REQUEST FOR PROPOSAL

by

The University of Texas Southwestern Medical Center

for

Selection of a Vendor to Provide Food Management and Services for University Hospitals

RFP # UTH17-0020

Submittal Deadline: 3:00 p.m. on August 15th, 2016

Issued: July 18th, 2016
REQUEST FOR PROPOSAL

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SECTION 1

RFP SUBMISSION CHECKLIST

DOCUMENTS REQUIRING SIGNATURE

☐ Sign and complete Execution of Offer (ref. Section 2 of APPENDIX ONE)

☐ Sign and complete Pricing and Delivery Schedule. (ref. Section 6 of this RFP)
  • Each proposal must state that it will remain valid for University’s acceptance for a minimum of one hundred eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

☐ Responses to Proposer’s General Questionnaire (ref. Section 3 of APPENDIX ONE)

NUMBER OF COPIES REQUIRED

☐ 3 copies of your proposal.
  • Proposer must submit a total of 3 complete and identical hard copies of its entire proposal. One with original signature of officer of Proposer on the Execution of offer and should be marked as “Original”

☐ 3 electronic copies – on separate CD-ROMS or Flash Drives
**Physical Delivery Address**

Donald McLaughlin  
AVP, Support Services  
6190 Wyche Drive  
Dallas, Texas 75390-9292  
(214) 633-4839  
(214) 633-2241 FAX  
Email: Donald.mclaughlin@utsouthwestern.edu

**Fed-Ex or UPS Delivery Address**

Donald McLaughlin  
AVP, Support Services  
6190 Wyche Drive  
Dallas, Texas 75390-9292  
(214) 633-4839  
(214) 633-2241 FAX  
Email: Donald.mclaughlin@utsouthwestern.edu

- Proposer is instructed to complete, sign and return all items referenced on the checklist as a part of the proposal. If proposer fails to include any of the required documents with its proposal and if the proposals are not received by University on or before the Submittal Deadline, then University may reject the proposal.
SECTION 2

INTRODUCTION

2.1 Description of the University

The University of Texas Southwestern Medical Center ranks among the world’s leading academic medical centers, patient-care providers, and research institutions. Its faculty members, who are responsible for a broad array of groundbreaking biomedical research and patient care advances, are respected for their dedication to teaching, research, and clinical care. UT Southwestern’s physicians and other health care practitioners (e.g., nurses, physician assistants, psychologists, therapists, etc.) provide patients with the highest-quality care throughout the Medical Center’s two University Hospitals, outpatient and ambulatory clinics, and affiliated hospitals.

Part of The University of Texas System, UT Southwestern includes three degree-granting institutions: UT Southwestern Medical School, UT Southwestern Graduate School of Biomedical Sciences, and UT Southwestern School of Health Professions. The schools and UT Southwestern faculty train more than 4,700 medical, graduate, and health professions students, residents, and postdoctoral fellows each year.

As one of the foremost research facilities in the world, UT Southwestern – with five Nobel Laureates and 21 members of the prestigious National Academy of Sciences – advances the frontiers of biomedical research and generates discoveries that benefit society. Ongoing support from federal agencies such as the National Institutes of Health, along with foundations, individuals, and corporations, provide more than $415 million per year to fund more than 3,300 research projects.

UT Southwestern provides inpatient care to nearly 92,000 patients and performs more than 2.1 million outpatient/ambulatory visits annually. Its hospitals (William P. Clements Jr. University Hospital and Zale Lipshy University Hospital) offer patients superior care and outstanding service provided by a highly trained staff. In addition, UT Southwestern operates seven clinic facilities on campus, three Clinical Centers located off-campus in the North Texas community, and offers extensive clinical services through a network of well-respected, affiliated hospitals.

In late 2015, UT Southwestern announced the creation of an integrated regional health network (Integrated Network) including UT Southwestern Medical Center and Texas Health Resources (Texas Health) systems. The Integrated Network is expected to improve the quality of care and enhance the efficiency and accessibility of providing health services to North Texans.
2.2 Background and Special Circumstances Group Purchase Authority

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

2.3 Objective of this Request for Proposal

The University of Texas Southwestern Medical Center (the “University”) is soliciting proposals in response to this Request for Proposal for Selection of a Vendor to Provide management services for Food and Nutrition Services at the Hospitals. The awarded Respondent will provide the guidance necessary to provide inpatient and outpatient Hospital nutrition services, cafeteria & retail sales service, catering services, and appropriate stocking of clinical nutritional services, family tray service, call center based room service program, paper goods as needed, supplies as needed, C-Store maintenance, Physician Dining Room service and stocks, as well as ordering product, storage, distribution replacement of equipment as needed and maintenance of all kitchen and related equipment.
SECTION 3
NOTICE TO PROPOSER

3.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until 3:00 p.m., Central Prevailing Time on Monday, August 15th, 2016 (the “Submittal Deadline”).

3.2 University Contact Person

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

Donald McLaughlin
AVP, Support Services
6190 Wyche Drive
Dallas, Texas 75390-9292
(214) 633-4839
(214) 633-2241 FAX
Email: Donald.mclaughlin@utsouthwestern.edu

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications (email is preferred, all email must reference the RFP #: UTH17-0020 in the subject line) forwarded to the University Contact. Multiple questions shall be submitted in a MS Word document. The University Contact must receive all questions or concerns no later than the close of business day Monday, August 1st, 2016. University will have a reasonable amount of time to respond to questions or concerns; however, University reserves the right to decline to respond to any question or concern.

3.3 Criteria for Selection

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

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

An evaluation team from University will evaluate proposals. The evaluation of proposals and the selection of the Contractor will be based on the information provided by Proposer in its proposal. University may give consideration to additional information if University deems such information relevant.
The criteria to be considered by University in evaluating proposals and selecting the Contractor, will be those factors listed below:

3.3.1 the cost of goods and services;
3.3.2 the reputation of the Proposer and of the Proposer's goods or services;
3.3.3 the quality of the Proposer's goods or services;
3.3.4 the extent to which the goods or services meet the University's needs
3.3.5 the Proposer's past relationship with the University;
3.3.6 the impact on the ability of the University to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities;
3.3.7 the total long-term cost to the University of acquiring the Proposer's goods or services; and
3.3.8 any other relevant factor that a private business entity would consider in selecting a vendor.

3.4 Key Events Schedule

Issuance of RFP

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFP</td>
<td>July 18th, 2016</td>
</tr>
<tr>
<td>Deadline for Questions/Concerns</td>
<td>August 1st, 2016</td>
</tr>
<tr>
<td>Submittal Deadline</td>
<td>August 15th, 2016</td>
</tr>
</tbody>
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3pm. Central Standard
(ref. Section 3.1 of this RFP)

3.5 Historically Underutilized Businesses

3.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “HUB”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, the Contractor subcontracts any of the Services, then the Contractor must make a good faith effort to utilize HUBs certified by the Texas Building and Procurement Commission. 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 the University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by the Proposer is subject to review by the University to ensure compliance with the HUB program.
3.5.2 The University has reviewed this RFP in accordance with Chapter 1, *Texas Administrative Code*, Section 111.14, and has determined that subcontracting opportunities **NOT** probable under this RFP.
SECTION 4

GENERAL TERMS AND CONDITIONS

4.1 General

The terms and conditions contained in this Section 4 or, in the sole discretion of University, terms and conditions substantially similar to these terms and conditions, will be included in any contract or agreement that results from this RFP (ref. Section 1.4 of APPENDIX ONE).

As indicated in Section 3.3 of this RFP, the successful Proposer is referred to as the “Contractor.”

4.2 Family Code Child Support Certification

Pursuant to Section 231.006, Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

4.3 Eligibility Certification

Pursuant to Section 2155.004, Government Code, Contractor certifies that the individual or business entity named in this Agreement has not received compensation for participation in the preparation of the Request for Proposal related to this Agreement and is not ineligible to receive the award of or payments under this Agreement; and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

4.4 Tax Certification

If Contractor is a taxable entity as defined by Chapter 171, Texas Tax Code (“Chapter 171”), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

4.5 Payment of Debt or Delinquency to the State

Pursuant to Sections 2107.008 and 2252.903, Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor 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.
4.6 Products and Materials Produced in Texas

If Contractor will provide services under this Agreement, Contractor covenants and agrees that in accordance with Section 2155.4441, Government Code, in performing its duties and obligations under this Agreement, the Contractor shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

4.7 Notices

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to University: UT Southwestern University Hospitals
5323 Harry Hines Blvd
Dallas, TX 75390-9226
Attention: Charles Cobb
Fax: 214-648-6046
Charles.Cobb@utsouthwestern.edu

with copy to: UT Southwestern Medical Center
5323 Harry Hines Blvd.
Dallas, TX 75390-9062
Attention: Shawn Cohenour
Fax: (214) 648-0845
Shawn.Cohenour@utsouthwestern.edu

If to Contractor:

Street Address: _________________
Attention: _________________
Fax: _________________
Email: _________________

or such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.
4.8 State Auditor's Office

Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), Education Code. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

4.9 Venue; Governing Law

Dallas County, Texas, shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

4.10 Breach of Contract Claims

4.10.1 To the extent that Chapter 2260, Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

4.10.1.1 Contractor’s claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor’s notice will specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor’s filing of a contested case proceeding under subchapter C of Chapter 2260. The Chief Business Officer of University, or the other officer of University as may be designated from time to time by University by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, will examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims.

4.10.1.2 If the parties are unable to resolve their disputes under Section 4.11.1.1, the contested case process provided in subchapter C of Chapter 2260 is Contractor’s sole and exclusive process for seeking a remedy for any and all of Contractor’s claims for breach of this Agreement by University.
4.10.1.3 Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state’s sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.

4.10.2 The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, thereafter enacted or subsequently amended.

4.10.3 University and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

4.11 Compliance with Law

Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including but not limited to Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all laws and regulations and executive orders as are applicable.

4.12 University's Right to Audit

At any time during the term of this Agreement and for a period of four (4) years thereafter University or a duly authorized audit representative of University, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided under this Agreement. In the event such an audit by University reveals any errors/overpayments by University, Contractor shall refund University the full amount of such overpayments within thirty (30) days of such audit findings, or University, at its option, reserves the right to deduct such amounts owing University from any payments due Contractor.

4.13 Access to Documents

To the extent applicable to this Agreement, in accordance with Section 1861(v)(l)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Contractor agrees to allow, during and for a period of not less than four (4) years after the Agreement term, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.
4.14 Insurance

4.14.1 Contractor, consistent with its status as an independent contractor, will carry at least the following insurance in the form, with the companies and in the amounts (unless otherwise specified) as University may require:

4.14.1.1 Workers’ Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limit of not less than One Million Dollars ($1,000,000) per accident or disease. Policies must include All States Endorsement and a waiver of all rights of subrogation and other rights against the University;

4.14.1.2 Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal and Advertising Injury, Completed Operations/Products Liability, Medical Expenses, Interest of Employees as additional insureds and Broad Form General Liability Endorsements, for at least One Million Dollars ($1,000,000) per occurrence on an occurrence basis;

4.14.1.3 Commercial Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by Contractor, with coverage for at least One Million Dollars ($1,000,000) Combined Single Limit Bodily Injury and Property Damage;

4.14.2 Contractor will deliver to University:

4.14.2.1 Evidence satisfactory to University in its sole discretion, evidencing the existence of all the insurance promptly after the execution and delivery hereof and prior to the performance or continued performance of any services to be performed by Contractor hereunder from or after the date of this Agreement; and

4.14.2.2 Additional evidence, satisfactory to University in its sole discretion, of the continued existence of all required insurance not less than thirty (30) days prior to the expiration of any required insurance. If, however, Contractor fails to pay any of the renewal premiums for the expiring policies, University will have the right to make the payments and set-off the amount thereof against the next payment coming due to Contractor under this Agreement.

Such insurance policies, with the exception of Workers’ Compensation and Employer’s Liability, will name and the evidence will reflect University as an Additional Insured and will provide that the policies will not be canceled until after thirty (30) days’ unconditional written notice to University, giving University the right to pay the premium to maintain coverage, in which event Section 11.2.2 will apply.

4.14.3 The insurance policies required in this Agreement will be kept in force for the periods specified below:

4.14.3.1 Commercial General Liability Insurance, and

4.14.3.2 Workers’ Compensation Insurance and Employer’s Liability Insurance will be kept in force until the Services have been fully performed and accepted by University in writing.
4.15 Indemnification

4.15.1 To the fullest extent permitted by law, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by University, and hold harmless University and The University of Texas System, and their respective affiliated enterprises, regents, officers, directors, attorneys, employees, representatives and agents (collectively “Indemnitees”) from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorneys’ fees), and other claims of any nature, kind, or description (collectively “Claims”) by any person or entity, arising out of, caused by, or resulting from Contractor’s performance under this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Contractor, anyone directly employed by Contractor or anyone for whose acts Contractor may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity.

4.15.2 In addition, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by University, and hold harmless Indemnitees from and against all claims arising from infringement or alleged infringement of any patent, copyright, trademark or other proprietary interest arising by or out of the performance of services or the provision of goods by Contractor, or the use by Indemnitees, at the direction of Contractor, of any article or material; provided, that, upon becoming aware of a suit or threat of suit for infringement, University will promptly notify Contractor and Contractor will be given the opportunity to negotiate a settlement. In the event of litigation, University agrees to reasonably cooperate with Contractor. All parties will be entitled to be represented by counsel at their own expense.

4.16 Press Releases.

Except when defined as part of the Work, Contractor will not make any press releases, public statements, advertisement or other promotional materials using the name or logo of University or the name of any University employee, or referring to the Agreement or the engagement of Contractor as an independent contractor of University, or the purchase of goods or services by University, without the prior written approval of University. Requests for prior written approval of any such releases, public statements, advertisements or other promotional materials must be directed to University’s Vice President – Communications, Marketing and Public Affairs.

4.17 Assignment of Overcharge Claims

Contractor hereby assigns to University any and all claims for overcharges associated with the Contract arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq., or arising under the antitrust laws of the State of Texas, Business and Commerce Code, Sec. 15.01, et seq.
4.18 **Observance of University Rules and Regulations**

Contractor agrees that at all times its employees, agents and permitted subcontractors (if any) will observe and comply with all regulations of the facilities, including but not limited to, no smoking, parking and security regulations.

4.19 **Assignment and Subcontracting**

Except as specifically provided in any Historically Underutilized Business Subcontracting Plan ("HSP") attached as **Exhibit TWO** to this Agreement and incorporated for all purposes, neither Contractor’s interest in this Agreement, its duties and obligations under this Agreement nor fees due to Contractor under this Agreement may be subcontracted, assigned, delegated or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (1) not be binding on University; and (2) be a breach of this Agreement for which Contractor will be subject to any remedial actions provided by Texas law, including Chapter 2161, Government Code, and 1 Texas Administrative Code ("TAC") Section 111.14. University may report nonperformance under this Agreement to the Texas Building and Procurement Commission ("TBPC") in accordance with 1 TAC Chapter 113, Subchapter F, Vendor Performance and Debarment Program. The benefits and burdens of this Agreement are, however, assignable by University.

4.20 **Historically Underutilized Business Subcontracting Plan**

If an HSP is attached to this Agreement, Contractor agrees to use good faith efforts to subcontract the Services in accordance with the HSP. Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by the TBPC. Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the TBPC in accordance with 1 TAC Chapter 113, Subchapter F, Vendor Performance and Debarment Program. University may also revoke this Agreement for breach and make a claim against the Contractor.

4.21 **Payment**

University agrees to pay fees due under this Agreement in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, Government Code. Pursuant to the Act, payment shall be deemed late on the 31st day after the later of: 1) the date the performance of the Services under this Agreement are completed, or 2) the date University receives an invoice for the Services. University will be responsible for interest on overdue payments equal to the sum of: 1) one percent, plus 2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year (University’s fiscal year begins September 1) that does not fall on a Saturday or Sunday.
4.22 Limitations

The parties to this Agreement are aware that there are constitutional and statutory limitations on the authority of the University (a state agency) to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”), and terms and conditions related to the Limitations shall not be binding on University except to the extent authorized by the laws and Constitution of the State of Texas.

4.23 Affirmative Action

Contractor agrees that a written copy of Contractor’s Civil Rights "Affirmative Action Compliance Program" will be provided simultaneously with this Agreement and incorporated for all purposes, or if Contractor is not required to have such a written program, the reason Contractor is not subject to such requirement will be provided in writing.

4.24 OSHA Compliance

Contractor represents and warrants that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-598) and its regulations in effect or proposed as of the date of this Agreement.

4.25 Certifications of Nonsegregated Facilities and Equal Employment Opportunities Compliance

Contractor certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Agreement. The term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, entertainment areas, transportation, or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Contractor further agrees that, except where it has contracts prior to the award with subcontractors exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, Contractor will retain such certifications for each one of its subcontractors in Contractor’s’ files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):
NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Contractor understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

4.26 Premises Rules

If this Agreement requires Contractor’s presence on University's premises or in University’s facilities, Contractor agrees to cause its representatives, agents, employees and permitted subcontractors (if any) to become aware of, fully informed about, and in full compliance with all applicable University rules and policies, including, without limitation, those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

4.27 Debarment

Contractor confirms that neither Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs issued by the U.S. General Services Administration. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Contractor shall provide immediate written notification to University if, at any time prior to award, Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when University executes this Agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to University, University may terminate this Agreement for default by Contractor.
4.28 Office of Inspector General Certification

Contractor acknowledges that University is prohibited by federal regulations from allowing any employee, subcontractor, or agent of Contractor to work on site at University’s premises or facilities if that individual is not eligible to work on federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Contractor shall not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General (“OIG”) to work on site at University’s premises or facilities. Contractor shall perform an OIG sanctions check quarterly on each of its employees, subcontractors and agents during the time such employees, subcontractors and agents are assigned to work on site at University’s premises or facilities. Contractor acknowledges that University will require immediate removal of any employee, subcontractor or agent of Contractor assigned to work at University’s premises or facilities if such employee, subcontractor or agent is found to be on the OIG’s List of Excluded Individuals. The OIG’s List of Excluded Individuals may be accessed through the following Internet website: http://exclusions.oig.hhs.gov/
SECTION 5
SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

A point-by-point response (with numerical reference to the section number) to the specifications and requirements in Section 5 of this document is required. ALL RESPONSES TO QUESTIONS MUST BE GIVEN IN THE FOLLOWING FORMAT:

SECTION REFERENCE--RESTATE QUESTION--PROPOSER WRITTEN RESPONSE. Attaching a manufacturer's system specifications brochure does not constitute an acceptable response. No response or insufficient information will be regarded as an exception to that requirement and will be considered to reflect an inability to meet that requirement. FAILURE TO PROVIDE A POINT-BY-POINT RESPONSE WILL BE CONSIDERED TO BE NONRESPONSIVE TO THE REQUEST FOR PROPOSAL.

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. The Proposer should provide a complete set of specification sheets for all equipment offered. As indicated in Section 2.3 of this RFP, the successful Proposer is referred to as the "Contractor."

2 Bidding Procedure

The Contractor is bidding on the management fee, management salaries, and general expenses only. The material presented in your Proposal will be the basis for negotiating the contract.

3 Scope of Work

The awarded respondent will provide the guidance necessary to provide in- and outpatient Hospital nutrition services, cafeteria & retail sales service, catering services, call center based room service program, and appropriate stocking of clinical nutritional services, family tray service, paper goods as needed, supplies as needed, satellite coffee shop, Physician Dining Room service and stocks, as well as ordering product, storage, distribution replacement of equipment as needed and coordination of maintenance of all kitchen and related equipment. In addition, all facilities which may become a part of UT Southwestern Medical Center during the contracted period may be negotiated into the resulting contract by way of a contract amendment. Please find information pertaining to the number of licensed beds per facility, outpatient meals per day and budgeted patient days in Exhibit A. This information may be used to calculate the fees in Respondent’s Cost Proposal (Exhibit B). In its proposal, Respondent will: Acknowledge whether it is capable of providing Hospital Nutrition services management staff.

4 SCOPE OF SERVICE

Patient Feeding - The Respondent is responsible for the planning, preparation, service and delivery of all inpatient meals and specified outpatient areas, snacks, nursing unit floor stock and in-between meal feedings for the Hospitals via a call-center based room service platform. The Respondent will provide meals to patients in the Emergency Department and Observation patients and family (i.e., guest) trays consistent with Hospitals policy. Internal and External Catering - The Respondent will be asked to provide catered meals to conference rooms and other areas of the Hospitals and Hospital based Clinics where meetings or conferences require meals or refreshment services. The Respondent may be
asked to provide catering services for Hospital sponsored events if prices for such events are competitively priced and are of good quality.

Cafeteria/Retail - The Respondent is responsible for the preparation and service of breakfast, lunch, and dinner to Hospital employees, visitors and members of the public who purchase meals in the Cafeteria.

Grab and Go – Respondents are accountable for maintenance and stocking of grab and Go programs.

Courtesy Physician Dining Room – The Respondent is responsible for multiple dining rooms with restrictive access, available only to attending Physicians. Respondent will be responsible for providing a soup and salad, 5 days a week.

Below are additional specifications pertaining to current practices:

All food and supply costs related to patient meal services are expensed to the Dietary Department.

5.4.1 After hours meals: Cold plates are prepared and stored in specified locations for each prospective Hospital Nutrition Services Department. The Respondent’s staff will be responsible for delivering meals to the patient care units.

5.4.2 Respondent’s management staff will communicate with patients regarding dietary restrictions, menu options, and patient preferences in a manner that does not interfere with patient care.

5.4.3 The Respondent will be responsible for meal services to patients, employees and visitors 365 days per year.

5.4.4 The Respondent will be responsible for the production kitchen and tray line areas, cafeteria & retail space, serving areas, dining room, storage areas and office spaces. The Hospital reserves the right to reallocate the space with prior approval of the Assistant Vice President of Support Services.

6 Respondent must describe the following in the proposal:

• Plan for provision of services for the Hospital, including details of patient services.
• Methodology for provision of any services for VIP patients.
• Concepts for clinical program support.
• Demonstration of compliance with regulatory requirements (CMS & TJC).
• Approach to allocation of clinical resources.
• Clinical performance improvement measures and patient education.
• Ability to provide requested services that enhance revenue, improve quality, and reduce costs.
• Any other retail programs/services to be considered by UT Southwestern Medical Center for potential positive financial impact as well as potential positive customer impact.

NUTRITIONALS: Provision of nutritional formulas are to be provided to inpatients by the Respondent. Physicians write oral supplements and tube feeding orders for patients based on nutritional need and diagnosis. Nutritional formulas for infants and adults are distributed to each inpatient area either by Hospital Nutrition services personnel or Materials Management.

In its proposal, Respondent will:

o Describe capability for aiding the health system in controlling cost for enteral products (i.e. pediatrics and adults).

o Demonstrate ability to provide a nutritional analysis of patient menus.
Assess current patient menus and capability to provide same menu or provide implementation menu for each account.

PURCHASING, RECEIVING, INVENTORY

The awarded Respondent will work in cooperation with the Hospital’s Group Purchasing organization (GPO), the Assistant Vice President of Support Services and the Hospital’s Materials Management Department to place orders for food, product, services and capital equipment for all nutrition services.

The awarded Respondent will assist in controlling costs related to Hospital nutrition services. If the awarded Respondent can obtain better pricing through its own sources, it will not be required to purchase supplies from GPO contracted vendors. Demonstration and measurement of savings will be required.

The awarded Respondent will be responsible for receipt and issuing of food and supplies required in providing its meal services to patients. The quality and wholesomeness of the department’s food purchases are maintained based on established purchasing guidelines and product specifications. The purchase and receipt of all food and foodservice supplies will follow departmental and Hospital policies and procedures with accurate record maintenance. Purchasing records, receipts, contracts, inventory issues and adjustments will be reviewed for compliance and accuracy through annual audits conducted by the system.

Inventory management will be under the control of the awarded Respondent with regularly schedule audits by the UT Southwestern Medical Center’s Assistant Vice President of Support Services and/or the Director of Hospital Finance. The awarded Respondent will be “at risk” when inventory is unusable or expired, and when there is inventory shrinkage.

The awarded Respondent will be expected to make all purchases consistent with the UT Southwestern Medical Center’s purchasing policy and procedures. Any purchases invoiced to the Hospital beyond the agreed to management fees and labor fees require pre-approval by the Assistant Vice President of Support Services prior to being invoiced. Failure to do so may cause denial of payment.

Respondent is to include in submitted proposal the following:
   1. Plan for effective inventory management.
   2. Metrics used to manage inventory (software, management tools)
   3. Internal control methodology to manage and secure inventory

SANITATION AND SAFETY

The awarded Respondent will be responsible for meeting or exceeding the standards set by The Joint Commission on Accreditation of Healthcare Organizations (TJC), Dallas County Health Department, Center for Medicare and Medicaid Services (CMS), the Occupational Safety and Health Administration (OSHA), Omnibus Budget Reconciliation Act (OBRA) and any other agencies with jurisdiction. Respondent will be required to comply with future requirements stemming from implementation of Hazard Analysis Critical Control Point (HACCP) requirements.

As part of this requirement the awarded Respondent will maintain a safe and sanitary work environment in production of all food Nutrition Services equipment must be properly maintained and cleaned consistently. The department’s floors, walls, vents, work surfaces, tables, ice and
beverage stations, production and service equipment, work stations, refrigerators, freezers, carts, and storage areas must be kept consistently clean and satisfy routine inspections.

Respondent is to describe within the proposal:
- Description of sanitation and safety programs implemented to comply with aforementioned regulatory standards
- Training programs and certifications to support these programs

EDUCATION AND TRAINING/STAFF COMPETENCY

The Respondent shall have a training program that covers all aspects of each employee’s competencies. Requirements for staff competency are to be outlined in each employee’s job description and measured in job performance reviews. Training provided by Respondent will be at the expense of the Respondent, including but not limited to expenses related to meetings, training, licensure, professional association dues, etc. required for Respondent’s staff and managers by Respondent. Training required by the Hospital for Respondent’s staff will be provided at the Hospital’s expense. Dieticians will have access to Respondent’s education materials and nutrition resources.

MANAGEMENT EXPECTATIONS

Respondent’s on-site management staff will be required to adhere to management duties and responsibilities of UT Southwestern managerial staff. These will include, but are not limited to, departmental meetings, reporting expectations and participating in the annual budgeting process as well as attending Hospital-sponsored orientation and events as requested. Respondent’s management staff will also participate as members of various Hospital committees and task forces.

Respondent’s management staff will be responsible for accurate and complete accounting and financial reporting and record keeping for the Hospital Nutrition Services department in accordance the accounting practices of the UT Southwestern system.

Management staff hired to work on-site will be expected to have at minimum a Bachelor’s Degree with at minimum three (3) years of Hospital Nutrition Services management experience with an academic medical center of similar proportions. Management staff will also be expected to have a Bachelor’s Degree (preferred in Nutrition, Hospital Nutrition Services or Dietetics) and two (2) years of Hospital Nutrition Services managerial experience at an academic medical center of similar proportions.

Respondent will be required to manage hospital based employees consistent with the UT Southwestern Medical Center Human resource Department’s policy, procedures and practices.

QUALITY MONITORING, PROCESS IMPROVEMENT

The respondent will be required to review and report on patient satisfaction surveys, employee engagement, employee surveys, and operational efficiencies on a weekly to monthly basis in accordance with UT Southwestern Medical Center methodology. Quarterly patient satisfaction percentile ranking of 90 is considered minimal acceptable performance. Failure to maintain minimal acceptable performance at or above 90th percentile ranking will result in loss of payment to the Respondent in accordance with negotiated terms and conditions.
Employee Engagements and Attrition

5.1.1. Oral Presentations and/or Interviews

At its sole discretion, UT Southwestern may invite short-listed Respondents to conduct oral presentations or interviews. Presentations or interviews provide an opportunity for respondents to clarify their proposals for UT Southwestern. All communication must be directed through UT Southwestern Medical Center Assistant Vice President of Support Services.

Respondent Questionnaire

Respondent is requested to submit a complete answer to each of the questions listed below. Respondent should repeat the item number and the question in its response. An answer should follow each question. In cases where a question does not apply or if unable to respond, indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain Respondent's reason when responding N/A or N/R.

Company Profile

1. Legal Name of the Respondent's Company:

________________________________________________________________________

Address of Respondent's office that would provide service under the Agreement:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Number of Years in Business: ______________________________________________

Number of Years in Food Service Business: _________________________________

Number of Years in Food Service Business in Hospital Market:

________________________________________________________________________

Type of Organization: Individual: _____ Partnership: _____ Corporation: ______

Government Agency: _____ Other: __________

If Respondent is a partnership, list the name of each partner (attach additional pages if needed):

________________________________________________________________________

________________________________________________________________________
Number of Employees: ________________________________
Annual Sales Volume: ________________________________
Name of Parent Corporation, if any: ____________________________

NOTE: If Respondent 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.

2. Is Respondent privately or publicly held?

3. Provide a description of Respondent's management structure along with organizational charts showing regions, hierarchy and other organizational details.

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

5. Provide any details of all past or pending litigation or claims filed against Respondent that would affect Respondent's performance under a contract with University.

6. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship, between Respondent and any employee of University? If yes, please explain.

**Business Reputation**

7. Provide a customer reference list of no less than ten (10) hospitals or health systems that University may contact and with whom Respondent (a) currently holds contracts to provide or (b) has within the last five (5) years provided services similar to those described in this RFP. The reference list should include, company name and address, contact person, telephone number, project description, length of business relationship and background of project (year of project, summary of work performed, etc.). University may contact the customers listed.

8. Provide a list identifying all University Hospital clients served during the past five (5) years including University Hospital clients currently being served. The reference list should include, institution name and address, contact person, telephone number, project description, length of business relationship and background of project (year of project, summary of work performed, etc.). University may contact the customers listed.

9. Identify the location or locations (university or other similar hospital) presently operated by the Respondent that requires services that are most similar to those requested by University pursuant to this RFP and provide the following information about that project;
   - Name of hospital, address, phone number, and contact person.

10. Provide the names of all other Texas hospital food service operations currently under contract with Respondent.

11. Provide a list of companies and institutions for which Respondent has provided similar services along with a general description of the scope of those services.
12. Confirm that upon University's written request, Respondent will allow University to (a) visit and inspect any of Respondent's facilities and food service operation sites and (b) interview employees, officers, agents and other representatives of Respondent.

**Financial Capabilities**

13. Provide Respondent's most recent (not earlier than fiscal or calendar year 2005) audited financial statements, along with all notes to the financial statements. Provide Respondent's financial projections, including long-range forecasts and supporting assumptions.

14. Confirm that upon University's written request, Respondent will provide a copy of Respondent's audited financial statements (along with all notes to the financial statements) for the past three (3) years.

15. Provide information to assist University in assessing Respondent's demonstrated capability and financial resources to provide the goods or services described in this RFP including Respondent's most recent federal income tax return.

16. Is Respondent currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify dates, details, circumstances and prospects for resolution.

17. Confirm that upon University's request Respondent will obtain and provide to University certificates of insurance evidencing Respondent's insurance coverage.

18. Provide Respondent's financial rating and any documentation (such as a Dun & Bradstreet analysis), which indicates the financial stability of Respondent. If Respondent has public debt outstanding, provide all bond ratings.

19. If Respondent is a subsidiary corporation, please confirm that any contract or agreement resulting from this RFP will be entered into by the Respondent's parent corporation or that Respondent's parent corporation will assure performance of such contract or agreement by Respondent.

20. Has Respondent, Respondent's parent corporation, or any partner or principal of Respondent or Respondent's parent corporation (a) filed a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or to effect a plan or other arrangement with creditors, (b) made an assignment for the benefit of creditors, (c) voluntarily suspended transaction of business, become insolvent or unable to pay its debts as they mature, or (d) applied for or consented to the appointment of any receiver or trustee for any such entity or person or of all or any substantial portion of the property of any such entity or person? If so, please provide a detailed explanation.

21. Provide the name, address and telephone number of Respondent's primary financial institution and the name, title, address and telephone number of an officer at Respondent's primary financial institution that University may contact.

**Regulatory Compliance History**

22. Provide a detailed summary of Respondent's federal, state, county and city regulatory compliance history for the past three (3) years, including, without limitation, copies of all notices of violations, and all settlement documentation. Also provide a detailed summary of Respondent's policies to ensure on-going compliance with all applicable safety & health code regulations.

**Approach to Project**
23. Provide a complete description of Respondent's food service capabilities.

24. Provide a statement of the Respondent's approach to the project, any unique benefits Respondent offers University, and any other information Respondent desires University to consider in connection with its proposal.

25. Provide a detailed description of the food service program Respondent proposes to provide University including, but not limited to, space requirements, proposed space improvements, signage, and facades. Please specify the projected costs for these improvements.

26. Provide information to assist University in assessing the soundness of Respondent's approach to the project. This would include Respondent's policies on price increases and changes in portion size. University reserves the right to review the justification for any proposed price increases.

27. Provide a list of the national branded concepts that Respondent proposes to provide in connection with the food services.

28. Submit a preliminary work plan and schedule with key dates and milestones for assuming operational and managerial control of University Hospitals food service operations. Respondent's work plan should include:

   - Identification of tasks to be performed and goods to be provided
   - Time frames to perform the identified tasks
   - Implementation strategy

29. Submit a chart of the proposed organizational structure for Respondent's food service operations at University. Include the Respondent's proposed qualification requirements for management personnel, including but not limited to level of education and prior experience.

30. Provide summary resumes for proposed project team members, including without limitation the team members' specific experiences with similar projects, number of years with Respondent, qualifications and education.

31. Describe in detail the food service that Respondent proposes to offer at University, including style of service, proposed menus for patient and cafeteria, along with portion sizes, raw food specifications, detailed nutritional information, and cafeteria sales prices for all menu items.

32. Describe in detail the food service catering plan Respondent proposes to offer at University, including without limitation (1) a current catering manual and (2) a proposed menu including a comprehensive list of all menu items, portion sizes, raw food specifications, detailed nutritional information and sales prices.

33. Provide information regarding cash handling procedures that Respondent proposes to implement for revenue generated from the food services provided under the Agreement. The University would prefer to keep cash with the company billing the University for cash receipts.

34. Indicate how Respondent will allow for flexibility in menu preparation and how much flexibility Respondent will allow to meet local preferences.

35. Provide information (including the amount) regarding the Capital Investment Respondent proposes to offer University. Include an amortization schedule or schedules describing amortization options. Amortization schedule should not exceed the initial term of the Agreement.

36. Provide an operating schedule for each of the food service locations.
Commencement Date

37. Provide an estimate of the earliest possible commencement date following complete execution of any contract or agreement resulting from this RFP.

Reporting

38. Describe the types of reports and other written documentation Respondent will provide to University and the frequency with which such reports and documentation will be provided. Please include samples of all such reports and documents, such as quarterly reports, contract status reviews, and financial resolution plan.

Quality Assurance

39. Describe Respondent's service support philosophy, how the philosophy is carried out, and how success in fulfilling this philosophy is measured.

40. Describe Respondent's quality assurance program, including a description of Respondent's quality assurance procedures and how quality assurance is evaluated and assessed.

41. Provide an explanation of the methods Respondent will use to ensure consistent food quality on a day-to-day basis.

42. Confirm that Respondent will implement and maintain a “retail customer satisfaction guaranteed” policy. Provide a description of this policy. Describe the level of customer satisfaction the Respondent will attempt to maintain and outline contingency plans to correct problem areas. Describe University's role in assisting with this effort.

43. Provide a copy of Respondent's proposed complaint resolution procedures, including but not limited to a provision allowing for the final resolution of any complaint or claim that Respondent is not able to resolve to satisfaction of the customer, by the Associate Vice President of Auxiliary & Support Services or designated representative.

General Information

44. Provide information to assist University in assessing Respondent's demonstrated competence and experience operating and managing food services, generally.

45. Provide information to assist University in assessing Respondent's demonstrated competence and experience operating and managing food services for other similarly situated complex institutions.

46. Provide information to assist University in assessing Respondent's knowledge of current and developing issues related to operating and managing food services, as well as issues related to other fields that may be applicable to University.

47. Provide copies of Respondent's personnel policies including, without limitation, standards of conduct, employee grievance procedures, complaint response procedures, and disciplinary actions.

48. Confirm that Respondent has read and understands the Agreement and that Respondent will agree to provide food services to University in accordance with the terms and conditions of the Agreement.

49. What difficulties does Respondent anticipate in serving University, and how does Respondent plan to manage those difficulties? What assistance will Respondent require from University?
**Special Services or Benefits Offered**

50. Provide a list of any goods or services not specified in this RFP that Respondent will provide to University and any related costs of such goods and services to University.

51. Provide details regarding (a) any special services or product characteristics, or other benefits (for example, software, Internet-based information services, electronic mail capabilities, and audit programs), offered to University, (b) any other advantages to University in selecting Respondent, and (c) any related costs of such goods, services or advantages to University.
SECTION 6
PRICING AND DELIVERY SCHEDULE

Proposal of: ____________________________________________
(Proposer Company Name)

To: The University of Texas Southwestern Medical Center

Ref.: Back-up Dependent Care

RFP No. UTH17-0020 ______________________________________

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

6.1 Pricing Per (Skill Set, Hour, etc.) Overall cost of management services on an annual basis with the management team defined.
6.2 University’s Payment Terms

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

Prompt Payment Discount: _____%_____days/net 30 days

Respectfully submitted,

Proposer: ______________________________

By: ________________________________
   (Authorized Signature for Proposer)

Name: ______________________________
Title: ______________________________

Date: ______________________________
APPENDIX ONE
PROPOSAL REQUIREMENTS

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SECTION 1

GENERAL INFORMATION

1.1 Purpose

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

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

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

1.3 Public Information

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

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

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

1.4 Type of Agreement

The Contractor, if any, will be required to enter into a contract with University in a form that (i) includes terms and conditions substantially similar to the terms and conditions set forth in Section 4 of this RFP, and (ii) is otherwise acceptable to University in all respects (the "Agreement").

1.5 Proposal Evaluation Process

University will select the Contractor by using the competitive sealed proposal process described in this Section. University will open the HSP Envelope submitted by a Proposer prior to opening the Proposer's proposal in order to ensure that the Proposer has submitted the number of completed and signed originals of the Proposer’s HUB Subcontracting Plan (also called the HSP) that are required by this RFP (ref. Section 3.5.4 of the RFP). All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date or that are not accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be rejected by the University as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of the Contractor.

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

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

After submission of a proposal but before final selection of the Contractor is made, University may permit a 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 Evaluation Methodology

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. Section 1.5 of APPENDIX ONE); [b] the Criteria for Selection (ref. Section 3 of this RFP), [c] the Specifications and Additional Questions (ref. Section 5 of this RFP), [d] the terms and conditions set forth in Section 4 of this RFP; and [e] all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by University during this RFP process.

1.7 Solicitation for Proposal and Proposal Preparation Costs

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

1.8 Proposal Requirements and General Instructions

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

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

1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer, unless otherwise expressly agreed in writing. 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 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 Submital Instructions

1.9.1 Specifications and Additional Questions

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

Proposer must complete, sign and return the attached Execution of Offer (ref. Section 2 of APPENDIX ONE) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind 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 of this RFP), 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 the Services; and (b) the method by which the fees are calculated. The fees must inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

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

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

1.9.4 **Proposer’s General Questionnaire**

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

1.9.5 Intentionally Left Blank

1.9.6 **Submission**

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP No. (ref. Section 3.2 of this RFP) and the Submittal Deadline (ref. Section 3.1 of this RFP) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Proposer must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP) as required by this RFP (ref. Section 3.5 of the RFP.)

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

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

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

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

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

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

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

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

2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in Section 4 of this RFP, under which Proposer will be required to operate.

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

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

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

2.1.9 Proposer will defend, indemnify, and hold harmless University, The University of Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all claims, actions, suits, demands, costs (including, but not limited to reasonable attorneys’ fees), damages, and liabilities, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.

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

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

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

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

2.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer’s proposal.

2.7 By signature hereon, Proposer certifies as follows:

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

2.8 By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to University in writing and (ii) Proposer has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline. All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into a contract or agreement with Proposer.

2.9 By signature hereon, Proposer affirms that no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP, in accordance with Section 2155.004, Government Code.

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

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

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

2.13 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 SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(main contact name and email address)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

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

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

3.1 Proposer Profile

3.1.1 Legal name of Proposer company:

________________________________________________________________________

Address of principal place of business:

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Number of years in Business: __________________________

State of incorporation: ________________________________

Number of Employees: ________________________________

Annual Revenues Volume: _____________________________

Name of Parent Corporation, if any

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