



Request for Qualified Suppliers (“RFQ-S”)

Solicitation # ESM # 1164

Title: RFQ-S for Caterers for UT Athletics

Publication date: 6/6/2017

Deadline for questions: 6/23/2017 at 4:59 PM Eastern Time.

Proposal submission deadline: 6/30/2017 at 4:00 PM Eastern Time.

Important Notices:

Communication:

Solicitation Coordinator: Regarding the subject matter of this solicitation, Respondents must only communicate with the Solicitation Coordinator listed below:

Name: Amy Dudenbostel
Title: Commodity Manager
Email: adudenb1@utk.edu
Phone: 865-974-8451

Restrictions on communication: Respondents may only communicate with the Solicitation Coordinator, or another team member in the University’s Office of Procurement Services. Respondents must not communicate with any other University employee. If Respondent contacts anyone except the University’s Solicitation Coordinator (or another Office of Procurement Services team member), the Director or Associate Director of Procurement Services may disqualify the Respondent.

Pre-Proposal Conference: Optional Pre-proposal Conference will be held on **June 20, 2017 at 2:00 pm Eastern**, at the Office of Procurement Services, 5723 Middlebrook Pike, Knoxville, TN 37921. If you cannot attend in person, there will be a call in option. Please contact Amy Dudenbostel for details.

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

Sections:

- Section 1: Scope
- Section 2: Mandatory qualifications
- Section 3: Technical response
- Section 4: Cost response
- Section 5: Administrative Information: Instructions and Basis for Award

- Section 6: Terms that govern this solicitation

Section 1: Scope

A. **Term:**

- a. **Initial term:** The initial term of any Purchase Order will be July 1, 2017 – June 30, 2022.
- b. **Renewal term:** Upon mutual agreement of the Supplier and the University, the University may renew the Purchase Order for 2 years.
- c. **Unrestricted Right to Terminate:** The University may terminate any Purchase Order at any time without penalty by providing the Supplier with at least 10 days advanced notice.

- B. **General Scope:** The University of Tennessee is requesting proposals to provide a range of delivered catering options for events hosted by Tennessee Athletics. The Athletics department hosts a variety of events each year ranging from small gatherings of less than 10 guests to very large events of more than 5000 guests. Below is a list of typical types and sizes of events.

GROUP SIZE/TYPE OF EVENTS

- Formal setting event ranging from 5 up to 500 people
- Informal/buffet style event ranging from 5 up to 500 people
- Pre/post-game and halftime meals for teams ranging from 10-150 people
- Annual donor appreciation event ranging from 3,000-5,000 people
- Recruiting events ranging from 10-500 people
- Camps and clinics ranging from 10-500 people
- Hospitality rooms while UTK is hosting Southeastern Conference and NCAA events (snacks and beverages, sometimes meals)

Events will range from box lunches to informal buffets and formal sit down meals. Services will include food, staffing, appropriate table settings and clean up for each event.

The University is seeking to develop a pool of caterers from which the Athletics Department may choose. As such, this solicitation will be awarded to multiple vendors. To streamline the process for ordering, it is the intention of the University that the proposed agreements will be governed by purchase orders and will eliminate signed contracts for individual events. That is not to say that Order Forms used by caterers will not be recognized, but that the terms and conditions of the University will be the governing terms and will be agreed upon in the signed Purchase Order. The University's Standard Terms and Conditions are attached to this solicitation. If the caterer requires a signed order form to confirm arrangements this will be acceptable to the University, and the form may be signed by the ordering department.

1. **Expanded Scope:** After the University issues a Purchase Order, the University may negotiate with the Respondent in to include any of Respondent's services or products. This expanded scope includes goods or services that Respondent does not offer at the time the University issues a Purchase Order.

2. **Applicability:** Any University department may purchase through the Purchase Order.

Section 2: Mandatory Qualifications

Mandatory Qualifications: The University will only consider bids from eligible Respondents. The University's eligibility criteria are below. If a Respondent fails to meet these mandatory qualifications, the University will disqualify the Respondent. **A response to each qualification is required.**

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 or 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. **Standard Terms and Conditions:** Respondent must accept the University's Standard Terms and Conditions. The terms are attached to this solicitation.
7. **Governing Documents:** Respondent must agree that the University's purchase order is the governing document. No additional contracts will be applicable. Any order forms signed by the University would be governed by the contract that results from this solicitation.
8. **Uniformed Staff:** Catering staff must be identifiable by uniforms and/or nametags.
9. **Insurance:** Respondent must have adequate insurance. Insurance requirements are attached to solicitation.
10. **Food Allergens:** Respondent must have possible allergens identified at events.

11. Health Score: Respondent must not have had a health score below 70 in the last 2 years.

Section 3: Technical Response

Reminder: Respondents must separate their technical response from their cost response. Further, Respondents must not include any cost information in their technical response. If a Respondent includes cost information in their technical response, the University may disqualify the Respondent's proposal.

Instructions: Respondents must write and organize their responses in the same order as listed below. The University may deem a response non-responsive the Respondent does not comply.

General:

1. List the following:
 - a. Name and address of company, and a listing of all locations.
 - b. Organizational structure of the company, including subsidiaries, partnerships or parent firms.
 - c. A brief history of company.
2. References: Provide 5 references, including name, mailing address, phone number, and email address for each reference. At least 2 of the provided references should be for events of 500 guests or more.
3. Attach copies of health reports for the last year.
4. Attach a copy of Certificate of Liability Insurance proving insurance coverage. Insurance coverages should meet or exceed the following:

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

Additional Insured: The vendor must add The University of Tennessee, its affiliates, subsidiaries and/or assigns as an additional insured under the commercial general, umbrella, automobile, and liquor liability policies.

Catering:

1. Provide evidence of relevant intercollegiate and/or corporate experience and the ability to manage an event of 500+ guests for The University of Tennessee at the Knoxville campus or at other locations off-campus.
2. State the maximum number of guests per event 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 catering orders, include your policies for change orders, including lead time and deadlines. Do you have an event order form? Does this form contain Terms and Conditions? Provide the copies of order forms.
5. Respondent must offer a variety of affordable food options from which to select, from formal sit down dinners to buffets and including box lunches. Provide a list of your offerings (no prices), that shows the variety available.
6. Describe how you staff events. What is the staff to guest ratio for different size events? Is there a supervisor on site?
7. Company must have equipment necessary to maintain appropriate food temperature for an extended time. Describe your capability to accomplish this.
8. Caterers will be required to take down and clean at the conclusion of each event. Describe your procedures.
9. The Athletics Department has several expectations that must be met. Can you comply with the following?
 - a. Buffet must be fully staffed while maintaining the cleanliness of tables and surrounding area.
 - b. Caterer must provide all necessary condiments/toppings when applicable.
 - c. The use of cell phones except for business use is prohibited. Still photography or video is prohibited.

Presentation:

1. Some events will require the use of orange (UT orange) and white table linens and napkins. Can you meet this requirement?
2. Can you supply a variety of both formal and informal table settings? Including plastic and steel tableware and serving ware? Please describe, or attach photos of your options for place settings and serving ware.

3. An emphasis on aesthetic display of food and serving areas is vital. Provide at least 3 – 4 sample photos of formal and informal events you have catered which show this.

Nutritional Awareness:

1. Describe your knowledge and provide your plans for meeting the needs for a diverse client base. Include options for choices based on religious, cultural and health-related criteria.
2. Describe how you, if applicable, source food ingredients through local producers and farmer's markets.
3. Please describe how you accommodate people with food allergies? Are allergens posted?
4. Describe any use of certified organic or near organic food sources.
5. Do you have an ingredient list on site at events?

Quality Assurance:

1. Describe how your staff, at an event, addresses 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 safety and accident prevention.

Community Benefits:

1. Describe any environmentally friendly practices in use in all phases of your business-procurement through service. This could include practices like composting, minimizing the use of Styrofoam, choosing reusable serving dishes and recyclable plates, etc.
2. Describe how left over food is handled.
3. Does your business offer a zero waste option for catered events at no extra cost for example, compostable utensils, plates and cups, condiment pumps, no individually wrapped items?
4. Would your company be willing to work with on-campus student organizations to donate left over food that hasn't been on the line?

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 menu(s) are updated and the process for notifying the university of the changes.

A. Section 5: Cost Response

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.

- A. Pricing: Attach pricing in separate document to your bid (format in Section 6)
 - 1. 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. List any additional costs that might be incurred, such as service charges etc.

Section 6: Administrative Information: Instructions and Basis for Award

A. Basic Instructions

- 1) **Proposal Submission**: Respondents must submit their proposal through the University's online system, ESM Solutions. The University does not accept hard-copy proposals.
- 2) **Separate Documents; Naming Documents**: Respondents must separate their technical and cost proposals. Respondents must submit only two documents: one document containing technical proposals and another document containing cost proposals. Respondents must clearly name their files, and the University's preferred format is: [supplier_name_technical] and [supplier_name_costs].
- 3) **Communication**: As a reminder, Respondents may only communicate with the Solicitation Coordinator or other staff member of the Office of Procurement Services.

B. General Information About this Solicitation:

- 1) **Request for Qualified Suppliers**: This is a Request for Qualified Suppliers solicitation and will be evaluated in 2 stages.
- 2) Stage 1 is the evaluation of the Mandatory Qualification. Only those respondents that successfully pass Stage 1 will be considered in Stage 2.
- 3) In Stage 2, the University will evaluate Respondents based solely on technical qualifications. While the University will not formally score pricing, the University will only issue an award to a Respondent that offers highly competitive pricing.
- 4) **Final Agreement; University's Authorized Officials**:
 - i. **Final Agreement**: No agreement that results from this solicitation is binding on either party until the University's Office of Procurement Services issues a Purchase Order.
 - ii. **Purchase Orders**: Only the University's staff members the Office of Procurement Services may sign a Purchase Order related to this solicitation.
 - iii. **Other documents**: For all other contractual documents, including but not limited to agreements, memoranda of agreement, memoranda of understanding, term sheets, or similar documents, only specifically named individuals have authority to sign on behalf of the University. A list of those individuals is located here: <http://treasurer.tennessee.edu/contracts/contractsignature.html>. Respondents must not contact these officials directly. Any contract signed by an unauthorized University employee does not bind the University.

C. General Information about the University:

The University of Tennessee is a public higher education entity, an IRS 170(c) non-profit, and the University is an instrumentality of the State of Tennessee. The University has offices in all 95

counties of the State of Tennessee. All of the University’s departments, campuses, institutes, etc. share the same legal existence and the same U.S. Federal I.D. Number: 62-6001636.

The University is composed of:

i. **Campuses:**

1. [Chattanooga](#) (UTC)
2. [Health Science Center](#) (UTHSC) (based in Memphis, TN)
3. [Knoxville](#) (UTK)
4. [Martin](#) (UTM)

ii. **Institutes:**

1. [Institute of Agriculture](#) (UTIA)
 1. [AgResearch](#)
 2. [College of Agricultural Sciences and Natural Resources](#)¹
 3. [College of Veterinary Medicine](#)
 4. [UT Extension](#)
2. [Institute for Public Service](#) (IPS)
3. [Space Institute](#) (located in Tullahoma, TN)²

iii. **Administration:** [UT System Administration](#) (UTSA)

The University is exempt from most taxes in the State of Tennessee, and is exempt from certain taxes in other states (CO, FL, ID, IL, IN, KA, KY, ME, MI, MN, MO, NJ, NM, ND, OH, RI, TX, WV). See the University’s [Controller’s Office website](#) for more details.

D. **Basis for Award:**

- 1) The scoring committee will score each Respondent based on the criteria listed below.
- 2) The University will average the scores given by each member of the committee.
- 3) The University will use the following scoring criteria:

Evaluation Criteria	Maximum Points Possible
Mandatory requirements/ Questionnaire	Pass/Fail
Technical qualifications	1000

- 4) The committee will make recommendations to the Office of Procurement Services based on the committee’s scoring.
- 5) The Office of Procurement Services will award to up to as many suppliers as the University sees fit, provided that all suppliers who receive awards must be within a competitive range on technical qualification scores.

¹ The College of Agricultural Sciences and Natural Resources is administratively part of the UT-Knoxville and the Institute of Agriculture.

² The UT Space Institute is administratively part of the UT-Knoxville Campus.

- 6) Best Interest: Respondents will **not** be formally scored on their financial responses. Instead, the University has sole discretion to determine the nature of the price negotiation, and the pricing structure and financial incentives that best meet the University's needs.

Section 7: Terms Governing this Solicitation

Terms Governing this Solicitation: The following terms govern this solicitation. **If a Respondent does not agree to any of the following terms, the Respondent must not bid.** The University hereby notifies Respondents that the University will not negotiate over these terms.

- A. Governing Law: The laws of the state of Tennessee, without giving effect to its principles of conflicts of law, govern this solicitation. Any liability of the University is governed by the Tennessee Claims Commission Act. The venue for any claim against the University is the Tennessee Claims Commission.
- B. Questions: Up to the deadline for questions, respondents may ask the Solicitation Coordinator questions in writing via email. In the event that a Respondent communicates with the Office of Procurement Services verbally, the Respondent acknowledges that all verbal communication is informal and does not bind the University; the only official communication about this solicitation will be via written communication. Respondent understands that it must not, and will not, rely on verbal communications with the University.
- C. Pre-Bid Conference: In the event that the University hosts a mandatory pre-bid conference, if a Respondent fails to attend the conference, the University will not accept Respondent's bid.
- D. Presentations: In the event that the University hosts presentations as part of its technical evaluation process, the University may invite only some of the Respondents for a presentation. The University will make such a determination based on technical scores before the presentations.
- E. Withdrawal: Respondents may withdrawal their proposal at any time before the submission deadline. Respondent may submit a revised or new proposal at any time before the submission deadline.
- F. 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.
- G. Evaluation Process: The University will use the evaluation process to award a contract based on the best value to the University: the best overall combination of technical and costs. Respondent understands that its response to this solicitation will be evaluated by a scoring committee. Respondent acknowledges that the scoring committee will subjectively evaluate Respondent's technical proposal.
- H. No Required Quantities or Spend; Non-Exclusive:
 - 1) No Required Quantities or Spend: Respondent acknowledges that any agreement that results from this solicitation will not obligate the University to purchase any specific amount of goods or services from Respondent, nor will the University be obligated to spend a minimum amount of money with Respondent.
 - 2) Non-Exclusive: Respondent acknowledges that any agreement that results from this solicitation will not be an exclusive agreement under which the University must procure goods or services only from Respondent. Respondent acknowledges that the University may purchase any goods or services, including the same or substantially similar goods or services, from sources other than Respondent.
- I. Confidentiality:

- 1) Introduction: Tennessee law limits the University's ability to withhold records from disclosure. Respondents must assume that all documentation, including pricing, submitted to the University will be subject to disclosure. The University hereby notifies all potential respondents and respondents that placing confidentiality notices on documents submitted to the University does not make the documents confidential under Tennessee law. The University will ignore such notices. Moreover, the University will not agree to provide advanced notice of disclosure.
 - 2) Prohibition Against Non-Disclosure Agreements: The University will not sign non-disclosure agreements related to Respondent's response to this solicitation.
 - 3) Open File Period: After the University issues an intent-to-award notice, Tennessee law deems all materials submitted by Respondents open for inspection by any Respondent for 7 calendar days.
 - 4) Public Records Act: If the University issues a final award, all documents, including the final contract, are subject to disclosure to any Tennessee citizen.
- J. Response Preparation Costs: The University will not pay any costs that a Respondent incurs associated with the preparation, submittal, or presentation of a response. By responding, each Respondent waives any claim against the University for costs the Respondent incurs as a result of responding to this solicitation.
- K. Amendment; Cancellation:
- 1) University's Right to Amend: The University may amend this solicitation at any time before the response deadline. If the University amends this solicitation, the University will issue a written addendum.
 - 2) University's Right to Cancel: The University may cancel this solicitation at any time. The University will have no liability to Respondents in the event of a bid cancellation.
- L. Unrestricted Right to Reject: The University may reject any response for any reason.
- M. Immaterial Defects: The University may waive minor variances from full compliance with this solicitation. If the University waives immaterial defects in a response, such waiver does not modify this solicitation's requirements.
- N. Negotiation: The University may negotiate with the top-scoring respondents in the best interest of the University.
- O. Respondent's Right to Withdraw its Response:
- 1) Withdrawal: Respondents may withdraw their response at any time before the deadline for responses. To withdraw a response, a Respondent must submit a written request signed by a representative authorized to legally bind the Respondent. Respondent must send withdrawal requests to the Purchasing contact listed above.
 - 2) Resubmit: Respondents may resubmit a response at any time before the deadline for responses.
- P. Late Responses: The University will not accept responses after the deadline listed in the Administrative Information section.
- Q. University's Discretion:
- 1) Generally: All decisions regarding this solicitation, including the award, are within the University's sole discretion. The University may, for example, award to a Respondent other than the highest-scoring respondent. Further, the University may, for example, award to a Respondent who does not

offer the lowest overall costs. For clarity, as used in this solicitation, the word “may” means “sole discretion.”

- 2) **Examples:** Without limiting the University’s unrestricted discretion, the University may:
- i. Reject any responses to this solicitation for any reason.
 - ii. Seek new proposals at any time before the response deadline.
 - iii. Seek clarification of additional information from any individual Respondent.
 - iv. Modify the selection criteria.
 - v. Modify the time schedule.
 - vi. Conduct negotiations:
 1. The University may negotiate with all qualified Respondents.
 2. The University may negotiate with only a single Respondent.
 3. The University may elect to conduct multiple negotiation rounds, and the University may structure the negotiations in the University’s sole discretion.
 4. If the University determines costs and contract finalization discussions and negotiations are not productive, the University reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

R. **Dispute Resolution:** In the event that a Respondent disputes anything related to this solicitation, the Respondent must first follow the University’s protest procedures. If the Respondent is not satisfied with the University’s resolution of the Respondent’s protest, and if requested by the University’s Chief Financial Officer, the Respondent shall enter into mediation with the University before the Respondent pursues any formal legal action. The parties shall make reasonable efforts to resolve any dispute before filing any formal legal action.

S. Waiver of Claims:

1) **Irrevocable Waiver:** By responding to this solicitation, Respondent hereby irrevocably waives any claims against the University’s trustees, officers, and employees, or former employees. Respondent hereby covenants not to sue University employees in their individual capacity. This release and waiver applies to Respondent and Respondent’s successors, heirs, and assigns.

2) **Materiality:** The University and Respondent state that this clause is material to this solicitation.

T. **University Policies:**

1) **Non-Solicitation:** Respondents shall comply with the University’s “Vending and Solicitations on the University Campus” policy: http://policy.tennessee.edu/fiscal_policy/fi0325/

U. **Gift Acceptance:** Respondents shall comply with the University’s “Employee Gift Acceptance Policy”: http://policy.tennessee.edu/fiscal_policy/fi0717/

V. **Severability:** The University and Respondent intend as follows:

- 1) That if any provision of this solicitation 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;
 - i. That if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the solicitation will remain in effect as written; and
- 2) That any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

W. **Compliance with Law:** Respondent shall comply with applicable law.