knowingly assign any individual to provide services to University if the individual has a history of criminal conduct. For proposes of this agreement, “criminal conduct” means (a) that the person is listed on any state’s sexual offender registry; (b) that person is listed on the Tennessee Abuse Registry, or (c) that the person has been convicted of a felony in any state.
   2. Prompt Background Checks: If the University requests, Supplier must perform a comprehensive criminal background check on any Supplier employee or sub-contractor.
8. **Audit**: Supplier shall maintain records for all expenses for which Supplier invoices the University under this agreement. Supplier shall maintain its records for at least 3 years, and shall maintain its records in accordance with generally accepted accounting principles. During the term of this agreement and for 3 years after the last payment from the University to Supplier under this agreement, the State of Tennessee Comptroller or the University’s internal audit, or both, may audit Supplier’s records that relate to this agreement.
9. **Use of University Intellectual Property:** Except as allowed in this section, Supplier shall not use the University’s name, marks, logos, or any other University-owned intellectual property for any reason, without the written consent of an authorized official of the University. During the term of this agreement, Supplier may list the University’s name in Supplier’s list of clients.
10. **Not Exclusive**: This agreement does not create an exclusive arrangement between the University and Supplier.
11. **Insurance:**
12. **General:**
    1. Illegal Immigrants: In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Supplier hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this agreement.
    2. Amendment; Waiver:
       1. Amendment: No amendment of this agreement will be effective unless it is in writing and signed by authorized officials of the parties.
       2. Waiver: No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by an authorized official of the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.
    3. Force Majeure: Neither party’s delay or failure to perform any provision of this agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) will be deemed a breach of this agreement.
    4. Assignment: This agreement is personal to the Supplier and the Supplier may not assign its rights or delegate its duties under this agreement.
    5. Waiver of Claims:
       1. Respondent’s Intent: Supplier intends to protect the University’s employees from personal liability. Accordingly, Supplier intends to waive and release any claims against the University’s employees.
       2. Irrevocable Waiver: Supplier hereby irrevocably waives any claims against the University’s employees or former employees. Supplier hereby covenants not to sue University employees or former employees in their individual capacity. This release and waiver applies to Supplier and Supplier’s successors, heirs, and assigns.
       3. Materiality: The University and Supplier state that this clause is material to this agreement.
    6. University Policies:
       1. Non-solicitation: Supplier shall comply with the University’s “Vending and Solicitations on the University Campus” policy: <http://policy.tennessee.edu/fiscal_policy/fi0325/>
       2. Gift Acceptance: Supplier shall comply with the University’s “Employee Gift Acceptance Policy”: <http://policy.tennessee.edu/fiscal_policy/fi0717/>
    7. Registration with Tennessee Department of Revenue: **Supplier must register with, or receive an exemption from, the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this agreement. Supplier shall comply, and shall require any subcontractor to comply, with all laws and regulations governing the remittance of sales and use taxes on the sale of goods and services made by Supplier, or Supplier’s subcontractor.**
    8. Third-Party Beneficiaries: There are no third-party beneficiaries to this agreement.
    9. Nature of Parties: The parties intend for Supplier to be an independent contractor. Accordingly, Supplier is responsible for all taxes and insurance related to this agreement.
    10. Severability: The parties intend as follows:
        1. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
        2. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and
        3. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
13. **Notice:**
    1. For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;
    2. Subject to sub-section (iv) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:
       1. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
       2. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
    3. For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

**Supplier**:

**[add notice address here]**

**University**:

**[add department’s address and contact info]**

Legal notices only; do not send invoices to this address:

The University of Tennessee

5723 Middlebrook Pike

Knoxville, TN 37921-5946

ATTN: Office of Procurement Services

Fax: 865-974-2701

Email: [contracts@tennessee.edu](mailto:contracts@tennessee.edu)

* 1. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

1. **Entire Agreement:** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event that Supplier maintains terms and conditions on its website, software, invoices, etc., such terms and conditions do not apply to the University.

**Agreed**: The parties are signing this agreement on the effective date listed in the introductory clause of this agreement.

**The University of Tennessee Supplier**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_