REQUEST FOR PROPOSAL

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

#### RFP No. 744-R1720

#### Valet Parking Services

Bid Submittal Deadline: June 26, 2017, 11:00 AM CST

HUB Plan Submittal Deadline: June 26, 2017, 11:00 AM CST

****

Prepared By:

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May 26, 2017

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
* Jesse H. Jones Library Building (JJL) - 1133 John Freeman Blvd.

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.”

An “**Institutional Affiliate**” means our affiliated Clinical practice, UT Physicians group, as designated by University, in connection with any Agreement.

**1.2 Objective of Request for Proposal**

The University of Texas Health Science Center at Houston (**University**) is soliciting proposals from qualified vendors to perform valet parking services (**Work**). The Work is more specifically described in **Section 5.3** (**Scope of Work**) of this Request for Proposal (**RFP**) 744-R1720.

**1.3 Group Purchase Authority**

Texas law authorizes institutions of higher education (defined by [§61.003, *Education Code*](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.61.htm#61.003)) to use the group purchasing procurement method (ref. §§[51.9335](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.51.htm#51.9335), [73.115](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.73.htm#73.115), and [74.008](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.74.htm#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 RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

**SECTION 2**

**NOTICE TO PROPOSER**

**2.1 Submittal Deadline**

University will accept proposals until 11:00 AM Central Standard Time (CST), on Monday, June 26, 2017 (**Submittal Deadline**).

**2.2 RFP Contact Information and Questions**

Interested parties may direct questions about this RFP to:

The University of Texas Health Science Center at Houston

Procurement Services

**Attention: LaChandra Wilson**

1851 Crosspoint, Suite OCB-1.160

Houston, Texas 77054

Email: LaChandra.Wilson@uth.tmc.edu

Subject Line: RFP No. 744-R1720

University instructs interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) in accordance with this Section on or before **11:00 AM CST, June 14, 2017** (**Question Deadline**), or (ii) if questions relate to Historically Underutilized Businesses, in accordance with **Section 2.5**.

University will provide responses as soon as practicable following the Question Deadline. University intends to respond to all timely submitted questions. However, University reserves the right to decline to respond to any question.

**2.3 Criteria for Selection**

The successful Proposer, if any, selected by University through this RFP will be the Proposer that submits a proposal on or before the Submittal Deadline that is the most advantageous to University. **Contractor** means the successful Proposer under this RFP.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) service, (2) total overall cost, and (3) project management expertise.

The evaluation of proposals and the selection of Contractor will be based on the information provided in the proposal. University may consider additional information if University determines the information is relevant.

Criteria to be considered by University in evaluating proposals and selecting Contractor, will be these factors:

* + 1. Threshold Criteria Not Scored
       1. Ability of University to comply with laws regarding Historically Underutilized Businesses; and

2.3.1.2 Ability of University to comply with laws regarding purchases from persons with disabilities.

* + 1. Scored Criteria
       1. **Pricing (35%)**

Evaluation in this category is based on the Respondent’s fees as stated in SECTION 6 of this RFP. Respondents providing the best cost and budget expectations will be given the highest available score in this category. Next ranked respondents will be proportionately ranked accordingly.

* + - 1. **Operational Experience and Ability (25%)**

Evaluation in this category is based on the Respondent’s responses regarding experience and abilities as stated in Sections 5.4.2 - 5.4.11 of this RFP.

* + - 1. **Management Oversight & Staffing (20%)**

Evaluation in this category will be based on the Respondent’s responses regarding management and staffing capabilities as referenced in Sections 5.4.12 - 5.4.16 of this RFP.

* + - 1. **Customer Services (10%)**

Evaluation in this category will be based on the Respondent’s responses regarding customer service as stated in Sections 5.4.17 - 5.4.18 of this RFP.

* + - 1. **Innovations and Use of Technology (10%)**

Evaluation in this category will be based on the Respondent’s responses as stated in Sections 5.4.19 - 5.4.21 of this RFP.

**2.4 Key Events Schedule**

Date RFP Issued May 26, 2017

Pre-Proposal Conference June 1, 2017, 10:30 AM CST

(ref. **Section 2.6**)

Question Deadline June 14, 2017, 11:00 AM CST

(ref. **Section 2.2**)

Submittal Deadline June 26, 2017, 11:00 AM CST

(ref. **Section 2.1**)

HUB Subcontracting Plan Deadline June 26, 2017, 11:00 AM CST

(ref. **Section 2.5**)

**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 (**HUBs**) 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 Work, 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 Work will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of Work by the 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 [34 TAC §20.285](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=20&rl=285), and has determined that subcontracting opportunities are probable under this RFP.

2.5.3 A HUB Subcontracting Plan (**HSP**) is a required part of the proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses, attached as **APPENDIX THREE**.

*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 submit the HSP will be considered non-responsive to this RFP as required by* [§2161.252, *Government Co*de](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2161.htm#2161.252)*.*

Questions regarding the HSP may be directed to:

Shaun McGowan, Manager, HUB and Small Business Programs

Phone: (713) 500-4862

Email: [Shaun.A.McGowan@uth.tmc.edu](mailto:Shaun.A.McGowan@uth.tmc.edu)

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

2.5.4 *At the same time Proposer submits its* proposal *(no later than the Submittal Deadline specified in* ***Section 2.1****)*, Proposer must submit the following HUB materials (**HUB Materials**):

**TWO (2) complete original paper copies of Proposer’s HSP.**

As instructed in Section 3.2, Proposer’s HUB Materials must be submitted under separate cover and in a separate envelope (**HSP Envelope)** with the top outside surface clearly indicating the following:

2.5.4.1 RFP No. and the Submittal Deadline (ref. **Section 2.1**) in the lower left hand corner,

2.5.4.2 Name and the return address of Proposer, and

2.5.4.3 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 may be rejected by University and returned to Proposer unopened as non-responsive due to material failure to comply with advertised specifications.

University will open Proposer’s HSP Envelope prior to opening the proposal to confirm Proposer submitted the HSP. Proposer’s failure to submit the HSP will result in University’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

**Note**: The requirement that Proposer provide 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 specified in **Section 3.1**.

2.5.5 University may offer Proposer an opportunity to seek informal review of its draft HSP by University’s HUB Office before the Submittal Deadline. If University extends this offer, details will be provided at the Pre-Proposal Conference (ref. **Section 2.6**) or by other means. Informal review is designed to help address questions Proposer may have about how to complete its HSP properly. Concurrence or comment on Proposer’s draft HSP by University will *not* constitute formal approval of the HSP, and will *not* eliminate the need for Proposer to submit its final HSP to University as instructed by **Section 2.5**.

**2.6 Pre-Proposal Conference**

University will hold a pre-proposal conference at the date, time and location specified below. The pre‑proposal conference will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP.

**June 1, 2017, 10:30 AM CST**

**The University of Texas Health Science Center**

**University Professional Building (UPB)**

**6431 Fannin Street, Room LL110**

**Houston, TX 77030**

Parking is available in any of the public garages surrounding the McGovern Medical School designated for visitor parking. Parking fees vary per garage and will NOT be reimbursed by University.

**SECTION 3**

**SUBMISSION OF PROPOSAL**

**3.1 Number of Copies**

Proposer must submit FIVE (5) complete paper copies of its *entire* proposal AND ONE (1) complete electronic copy of its entire proposal in a single .pdf file on a flash drive. 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**) and delivered to:

The University of Texas Health Science Center at Houston

Procurement Services

**Attention: LaChandra Wilson**

1851 Crosspoint, Suite OCB-1.160

Houston, TX 77054

University will NOT acknowledge or receive Proposals that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

**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**), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5**). 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**);

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**).

**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**)

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**)

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

3.5.7 Signed and completed W-9 Form.

3.5.8 Copy of Proposer’s CURRENT insurance certificate. (Note: At the time contract execution, selected Contractor will be required to provide proof of insurance 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 5.4.1**. 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 the Proposer’s proposal.

**SECTION 5**

**SPECIFICATIONS AND ADDITIONAL QUESTIONS**

**5.1 General**

Minimum requirements and specifications for Work, 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**, **Contractor** means the successful Proposer.

**5.2 Proposer Minimum Qualifications**

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

5.2.1 Contractor must have a minimum of 3 years’ experience operating similar operations as the one described in this RFP.

5.2.2 Contractor must have an established operation in the Houston Metropolitan Area.

**5.3 Scope of Work**

**5.3.1 Term of Agreement**

The term of the awarded Agreement will begin on the Effective Date and expire on August 31, 2020. University will have the option to renew this agreement for two (2) additional one (1) year terms.

**5.3.2 Overview of Services**

Contractor will provide the following services to University:

1. The Bidder selected as contractor (Contractor) will be required to provide professional valet parking management services for a Customer (Customer) of the University. “Customer” shall mean patients, visitors, and patrons that choose to park in the UPB parking garage using valet services.
2. The University Valet Parking Operation currently consists of one separate valet station. The current location is:

**University Professional Garage (UPG)**

**6414 Fannin Street**

**Houston, TX 77030**

1. The UPG valet operation parks an average 140 - 200 vehicles daily. Vehicle height shall determine the location that the vehicle is parked. A vehicles with a height of 6’ 2” or less shall be parked in the UPG. A vehicles with a height more than of 6’ 2” shall be parked at the Prairie View A&M College of Nursing Parking Garage located at 6436 Fannin Street, Houston, TX 77030.

D. Valet parking operations shall begin at 7:00 AM and terminate 5:00 PM. Contractor will be required to provide a cashier and cash fund of two hundred dollars ($200.00) to provide cashiering service to the valet Customers and $50.00 for after-hour and Weekend Cashier. Contractor will stop accepting vehicles at 4:30 PM. Vehicles remaining at closing time will be parked on the valet breezeway drive. The keys will be turned over to the building security desk located inside the UT Professional Building located at 6410 Fannin Street, Houston, TX 77030.

E. The University shall have full and complete authority in determining compliance and operating standards and shall, at its sole discretion, enforce those standards to the fullest extent. The University shall promulgate rules, policies, procedures and regulations concerning the valet parking operation. The Contractor shall execute the University’s directives in all matters related to the operation of the Valet Parking Service, included, but not limited to, parking fees, operating procedures, audits, graphics, signage, hours of operation, terms and conditions for the valet parking of customer vehicles, location and priority of valet vehicle storage areas, employee uniforms, Contractor’s personnel assigned to the operation, revenue collection, deposit preparation, and customer service policies.

F. The University Director of Parking Services and the UPG Garage Manager, are duly authorized representatives of the University, and have direct authority over operation of the valet parking management services on behalf of the University.

G. In return for the parking management services provided to the University as defined within

these specifications, the Contractor shall be entitled to reimbursement of all allowable operating expenses and a management fee as defined and outlined herein and in the final agreement.

## 5.3.3 Work Site

1. Contractor will provide additional “vehicle acceptance” and “vehicle return” locations as required on an ad interim or permanent basis as conditions warrant.
2. University will provide the Contractor with parking areas for checked vehicles.
3. University will provide a structure, at University expense, in the parking area for vehicle/key control and site security.

Utilities

* + Water Service: Not available
  + Sewage: Not available
  + Electrical Service: Available
  + Steam: Not available
  + Telephone: Available

1. Customer’s vehicles will not be utilized for transportation between the parking area and vehicle acceptance area. Contractor will be responsible for providing, at its own expense, transportation for valet attendants from the parking area to the valet “acceptance” areas, if necessary. Only one (1) valet attendant is allowed in any customer’s vehicle at any given time.

## 5.3.4 Operations

1. Within three (3) minutes of vehicle arrival at a “vehicle acceptance” station, vehicle occupants will be greeted by a valet attendant and given a claim check. Within ten (10) minutes of the vehicle arriving at the “acceptance area,” the vehicle will be moved to the provided parking area. A crowded valet drive is not acceptable, and all vehicles, regardless of length of stay, must be moved to the designated parking area.
2. Valet attendants will be required to ask arriving vehicle occupants if they need assistance with a wheelchair. If a wheelchair is required, valet attendants will accommodate and assist occupants from their vehicles into a wheelchair. Upon departure, if patrons need assistance from their wheelchair into their vehicles, the valet attendants will be required to accommodate and assist them. Contractor will be responsible for ensuring its staff receives adequate training associated with this duty.
3. A patron returning to the “vehicle acceptance” station with a PAID claim check will receive their vehicle within ten (10) minutes.
4. Contractor will be required to monitor, record, and submit monthly a breakdown of vehicles “accepted,” vehicles “returned,” and cash tickets per hour, per day, and per location. This report must be submitted to University along with the required monthly report of expenses.
5. Heavy patient appointment periods are:

* Morning: 9:00 AM to 11:00 AM
* Afternoon: 1:00 PM to 3:00 PM

1. A customer will “check” and “claim” vehicle at the same location. Any vehicles claimed after 5:00 PM will need to be claimed from the University Professional Building Security Desk. Valet will leave keys with security at closing time.
2. Customers will be required to pay parking fee in advance when “checking” their vehicles. This rate will be determined by University.
3. Time is of the essence in the parking and delivery of customer vehicles. Contractor shall exert its best efforts to satisfactorily park and/or retrieve parked vehicles. Contractor shall also exert its best effort to keep the valet breezeway area clear of vehicles.

**5.3.5 Hours of Operation**

1. Contractor will be available to check-in/accept the first vehicle at 7:00 AM at the UPB/UPG Breezeway.
2. Contractor will be operational to “return” the last vehicle to UPB/UPG Breezeway.
3. Contractor will not accept Customer vehicles for valet parking less than thirty (30) minutes prior to closing time of 5:00 PM. Such Customers shall be directed to self-park in UPG or one of the Texas Medical Center Garages.
4. Vehicles remaining after closing hours of UPG shall be surrendered to Security Personnel for “after- hour” pick-up. University shall identify and provide Contractor a point of contact to return keys to at the end of the day.
5. Valet parking services are required Monday through Friday, five (5) days per week, with the exception of days that the University Director of Parking Services or the UPG Garage Manager provide prior notice to be closed. University will provide an annual schedule of Closed Days.
6. Valet parking services may be required for special events at University. The need for Contractor’s services for special events shall be communicated to Contractor writing and in advance, and Contractor will be required to staff these events accordingly.
7. Contractor shall provide a Customer Service Attendant to assist Customers with parking equipment at the garage exit.

Customer Service Attendant hours are Monday to Friday, 9:00 AM to 6:00 PM.

1. Contractor will provide a Night Garage Attendant that will provide the following services for customers.

1. Assist Customers with paying parking fees utilizing the Automatic Pay Station (APS) or the Exit Verifier (EV).

2. Verify that parking ticket is a paid ticket.

3. Utilize access card to vend parking gate if Customer has an unreadable ticket at the exit gate.

4. Record Customer name and parking ticket information for management to review.

5. Record Customer name and access card number information for management to review.

6. Provide emergency cashiering services.

7. Monitor and Respond to calls received.

8. Send lost or unreadable tickets to pay devices via parking access software.

1. Hours required for Night Attendants:

* Weeknights: 5:00 PM to 1:30 AM
  + - * Weekends: 8:00 AM to 8:00 PM

1. Payment by Customer

University shall set/establish the daily rate for valet parking. The current valet parking rate is a flat fee of $12.00 for vehicles parked up to 24 hours.

1. Contractor shall be responsible for collecting, reconciling, and depositing all monies collected during daily operating hours. All money shall be deposited in the UPG Parking Office Drop-Safe and no money is to be left unsecured overnight.
2. Customers shall and will not be required to tip for services received. The University discourages Contractor and its personnel from accepting tips.

**5.3.6 Valet Services Liability**

Consistent with other provision herein, Contractor shall carry sufficient insurance to cover all activities of the contract awarded and resulting from the response to this Request for Proposal, including but not limited to coverage that 1) meet the minimum University vendor requirements General Terms and Conditions, and 2) the liability requirements described in this section.

1. Contractor shall hold University harmless for damage to customer property arising from the performance of the Agreement. The minimum requirements outlined in the Request for Bid documents are preferred but the ultimate insurance types and coverage limits may be negotiated prior to execution of the final contract/agreement.
2. Property Damage: Contractor shall carry policies affording coverage after the first $500.00 of damage to customer property. University will reimburse the Contractor for any property damage settlement up to a maximum of $500.00 per month conditional upon the per-incident review and approval process as agreed upon by University and Contractor under this agreement and as described in paragraph 11, sections b and c immediately below.
3. It is understood and agreed to by Contractor and University that the first $500.00 of all property damage claims arising from the performance of the Agreement, as reviewed and approved by University on a per-incident basis and as reported monthly by Contractor may be treated by Contractor as an allowable expense as defined herein.
4. Loss of Property: Contractor will carry policies affording coverage for vehicles stolen while in its custody and care. It is understood and agreed by Contractor and University that the first $500.00 of all vehicle theft claims arising from the performance of this Agreement, as reviewed and approved by University on a per-incident basis and as reported monthly by Contractor may be treated by Contractor as an allowable operating expense as defined herein. In all cases where the vehicle theft is estimated to exceed $500.00, the University Parking Director and Valet Manager shall be advised before settlement.
5. It is further agreed by Contractor and University that Contractor shall not be responsible for claims of stolen contents from vehicles in its custody and care, conditional upon Contractor giving an appropriate form of notice to customer at or about the time Contractor takes control and custody of the vehicle. “Appropriate form of notice” as used in this paragraph shall mean such timely advisement given to customer in a manner substantially reflecting the commonly accepted standard business practice for valet parking service within the local community.
6. Bodily Injury: Contractor will carry sufficient insurance to comply with minimum coverage and shall hold University harmless of any claim resulting from the Contractor’s actions or inactions.
7. Loss Reports: The Contractor shall immediately make a report of any instance of reported loss, damage or injury. An investigation will be made and its results included in the report along with all the actions taken or settlement made. Contractor shall furnish two (2) copies of each report to University. The following addresses will be used:

Copy 1: The University of Texas Health Science Center at Houston

Attention: James Smiley

Director, Parking Services

7779 Knight Rd, Suite 104

Houston, Texas 77054

Copy 2: The University of Texas Health Science Center at Houston

Attention: Samuel Mazari

Manager, UPG Parking Operations

6414 Fannin, Suite G.25

Houston, Texas 77030

1. Contractor shall call University Professional Building (UPB) Security immediately to report any incident resulting in a loss of any kind, at which time,UPB Security shall prepare a separate incident report for University.
2. Unless otherwise stated, the Contractor shall be solely responsible for any and all damage to the property of University and/or the Texas Medical Center (TMC) to include, but not limited to parking garages, roadways, signs and shrubbery.

**5.3.7 Directional and Information Signs**

1. The Contractor shall provide a listing of suggested informational and/or directional signs required and a suggested source.
2. The listing will be supported by examples on “8 x 10” paper. Suggested letter size, actual sign size and coloring will be indicated. Final selection of color and size remains with University.
3. University shall obtain and install signs consistent with its architectural plan.

**5.3.8 Collection and Deposit of Revenue**

1. Contractor shall collect revenue from 7:00 AM until valet operations close at 5:00 PM. This revenue (less the operation change fund) shall be deposited daily in UPG Parking Office Drop Safe. The Cashier shall complete a Daily Cashier Report on revenue collected and valet parking activity. This report shall be audited by the University Professional Building Garage (UPG) Support Assistant on a daily basis. Any discrepancies shall be documented by the Support Assistant and brought immediately to the attention of the UPG Manager of Parking Operations and the valet supervisor. The Contractor shall recruit, train and maintain a professional workforce with competitive salaries. University shall provide pre-numbered, sequential tickets. These tickets shall be issued daily and Contractor shall account for all tickets issued daily, weekly, and monthly to the appointed University staff.
2. Contractor shall conduct drug tests and DPS checks on all employees operating on University property, and hire only employees with clean records to work the University operation.
3. University shall pay all charges (as defined in the Agreement) relating to operation excluding cellular telephones, long distance telephone calls, accident investigators and stated Contractor Furnished Items. Contractor must gain University’s approval for charges outside approved budget in advance and prior to allowing charges to occur.
4. The UPB Security and University of Texas Police Department (UTPD) shall patrol the valet parking lot and shal be empowered to make investigations and arrests on University property. Any employee of the Contractor, where theft is involved, shall be arrested, prosecuted, and terminated from the Agreement with Contractor making full restitution to University and the Customer.
5. Contractor shall settle claims for damages involving a Customer’s vehicle within 15 days. Response to Customer shall be immediate and shall not exceed 24 hours. Contractor shall provide reports of University’s choice, within reason.
   * 1. **Uniforms and Name Tags**

Contractor shall provide well-fitted and acceptably maintained uniforms. Contractor shall submit photographs or catalog pictures showing proposed attire for parking attendants and supervisor. University reserves the right to disallow a Contractor’s submittal and allow alternate uniform bids.

1. Contractor shall be required to attain University name tags for each of the valet parking attendants. Initial nametags at time of hire are free. Replacements name tags are $10.00 per tag.
2. Uniform are reimbursable expenses.

**5.3.10 Parking Limitations**

1. Parking space shall be provided for Contractor’s use in parking and storage of valet Customer vehicles.
2. The Contractor’s staff shall not park in spaces designated for, or used by, University valet parking. The Contractor’s staff shall be issued parking access cards to park in the UPG. It is the expectation that the Contractor employees park on the top floor (Level 8) of UPG, leaving all parking spaces on lower levels available to patients and visitors of the UPB and UPG.

**5.3.11 Level of Effort**

1. Timeliness in parking and returning vehicles is extremely important.
2. Contractor and UPG Manager, UPG Parking Operations will work closely to determine an appropriate and sufficient level of staffing to achieve this goal in adherence to approved budget. Contractor must demonstrate a high degree of flexibility in its operation.

**5.3.12 Operation of Valet Parking Service**

1. The University is authorized to promulgate rules, policies, procedures and regulations concerning the operation and use of the Valet Parking Service. No such rule, policy, procedure or regulation shall go into effect until ten (10) calendar days after a copy thereof has been provided to the Contractor, unless Contractor and the University mutually agree to an earlier date.
2. Contractor shall develop and recommend to the Manager, UPG Parking Operations all necessary equipment, policies, procedures, scheduling, improvements, and operating methods to be used by the Valet Parking Service. Such recommendations shall be submitted to the Manager, UPG Parking Operations in writing for approval prior to the commencement of the Contractor’s management of the Valet Parking Service. The Manager, UPG Parking Operations shall have the sole right to approve all such recommendations and, by written notice to the Contractor, make changes to the recommendations.
3. The Manager, UPG Parking Operations shall also have the sole authority to alter any such previously approved recommendation at any time during the term of this Agreement by notifying the Contractor in writing. Contractor agrees to execute the Manager, UPG Parking Operations directives in all matters related to the operation of the Valet Parking Service including, but not limited to, the following: parking fees, operating procedures, audits, security, traffic control, graphics, hours of operation, validations, location and priority of space assignments, space markings, employee uniforms, Contractor’s personnel assigned to the Valet Parking Service, and customer service.
4. Contractor shall observe and comply with any and all requirements of the constituted public authorities and with all applicable federal, state or local statutes, ordinances, regulations and standard rules, including by way of example, but not of limitation, all general rules and regulations promulgated from time to time by the University.
5. Contractor shall covenant and agree that it will take all reasonable measures in every proper manner to maintain, develop and increase the business conducted by it. Contractor shall not divert or cause any business to be diverted from the Valet Parking Service by referral or any other method unless requested by University.
6. Contractor shall be responsible for the safe storage of all tickets, Daily Cashier Reports and related forms until such time as the Manager, UPG Parking Operations, and/or his/her designee takes possession of them from the Valet Parking Service.
7. The Contractor shall do all things necessary, except those things expressly reserved to the University, to operate the Valet Parking Service in a proper, efficient and economical manner and to promote the customer usage of the Valet Parking Service. Without limiting the generality of the forgoing, the Contractor will:
8. Comply with applicable provisions of University’s Mission Statement and Core Values.

“The University of Texas Health Science Center at Houston is a comprehensive health science university composed of six schools, an institute of molecular medicine and a psychiatric center. UTHSC-H's mission is to treat, cure and prevent disease now and in the future by educating health science professionals; discovering and translating advances in social and biomedical sciences; and modeling the best practices in clinical care.”

1. Acquire and keep current all licenses required for the conduct of its business.
2. Furnish proper, safe, efficient and courteous service on an adequate, fair, equitable and impartial basis to those authorized by the University to use the Valet Parking Service.
3. Provide equal employment opportunity for all individuals without regard to race, creed, color, gender, age, national origin, religious preference, political affiliation or disability. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

5. Recruit, hire, promote, discharge and supervise all personnel employed in the operation of the Valet Parking Service. Contractor shall require that the valet employees, at all times while on duty, be attired to present a neat and clean appearance. The Contractor shall use reasonable care to employ and retain employees who are qualified, competent and trustworthy. As a minimum, the Contractor shall, prior to hiring an applicant, determine the following: compatibility of the applicant working in a customer service environment; test each applicant for the presence of illegal drugs and/or the presence of legal drugs in excess of medically-approved standards; and examine the applicant’s conviction record to determine instances of prior criminal convictions which would disqualify the applicant for a position of public trust. All employees shall be bonded. All Contractor employees shall be a minimum of 18 years of age. Exceptions to this provision must have prior approval of the Manager, UPG Parking Operations. No Contractor employees shall have been convicted of a felony or theft related misdemeanor. Contractor will conduct employment background checks on all newly hired employees (see Premise Rules). Contractor shall employ experienced, knowledgeable personnel to perform duties to which they are assigned.

6. Provide drivers that have valid State of Texas Driver’s License and will carry it with them at all times. Drivers must also be proficient in English. It is preferred that the attendant at the front has some knowledge of Spanish.

7. Each Contractor employee shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

8. To be eligible to perform under the Contract, each Contractor employee must adhere to standards of conduct that reflect credit upon the employee, the Contractor and the facility or facilities being served. In particular, each Contractor employee must have the ability to meet, communicate and deal with the general public; to understand and conform to applicable rules and regulations; and to maintain pose and self-control under pressure. The Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. **TMC IS A NO-SMOKING ZONE, AND THE USE OF ANY TOBACCO PRODUCTS ON UNIVERSITY PROPERTY, INCLUDING CUSTOMER VEHICLES, IS STRICTLY PROHIBITED**.

9. Contractor employees may be disqualified from duty by Contractor for violation of Contractor's personnel policies, which must have received prior approval of Manager, UPG Parking Operations and must be contained in Contractor's operations manual. If the Manager, UPG Parking Operations or his designee receives derogatory information on a Contractor employee, he shall notify the Contractor. The Manager, UPG Parking Operations shall have the right to request removal of any employee of the Contractor for just cause, and the Contractor agrees to comply with any such request.

10. Contractor shall be required to pay Contractor employees utilized at the Valet Parking Service hourly wages commensurate to that paid to employees in similar parking programs. Contractor shall furnish data to justify any wage question. Under no circumstances is any employee to be paid below the minimum wage. Further, such wages paid to Contractor employees should be at a level appropriate to attract and retain qualified, dependable employees. The Manager, UPG Parking Operations and Contractor shall on an annual basis review the wage rates for productive and supervisory labor-hours, and may by agreement in writing with the approval of the Manager, UPG Parking Operations, for good cause, increase or decrease the wage rates.

11. Determine all labor and personnel policies and shall negotiate any collective bargaining agreements and any labor contracts resulting there from which relate in whole or in part to its parking employees. Wages provided to Contractor’s employees should comply with all applicable federal, state and local statutes.

12. Select and appoint a dedicated Valet Manager who shall be in complete charge and whose exclusive responsibility for the Contractor shall be the management of this Valet Parking Service. Such person shall be a qualified and experienced manager with valet parking management experience. The Valet Manager must be of unquestionable integrity, with a minimum of three years’ service industry management experience and six months successful parking management experience in administration and supervision of similar operations. He/She shall be vested with full power and authority in respect to the conduct of Contractor’s operations.

The Valet Manager shall be assigned to the Valet Parking Service and available during normal business hours. After normal business hours, the Valet Manager shall be accessible to Contractor’s personnel and to the University by means of telephone, pager or some other electronic method. In case of an emergency, the Valet Manager, or his/her designee, must respond within 30 minutes after the Contractor’s employees or the University makes, or attempts to make, contact. The Valet Manager shall devote his/her workday time exclusively to the University’s valet parking operations. The Contractor will provide sufficient management personnel on duty or on call to render adequate service. In addition, an authorized representative of the Contractor must be on duty at the University at the hours and dates specified by the Manager, UPG Parking Operations in order to facilitate the planning and execution of Parking Management Services. The Valet Manager will perform on-going inspections to ensure a high level of performance and work practices on the part of the Contractor.

13. Be completely responsible for the training and performance of personnel employed by the Contractor. Training shall be sufficient in scope to produce the high quality of service required. Contractor shall control the conduct, demeanor and performance of its employees to ensure efficient and courteous service to all users of the Valet Parking Service on a fair, equal and non-discriminatory basis.

14. Employ sufficient number of competent personnel for the proper operation of the Valet Parking Service in conformity with the standards as determined by the University. Such staffing standards shall be determined by the University and provided in writing to the Contractor on an as-needed basis.

15. Exercise such control as it deems necessary for the orderly, safe, sanitary and secure use of the Valet Parking Service and to prevent or discourage disorderly conduct, breach of peace, public or private nuisances, littering, riots, destruction and damage to public or private property, personal injury, annoyances, molestation, illegal acts and violations of laws, regulations, ordinances and rules of the University in and about the Valet Parking Service.

16. Will not permit free parking by the Valet Parking Service by the general public unless specifically directed to do so in writing by the University. Nothing shall be construed to prohibit free parking of vehicles by the Valet Parking Service where necessary in connection with required operation, to comply with any agreement between the University and another party, or in connection with any inspection by the University or its authorized agents.

17. List all relevant and necessary security procedures in the parking facilities for the safe operation of the Valet Parking Service. Necessary security shall be determined solely by the University, with input from the Contractor. Any incident or accident occurring within the Valet Parking Service or on University properties shall be recorded in written reports. Copies of all incident/accident reports shall be sent to the Manager, UPG Parking Operations by the close of the next business day.

18. Will allow invitees of the Manager, UPG Parking Operations or representatives of the University access to any and all areas of the Valet Parking Service at any time without cost.

19. Submit all required reports, forms and documents to the University within the time frames established in this Agreement.

20. Promptly investigate any complaint received by the University concerning the operation of the Valet Parking Service or the conduct, demeanor or appearance of any employee, invitee or Contractor of Contractor. Contractor shall respond in writing to any such complaint within three (3) business days from its receipt by the Contractor. Copies of such complaints, along with the response, shall immediately be forwarded to Manager, UPG Parking Operations.

21. Prior to the start-up of the Contractor’s management of the Valet Parking Service, conduct a joint inventory of equipment on hand at the Valet Parking Service including office equipment and other operating equipment. Items listed on this joint inventory list remain the property of the University entrusted to the Contractor for use, maintenance and care.

22. Through its start-up of the operations of the Valet Parking Service, show conclusive evidence that the Contractor has examined the Valet Parking Service and its equipment, and has found them to be in good condition and operating order, except as otherwise specified in writing by the Contractor and the University.

23. At the time of termination of this Agreement, have all equipment listed on the joint inventory list reconciled with the University, and agrees the University will be reimbursed the full and complete costs for all items missing or damaged beyond normal wear and tear.

24. Not modify and/or alter any equipment, area, space or structural component of Valet Parking Service without written approval of the University.

25. Prohibit displaying or distributing of any advertising matter on or within the Valet Parking Service without written approval from the University.

26. Not assign, transfer or encumber the management of the Valet Parking Service to another person or entity. Should Contractor be purchased or merged with another company prior to the end of this agreement, the new entity is required to maintain operations and performance bonds previously in place. The University maintains the right to terminate this contract should a merger or buyout take place.

27. Have sufficient working capital to operate on a cash basis. Contractor shall not conduct its operations on a credit basis unless approved by the University.

28. Not conduct from or on the premises, any business or any commercial operation not authorized by the University.

29. Monitor and maintain the Valet Parking Service and its equipment in a manner satisfactory to the University and keep the Valet Parking Service and its equipment in a clean and orderly condition at all times. Contractor may use any equipment that belongs to the University and is on-site at the Valet Parking Service. Title to this equipment shall remain with the University. The Contractor may also use equipment purchased by the Contractor on behalf of the University. Use of any equipment by the Contractor shall be at Contractor’s sole risk and the Contractor shall protect and indemnify the University against all liability for said use. Expendable supplies on hand at the Valet Parking Service or provided to the Contractor during the term of this Agreement shall be made available at no cost to the Contractor.

30. Without limiting the generality of the foregoing:

1. Take a nightly inventory of remaining vehicles parked at the University by the Valet Parking Service. This inventory shall be by the license number and location of each automobile and shall be used in controlling lost and unaccounted tickets. Contractor shall, at the direction of the Manager, UPG Parking Operations, modify the inventory procedures or forms in accordance with standards established by the University.
2. Completely inspect the Valet Parking Service on a daily basis and maintain the Valet Parking Service areas in a clean and presentable condition, not allowing dirt, paper or trash of any kind to accumulate on the premises. Promptly report any graffiti on Valet properties.
3. Make no alteration and/or addition to the Valet Parking Service or Valet equipment without the written approval of the University.
4. Replace all materials, equipment and supplies stolen or vandalized. The cost of such replacement shall be an allowable operating cost, provided a police report has been filed and the replacement is not covered by any insurance policy or is not the result of Contractor employees’ theft or misuse.
5. Allow inspections of the facilities to be periodically conducted by the University, its designees, and/or consultants hired by the University. The University shall bear the full cost of any such inspection. A copy of any recommendations resulting from an inspection shall be provided to the Contractor.
6. Comply with all written directives of the Manager, UPG Parking Operations.
7. All Contractor employees will be expected to display a professional appearance at all times and will be required to wear uniforms including proper identification that have been approved in advance by the Manager, UPG Parking Operations. Such uniforms and the wearing of same shall, in general, conform to standards and usage prescribed by the Valet Manager. All Contractor employees performing under the Contract shall wear the same color and style of uniform. There shall be no visible rips or tears in the material, nor shall there be any broken or missing buttons or zippers. All items of the uniform shall be in a good state of repair. Contractor shall provide foul weather clothing for those employees required to perform while exposed to cold and/or inclement weather conditions. All foul weather clothing must be identical in style and color for each employee. Uniforms are reimbursable expenses.
8. The work schedules for all Contractor employees are to be prepared in advance and posted in work areas for a two-week period. Changes to schedules shall be posted in work areas in sufficient time to ensure that employees affected by a change in scheduled work hours are properly notified. Staffing shall be at a level to assure that the valet parking operation is staffed at all times the Valet is open for business. All Contractor employees shall be in uniform and ready to work promptly at the start of their shifts and shall remain on duty and in full uniform until the end of their full shifts. When relief periods (lunch, breaks, etc.) are authorized by the shift supervisor, replacement personnel must be provided. Each Contractor employee must sign in and sign out, at a location designated by the Valet Manager, when reporting for duty and when leaving at the end of the workday. If deemed necessary, the Manager, UPG Parking Operations may require a time clock.
9. Within 60 days from the award of the contract, Contractor shall develop and maintain at the Contractor's on-site offices an Operations Manual, approved by the Manager, UPG Parking Operations, containing complete staffing instructions for each individual duty station, and emergency procedure instructions for the Valet Parking Service. In addition, a master copy of the manual will be maintained at the Manager, UPG Parking Operations’ administrative offices. Changes to this manual will be dated and copied to all parties to ensure all are in compliance.
10. Contractor Access. The Contractor’s employees shall be entitled to enter upon and remain at the Valet Parking Service only during normal daily parking operations hours and events at the Valet Parking Service, and for a reasonable time prior to and subsequent to events, only for the purpose of exercising the rights and privileges herein mentioned in performance of the Contract. This paragraph shall not be construed to exclude the Contractor from reasonable access to office areas for the conduct of normal business activities associated with the Contract.
11. Dedicated Use of Space. The Manager, UPG Parking Operations will designate which space or areas the Contractor may use in the performance of the responsibilities as set forth herein to conform to the priorities established by Manager, UPG Parking Operations.
12. Right to Enter, Inspect and Make Repairs. Authorized officers, employees, agents, contractors, sub-contractors and other representatives of the University shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of Contractor's operations as is reasonably practical) to enter upon and in the premises for the purposes of inspection, maintenance or repair.
13. Property Accountability. All property furnished or purchased under this Contract by University shall remain the property of University. Upon termination of the Contract, Contractor shall render an accounting of all such property, which has come into Contractor's possession under the Contract. Any property furnished by University to fulfill contract requirements that is lost or damaged, resulting from improper use or negligence by Contractor employees, will be subject to invoice deduction adjustments.
14. Safeguarding Property. The Contractor shall take all reasonable precautions, as directed by the Manager, UPG Parking Operations or in the absence of such direction, in accordance with sound practices to safeguard and protect the Valet Parking Service. The Contractor will be responsible for ensuring that his employees do not damage or confiscate University property.
15. University reserves the right to dismiss any Contractor personnel that violates any of the above operating rules.

**5.3.13 Required Reports and Record Keeping**

1. Budget Report.

Prior to the Contractor’s management of the Valet Parking Service, submit to the University, on a form prescribed by the University, an operating budget for the first 12 months of operation with such detailed supporting data as the University may request. Thereafter, the Contractor shall, on or before March 1 each year, submit to the University an operating budget for the next fiscal year. The Contractor shall, if necessary, submit a revised operating budget for any calendar year if, in the reasonable opinion of the Contractor, operating expenses will vary more than 10% from those originally contained in the operating budget. Explanation of variances shall be included as part of any revised operating budget. The State of Texas Fiscal Year followed by University is September 1 – August 31st of the following year.

1. Daily Cash Report.

Contractor will be held responsible for the conduct of proper revenue control procedures and for the preparation and submission of reports associated with procedures. The Contractor shall prepare:

The Daily Cash Report shall be in a form provided by or approved by the University. The University may change, or direct the Contractor to change, the format of the report at any time. A copy of each Daily Cash Report shall remain on site for a period of no less than five (5) years. The Daily Cash Report shall reflect all financial transactions related to Valet operations for a specified period. The Daily Cash Report shall include:

* + - * 1. Number of tickets issued during the specified period
        2. Number and extended value of tickets collected
        3. Total gross revenue collected
        4. Any Validations
        5. Transactions by type (cash, check or credit card)
        6. Report Preparer Name, Valet Manager Name, and Manager, UPG Parking Operations Name

1. Daily Cashier Report.

Each business day cash receipts must be balanced to tickets issued. Cash receipts must be able to be tracked by user identification to each valet area. A Daily Cashier Report must be prepared according to the University’s specifications and it must balance to the cash receipts system and all receipts. Any discrepancies between actual money collected and receipts, cashier reports, or other documentation must be reported on the Daily Cashier Report with an explanation of the discrepancy. All tickets, receipts, copies of deposit forms, and computer generated cashiering reports (if used) must be attached to the Daily Cashier Report and forwarded to the UPG Parking Manager each business day along with the deposit.

1. Ticket Summary Report.

On a daily basis, deliver to the Manager, UPG Parking Operations a Ticket Summary Report in a format determined by the University. The University may change the format of the report at any time. A copy of this report shall be on site at the Valet Parking Service for a period of not less than three (3) years. The Report shall contain the following:

1. Opening and closing ticket numbers
2. The number of tickets issued on a daily basis
3. Number and extended value of tickets collected
4. Reconciliation of tickets and revenue
5. Number of unaccounted tickets
6. Number of voided tickets with reasons for voiding
7. Number of validated tickets
8. Number of overnight/extended stay tickets
9. Transaction totals by type and dollar amount

**5.3.14 Parking Revenue**

1. Parking Revenue shall include all monies received by or due to the Contractor as a result of Contractor’s management of the Valet Parking Service. Contractor shall report all Parking Revenue in its Daily Cashier Report submitted to the Manager, UPG Parking Operations.
2. Monies recovered from any insurance company by the Contractor for damage to any Contractor property shall be excluded from parking revenue. Federal, state, county, municipal sales tax or other taxes separately stated and collected from Valet patrons now or hereafter levied or imposed shall also be excluded from parking revenue as separate line items. No deductions shall be allowed from Parking Revenue for the payment of any franchise taxes or fees levied on the Contractor by another party.
3. The Contractor shall be responsible for depositing Parking Revenue in accordance with directives issued by the University. The Contractor shall prepare the daily deposit in forms and paperwork provided by the University, to be verified and signed off by the Manager, UPG Parking Operations, and then turned into the University’s Finance/Accounting staff.
4. The Contractor shall have available for deposit all Parking Revenue within twenty-four (24) hours of its receipt. Parking Revenue shall not be used to make up any deficiencies in the Contractor’s change fund. Checks or money orders accepted on behalf of the University by the Contractor may be made payable to the Contractor or the University at the sole discretion of the Manager, UPG Parking Operations. Cash over or short must be reported and explained as part of each Daily Cashier Report.
5. If any Parking Revenue is misplaced or lost while in the custody of the Contractor in any amount, the Contractor shall report the missing or lost money to the Manager, UPG Parking Operations immediately. The Contractor shall report the missing or lost money to the Manager, UPG Parking Operations immediately after the missing or lost money (within 24 Hours). The Contractor, at no expense to the University, shall replace the amount of Parking Revenue misplaced or lost in full within fourteen (14) days unless the University and the Contractor agree to a longer period of time. The amount of missing or lost Parking Revenue shall be determined by using journal tapes, receipts, counters and other appropriate means. If a dispute arises in the amount of misplaced or lost Parking Revenue, the University shall determine how much is due to the University. The University may investigate any incident of misplaced or lost Parking Revenue.
6. If any Parking Revenue is stolen, the Contractor shall notify UPB Security, the University Director of Parking Services and the Manager, UPG Parking Operations immediately after the theft is discovered. The Contractor shall file a claim with the appropriate insurance carrier in order for the University to recover the amount of Parking Revenue stolen. The Manager, UPG Parking Operations may investigate any incident of theft.

**5.3.15 Payments to Contractor**

The Contractor shall submit to the University by the 15th of each month, a statement of the amount due to the Contractor for the previous month’s activity. The invoice shall be completed in a manner consistent with the instructions of the University. The amount due the Contractor shall be the sum of all allowable operating expenses plus the management fee minus any deductions. The Contractor shall include sufficient documentation to support all allowable operating expenses. The University shall process the Contractor’s invoice within 30 days of receipt by the Contractor, provided all expenses are adequately documented.

**5.3.16 Allowable Operating Expenses**

The University shall reimburse the Contractor for approved operating expenses. Allowable operating expenses shall refer to all direct costs incurred by the Contractor, and approved by the University, in connection with the Contractor’s management of the Valet Parking Service. Contractor shall furnish an itemized list of each category listed below for payment approval by the University. In general, allowable operating expenses shall include only the following:

A. The proposed “Hourly Rate” which shall be inclusive of all wages and associated burden and fringe-benefits of Contractors on-site approved employees, costs for all insurances required to operate valet operation and any management fee or profit of the Contractor.

B. Cost of all contractual services, including uniforms of Contractor’s employees. Contractor must list any services they plan to contract out as part of this bid.

1. Refunds provided to Valet Parking Service patrons and approved by the University.
2. Any surcharges, handling fees, processing fees approved by the University.
3. Costs of operating equipment and supplies directly related to valet operation.

**5.3.17 Non-Allowable Operating Expenses**

1. Sales Taxes (University shall provide the Contractor with a sales tax exemption form)
2. Contractor change or petty cash fund
3. Administrative support services of corporate office

**5.4 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 **APPENDIX TWO**, Proposer must submit a list of the exceptions.

*Operational Experience and Ability*

* + 1. What procedures and practices does your company employ to prevent theft from patron’s vehicles?
    2. How does your company track driver performance in relation to volume of vehicles parked/ retrieved and overall safety?
    3. What specific training and/or programs does your company use to prevent accidents?
    4. What is your procedure for responding to accidents and filing claims?
    5. How many contracts has your company lost in the last three (3) years and why? May UTHealth contact the company?
    6. What kind of incentives do you offer to your drivers to increase performance and raise the level of your customer service?
    7. Does your company have a tip policy? and how do you handle the tips that your drivers collect?
    8. Provide a copy of your Standard Operating Procedures Manual. The manual shall include, as a minimum requirement, the following:

A. General operating and management policies

B. Procedures for cash control, accounting and auditing

C. Personnel staff schedules and job description

D. Personnel performance and quality assurance standards

E. Emergency procedure

F. Customer Service Standards

G. Contractor home office support

H. Contractor personnel policies

I. Procedures for lost tickets

J. Human Resources policies

* + 1. Provide Samples of the following reports:

Monthly Statements/ Invoices

Detailed Revenue Reports

Cashier Shift Reports

Ticket Summary Report

Damage Claim Forms

Ticket Audit Forms

Vehicle Inventory Forms

Any other report Bidder will use for valet operation

5.4.11 Provide a parking survey of similar valet operations in the Texas Medical Center Area and give your recommendations for rate adjustments to our operation.

*Management Oversight and Staffing*

5.4.12 How does your company provide support in order to cover for employee absences, vacations and turnover? Please provide in detail.

5.4.13 What type and amount of support can we expect from your corporate/ regional office?

5.4.14 How many employees does your company currently employ?

5.4.15 How many employees does your company currently have working in the Houston Metropolitan Area?

5.4.16 Does your company have an office in the Houston Metropolitan Area? Who would be our local Management contact(s)? Please provide their resume(s).

*Customer Service*

5.4.17 How does your company ensure superior customer service is provided to all guests?

5.4.18 How does your company track employee performance as it relates to customer service?

*Innovations and Use of Technology*

5.4.19 What sets your company apart from its competitors?

5.4.20 What innovations has your company developed and or implemented that have made marked improvements to operations similar to ours?

5.4.21 What technology is your company planning to use for this operation? And explain in detail how you think it will improve our operation?

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

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

(Proposer Name)

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

**RFP No.:** 744-R1720

Ladies and Gentlemen:

Having examined specifications and requirements of this RFP (including attachments), the undersigned proposes to furnish Work upon the pricing terms quoted below.

**6.1 Pricing Schedule**

Instructions:Complete the Attendant Hours Worked & Pay Rate (Table 1) and Payroll and Management Budget Fee Expense Worksheet (Table 2).

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Table 1: Attendant Hours Worked & Pay Rate** | | | | | | | | |
| **Positions** | **Schedule** | **Shift Hours\*** | **Days per Week** | **Staff Count** | **Total Weekly Hours** | **Total Annual Hours\*\*** | **Pay Rate** | **Annual Payroll** |
| Valet Manager | M-F, 8:00 AM - 5:00 PM | 8 | 5 | 1 | 40 | 2000 | $ | $ |
| Valet Cashier | M-F, 7:00 AM - 5:00 PM | 9 | 5 | 1 | 45 | 2250 | $ | $ |
| Lead Attendant | M-F, 7:00 AM - 5:00 PM | 9 | 5 | 1 | 45 | 2250 | $ | $ |
| Valet Attendants | M-F, 7:00 AM - 5:00 PM | 9 | 5 | 7 | 315 | 15750 | $ | $ |
| Customer Serv. Attendant | M-F, 9:00 AM - 5:00 PM | 7.5 | 5 | 1 | 37.5 | 1875 | $ | $ |
| Night Attendant | M-F, 5:00 PM - 1:30 AM | 8 | 5 | 1 | 40 | 2000 | $ | $ |
| Weekend Attendant | Sat-Sun, 8:00 AM - 8:00 PM | 11.5 | 2 | 1 | 23 | 1196 | $ | $ |
|  |  |  |  |  | 545.5 |  |  | $ |
|  |  |  |  |  | **Total Annual Hours\*\*\*:** | **27321** | **$** | **$** |
|  |  |  |  |  |  |  |  |  |
| \*Shift Hours adjusted to reflect 1 hour unpaid lunch for manager and 1 hour unpaid lunch for staff | | | | | | | | |
| \*\*Weekday shifts based on 250 workdays per year | | | | | | | | |
| \*\*\*Hours are subject to revision during contract term based on operational needs | | | | | | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Table 2: Payroll and Management Budget Fee Expense Worksheet** | | | |
|  | **Year 1** | **Year 2** | **Year 3** |
| **Payroll and Management Budget**  **Fee Expenses** | | | |
| Payroll |  |  |  |
| Payroll Taxes |  |  |  |
| Employee Benefits |  |  |  |
| Liability/Valet Insurance |  |  |  |
| Worker's Comp Insurance |  |  |  |
| Management Fee/Profit |  |  |  |
| **Total Staffing Expense:** |  |  |  |
| Proposed Annual Attendant Hours (Total from Hours & Pay Rate Worksheet) | 27321 | 27321 | 27321 |
| **Hourly Billable Rate**  **(Total Staffing Expense/Annual Attendant Hours)** |  |  |  |
| **Reimbursable Operating Expenses** | | | |
| Customer Auto Claims |  |  |  |
| Uniforms |  |  |  |
| Operating Equipment & Supplies |  |  |  |
| **Total Reimbursable Expense:** |  |  |  |
| **Total Operating Budget:** |  |  |  |
| **Total Budget NOT TO EXCEED Amounts:** |  |  |  |

**6.2 Payment Terms**

University’s standard payment terms are “net 30 days” as mandated by the *Texas Prompt Payment Act*(ref. [Chapter 2251, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm)).

University will be entitled to withhold \_\_\_\_\_\_\_\_\_\_ percent (\_\_\_\_%) of the total payment due under the Agreement until after University’s acceptance of the final work product.

Indicate below the prompt payment discount that Proposer offers:

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

[Section 51.012, *Education Code*](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.51.htm#51.012), authorizes University to make payments through electronic funds transfer methods. Respondent agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Respondent agrees to provide Respondent’s banking information to University in writing on Respondent letterhead signed by an authorized representative of Respondent. Prior to the first payment, University will confirm Respondent’s banking information. Changes to Respondent’s bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W‑9](https://www.irs.gov/uac/about-form-w9) signed by an authorized representative of Respondent.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, *Tax Code*](http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.151.htm#151.309)*,* and [Title 34 TAC §3.322](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=3&rl=322). Pursuant to [34 TAC §3.322(c)(4)](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=34&pt=1&ch=3&rl=322), University is not required to provide a tax exemption certificate to establish its tax exempt status.

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 services to be performed, the detailed requirements of services to be provided, and the conditions under which 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 the 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. The 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 the 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 and facsimile (**FAX**) numbers, and email address, to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to that 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* (ref. [Chapter 552, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm)). 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 §§[552.101](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.101), [552.104](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.104), [552.110](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.110), [552.113](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.113), and [552.131](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#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 attached to this RFP as **APPENDIX TWO,** and otherwise acceptable to University in all respects (**Agreement**).

**1.5 Proposal Evaluation Process**

University will select Contractor by using the competitive sealed proposal process described in this Section. Any proposals that are not submitted by the Submittal Deadline or that are not accompanied by required number of completed and signed originals of the HSP will be rejected by University as non-responsive due to material failure to comply with this RFP (ref. **Section 2.5.4**). Upon completion of the initial review and evaluation of 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 the Proposers. In conducting negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

University may discuss and negotiate all elements of proposals submitted by 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 may 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 interest of University.

After the Submittal Deadline but before final selection of Contractor, University may permit Proposer to revise its proposal in order to obtain the 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 the 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 RFP Terms**

Proposer (1) accepts [a] Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] Criteria for Selection (ref. **Section 2.3**), [c] Specifications and Additional Questions (ref. **Section 5**), [d] terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges 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 Work, and University has made no representation, written or oral, that any particular scope of work 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 the 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**). 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 the 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**), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of Work; 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 Work 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 Work 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 as instructed in* ***Section 3***. RFP No. (ref. **Title Page**) and Submittal Deadline (ref. **Section 2.1**) should be clearly shown (1) in the Subject line of any email, and (2) in the lower left‑hand corner on the top surface of any envelope or package containing the proposal. In addition, the name and the return address of the Proposer should be clearly visible in any email or on any envelope or package.

Proposer must also submit the HUB Subcontracting Plan (also called the HSP) as required by **Section 2.6**.

University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the HSP as required by **Section 2.6**. University will not accept proposals submitted by telephone or FAX transmission.

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 written request explaining and documenting the reason for withdrawal, which is acceptable to University.

**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 THE PROPOSER’S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

**2.1** **Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:

2.1.1 Proposer will furnish Work to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.

2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer’s preparation of a response to this RFP.

2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing Work.

2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform Work.

2.1.5 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 relating to performance of Work.

2.1.6 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.

2.1.7 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.

2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.

2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. 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.

2.1.10 Proposer will defend with counsel approved by University, indemnify, and hold harmless University, UT 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.

2.1.11 Pursuant to §§[2107.008](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2107.htm#2107.008) and [2252.903](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.903), *Government Code*, any payments owing to Proposer under the Agreement 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.

2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer’s 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. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer’s 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.

**2.2 No Benefit to Public Servants.** Proposer 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 proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.

**2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, *Tax Code*](http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.171.htm), or Proposer is exempt from the payment of those taxes, or 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 Agreement.

**2.4** **Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., *Business and Commerce Code*](http://www.statutes.legis.state.tx.us/Docs/BC/htm/BC.15.htm), 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.

**2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.

**2.6 Child Support Certification.** Under [§231.006, *Family Code*](http://www.statutes.legis.state.tx.us/Docs/FA/htm/FA.231.htm#231.006)*,* relating to child support, the individual or business entity named in Proposer’s proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.

**2.7 Relationship Certifications.**

**⦁** 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 member institution of UT System, on the other hand, other than the relationships which have been previously disclosed to University in writing.

* Proposer has not been an employee of any member institution of UT System within the immediate twelve (12) months prior to the Submittal Deadline.
* 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. [§669.003, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.669.htm#669.003)).
* All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.

**2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

**2.9 Compliance with Safety Standards.** All products and services offered by Proposer 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](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=OSHACT&p_id=2743)) and the *Texas Hazard Communication Act*, [Chapter 502, *Health and Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.502.htm), and all related regulations in effect or proposed as of the date of this RFP.

**2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this Execution of Offer. All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.

**2.11** **Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965(c), *Health & Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.361.htm#361.965), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, *Health & Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.361.htm#Y)*,* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=30&pt=1&ch=328&sch=I&rl=Y). [§361.952(2), *Health & Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.361.htm#361.952)*,* states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act*,* the term“computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

**2.12 Conflict of Interest Certification.**

* Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
* Proposer’s provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
* Proposer has disclosed any personnel who are related to any current or former employees of University.
* Proposer has not given, 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 an officer or employee of University in connection with this RFP.

**[Option (Use *only* when goods/services will be provided by a “financial advisor or service provider” as defined in** [**§2263.004, *Government Code***](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2263.htm#2263.004)**.** [**Section 2263.002**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2263.htm#2263.002) **indicates that a "financial advisor or service provider" includes a person or business entity who acts as a financial advisor, financial consultant, money or investment manager, or broker.):**

**2.13 Financial Advisor Disclosure**

**2.13.1** Proposer □ is / □ is not a Financial Advisor or service provider for purposes of [Chapter 2263, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2263.htm). If Proposer is a Financial Advisor, Proposer certifies that it has disclosed the following, in writing, to the administrative head of the University and the State Auditor’s Office (SAO):

• any relationship Financial Advisor or Proposer has with any party to a transaction with the University, other than a relationship necessary to the investment or funds management services that the Financial Advisor or Proposer performs for University, if a reasonable person could expect the relationship to diminish the Financial Advisor’s or Proposer’s independence of judgment in the performance of responsibilities to University; and

• all direct or indirect pecuniary interests the Financial Advisor or Proposer has in any party to a transaction with University, if the transaction is connected with any financial device or service the Financial Advisor or Proposer provides to the entity or member, in connection with the management or investment of University funds.

**2.13.2** Proposer will:

(a) disclose any relationship described in **Section 2.13.1**, without regard to whether the relationship is a direct, indirect, personal, private, commercial, or business relationship; and

(b) file no later than April 15th (for the previous calendar year period) on a form prescribed by the entity, an annual statement with the administrative head of the University and with the SAO disclosing the relationships outlined in **Section 2.13.1**. If no relationship existed during the applicable disclosure period (previous calendar year), the statement will indicate this fact affirmatively.**]**

**2.14 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.: \_\_\_\_\_\_\_

**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 §§**[**552.021**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.021) **and** [**552.023**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.023)**, *Government Code*, individuals are entitled to receive and review such information. Under** [**§559.004, *Government Code***](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.559.htm#559.004)**, 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 §§**[**552.021**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.021) **and** [**552.023**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.023)**, *Government Code*, individuals are entitled to receive and review such information. Under** [**§559.004, *Government Code***](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.559.htm#559.004)**, 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 the 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 the 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.

**3.2 Approach to Work**

3.2.1 Proposer will provide a statement of the 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 the 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 this 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 Name)

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

**RFP No.:** \_\_\_\_ 744-R1720\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (*initial blanks for any Addenda issued*).

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

Respectfully submitted,

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

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

(Authorized Signature for Proposer)

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

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

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