

REQUEST FOR QUOTATION (RFQ)

2012 Pearson Facility Catering

Pearson is an international media company with market-leading businesses in education, business information, and consumer publishing. With more than 30,000 employees based in 60 countries, we are a family of businesses that bring together some of the most valuable brands in publishing: the Financial Times, Penguin, Dorling Kindersley, Scott Foresman, Prentice Hall, NCS, Addison-Wesley, and Longman. From our roots as the world's largest book publisher, we have grown to provide a range of related services; testing and learning software for students of all ages, data for financial institutions, and public information systems for government departments.

Assessment and Information is a business group of NCS Pearson, Inc. (Pearson), the world's leading educational publishing company. From pre-school to high school, early learning to professional certification, Pearson provides textbooks, multimedia learning tools, and testing programs to help education 100 million people worldwide.

OBJECTIVE

Pearson is seeking quotations from qualified vendors to provide exclusive catering and catering management services for meetings held at Pearson's Austin, Texas facility located at 400 Center Ridge Drive, Austin, Texas 78753. The vendor will be required to provide catering services and meals for 20 to 125 (# of attendees) on an on-going basis.

Exact meeting dates will be provided to the selected Contractor throughout the year of 2012. Therefore, the dates will not be available before the contract is signed. The vendor must be willing to sign a contract without firm dates. Pearson will have approximately 90 meetings in 2012, each lasting 1 to 3 days with the busy meeting months being July, August, September and October. Most meetings require catering and average around 25 attendees.

PROPOSAL TERMS:

1. Pearson reserves the right to reject any and all proposals received as a result of this RFQ. If a proposal is selected, it will be at the sole discretion of Pearson based on various qualifications and capabilities including, but not limited to: price, quality of service, and variety of menu. Pearson reserves the right to consider proposals for modifications at any time before a contract would be awarded, and after negotiation between Pearson and qualifying vendors.
2. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. And deadlines for submission of proposals/quotations may be adjusted to allow for revisions.
3. To be considered, proposals must be submitted to Pearson on or before the date and time specified.

4. Pearson reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects, if in Pearson's sole judgment, the best interests of Pearson will also be served.

TERM OF CONTRACT:

It is anticipated that a one year contract will be awarded pursuant to this RFQ, with the potential for annual contract renewals at the sole discretion of Pearson, upon mutual agreement of the parties.

DATES

- a. RFQ Issued: August 15, 2011
- b. Proposals Due: September 15, 2011
- c. Date of Award: November 1, 2011

QUOTATION SUBMISSION

Questions regarding this RFQ should be submitted by email to:

Carissa.Reedy@Pearson.com

Please submit one copy of your quotation and a copy of your health certificate no later than September 15, 2011 To:

Pearson
Attn: Carissa Reedy
400 Center Ridge Drive, Suite F
Austin, Texas 78753

SPECIFICATIONS

Quotation submissions should specifically address the following items. If a requested service cannot be provided, or if any of the Optional Services specified herein cannot be provided, please explicitly state its omission.

Mandatory Requirements

- Contractor will be expected to provide food for hot buffet breakfasts, hot buffet lunches, and afternoon breaks for up to as many as (125) attendees;
- The Pearson facility will provide equipment to warm food but Contractor will be expected to cook and prepare food off-site and transport the food to the Pearson facility for meal service.
- The Contractor selected will be providing food for the same meeting participants over the course of 2 or 3 days. Therefore; the selected Contractor must have the ability to provide a variety of food rather than serving the same menu each day. It is required that the submitted proposal/quotation contain 10 sample all day menus

which include breakfast, lunch, and an afternoon break. These sample menus should demonstrate the variety that the caterer can offer.

- The cost for the described service should be given in an ***all day per person food package price*** (hot buffet breakfast, hot buffet lunch, and an afternoon break). Any service charge fees should be listed separately.
- The contractor selected will be required to remain onsite at Pearson's meeting center on meeting days to monitor the buffet set-up and replenish buffet serving dishes when needed. Buffet set-ups must look professional with nice presentation and décor.
- Contractor must submit an itemized invoice for each meeting occurring at the meeting center. Pearson will be unable to pay an upfront deposit for this catering service. An invoice must be submitted after each meeting. Pearson is a net45 company.
- Contractor must respond to Pearson phone calls and emails promptly (within 24hrs).

Optional Services (Preference will be given to vendors that can provide these additional services.)

- Provide compostable plates, cups, and utensils for all meals. Information on the compostable products used should be displayed in the meeting center. Trash bins for compostable material should clearly be labeled. If there is an extra charge for the compostable dinnerware, the vendor must list that cost separately. It is required that the vendor provide samples of these products along with the submitted proposal/quotation.
- Provide compost bin and pick-up service. It is required that the vendor state how often pick-up service will occur. If there is an extra charge for compost pick-up, the vendor must list that cost separately.

HUB PREFERENCE

If your company or your proposed subcontractors qualify as a Historically Underutilized Business (HUB) please submit the current copy of such certification. As defined in V.T.C.A. Texas Government Code §2161.001:

(2) "Historically underutilized business" means an entity with its principal place of business in this state that is:

- (A) a corporation formed for the purpose of making a profit in which 51 percent or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management;
- (B) a sole proprietorship created for the purpose of making a profit that is completely owned, operated, and controlled by an economically disadvantaged person;

- (C) a partnership formed for the purpose of making a profit in which 51 percent or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management.
 - (D) A joint venture in which each entity in the venture is a historically underutilized business, as determined under another paragraph of this subdivision; or
 - (E) A supplier contract between a historically underutilized business as determined under another paragraph of this subdivision and a prime contractor under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.
- (3) "Economically disadvantaged person" means a person who is economically disadvantaged because of the person's identification as a member of a certain group, including Black Americans, Hispanic Americans, women, Asian Pacific Americans, and Native Americans, and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

Please Note

If vendor does not qualify to apply for a Historically Underutilized Business (HUB) certification, it is required that the vendor submit a monthly report to Pearson of HUB suppliers and the dollar amount spent with these suppliers on Pearson's meeting center. Pearson is requiring that 10% of the vendor's total expenditures be spent with HUB businesses.

TERMS AND CONDITIONS

Pearson makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFQ. Pearson will not be responsible for any costs incurred in the preparation of your response to this RFQ. If your quotation includes the use of subcontractors you must name the subcontractor, and clearly detail the work to be done by the subcontractor(s). You will have full responsibility for all services to be provided by such subcontractor(s).

The following terms and conditions will be included in the resulting contract. If you have an exception to any of the terms contained herein, please note them in your response or you will be deemed able to comply.

The scope of services to be provided will be determined at Pearson's full discretion. Pearson reserves the right to negotiate the terms and conditions of any contract that may result from this RFQ.

INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend Pearson, all of its officers, agents and employees from any and all claims, actions, suits, demands, and causes of action of whatever kind or nature asserted by any third party occurring or in any way incident to, arising from, or in connection with, any acts or omissions of the Contractor or any agent, employee, subcontractor, or supplier of Contractor in performance of the Contract project.

SUBCONTRACTING

Contractor shall not assign, transfer or subcontract any of its rights or responsibilities under this Contract without prior formal written amendment to this Contract properly executed by both Pearson and Contractor.

ASSIGNMENT OF CONTRACT

This Contract may not be assigned, sold, or transferred without the express written consent of Pearson. An attempted assignment after Contract award without Pearson approval will constitute a material breach of contract.

CONTRACTORS PROPOSAL

Contractor's proposal that was furnished to Pearson in response to a Request for Quotation is incorporated into any resulting contract between the parties. The provisions of the final contract shall prevail in the event of a dispute.

CONTRACT TERMINATION

If Contractor, in Pearson's sole determination, fails or refuses for any reason to comply with or perform any of its obligations under the resulting contract, Pearson may impose such sanctions as it may deem appropriate. This includes, but is not limited to, the withholding of payments to Contractor until Contractor complies, the cancellation, termination or suspension of this Contract in whole or in part, and the seeking of other remedies as may be provided by this Contract or by law. Any cancellation, termination, or suspension of this contract, if imposed, shall become effective at the close of business on the day of Contractor's receipt of written notice thereof from Pearson.

INDEPENDENT CONTRACTOR

Contractor shall act hereunder solely as an independent contractor and not as an employee of Pearson. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, or relationship of employer and employee between the parties. Contractor is not authorized to enter into or commit Pearson to any agreements, and Supplier shall not represent itself as the agent or legal representative of Pearson and Contractor shall select its own employees, agents, or servants, and such employees, agents, or servants shall be and act under the supervision of Contractor, and shall not be the employees of Pearson; further, Pearson and Contractor

are not "co-employers" of Contractor's employees. Contractor is responsible for, and Pearson shall not be liable for, any withholding taxes, payroll taxes, other employment taxes, worker's compensation, unemployment insurance, employer's FICA, social security or other taxes or withholding on behalf of Contractor or any person, persons, or entities employed or engaged by Contractor. Further, Contractor is responsible for the full payment of the wages, employee benefits, and all other compensation to all employees, agents, or servants engaged by Contractor in the performance of the terms of this Agreement.

INSURANCE

The successful vendor awarded the contract shall obtain and retain insurance, including workers' compensation, automobile insurance, and general liability, as applicable, or as required by State or Federal law prior to commencement of any work in connection with the Contract. The Contractor awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide Pearson with evidence of such insurance and renewals.

CONFIDENTIALITY

Contractor acknowledges that any and all non-public information regarding Pearson and its business that is disclosed by Pearson to Contractor during the course of this Agreement, or which comes to the attention of Contractor during the course of performing Services, constitutes a valuable asset of Pearson, is proprietary to Pearson, and is confidential. Contractor will not disclose said information or knowingly permit its employees, officers, agents or invitees to disclose said information to any non-employee of Contractor, or to any employee of Contractor not having a specific need to know in performance of Services authorized by Pearson.

Contractor further agrees to instruct its employees, officers, subcontractors, Contractor Employees, agents or invitees not to disclose, sell, lease, assign, transfer or reveal to any organization, company or individual any information belonging to Pearson, whether oral or written, without prior written consent of Pearson, and Contractor agrees to take all reasonable steps necessary to insure fulfillment of this obligation. Contractor will upon request of Pearson require its employees, subcontractors, and Supplier Employees to execute an agreement in which they agree that they will be bound to the terms and conditions of this Paragraph.

In the event that a subpoena or other legal process is served upon Contractor that in any way concerns information disclosed by Pearson to Contractor, Contractor agrees to notify Pearson immediately upon receipt of such subpoena or other legal process and will cooperate with Pearson in any lawful effort by Pearson to contest the legal validity of such subpoena or other legal process. This Paragraph shall survive the termination or expiration of this Agreement.

