REQUEST FOR PROPOSAL

#### The University of Texas Health Science Center at Houston

for

## Selection of a Vendor to Provide

#### Operation and Management of Food Services

#### RFP No.: 744-R1614 Food Services - HCPC

Pre-Bid Conference: Tuesday, May 17, 2016 @ 2:30PM CST

Bid Submittal Deadline: Friday, June 10, 2016 @ 2:00PM CST

HUB Plan Submittal Deadline: Friday, June 10, 2016 @ 2:00PM CST

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Prepared By:

Michael K. Ochoa, C.P.M., Purchasing Contracts Administrator

The University of Texas Health Science Center at Houston

1851 Crosspoint, OCB 1.160

Houston, Texas 77054

Michael.Ochoa@uth.tmc.edu

May 6, 2016

Request for PROPOSAL

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##### SECTION 1

**INTRODUCTION**

* 1. **Description of University**

Founded in 1972, The University of Texas Health Science Center at Houston (UTHealth) is one of the fifteen component Universities of The University of Texas System. UTHealth is the most comprehensive academic health center in Texas, and is comprised of the following buildings & schools:

* Medical School (MSB) - 6431 Fannin Street
* Medical School Expansion (MSE) – 6431 Fannin Street
* Cyclotron Building (CYC) – 6431 Fannin Street
* School of Dentistry (SOD) – 7500 Cambridge Street
* School of Public Health (SPH) - 1200 Pressler Street
* School of Nursing (SON) – 6901 Bertner Avenue
* School of Biomedical Informatics (SBMI) - 7000 Fannin Street
* Graduate School of Biomedical Sciences (GSBS)– 6767 Bertner Avenue
* Biomedical & Behavioral Sciences Building (BBS) – 1941 East Road
* Institute of Molecular Medicine (IMM) – 1825 Pressler Street
* Harris County Psychiatric Center (HCPC) - 2800 South MacGregor Drive
* Operations Center Building (OCB) -1851 Cross Point Avenue
* University Center Tower (UCT) - 7000 Fannin Street
* Professional Building (UTPB) - 6410 Fannin Street

UTHealth combines biomedical sciences, behavioral sciences, and the humanities to provide interdisciplinary activities essential to the definition of modern academic health science education. UTHealth is committed to providing health professional education and training for students, and is dedicated to providing excellence in research and patient care, which is offered through its clinics, Memorial Hermann Hospital System (its primary teaching hospital), and other affiliated institutions. UTHealth is a major part of the concentration of medical schools, hospitals and research facilities generally referred to as the Texas Medical Center.

The University of Texas Health Science Center at Houston System has nearly 6,500 employees and approximately 4,500 students. As a component of the University of Texas System, UTHealth is subject to the “Rules and Regulations of the Board of Regents of the University of Texas System for the government of The University of Texas System.”

**1.2 Background and Special Circumstances**

 The University of Texas Harris County Psychiatric Center (HCPC) is a 276-bed (psychiatric facility, established by the State of Texas legislature to provide mental healthcare for the residents of Harris County and to conduct research into the causes and cures of mental illness as well as to provide education of professionals in the care of the mentally ill.  The three-story, 180,000 square-feet building opened in October of 1986 in its current location on the far-east side of the Texas Medical Center.

  HCPC patient population of children, adolescents, and adults has an average length of stay of 7.0 days.   Patients suffer from depression, major depression, bipolar disorder or schizophrenia.

            The hospital has approximately 470 employees, including direct and indirect clinical workers, as well as support personnel. .  Faculty members from the Department of Psychiatry and Behavioral Sciences of the UTHealth Medical School are responsible for the clinical and teaching programs as well as direct research activities.  The facility serves as a training site for psychiatric residents from the UTHealth McGovern Medical School.  The hospital also provides educational opportunity for students of nursing, social work and other clinical areas.  Approximately 500 students rotate through the hospital on a yearly basis.

**Please note:  HCPC is a State of Texas agency and is strictly a component of UTHealth.  It is NOT a part of the Harris County Hospital District nor is it a county agency.**

**1.3 Objective of this Request for Proposal**

The University of Texas Health Science Center at Houston (the “**University**”) is soliciting proposals from qualified vendors in response to this Request for Proposal for Selection of a Vendor to Provide Operation and Management of Food Services (the “**Services**”), RFP No.744-R1614 (this “**RFP**”). The Services, which are more specifically described in **Section 5.4** (Scope of Work) of this RFP, include full-service food, and non-alcoholic beverage services.

**1.4 Group Purchase Authority**

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System ("UT System"), which is comprised of fourteen institutions described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

**SECTION 2**

**NOTICE TO PROPOSER**

**2.1 Submittal Deadline**

University will accept proposals submitted in response to this RFP until 2:00PM CST on Friday, June 10, 2016 (the “**Submittal Deadline**”).

**2.2 University Contact Person**

Proposers will direct all questions or concerns regarding this RFP to the following University contact (the “**University Contact**”):

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, Texas 77054

Michael K. Ochoa, C.P.M.

Michael.Ochoa@uth.tmc.edu

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to University Contact. *University Contact must receive all questions or concerns via email no later than 10:00AM CST on Tuesday, May 31, 2016.* University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

**2.3 Criteria for Selection**

The successful Proposer, if any, selected by University in accordance with the requirements and specifications set forth in this RFP will be Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to University. The successful Proposer is referred to as the “**Contractor**.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) services to University, (2) total overall income to University, (3) total overall cost to University, and (4) project management expertise. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to University in a contract for the Services.

An evaluation team from University will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. University may give consideration to additional information if University deems such information relevant.

The criteria to be considered by University in evaluating proposals and selecting Contractor will be those factors listed below:

Cost – 40%

 Qualifications – 60%

**2.4 Key Events Schedule**

Issuance of RFP May 6, 2016

 Pre-Bid Conference Tuesday, May 17, 2016 @ 2:30PM CST

 (ref. **Section 2.6** of this RFP)

Deadline for Questions/Concerns Tuesday, May 31, 2016 @ 10:00AM CST

(ref. **Section 2.2** of this RFP)

Proposal & HUB Plan Submittal Deadline Friday, June 10, 2016 @ 2:00PM CST

(ref. **Section 2.1** of this RFP)

**2.5 Historically Underutilized Businesses**

2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “**HUB**”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any of the Services, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this Section 2.5 will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by Proposer is subject to review by University to ensure compliance with the HUB program.

2.5.2 University has reviewed this RFP in accordance with Title 34, *Texas Administrative Code*, Section 20.13 (a), and has determined that subcontracting opportunities are probable under this RFP.

2.5.3 A HUB Subcontracting Plan (“**HSP**”) is required as part of Proposer’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses attached as **APPENDIX THREE** and incorporated for all purposes.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including* ***APPENDIX THREE****. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with Section 2161.252, Government Code.*

*Questions regarding the HSP may be directed to:*

*Contact: Shaun McGowan*

*Manager, HUB & Small Business Program*

*Phone: (713) 500-4862*

*Email:* *Shaun.A.McGowan@uth.tmc.edu*

Contractor will not be permitted to change its HSP unless: (1) Contractor completes a newly modified version of the HSP in accordance with the terms of **APPENDIX THREE** that sets forth all changes requested by Contractor, (2) Contractor provides University with such a modified version of the HSP, (3) University approves the modified HSP in writing, and (4) all agreements or contractual arrangements resulting from this RFP are amended in writing by University and Contractor to conform to the modified HSP.

2.5.4 *In addition to the materials identified in* ***Section 3*** *of this RFP*, Proposer must submit the following HUB materials (“**HUB Materials**”):

1. **one (1) complete original paper copy of Proposer’s *HSP***, and
2. **one (1) complete electronic copy of Proposer’s *entire proposal* in a single .pdf file on a flash drive**,

to University *at the same time Proposer submits the other copies of its proposal* and *no later than the Submittal Deadline* (ref. **Section 2.1** of the RFP).

Proposer’s HUB Materials must be submitted to University (as instructed in **Section 3.2** of this RFP) under separate cover and in a separate envelope (the “**HSP Envelope**”).  Proposer must ensure that the top outside surface of its HSP Envelope clearly shows and makes visible:

2.5.4.1 the RFP No. (ref. **Section 1.3** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP), both located in the lower left hand corner of the top surface of the envelope,

2.5.4.2 the name and the return address of Proposer, and

2.5.4.3 the phrase “HUB Subcontracting Plan”.

Any proposal submitted in response to this RFP that is not accompanied by a separate HSP Envelope meeting the above requirements will be rejected by University and returned to Proposer unopened as that proposal will be considered non-responsive due to material failure to comply with advertised specifications. Furthermore, University will open a Proposer’s HSP Envelope prior to opening the proposal submitted by Proposer, in order to ensure that Proposer has submitted the number of completed and signed originals of Proposer’s HUB Subcontracting Plan (“HSP”) that are required by this RFP. A Proposer’s failure to submit the number of completed and signed originals of the HSP that are required by this RFP will result in University’s rejection of the proposal submitted by that Proposer as non-responsive due to material failure to comply with advertised specifications; such a proposal will be returned to Proposer unopened (ref. **Section 1.5** of **APPENDIX ONE** to this RFP). **Note**: The requirement that Proposer provide two originals of the HSP under this **Section 2.5.4** is separate from and does not affect Proposer’s obligation to provide University with the number of copies of its proposal as specified in **Section 3.1** of this RFP.

2.5.5 University may offer Proposer the opportunity to seek an informal review of its draft HSP by University’s HUB Office. If University elects to extend this offer, details regarding the opportunity will be provided during the Pre-Proposal Conference (ref. **Section 2.6** of this RFP) or by other means. This process of informal review is designed to help address questions Proposer may have about how to complete its HSP properly. Any concurrence in or comments on Proposer’s draft HSP by University’s HUB Office will *not* constitute formal approval of the HSP, and will *not* eliminate the need for Proposer to submit its final HSP to University, concurrently with Proposer’s proposal, in accordance with the detailed instructions in this **Section 2.5**.

**Please note the HSP can be reviewed by the Manager of the HUB and Small Business Program up to 24 hours before the HSP is due.  THIS IS STRONGLY ENCOURAGED to ensure compliance with HSP guidelines.  Failure to meet guidelines outlined in the HSP will result in disqualification of your proposal.**

**It is recommended that ALL HSPs be reviewed by the HUB manager 7 DAYS prior to the HSP due date, thus allowing for correction and compliance.**

2.5.6 HUB Subcontracting Plans will be evaluated on June 10, 2016. An email will be sent to all Respondents indicating those plans that passed and failed. At that time, the bids with a passing HUB Subcontracting Plan will be opened.

**2.6 Pre-Proposal Conference**

University will hold a pre-proposal conference at 2:30 PM CST on Tuesday, May 17, 2016, in the lobby of The Harris County Psychiatric Center Building located at 2800 S. MacGregor Way, Houston, Texas 77021 (ref. **APPENDIX FOUR Campus Map**). You will be escorted from the lobby to the cafeteria where the meeting and site visit will take place. The pre‑proposal conference will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP.

**SECTION 3**

**SUBMISSION OF PROPOSAL**

**3.1 Number of Copies**

Proposer must submit a total of six (6) complete and identical copies of its *entire* proposal and a complete and identical copy of its *entire* proposal on CD-ROM. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

**3.2 Submission**

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1** of this RFP) and should be delivered to:

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, TX 77054

Attn: Michael K. Ochoa, C.P.M.

**3.3 Proposal Validity Period**

Each proposal must state that it will remain valid for University’s acceptance for a minimum of One Hundred Twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

**3.4 Terms and Conditions**

3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5** of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

 3.4.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);

 3.4.1.2. Sample Agreement (ref. **APPENDIX TWO**);

 3.4.1.3. Proposal Requirements (ref. **APPENDIX ONE**);

 3.4.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

**3.5 Submittal Checklist**

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then University may reject the proposal:

3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)

3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6** of this RFP)

3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)

3.5.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)

3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5** of this RFP)

3.5.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** of this RFP and **APPENDIX THREE**).

3.5.7 Signed and completed W-9 Form.

3.5.8 Copy of Proposer’s insurance certificate in accordance with limits stated in the attached Sample Agreement (ref. **APPENDIX TWO**).

**SECTION 4**

**GENERAL TERMS AND CONDITIONS**

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a list of the exceptions as part of its proposal in accordance with **Section 5.3.1** of this RFP. Proposer’s exceptions will be reviewed by University and may result in disqualification of Proposer’s proposal as non-responsive to this RFP. If Proposer’s exceptions do not result in disqualification of Proposer’s proposal, then University may consider Proposer’s exceptions when University evaluates Proposer’s proposal.

**SECTION 5**

**SPECIFICATIONS AND ADDITIONAL QUESTIONS**

**5.1 General**

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the “**Contractor**.”

**5.2 Minimum Requirements**

Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

* + 1. Contractor will ensure that all personnel records are current and contain documentation required by UTHealth, HCPC, and credentialing organizations.
		2. Contractor must have experience delivering service in a hospital setting.

**5.3 Additional Questions Specific to this RFP**

Proposer must submit the following information as part of Proposer’s proposal:

* + 1. If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must submit a list of the exceptions.

5.3.2 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with [*Section 2252.908, Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.908) (“**Disclosure of Interested Parties Statute**”), and [1 Texas Administration Code Sections 46.1 through 46.5](https://www.ethics.state.tx.us/rules/adopted_Nov_2015.html#Ch46.1) (“**Disclosure of Interested Parties Regulations**”), as implemented by the Texas Ethics Commission (“**TEC**”), including, among other things, providing the TEC and University with the information required on the form promulgated by the TEC and set forth in **APPENDIX SEVEN**.**Proposers may learn more about these disclosure requirements, including the use of the TEC electronic filing system, by reviewing the information on the TEC website at** [**https://www.ethics.state.tx.us/whatsnew/FAQ\_Form1295.html**](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)**.**

5.3.2 Provide a statement of the project approach, any unique benefits, and other relevant considerations.  Briefly address the requirements, objectives and activities in **Section 5**.

5.3.4 Submit a work plan with key dates and milestones. Your response should include:

 a. Identification of tasks to be performed and/or goods to be provided.

 b. Time frames to perform the identified tasks.

 c. Staffing recommendations, including hours and staff salaries.

d. Describe the Diet Manual utilized by your company and its cost, if any, to the University.

e. Describe your clinical nutrition care guidelines and its integration with dietary and food service.

f. Define your patient/customer education process, materials, and associated costs, if any. Supply samples if possible.

 g. Describe the clinical nutrition care to be provided.

h. Submit proposed patient menu including portion sizes, number of calories, and percentage of fat for adults, child and adolescent patients. We have two menus – the main menu and the ‘alternate’.

i. Describe the recommended food production services including service records/recipes, menu planning, forecasting inventory management and analysis, ordering, receiving, accounts payable, merchandising, cost control and total quality management.

j. List compliance strategies for Joint Commission, OSHA, ADA, and HIPAA state and local governmental compliance, worker’s compensation, licenses and permits, and any other regulations as appropriate.

5.3.5 Describe the types of reports or other written documents you will provide, other than those referenced in “Section 5 – Specifications” if any, and the frequency. Include samples of reports and documents if appropriate.

**Managerial and Technical**

5.3.6 Provide summary resumes for proposed project team members, including their specific experiences with similar contracts, and number of years with your company.

5.3.7 What difficulties do you anticipate in serving the University and how do you plan to manage these? What assistance will you require from the University?

5.3.8 Describe your company’s service support philosophy, how is it carried out, and how success in keeping this philosophy is measured.

5.3.9 Describe your company’s quality assurance program. What are your company’s requirements, and how are they measured?

5.3.10 Provide a list of any goods or services not specified in this RFP that your company would provide to University.

5.3.11 Provide details regarding any special services or product characteristics, or other benefits offered, or advantages in the University selecting your company.

5.3.12 Provide an estimate of the earliest start date following execution of a contract.

5.3.13 Confirm that you will ensure that all personnel records are current and contain documentation required by UTHealth, HCPC, and credentialing organizations.

5.3.14 What is your company’s experience in developing nutritional meals for children and adolescent that would be accepted by them?

**5.4 Scope of Work**

Contractor will provide the Services more particularly described in the Agreement (ref. **APPENDIX TWO**) including but not limited to:

**CAFETERIA AND PATIENT MEAL SERVICES:**

5.4.1 Contractor will supervise, on behalf of the University, all food preparation and related services that also include therapeutic diets as ordered for patients. Contractor will supervise all food preparation and delivery of both general and therapeutic meals to their respective nursing stations at designated times. Contractor will be responsible for the return of dishes, utensils, trays, and waste to dietary washing facilities. The University will be responsible for actual delivery and service to the patients, once meals are delivered to nursing stations. Contractor will use tray line and tray delivery system to be supplied by The University for assembly and transportation of above mentioned meals. All foods are to be prepared on site or in a designated site that can be inspected by University. Contractor will also offer, as agreed to by both parties, adequately-staffed breakfast and lunch meal service and a‑la‑carte items for consumption by employees and guests in the employee cafeteria, Monday through Friday, excluding holidays during mutually agreed-on hours. Contractor is to provide grill service seven (7) days a week from 7:45 a.m. until 4:45 p.m. Breakfast may be required for a very small number of patients at or about 5:00 a.m. (Hours to be mutually agreed by both parties).

5.4.2 Contractor agrees to supervise and will make certain that all menus are nutritionally adequate for therapeutic diets for patients, employees, visitors, and University staff and will submit all menus to the University’s designated administrator for approval, at least one week prior to service. The nutritional care program will fulfill all requirements as stated in the Accreditation Manual for Hospitals, (latest edition) of The Joint Commission.

 5.4.3 Contractor will be able to provide food for late admissions to the hospital.

 5.4.4 Contractor will provide weekday dinner and weekend lunch and dinner in the staff cafeteria for appropriate patients while providing on-unit meals for patients unable to go to the cafeteria.

 5.4.5 Contractor will provide additional snacks as needed for patients on weekends.

 5.4.6 Contractor will provide meal replacements once a week per unit as requested. Meal replacements defined as special order meals, e.g. pizza, chicken tenders, delivered in bulk to the unit, along with plates, utensils, and other items needed to serve and eat the food.

 5.4.7 All food inventories are owned by the Contractor.

 5.4.8 Contractor will be available to provide catering for employee and hospital special events with separate pricing; to be quoted upon request.

 5.4.9 Contractor will be able to provide ‘Choices Meal Option’ which would be for a limited menu for meals served on the unit. Those meals would be all breakfasts, all weekday lunches, and some weekend lunches and evening meals. Currently patients are able to choose from offerings when they eat in the cafeteria; this option would allow them to choose from offerings for their meals served on the unit. Choices Meal Option would result in all patients having a choice of meals, regardless where the meal is eaten.

‘Choices Alternate’ would be based on two meal choices and three meal choices.  Whether or not we are able to implement this ‘Choices Alternative’ will depend on the price offered to University. See Section 6.2 for more details.

The table below estimates the number and location of meals.

|  |  |  |  |
| --- | --- | --- | --- |
|  | Breakfast | Lunch | Evening |
|  | Units | Cafeteria | Units | Cafeteria | Units | Cafeteria |
| Weekdays | 222 | None | 222 | None | 124 – 142 | 80 - 98 |
| Weekends | 222 | None | 100 - 121 | 101 - 122 | 100 – 121 | 101 - 122 |

**EMPLOYEE STAFFING:**

 5.4.10 Contractor shall maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Contract. Contractor shall assign to the University a designated representative who will be responsible for the coordination and administration of University's service and reporting requirements.

 5.4.11 Contractor will provide and maintain on duty, at University, a qualified resident Director of Food Service who will direct all functions of the operation, including the supervisory staff and hourly employees. The University reserves the right to approve the selection of said Director.

 5.4.12 Contractor will provide sufficient dietician services to meet hospital needs: currently estimated at the equivalent to 1.5 FTEs. A minimum of one (1) full FTE must be a licensed dietician to meet the requirements of the patient population and to comply with appropriate regulatory requirements.

 5.4.13 All dietary employees will attend University’s one-half (1/2) day employee orientation program within thirty (30) days of placement at University. Contractor will pay routine compensation to their employees during hospital orientation and University will assume orientation costs.

5.4.14 All dietary employees will obtain an identification badge from the University and will wear their identification badge whenever they are on University property. All dietary employees shall complete a physical exam from the University’s health clinic to assure compliance with the University’s infection control policies. All dietary employees shall have access to the University’s health clinic for infection control screening in compliance with the University’s employee health policies.

 5.4.15 Contractor will assume responsibility for a high quality nutritional care program for patients. Nutritional care of patients will be provided and supervised by a qualified licensed A.D.A. dietitian. Dietitian duties are to include, but not limited to the following:

1. Continuing liaison with the administration, medical staff, and the nursing staff.
2. Patient and family counseling as needed.
3. Approval of menus, including modified diets, and any required nutritional assessments.
4. The writing of modified diets.
5. Using the diet manual handbook, and consultation with the medical staff.
6. Provision of diet instruction and the recording of pertinent dietetic information in the patient's medical record.
7. Participation in the development of policies and procedures.
8. Participation in continuing education program, and evaluation of the dietetic services provided.
9. Documentation and evaluation of individuals skills and performance

 5.4.16 All management and non‑management food service personnel will be employees of Contractor. Contractor will prepare and process the payroll for and shall pay all food service employees directly. Contractor agrees that it will not hire any supervisory employee of University without specific written permission as long as this contract is in force, plus one year. University also agrees not to hire any management or supervisory employees of Contractor without specific written permission during the time this Contract is in force, plus one year.

 5.4.17 Contractor will maintain adequate staff to ensure quality of service and to prevent an interruption of service. A supplemental work force will be on-call to support the existing work force in the event of absenteeism.

 5.4.18 The University may request the removal of any of the Contractors employees from the staff with appropriate cause.

 5.4.19 All dietary employees working at University, including the Director of Dietary Services, will be on Contractors payroll but will adhere to University’s personnel policies. Contractor will pay the cost of their wages, payroll taxes, vacation, and any other customary fringe benefits. Additional management support services will be provided concerning personnel, purchasing, dietetic and administrative services by the home office staff of Contractor.

 5.4.20 Identification badges and parking fees are required and the responsibility of the Contractor. I.D. badges are $15.00 each.

 FACILITIES EQUIPMENT, MAINTENANCE, REPLACEMENT, RENOVATIONS, AND ALTERATIONS:

 5.4.21 Contractor will assume full responsibility for all operating costs associated with the food service operation except as set out in this Section. Items not identified will be negotiated as necessary.

 5.4.22 Contractor must maintain in good repair and appearance all contractually related or assigned equipment owned by the University. University agrees to maintain walk-in coolers and freezers. Changes or modifications to University -owned space, property, fixtures, fixed equipment or utilities may not be made without written authorization of University representative, unless specified in the anticipated contract. The University will furnish utilities and outlets required during normal hours of operation. The University will not guarantee an uninterrupted supply of water, electricity, air conditioning or heat, except that it would be diligent in restoring service following an interruption. The University will not be liable for any loss that may result from the interruptions or failures of any such utility services.

 5.4.23 The University will not be responsible for damage or loss to Contractor's equipment or inventory due to vandalism, robbery, or any other action or cause. Contractor must be responsible for all losses due to misappropriation of gross sales receipts. The University will cooperate to the extent it deems feasible in guarding against such occurrences.

 5.4.24 Plumbing maintenance costs will be the responsibility of the Contractor. Invoices for plumbing repair/service will be forwarded to Contractor for payment.

 5.4.25 Contractor owned equipment not removed from the University on termination of this contract, and/or after ten days written notice to the Contractor may be removed and placed in storage by the University.

 5.4.26 The University will be responsible for insect and pest control in all food service areas. The Contractor must maintain maximum insect and pest control for products and equipment.

 5.4.27 The University will provide custodial maintenance in the seating areas and the Contractor must cooperate in keeping this service to a minimum. Contractor employees shall bus tables and maintain seating area in orderly state as well as clean floor spillage which occurs during hours of operation. The Contractor must remove all waste container trash, cartons, crates, etc. from food service areas to dumpsters provided and serviced by the University.

 5.4.28 The Contractor will be responsible for all costs associated with cleaning of all kitchen premises, serving area (except waxing and buffing), equipment and related fixtures. Upon termination of this agreement, the Contractor shall surrender the same to the University in as good condition as when received, ordinary wear and tear and acts of God excepted. If the replacement of an individual item is required due to ordinary wear and tear or acts of God, the University shall bear the entire costs of such replacement.

 5.4.29 The University shall provide the following at its expense:

1. Food and office equipment currently on University inventory.
2. Structural and basic repairs to and maintenance of the building and fixed equipment.
3. Use of the University interoffice mail system and University bulletin boards.

5.4.30 If requested by Contractor, University shall negotiate and provide under separate written amendment to Agreement signed by both parties, the following facility use fees to be paid to University by Contractor:

1. Overhead for all "after-hour" catered events hosted by the Contractor.
2. Overhead and flat fee for kitchen use for outside the University catered events hosted by the Contractor.
3. Postage will be charged for external mail.

5.4.31 The Contractor shall provide at his or her own expenses all renovations, alterations, changes, or modifications to the existing facilities, subject to the following terms and conditions.

1. Said changes must have the prior written approval of the University, and must be in compliance with all applicable University, State, Federal and local ordinances. The Contractor must receive preliminary written approval from the appropriate campus official before proceeding with detailed plans and specifications.
2. If such preliminary written approval is given, the Contractor must then submit detailed plans and cost estimates for proposed changes, with the names of any construction companies and principal suppliers to be involved. If the appropriate campus officials give final written approval, the Contractor may then proceed with the proposed project.
3. The Contractor shall bear the costs of all expenses for any renovations, alterations, changes, modifications or enhancements initiated by the Contractor and shall not be reimbursed by the University at the expiration of the contract period. Such renovations, alterations, changes, modifications or enhancements shall immediately become the property of the University.
4. The Contractor shall provide copies of receipts for payment for each renovation, alteration, change, modification or enhancement to the University within thirty (30) days of payment.
5. The Contractor shall provide for maintenance and repair of all movable fixtures and equipment furnished by the Contractor.
6. The Contractor shall conform to fire, safety, traffic, parking and other University or statutory regulations as imposed on University units and other contractual services on its premises and their personnel.
7. The Contractor shall reimburse the University within thirty (30) days of invoicing at its regular internal charge rates for any services provided by the University or upon Contractor’s request, including but not limited to: utilities, custodial services, telephone and toll charges; security surveillance or the like within any part of food services; maintenance; mailing, duplication, or transportation services.
8. The Contractor has 15 days to notify the University regarding disputed charges.
9. The Contractor shall assume responsibility for the cost of repair and updates, maintenance fees etc. for any Contractor owned equipment and software.

 **SECURITY:**

5.4.32 The Contractor may utilize the University's centralized key system.

5.4.33 The Contractor will be responsible for control of all keys to Food Service locations except by authorized University personnel.

5.4.34 The Contractor shall be accountable to the University for a list of personnel having keys to University food service location.

5.4.35 Employment Background Checks:

 Contractor is responsible for conducting background investigations of individuals they will assign to provide services at University. Contractors shall not knowingly assign individuals to University who has a history of violent behavior or a felony conviction.

 The investigation shall include, at a minimum

 1. A five (5) year previous employment history with all employment gaps reported.

 2. A ten (10) year criminal history check on each individual in each state in which the individual resided or was employed.

3. A survey of the Texas Department of Public Safety website search for all individuals to be assigned to University Premises. Individuals with convictions of any local, state, or federal crime, other than minor traffic violations, should not be placed at University without being reviewed and approved in writing by University’s Human Resources department. For an individual with a criminal background to be considered for placement at University, Contractor shall send the completed background check result in an email requesting such approval to human\_resources@uth.tmc.edu.

**INVENTORY:**

5.4.36 At the commencement of the term of the Contract, the University and Contractor will jointly inventory all dishes, glasses, flatware, and similar loose items owned by University and will agree as to the adequacy of the inventory levels for normal operating requirements. Any shortage will be brought up to the agreed upon operating levels at the University’s expense. If Contractor is requested to provide an occasional additional level of service whereby the small ware inventory is not adequate, it will be the responsibility of Contractor to provide additional small wares. If Contractor is required to provide a constant additional level of food service, it shall be the responsibility of the University to increase, without charge to the Contractor, the inventory of the above mentioned items as required for the additional service.

5.4.37 Contractor will promptly replace all small wares and catering equipment that were originally provided by University at the commencement of this Contract and that are lost due to breakage, pilferage, or any other cause. Purchases of such original wares and catering equipment of University by Contractor will conform as close as possible to weights, standards, patterns, and brands of small wares and catering equipment originally purchased. The University will make no exception even if costs have increased since the original purchase.

5.4.38 University will not be responsible for damage or loss to Contractor’s equipment or inventory due to vandalism, robbery, or similar cause. Contractor is responsible for all losses due to misappropriation of gross sales receipts by unauthorized persons. University will exercise reasonable care in guarding against such occurrences.

 **CLEANING/SANITATION:**

5.4.39 At all times Contractor will maintain sanitation standards commensurate with the highest city or state health department certification. Failure by Contractor to maintain the highest city or state health department certification will constitute default on the part of Contractor and will, at the option of University, render this contract terminated. Contractor will allow access to food service area for the purpose of inspection, observation, and quality review.

5.4.40 On a quarterly basis, the Contractor will be responsible for cost associated with cleaning and sanitation of the grease traps and monthly line chemical treatments.

5.4.41 Contractor is responsible for all costs associated with the cleaning and sanitation of the food preparation area as well as the food serving area. The University is responsible for the daily maintenance of the food serving area, including the floor. University agrees to wax and buff the floor in the food serving area on a weekly basis. The University will paint the walls and ceilings on an as needed basis as determined by the University. The University will clean windows both outside and inside the food service facility.

 **CONTRACT CLOSE/CONTRACT TERMINATION:**

5.4.42 Upon termination of this contract, Contractor shall surrender the kitchen premises, serving areas, equipment, and other fixtures originally provided by the University to the University in as good condition as when received, ordinary wear and tear and acts of God accepted. If replacement is required due to ordinary wear and tear or acts of God, the University will bear the reasonable costs of such replacement.

5.4.43 Contractor will supervise the use of all Dietary Department equipment and will see to it that all dietary employees exercise due care in safety and the proper use of such equipment. When equipment is in need of mechanical repair resulting from normal use and normal wear and tear, University, when notified, will order and pay for such repairs. When both parties determine that a Contractor employee is found to be negligent in the use of the equipment and repair bill results, Contractor agrees to reimburse University for the cost of the repair. When University determines that equipment is in need of replacement, University agrees to replace the needed equipment at its cost. University shall retain ownership of all equipment.

REPORTING REQUIREMENTS:

5.4.44 Contractor will be required to produce and submit to HCPC administration the following reports on a quarterly basis:

a. Quarterly Expenditure Comparison Report: Information, which details month-by-month comparisons with an annualized comparison between current and previous year’s expenses and profits. Expenditure report to include:

1. Number of patients served by month and associated cost
2. Number of meals served per day to patients and staff, and associated cost
3. Number of snacks served per day with associated cost
4. Number of hours contractor is on-site conducting food service operations per day
5. Number of late meal deliveries by unit
6. Monthly catering request and associated cost

 b. Customer Satisfaction: Contractor and HCPC administration will establish acceptable benchmarks and standards for customer satisfaction with the hospital’s food service based on HCPC’s Press Ganey survey.

MISCELLANEOUS PROVISIONS:

 5.4.45 Contractor will comply with the University Emergency Preparedness Plan developed and on file in the food service are area and shared with HCPC Safety Department.

 5.4.46 The University will require on occasion, use of the dining room space at

 non-meal times for non-food service activities.

5.4.47 Contractor will be required to maintain compliance with all Joint Commission and HIPAA standards and requirements. University reserves the right to audit and/or inspect compliance records.

 FOOD SERVICE STATISTICS:

 5.4.48

|  |  |
| --- | --- |
| **Food service hours** | 100 hours per week |
| **Average Number of meals per day** | 703 |
| **Average number of trays sent to Unit per day** | 660 |
| **Number of meals served to employees per day** | 173 |
| **Annual gross sales from employee cafeteria** | $200,000 |
| **Number of Food Service employees** | 23 |
| **Average daily census** | 222 |
| **Seating capacity in staff dining room** | 75 |
| **Number of HCPC employees** | 469 |

Kitchen/Equipment Description: Full-service kitchen and patient cafeteria, staff dining room and catering.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

**Proposal of:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Proposer Company Name)

**To:** The University of Texas Health Science Center at Houston

**Ref.:** Selection of a Vendor to Provide Operation and Management of Food Services

**RFP No.:**  744-R1614 Food Services - HCPC

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

**6.1 Pricing for Services Offered**

**Rates Per Patient Day**:

Respondent is to quote a base rate per patient day. *Per Patient Day* is defined as unlimited meal portions served three (3) times per day based on a total of 222 patients and/or 666 meals per day. Per Patient Day Rate:

 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Rates Per Patient Day Modification**:

In that HCPC cannot guarantee a daily census of 222 patients and/or 666 meals, Respondent is to quote a percentage and the associated cost (if any) by which the *Per Patient Day Rate* will be modified for the following:

 Less than 222 patients and 666 meals per day:

 %\_\_\_\_\_\_\_\_\_ Adjustment

 $\_\_\_\_\_\_\_\_\_\_Change to Per Patient Day Rate

 More than 222 patients and 666 meals per day

 %\_\_\_\_\_\_\_\_\_ Adjustment

 $\_\_\_\_\_\_\_\_\_\_Change to Per Patient Day Rate

 **Additional Costs:**

Contractor is to quote a cost plus a percentage rate for the following items that are separate from the *Per Patient Day Rate*. Contractor will bill for these items separately and provide HCPC with supporting documentation (purveyor's invoices):

1. Nourishment’s:

Cost plus \_\_\_\_\_\_\_\_\_\_\_\_%

1. Coffee services for patient care areas.

Cost plus \_\_\_\_\_\_\_\_\_\_\_\_%

1. Snacks. Each Director of Nursing or designee for the respective area will approve each monthly floor stock bill.

Cost plus \_\_\_\_\_\_\_\_\_\_\_\_%

1. Disposable Dishes.

Cost plus \_\_\_\_\_\_\_\_\_\_\_\_%

1. Late admissions and outpatient services to be billed at:

 $\_\_\_\_\_\_\_\_\_\_\_\_\_/meal

1. Additional rebate amount from staff cafeteria sales:

 \_\_\_\_\_\_\_\_\_\_\_\_\_%

**6.2 Alternate Pricing**

Patients would be able to choose either from two or three options for meals eaten on the unit (Section 5.4.9).

 Two Choices Meals $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Per Patient Day

 Three Choices Meals $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Per Patient Day

**6.2 Delivery Schedule of Events and Time Periods**

 Number of calendar days to begin services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**University’s Payment Terms**

University’s standard payment terms for services are “Net 30 days.” Indicate below the prompt payment discount that Proposer will provide to University:

Prompt Payment Discount: \_\_\_\_\_%\_\_\_\_\_days/net 30 days.

Contractor understands and agrees that payments under this Agreement may be subject to the withholding requirements of Section 3402(t) of the Internal Revenue Code.

 Respectfully submitted,

 **Proposer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**By:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Authorized Signature for Proposer)

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

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

 **Date:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPENDIX ONE

PROPOSAL REQUIREMENTS

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**SECTION 1**

**GENERAL INFORMATION**

**1.1 Purpose**

University is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by University.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

**1.2 Inquiries and Interpretations**

University may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFP. Only University’s responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany Proposer’s proposal.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone number and FAX number to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to such party.

**1.3 Public Information**

Proposer is hereby notified that University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (*Government Code*, Chapter 552.001, et seq.). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

**1.4 Type of Agreement**

Contractor, if any, will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor (the “**Agreement**”) attached to this RFP as **APPENDIX TWO** and incorporated for all purposes.

**1.5 Proposal Evaluation Process**

University will select Contractor by using the competitive sealed proposal process described in this Section. University will open the HSP Envelope submitted by a Proposer prior to opening Proposer’s proposal in order to ensure that Proposer has submitted the number of completed and signed originals of Proposer’s HUB Subcontracting Plan (“HSP”) that are required by this RFP (ref. **Section 2.5.4** of the RFP.) All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date or that are not accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be rejected by University as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

University may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of Contractor on the basis of negotiation with any of Proposers. In conducting such negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At University's sole option and discretion, University may discuss and negotiate all elements of the proposals submitted by selected Proposers within a specified competitive range. For purposes of negotiation, University may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, University will defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, University reserves the right to include additional proposals in the competitive range if deemed to be in the best interests of University.

After submission of a proposal but before final selection of Contractor is made, University may permit a Proposer to revise its proposal in order to obtain Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. University is not obligated to select Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University.

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

**1.6 Proposer's Acceptance of Evaluation Methodology**

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] the Criteria for Selection (ref. **2.3** of this RFP), [c] the Specifications and Additional Questions (ref. **Section 5** of this RFP), [d] the terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by University during this RFP process.

**1.7 Solicitation for Proposal and Proposal Preparation Costs**

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University’s anticipated requirements for the Services, and University has made no representation, written or oral, that any particular scope of services will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer’s preparation of a proposal in response to this RFP.

**1.8 Proposal Requirements and General Instructions**

1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.

1.8.3 University will not provide compensation to Proposer for any expenses incurred by Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.

1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University’s sole discretion.

1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University’s sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University’s sole discretion.

**1.9 Preparation and Submittal Instructions**

1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5** ofthis RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by University, in its sole discretion.

1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6** ofthis RFP), as part of its proposal. In the Pricing and Delivery Schedule, Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to University, and the time period within which Proposer proposes to be able to complete each such phase.

1.9.4 Proposer’s General Questionnaire

Proposals must include responses to the questions in Proposer’s General Questionnaire (ref. **Section 3** of **APPENDIX ONE).** Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

1.9.6 Submission

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP No. (ref. **Section 1.3** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown in the lower left‑hand corner on the top surface of the container. In addition, the name and the return address of Proposer should be clearly visible.

Proposer must also submit the number of originals of the HUB Subcontracting Plan (“HSP”) as required by this RFP (ref. **Section 2.5** of the RFP.)

Upon Proposer’s request and at Proposer’s expense, University will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFP.

University will not accept proposals submitted by telephone, proposals submitted by Facsimile (“**FAX**”) transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University’s consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to University, in University’s sole discretion.

By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on University that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified herein and that such intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer’s proposal.

1.9.7 Page Size, Binders, and Dividers

Proposals must be typed on letter-size (8-1/2” x 11”) paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

1.9.8 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.9.9 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

**SECTION 2**

**Execution of Offer**

**THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH PROPOSER’S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

**2.1** By signature hereon, Proposer represents and warrants the following:

2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer; (3) University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer’s preparation of a response to this RFP.

2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.

2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.

2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.

2.1.6 If selected by University, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

2.1.7 If selected by University, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.

2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.

2.1.9 Proposer will defend with counsel approved by University, indemnify, and hold harmless University, The University of Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.

2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

**2.2** By signature hereon, Proposer offers and agrees to furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP.

**2.3** By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and Proposer may be removed from all proposal lists at University.

**2.4** By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting contract or agreement.

**2.5** By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

**2.6** By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer’s proposal.

**2.7** By signature hereon, Proposer certifies as follows:

"Under Section 231.006, *Family Code,* relating to child support, Proposer certifies that the individual or business entity named in Proposer’s proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

**2.8** By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to University in writing; (ii) Proposer has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer’s proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into a contract or agreement with Proposer.

**2.9** By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

**2.10** By signature hereon, Proposer represents and warrants that all products and services offered to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.

**2.11** Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time University makes an award or enters into any contract or agreement with Proposer.

**2.12 Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation:

If Proposer is a Corporation then Proposer’s Corporate Charter Number:  \_\_\_\_\_\_

RFP No.: 744-R1614

**NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under Sections 552.021 and 552.023, *Government Code*, individuals are entitled to receive and review such information. Under Section 559.004, *Government Code*, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.**

**Submitted and Certified By:**

(Proposer Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer’s Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

**SECTION 3**

**PROPOSER’S GENERAL QUESTIONNAIRE**

**NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under Sections 552.021 and 552.023, *Government Code*, individuals are entitled to receive and review such information. Under Section 559.004, *Government Code*, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.**

Proposals must include responses to the questions contained in this Proposer’s General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

Address of principal place of business:

Address of office that would be providing service under the Agreement:

Number of years in Business:

State of incorporation:

Number of Employees:

Annual Revenues Volume:

Name of Parent Corporation, if any   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTE:  If Proposer is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.**

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.

3.1.3 Proposer will provide a financial rating of Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under an Agreement with University (if any).

3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University’s RFP. Proposer will include in its customer reference list the customer’s company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.

3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to Section 231.006, *Family Code*, and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act*, Chapter 552, *Government Code*, and other applicable law.

**3.2 Approach to Project Services**

3.2.1 Proposer will provide a statement of Proposer’s service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP.

3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of an Agreement.

3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:

3.2.3.1 Identification of tasks to be performed;

3.2.3.2 Time frames to perform the identified tasks;

3.2.3.3 Project management methodology;

3.2.3.4 Implementation strategy; and

3.2.3.5 The expected time frame in which the services would be implemented.

3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in the RFP. Proposer will include samples of reports and documents if appropriate.

**3.3 General Requirements**

3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.

3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

**3.4 Service Support**

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

**3.5 Quality Assurance**

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

**3.6 Miscellaneous**

3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

**SECTION 4**

**ADDENDA CHECKLIST**

**Proposal of:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Proposer Company Name)

**To:** The University of Texas Health Science Center at Houston

**Ref.:** Selection of Vendor to Provide Operation and Management of Food Services

**RFP No.:**  744-R1614 Food Services - HCPC

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

 No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

 **Proposer:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**By:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Authorized Signature for Proposer)

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

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

**Date:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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