REQUEST FOR PROPOSAL

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

for

## Selection of a Vendor to Provide

#### Operation and Management of Food Services

***Grab-N-Go Cafe’s***

#### RFP No.: 744-R1904 Grab-N-Go Food Services

Bid Submittal Deadline: Friday, April 26, 2019 @ 2:00PM CST

HUB Plan Submittal Deadline: Friday, April 26, 2019 @ 2:00PM CST

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March 20, 2019

Request for PROPOSAL

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##### SECTION 1

**INTRODUCTION**

* 1. **Description of University**

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

* Medical School (MSB) - 6431 Fannin Street
* Medical School Expansion (MSE) – 6431 Fannin Street
* Cyclotron Building (CYC) – 6431 Fannin Street
* School of Dentistry (SOD) – 7500 Cambridge Street
* School of Public Health (SPH) - 1200 Pressler Street
* School of Nursing (SON) – 6901 Bertner Avenue
* School of Biomedical Informatics (SBMI) - 7000 Fannin Street
* Graduate School of Biomedical Sciences (GSBS)– 6767 Bertner Avenue
* Biomedical & Behavioral Sciences Building (BBS) – 1941 East Road
* Institute of Molecular Medicine (IMM) – 1825 Pressler Street
* Harris County Psychiatric Center (HCPC) - 2800 South MacGregor Drive
* Operations Center Building (OCB) -1851 Cross Point Avenue
* University Center Tower (UCT) - 7000 Fannin Street
* Professional Building (UTPB) - 6410 Fannin Street
* Jesse H. Jones Library Building (JJL) – 1133 John Freeman Blvd.

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

The University of Texas Health Science Center at Houston System has nearly 13,000 employees and approximately 5,000 students. As a component of the University of Texas System, UTHealth is subject to the “Rules and Regulations of the Board of Regents of the University of Texas System for the government of The University of Texas System.”

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

**1.2 Background and Special Circumstances**

UTHealth currently provides dining services at the following locations. Regular business hours are 7:00am to 3:30pm, Monday thru Friday, except on University holidays.

**The Cizik School of Nursing**  
The cafeteria is located on the first floor of the Cizik School of Nursing Building at 6901 Bertner Avenue. **The Cizik School of Nursing location assists with catering needs throughout the university.**

**The McGovern Medical School**  
The Grab-N-Go is located on the ground floor of the McGovern Medical School Building at 6431 Fannin Street.

**The School of Dentistry**

The Grab-N-Go is located on the ground floor of the School of Dentistry Building at 7500 Cambridge.

**The University Center Tower**

The Grab-N-Go is located on the ground floor of the University Center Tower Building located at 7000 Fannin Street.

We also currently have an Interagency Agreement with UT Austin for catering services for the Texas MBA at Houston program. On Program weekends, UTHealth provides catering for approximately 180 students, faculty, and staff at the Cizik School of Nursing facility here in Houston.

**1.3 Objective of this Request for Proposal**

The University of Texas Health Science Center at Houston (the “**University**”) is soliciting proposals from qualified vendors in response to this Request for Proposal for Selection of a Vendor to Provide Operation and Management of Food Services (the “**Services**”), RFP No.744-R1904 (this “**RFP**”). The Services, which are more specifically described in **Section 5.4** (Scope of Work) of this RFP.

The initial term of the contract will be from the date of award for a period of five (5) years. University shall have the option to extend this contract for two (2) additional one (1) year renewal options if so desired.

**1.4 Group Purchase Authority**

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

**SECTION 2**

**NOTICE TO PROPOSER**

**2.1 Submittal Deadline**

University will accept proposals submitted in response to this RFP until **2:00PM CST** on Friday, April 26, 2019 (the “**Submittal Deadline**”).

**2.2 University Contact Person**

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

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, Texas 77054

Michael K. Ochoa, C.P.M.

[Michael.Ochoa@uth.tmc.edu](mailto:Michael.Ochoa@uth.tmc.edu)

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to University Contact. University Contact must receive all questions or concerns no later than 10:00 AM CST on Tuesday, April 16, 2019. University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

**2.3 Criteria for Selection**

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

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

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

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

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

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

* + 1. Scored Criteria

**40%** - Respondent’s experience performing the requested services for other complex institutions or systems of higher education and references.

Administrative, operational and management structure of respondent’s organization. The qualifications, education, and experience of the team members proposed to conduct food service requirements listed herein.

**40%** - Menu Items Offered

**10%** - Implementation of Services

**10%** - Commission returned to University

**2.4 Key Events Schedule**

Issuance of RFP March 20, 2019

Pre-Proposal Conference & Site Visits March 29, 2019

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

Catering Site Visit March 30, 2019

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

Deadline for Questions/Concerns April 16, 2019

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

Submittal Deadline April 26, 2019

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

**2.5 Historically Underutilized Businesses**

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

2.5.2 University has reviewed this RFP in accordance with Title 34, *Texas Administrative Code*, §20.285, and has determined that subcontracting opportunities are probable under this RFP.

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

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

*Questions regarding the HSP may be directed to:*

*Contact: Shaun McGowan*

*Manager, HUB & Small Business Program*

*Phone: (713) 500-4862*

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

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

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

**Two (2) complete original paper copy(ies) of Proposer’s *HSP*** to University *at the same time Proposer submits the other copies of its proposal* and *no later than the Submittal Deadline* (ref. **Section 2.1** of the RFP).

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

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

2.5.4.2 the name and the return address of Proposer, and

2.5.4.3 the phrase “HUB Subcontracting Plan”.

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

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

**2.6 Mandatory Pre-Bid Meeting & Site Visits**

2.6.1 University will hold a Mandatory Pre-Bid Meeting at 9:00AM CST on Friday, March 29, 2019, in the Classroom at the UTHealth Recreation Center (REC) located 7779 Knight Road, Houston, Texas 77054 (ref. **APPENDIX FOUR Campus Map**). The pre‑bid meeting will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP.

***\*\* You MUST RSVP to*** [***Michael.Ochoa@uth.tmc.edu***](mailto:Michael.Ochoa@uth.tmc.edu) ***in advance no later than 3:00PM CST on Thursday, March 28, 2019, as we will be visiting several sites. We will transit to all sites as a group on the UTHealth shuttle bus.***

2.6.2 University will hold a Site Visit on Friday, March 29, 2019 at 1:30PM CST to allow Proposers to view the large setup for the weekend UT Austin School of Nursing MBA Program and a second opportunity on Saturday, March 30, 2019 at 7:00AM CST to allow Proposers to view the setup for breakfast. Both of these Site Visits will meet at the School of Nursing Café; located on the ground floor of the School of Nursing (SON) located at 6901 Bertner Avenue, Houston, Texas 77030. At least one person from your organization should attend as this will be the ONLY opportunity to see the site as the class is in session and obtain information on how the event is organized and catered.

***\*\* You MUST RSVP to*** [***Diane.E.Cupples@uth.tmc.edu***](mailto:Diane.E.Cupples@uth.tmc.edu) ***in advance no later than 3:00PM CST on Thursday, March 28, 2019 for the Friday afternoon and Saturday morning Site Visits.***

**SECTION 3**

**SUBMISSION OF PROPOSAL**

**3.1 Number of Copies**

Proposer must submit (a) nine (9) complete paper copies of its *entire* proposal, and (b) *one (1) complete electronic copy of its entire proposal in a single .pdf file on a flash drive*. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

**3.2 Submission**

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

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, TX 77054

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

**3.3 Proposal Validity Period**

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

**3.4 Terms and Conditions**

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

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

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

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

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

**3.5 Submittal Checklist**

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

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

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

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

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

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

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

**SECTION 4**

**GENERAL TERMS AND CONDITIONS**

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

**SECTION 5**

**SPECIFICATIONS AND ADDITIONAL QUESTIONS**

**5.1 General**

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

**5.2 Minimum Requirements**

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

* + 1. Proposer must provide and post calories for all items along with additional nutritional information, including those packaged by the respondent to be posted at opening.
    2. Proposer must be able to provide the same or similar menu items at the Grab-N-Go locations as currently provided and indicated herein – reference Section 5.4.
    3. Proposer must be able to provide the catering services required for the UT Austin Texas MBA at Houston Program held at the School of Nursing building.

**5.3 Additional Questions Specific to this RFP**

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

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

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

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

5.3.5 Discuss pricing methodologies including employee, student and/or staff discounts, and free meal percentages. Describe by location, as necessary.

5.3.6 Explain catering pricing and how you will remain competitive with prices within the local community.

5.3.7 Describe the conditions or economic bench mark under which you would approach the UTHealth for a change of the cash prices of individual food and beverage items bearing in mind that this is an annual only cycle.

5.3.8 What economic benchmark or indicators would price increase requests be tied to and supported by?

5.3.9 Under what conditions would rate decreases be made?

5.3.10 State the location of your main service center, and the approximate time frame to deliver to UTHealth locations.

5.3.11 How will you facilitate delivery of catering orders to the Texas Medical Center in a timely manner?

5.3.12 Specify the number of calendar days required for your company to start serving customers if you are awarded this contract?

5.3.13 Please provide an implementation plan for start-up of services to include:

* Work to be performed.
* Dates to perform work.
* Staffing recommendation by location.
* Include date for providing any required licenses, permits, background checks, and TB testing for all proposed staff.
* Describe what items/menu you will be able to provide at each location.
* For prepared items/menu including hot foods, sandwiches, salads, etc. to be offered at the School of Dentistry and Medical School locations, from where will they be prepared and delivered (SON or other). Will any items offered at the School of Nursing location be prepared from another location?

5.3.14 Proposer will supply background checks on current employees and will provide background checks on all future hires in advance of being assigned to provide services at the University and once approved, allowed on University property. Please acknowledge.

5.3.15 Specify the number of recommended employees at each location.

5.3.16 What is the approximate time frame for filling vacated manager and staff positions?

5.3.17 Describe how you will post calories along with any additional nutritional information for all items including those packaged by the Contractor.

5.3.18 Proposer understands and agrees to comply with all Performance Metrics which will be established during the contracting phase; (ref. Section 5.4.15)?

5.3.19 Proposer understands and agrees that food menu items to be offered should be the same or similar to those indicated in Section 5.4.4. Provide a detailed list of all proposed menu items broken out by location and meal (breakfast, lunch). The detailed list should include your proposed menu price for those items.

5.3.20 Proposer is to provide listing of food menu items not indicated in Section 5.4.4 that you wish to offer the students and staff by offering variety or something new.

5.3.21 Provide a sample menu of food items for the UT Austin School of Nursing MBA Program broken out by meal (breakfast, snacks, lunch, evening meal/**hors d'oeuvres**.

**5.4 Scope of Work**

Contractor will provide innovative proposal information to introduce and/or improve healthy food and beverage concepts that enhance healthier options for students, faculty and staff. Contractor shall include any marketing information and a business plan showing how detailed calories and any additional nutritional information will be included in labeling and posting all menu items including foods packaged (i.e. sandwiches, salads, cookies, etc.) by the Contractor.

Contractor will provide services to the Location(s) listed below and the Services more particularly described below but not limited to:

5.4.1 Food Service Locations

**School of Nursing and Student Community Center, (SON), 6901 Bertner**

*University Owned Inventory:*

walk-in cooler/freezer and shelving

cube style ice maker and bin

ROLL-IN Refrigerator

Dry Storage Shelving Unit

# disposer

# 3 compartment Hot food well & pizza prep table at serving line

# Refrigerated base unit with salad bar and sandwich prEp area

SOUP WELL

MANUAL FOOD SLICER – BERKEL X13

# UV Exhaust Hood AND Fire Suppression System

glass door MERCHANDISER - GDM-49RL

EQUIPMENT TO INCLUDE limited AVAILABLE INVENTORY SUCH AS SOUP INSERTS, FOOD PANS, AIR POTS, UTENSIL AND NAPKIN DISPENSERS, MISCELLANEOUS SERVING PIECES

**Medical School Building (MSB), 6431 Fannin Street**

*University Owned Inventory:* SELF SERVICE REFRIGERATED CASE WITH REAR STORAGE – GP641RR

(2) GLASS DOOR REACH IN MERCHANDISERS – GDM49 @ GDM49LD

ICE MAKER & BIN – ICEU150FA

HATCO HEATED DISPLAY CASE – GRHDH-2PD

MICROWAVE

BAKERS RACKS

ROLLING CART

CAMBR HOT STORAGE

AIR POTS

**School of Dentistry Building (SOD), 7500 Cambridge Street**

*University Owned Inventory:*

VERTICAL OPEN DISPLAY DELI MERCHANDISER – TAC-48GS

GLASS DOOR REACH IN MERCHANDISERS – (1) TSD-47G & (2) T-12g (ONE IN STORAGE CLOSET)

ICE MAKER & BIN – ICEU150

HATCO HEATED DISPLAY CASE – GRHDH-2PD

ICED TEA BREWER & DISPENSER – TB3Q/TDO-4 (IN STORAGE CLOSET)

**University Center Tower (UCT), 7000 Fannin Street**

ALL EQUIPMENT TO BE PROVIDED BY CONTRACTOR

5.4.2 Additional locations may be added at a future date at the request of UTHealth.

5.4.3 Operating Description

**SON - Required**

## 5.4.3.1 Breakfast :

*Suggested Hours of Operation: 7:00 a.m. to 10:30 a.m.*

The breakfast option is to include the following minimum service:

* Cereal
* Fresh fruit
* Hot food option. (Including, but not limited to: Breakfast tacos, kolaches, eggs, & meat)
* Variety bagels, donuts, and breads
* Beverages – (Including, but not limited to: Coffee (including but not limited to espresso, Frappuccino, latte, smoothies, etc.), milk, ice tea, hot tea, assorted juices and sodas).

5.4.3.2 Lunch:

*Suggested Hours of Operation: 11:00 a.m. to 4:00 p.m. with an option for UTHealth to shorten or extend hours of operation*

The lunch option is to include the following minimum service:

* Salad/Fruit Bar
* Fresh Sandwiches
* Soups (at least 2 types)
* Hot food option. (Including, but not limited to: Grill items, pizza, and entrees, meat and vegetable choices)
* Desserts
* Beverages – Including but not limited to: Coffee (including but not limited to espresso, Frappuccino, latte, smoothies, etc.), ice tea, hot tea, assorted juices, and sodas).

5.4.3.3 Catering:

University may utilize the food service operator at the SON for internal catering services for luncheons and meetings that occur on a frequent basis at various University locations or around the TMC community for internal or external customers. **Delivery fees are not permitted.**

The School of Nursing facilities can only be used for serving the UTHealth locations and any catering orders received through the School of Nursing facility *in which the University receives a commission*.  Catering orders can include orders from MD Anderson, Baylor and other agencies/customers. **Delivery fees are not permitted.**

**The School of Nursing facility cannot be used to process orders for Contractor’s personal business locations in which the University receives no commission.**

## MSB - Required

**No cooking facilities available in this location.**

5.4.3.4 Breakfast:

*Suggested Hours of Operation: 7:00 a.m. to 10:30 a.m.*

## The breakfast option is to include the following minimum service:

* + Cereal
  + Fresh fruit
  + Hot food option (Including, but not limited to: Breakfast tacos, kolaches, eggs, meat, variety bagels, donuts, and breads).
  + Beverages – (Including, but not limited to: Coffee (including but not limited to espresso, Frappuccino, latte, smoothies, etc.), milk, ice tea, hot tea, and assorted juices).

5.4.3.5 Lunch:

*Suggested Hours of Operation: 11:00 a.m. to 4:00 p.m. with an option for UTHealth to shorten or extend hours of operation*

The lunch option is to include the following minimum service:

* + Fresh Salad and Fruits
  + Fresh Sandwiches
  + Soups (at least 2 types)
  + Hot food option (Including, but not limited to: Grill items, pizza, and entrees, meat and vegetable choices).
  + Desserts
* Beverages – Including but not limited to: Coffee (including but not limited to espresso, Frappuccino, latte, smoothies, etc.), ice tea, hot tea, assorted juices, and sodas).

**SOD - Required**

**No cooking facilities available in this location.**

5.4.3.6 Breakfast:

*Suggested Hours of Operation: 7:00 a.m. to 10:30 a.m.*

The breakfast option is to include the following minimum service:

* + Cereal
  + Fresh fruit
  + Hot food option. (Including, but not limited to: Breakfast tacos, kolaches, eggs, & meat)
  + Variety bagels, donuts, and breads
  + Beverages – (Including, but not limited to: Coffee (including but not limited to espresso, Frappuccino, latte, smoothies, etc.), milk, ice tea, hot tea, and assorted juices).

5.4.3.7 Lunch:

*Suggested Hours of Operation:11:00 a.m. to 4:00 p.m. with an option for UTHealth to shorten or extend hours of operation*

The lunch option is to include the following minimum service:

* + Fresh Salad and Fruits
  + Fresh Sandwiches
  + Soups (at least 2 types)
  + Hot food option. (Including, but not limited to: Grill items, pizza, and entrees, meat and vegetable choices)
  + Desserts
* Beverages – Including but not limited to: Coffee (including but not limited to espresso, Frappuccino, latte, smoothies, etc.), ice tea, hot tea, assorted juices, and sodas).

**UCT – Required**

## 5.4.3.8 Breakfast :

*Suggested Hours of Operation: 6:30 a.m. to 10:30 a.m.*

The breakfast option is to include the following minimum service:

* Cereal
* Fresh fruit
* Hot food option. (Including, but not limited to: Breakfast tacos, kolaches, eggs, & meat)
* Variety bagels, donuts, and breads
* Beverages – (Including, but not limited to: Coffee (including but not limited to espresso, Frappuccino, latte, smoothies, etc.), milk, ice tea, hot tea, assorted juices and sodas).

5.4.3.9 Lunch:

*Suggested Hours of Operation: 11:00 a.m. to 5:00 p.m. with an option for UTHealth to shorten or extend hours of operation*

The lunch option is to include the following minimum service:

* Salad/Fruit Bar
* Fresh Sandwiches
* Soups (at least 2 types)
* Hot food option. (Including, but not limited to: Grill items, pizza, and entrees, meat and vegetable choices)
* Desserts
* Beverages – Including but not limited to: Coffee (including but not limited to espresso, Frappuccino, latte, smoothies, etc.), ice tea, hot tea, assorted juices, and sodas).

5.4.4 Menu Items to be Offered

Proposer is to offer same or similar menu items (approved by University) at competitive prices. Prices MUST be approved of by University representative prior to posting or changes occur.

The selling price on all items must be listed in the proposal submitted by the Contractor and must include the State of Texas and City of Houston sales tax where applicable. Prices quoted must remain firm for a period of two (2) years from the effective date of resulting contract. After this date, Contractor may request a price change to become effective upon the contract renewal date; serious market fluctuations excepted. Revisions must be based on general industry changes and must be requested in writing at least thirty (30) days prior to the effective date of the contract renewal. Contractor must furnish documented evidence substantiating the validity of the request. Documented prices must be the manufacturer’s list prices excluding promotions. No price increase will be granted without the written approval of the Vice President and Chief Auxiliary Enterprises Officer.

|  |
| --- |
| **RETAIL SALES MENU ITEMS** |
|  |
| Breakfast Taco (sausage, egg & cheese; bacon, egg & cheese; potato, egg & cheese; bacon & egg, or cheese & egg) |
| Sausage Kolache - with and without cheese |
| Croissant Sandwich (egg & cheese with either bacon, sausage or ham) |
| Breakfast platter (scrambled eggs, biscuit, & two (2) strips of bacon or 2 sausage patties) |
| Ala Carte (scrambled eggs) |
| Ala Carte (bacon/slice; sausage/patty) |
| Yogurt Parfait includes fruits and nuts |
| Oatmeal w/fruit and nuts |
|  |
| Homemade Soup: Cup and Bowl sizes |
| House salad |
| Caesar salad - with and without grilled chicken |
| Greek salad |
| Grilled Chicken Salad |
| Pasta Salad |
| Shrimp Salad |
| Hummus |
| Fruit Salad |
|  |
| Sandwiches: Bread or Wrap - with and without cheese |
| Ham, Turkey, Roast Beef |
| Chicken Salad, Tuna Salad |
| Veggie Sandwich |
| Spinach Veggie Wrap |
| Turkey Wrap |
| Hamburger |
| Hamburger Basket (including fries, Med drink) |
| Veggie Burger |
| Veggie Burger Basket (including fries, drink) |
| Grilled Chicken Sandwich |
| French Fries |
| Roasted Vegetables |
| Hot entrée meal including vegetable, house salad and roll: (i.e.: Beef or Veggie Lasagna; Baked Fish, |
| Chicken & Dumplings; Grilled Chicken and Vegetables, Pepper Steak, etc.) |
| Fried Shrimp |
| Fried Shrimp w/French Fries |
| Chicken Tenders (4 piece) with and without French fries |
| Chicken Tender Sandwich |
| Pizza by the slice |
| Pizza combo: one (1) slice, small house salad and small soft drink |
|  |
| Fountain Drinks/Iced Tea: |
| Small (8 oz.) |
| Medium (16 oz.) |
| Large (24 oz.) |
| X-Large (32oz) |
| Coffee |
| Small (12 oz.) |
| Medium (16 oz.) |
| Large (20 oz.) |
| Latte |
| Cappuccino |
| Espresso |
| Desserts such as Brownie, Homemade Cookie, Cake (slice), Pie (slice) |

5.4.5 **Catering – Interagency Contract between UTHealth and UT Austin MBA Program - Required**

The purpose of this Contract is for UT Austin to obtain catering services (“Services”) from UTHealth using its contracted food vendor. UTHealth will provide Services on Program Weekends as outlined in Exhibit A, Texas MBA at Houston Program Calendar, attached hereto. UT Austin also may request Services for special events, including, but not limited to, information sessions, recruiting events and recognition ceremonies, on an as needed basis.

On Program Weekends UTHealth will provide catering for approximately 180 +/- student, faculty and staff at a set rate/per person/per weekend. Per person cost includes: food, beverage, set-up, service charges, gratuity, and applicable taxes.

UT Austin will be allowed to revise (+ or -), without penalty, the number of students, faculty and staff at any time up to three days prior to each Program Weekend. Revisions provided in writing on or before the due date will be considered the guaranteed attendees. If revisions are not received by the due date, 180 will be used as the guaranteed attendees. Any price increases must have the prior written approval of both Contracting Agencies through an executed Amendment to this Agreement.

5.4.5.1 Catering to be provided for weekend programs and special events including but not limited to the following (per class/event calendars):

Friday –

* (3:00pm – 8:30pm) consists of an assortment of hot and cold hors d’oeuvres (hot hors d’ oeuvres added at 4:30pm), fresh baked goods, bottled water, energy drinks and soft drinks

Saturday –

* + Breakfast (7:00am – 10:00am) consists of assorted pastries, hot breakfast entrée, fresh fruit, individual yogurt cups, fruit juice, coffee, decaf, tea, bottled water, energy drinks and soft drinks
  + Mid-Morning Break (10:00am – 12:00pm) consists of assorted breakfast bars, fresh fruit, individual yogurt cups, coffee, decaf, tea, bottled water and soft drinks
  + Lunch (12:00pm – 1:30pm) consists of a selection of fresh salad, soup, 3 hot entrees, starches, vegetables, rolls, dessert, bottled water and soft drinks or

Box Lunch/Sandwich Buffet/Light Buffet with bottled water and soft drinks.

* PM Break (1:00pm – 5:30pm) consists of assorted cold hors d’ oeuvres, fresh baked goods, candy, whole fresh fruit, energy/granola bars, coffee, decaf, tea, bottled water and soft drinks

Sunday – occasional per calendar

* Breakfast (7:00am – 10:00am) consists of assorted pastries, hot breakfast entrée, fresh fruit, individual yogurt cups, fruit juice, coffee, decaf, tea, bottled water, energy drinks and soft drinks
* Mid-Morning Break (10:00am – 12:00pm) consists of assorted breakfast bars, fresh fruit, individual yogurt cups, coffee, decaf, tea, bottled water and soft drinks
* Lunch (12:00pm – 1:30pm) consists of a selection of fresh salad, soup, 3 hot entrees, starches, vegetables, rolls, dessert, bottled water and soft drinks or Box Lunch/Sandwich Buffet/Light Buffet with bottled water and soft drinks.
* PM Break (1:00pm – 5:30pm) consists of assorted cold hors d’ oeuvres, fresh baked goods, candy, whole fresh fruit, energy/granola bars, coffee, decaf, tea, bottled water and soft drinks

Special Events –

Catering menu and costs as agreed upon in writing by both Contracting Agencies at a maximum per person rate.

5.4.6 Personnel

5.4.6.1 Contractor shall maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Contract. Contractor shall assign to the University a designated representative who will be responsible for the coordination and administration of University’s requirements. Contractor will provide and maintain on duty at University a qualified resident DOFS/Manager who will direct all functions of the operation, including the supervisory staff and hourly employees. The University reserves the right to approve the selection of said Director.

5.4.6.2 All dietary employees will obtain a ‘Contractor’ identification badge at Contractor’s expense; currently $15 from the University and will wear their identification badge whenever they are on University property.

5.4.6.3 All management and non-management food service personnel will be employees of Contractor. Contractor will prepare and process the payroll for and shall pay all food service employees directly.

5.4.6.4 Contractor agrees that it will not solicit to hire any supervisory employees of University for the same / similar job without specific written permission as long as this contract is in force, plus one year.

5.4.6.5 University also agrees not to solicit to hire any management or supervisory employees of Contractor for the same / similar job without specific written permission during the time this Contract is in force, plus one year.

5.4.6.6 Contractor is responsible ensuring that the employee has a TB test completed for all personnel and then retaken annually.

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

The investigation shall include, at a minimum

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

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

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

5.4.6.8 Contractor will maintain adequate staff to ensure quality of service and to prevent an interruption of service. A supplemental work force will be on-call to support the existing work force in the event of absenteeism. Such supplemental work force shall have appropriate documentation completed (approved background check, TB test, and UT badge).

5.4.6.9 The University may request the removal of any of the Contractor’s employees from the staff with appropriate cause.

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

5.4.7 Facilities Equipment, Maintenance, Replacement, Renovations, and Alterations:

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

5.4.7.2 Contractor will supervise the use of all food service equipment owned by the University and will see to it that all food service employees exercise due care in safety and the proper use of such equipment. University shall not be responsible for any accidents that occur from University equipment. When equipment is in need of mechanical repair resulting from normal use and normal wear and tear, University, when notified, will order and pay for such repairs.

When both parties determine that a Contractor employee is found to be negligent in the use of the equipment and repair bill results, Contractor agrees to reimburse University for the cost of the repair. When University determines that equipment is in need of replacement, University agrees to replace the needed equipment at its cost. University shall retain ownership of all equipment.

5.4.7.3 Changes or modifications to University -owned space, property, fixtures, fixed equipment or utilities may not be made without written authorization of University representative, unless specified in the anticipated contract. The University will furnish utilities and outlets required during normal hours of operation. The University will not guarantee an uninterrupted supply of water, electricity, air conditioning or heat, except that it would be diligent in restoring service following an interruption. The University will not be liable for any loss of product or sales that may result from the interruptions or failures of any such utility services.

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

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

5.4.7.6 The University will be responsible for insect and pest control in all service areas. Contractor must ensure that service areas, products, and equipment are kept in clean and orderly state so that insect and pest control issues are kept to a minimum.

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

5.4.7.8 The University shall provide the following at its expense:

a. Food and office equipment currently on University inventory.

b. Structural and basic repairs to and maintenance of the building and fixed equipment.

c. Use of the University interoffice mail system and Auxiliary Enterprises, University Dining and Catering Services website.

d. Auxiliary Enterprises is willing to assist in any announcements or weekly specials at various locations through University e-mail.

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

Contractor will provide all janitorial supplies, equipment, and services necessary for the maintenance and cleaning of inside surfaces, furnishings, equipment, front doors, glass wall partitions, walls, ceilings, floors and vents associated with the space. This includes the stripping and washing all floor and cleaning all vents at least three (3) times per contract year. Plumbing maintenance costs are the responsibility of the Contractor.

5.4.7.10 The University shall provide and charge the Contractor for the following services:

1. Electrical utilities
2. Use of the University telephone system and modems will be charged at the same monthly line and equipment charges that are billed to University departments.
3. Insect and pest control services
4. Vent hood cleaning / maintenance
5. Grease Trap cleaning / maintenance and associated permit fees

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

1. Any changes must have the prior written approval of the University, and must be in compliance with all applicable University, State, City, Federal and local ordinances. The Contractor must receive preliminary written approval from the Vice President & Chief Auxiliary Enterprises Officer before proceeding with detailed plans and specifications.
2. If such preliminary written approval is given, the Contractor must then submit detailed plans and cost estimates for proposed changes, with the names of any construction companies and principal suppliers to be involved. If the appropriate campus officials give final written approval, the Contractor may then proceed with the proposed project.
3. The Contractor shall bear the costs of all expenses for any renovations, alterations, changes, modifications or enhancements initiated by the Contractor and shall not be reimbursed by the University at the expiration of the contract period. Such renovations, alterations, changes, modifications or enhancements shall immediately become the property of the University.
4. The Contractor shall provide copies of receipts for payment for each renovation, alteration, change, modification or enhancement to the University within thirty-(30) days of payment.

e. Any renovations at University shall be pre-approved by the VP & Chief Auxiliary Enterprises Officer.

5.4.7.12 The Contractor shall conform to fire, safety, traffic, parking and other University or statutory regulations as imposed on University units and other contractual services on its premises and their personnel.

5.4.7.13 The Contractor shall assume responsibility for the cost of repair and updates, maintenance fees etc. for any Contractor owned equipment and software.

5.4.8 Food Order Process Flow:

A detailed plan shall be set for the following procedures:

(separate eat-in, to-go, and catered orders), including number of employees.

ORDER PLACEMENT

TECHNOLOGY AND TRANSMISSION OF ORDER TO COOK

PAYMENT

ORDER PICK-UP

CLEAN-UP

5.4.9 Food Service Inventory:

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

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

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

5.4.10 Contract Close / Contract Termination:

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

5.4.11 Reporting Requirements:

5.4.11.1 Contractor shall deposit cash sales collected by the Contractor in Contractor’s name. Contractor shall be responsible for the collection and payment of any applicable sales tax on said cash sales.

5.4.11.2 UTHealth will collect amounts due Contractor from the UT Austin MBA Program weekends and events. Contractor will prepare and submit invoices to Auxiliary Enterprises for all UT Austin MBA catering functions serviced by Contractor. Contractor will be responsible for billing and collecting amounts due from all other catered events. Contractor may ask Auxiliary Enterprises to assist with contacting UTHealth departments for any outstanding invoices.

5.4.11.3 A weekly and monthly sales report segmented by each operational location must be submitted to the Vice President and Chief Auxiliary Enterprises Officer, UTHealth, 7779 Knight Road, Houston, TX 77054.

5.4.11.4 Semi-Annual Customer Satisfaction Report: Detailed information based on written surveys of customers. Contractor and University will work together to determine the survey content and survey schedule. The surveys are to include, but not limited to the following items:

* + Determination of food quality
  + Determination of food quantity
  + Determination of service delivery
  + Pricing

5.4.12 Parking

5.4.12.1 Contractor’s vehicles must be clearly identifiable with Contractor’s name and be kept in a reasonably clean and presentable condition. Only service vehicles will be permitted to park on the campus. Vehicles servicing buildings on the campus must observe all traffic and parking regulations. Service vehicles must use loading and unloading or service zones and must not block campus drives or fire lanes at any time. Service vehicles must be moved from loading docks immediately after loading or unloading.

5.4.12.1.1 Parking pass for one (1) service vehicle used for catering will be provided at the School of Nursing building. Contractor will be charged the current rate by Parking Services.

5.4.12.2 UTHealth will not be responsible for the Contractor’s employee parking. Parking is under the control of the Texas Medical Center or UTHealth. UTHealth will submit to the appropriate individual the names of the management personnel for parking privileges, but will not guarantee space availability.

5.4.13 Security

5.4.13.1 The Contractor will utilize the University's centralized key system.

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

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

5.4.14 Cleaning / Sanitation

5.4.14.1 At all times Contractor will maintain sanitation standards commensurate with the highest city or state health department certification. Failure by Contractor to maintain the highest city or state health department certification will constitute default on the part of Contractor and will, at the option of University, render this contract terminated.

5.4.14.2 Contractor is responsible for all costs associated with the cleaning and sanitation of the food preparation area as well as the food serving area. The University will paint the walls and ceilings on an as needed basis as determined by the University.

5.4.15 Performance Metrics:

The intent of the performance metrics is as follows.

5.4.15.1 To inform Contractor that University organizational leadership requires monitoring the performance of food management services.

5.4.15.2 To ensure that University receives the same level of high quality food services when delivered by an outside organization through contractual agreement as it would if provided by University’s staff.

5.4.15.3 To clarify Contractor’s performance obligations by identifying Key Performance Indicators (KPI’s). The purpose of these standards, together with the compensation adjustment included therein, is to assure University of quality food services based upon customer feedback.

5.4.15.4 To establish a protocol for the parties’ Annual Business Reviews that includes review of a scorecard (Scorecard) that measures Contractor’s KPI’s for the previous year. All benchmarks and metrics will be updated each Contract Year, defined as each September 1st through August 31st period that resulting Agreement is in effect.

5.4.15.5 To establish the parameters of an Annual Operating Plan & Review: University and Contractor will agree to meet annually and will mutually agree on the operating plan for the upcoming year. The operating plan will define the key performance metrics, budget, financials, staffing, benchmark data, strategic planning and other operational concerns for the upcoming year. The meeting will be scheduled prior to the end of the University fiscal year. Any new requirements for the upcoming year will start on September 1st.

5.4.15.6 These KPI’s must be strictly adhered to and met by Contractor, and any failure to meet such KPI’s will entitle University to enforce these obligations by exercising any and all remedies available to University under the Agreement.

5.4.15.7 Some examples are Student Survey Feedback, Timeliness of Required Documentation, Timeliness and Accuracy of Monthly Reports, and Compliance with Nutritional Information.

5.4.15.8 KPI’s will be finalized during the contract negotiation stage

5.4.15.9 If the KPI’s are not met, then Contractor will be placed on a corrective action plan

5.4.15.10 Continued failure to perform will have financial implications and the percent of commission paid to University will be increased.

5.4.16 Permits:

Contractor is responsible for posting all required city permits for food handling in appropriate locations and will ensure that the permits are renewed and valid at all times. Contractor will be held responsible for all fines for non-compliance.

5.4.17 Miscellaneous Provisions:

5.4.17.1 The University will require on occasion, use of the dining room space at Non-meal times for non-food service activities.

5.4.17.2 University does not desire Contractor to be franchised.

5.4.17.3 Contractor is to state the location of where the main service center is located along with how and the time frame in which the products will arrive at the various UTHealth locations.

5.4.17.4 Major deviations of services performed by Contractor pursuant to this Contract will not be allowed without the written approval of the Vice President and Chief Auxiliary Enterprises Officer, his designee or successor.

5.4.17.5 The responsibility and final authority for judging the performance of Contractor pursuant to this Contract rests with UTHealth.

5.4.17.6 Contractor must assume full responsibility for all operating costs associated with the food service operation including, but not limited to:

* + All food and beverage costs,
  + Obtaining within thirty (30) days of execution date of this contract, a beer and wine license (if University determines need).
  + All linen, laundry and green plants/flower services costs.
  + All expendable office and custodial supplies.
  + All salaries, wages, and employee benefits payable to or on behalf of the Contractor’s employees. All employees, including students, shall be employed by and in the name of the Contractor. The Contractor shall hold harmless the UTHealth and the State of Texas including their agents and employees from any and all claims, demands, or liability on account thereof.

5.4.17.7 Examples of other items that cannot be charged to the UTHealth include but are not limited to, charges for menu making, service charge for corporate purchasing or facility planning service charges, accounting, auditing or other similar expenses.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

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

(Proposer Company Name)

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

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

**RFP No.:**  744-R1904 Grab-N-Go Food Services

Ladies and Gentlemen:

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

**6.1 Commission for Services Offered**

\_\_\_\_% commission for cash sales, catering, special events to be paid on a monthly basis.

\_\_\_\_% commission you propose to be ‘at risk’ if KPI’s are not met.

**6.2 Schedule to Begin Services**

\_\_\_\_ Number of Calendar Days to begin services at all Grab-N-Go locations.

**6.3 University’s Payment Terms**

University’s standard payment terms for services are “Net 30 days.” Proposer agrees that University will be entitled to withhold \_\_\_\_\_\_\_\_\_\_ percent (\_\_\_\_\_\_\_\_%) of the total payment due under the Agreement until after University’s acceptance of the final work product. Indicate below the prompt payment discount that Proposer will provide to University:

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

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

Respectfully submitted,

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

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

(Authorized Signature for Proposer)

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

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

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

APPENDIX ONE

PROPOSAL REQUIREMENTS

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**SECTION 1**

**GENERAL INFORMATION**

**1.1 Purpose**

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

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

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

**1.2 Inquiries and Interpretations**

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

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

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

**1.3 Public Information**

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

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

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (Chapter 552, *Government Code*). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under §§552.101, 552.110, 552.113, and 552.131, *Government Code*.

**1.4 Type of Agreement**

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

**1.5 Proposal Evaluation Process**

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

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

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

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

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

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

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

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

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

**1.8 Proposal Requirements and General Instructions**

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

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

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

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

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

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

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

**1.9 Preparation and Submittal Instructions**

1.9.1 Specifications and Additional Questions

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

1.9.2 Execution of Offer

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

1.9.3 Pricing and Delivery Schedule

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

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

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

1.9.4 Proposer’s General Questionnaire

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

1.9.5 Addenda Checklist

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

1.9.6 Submission

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

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

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

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

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

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

1.9.7 Page Size, Binders, and Dividers

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

1.9.8 Table of Contents

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

1.9.9 Pagination

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

**SECTION 2**

**Execution of Offer**

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

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

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

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

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

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

2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of Work.

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

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

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

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

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

2.1.11 Pursuant to §§[2107.008](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2107.htm#2107.008) and [2252.903](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.903), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.

2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer’s proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer’s intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer’s proposal.

2.1.13 Pursuant to [Chapter 2270, *Texas Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2270.v2.htm), Proposer certifies it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of any contract or agreement resulting from this RFP. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

2.1.14 Pursuant to [Subchapter F, Chapter 2252, *Texas* *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#F), Proposer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

**2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.

**2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, *Tax Code*](http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.171.htm), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.

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

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

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

**2.7 Relationship Certifications.**

**⦁** No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of UT System, on the other hand, other than the relationships which have been previously disclosed to University in writing.

* Proposer has not been an employee of any member institution of UT System within the immediate twelve (12) months prior to the Submittal Deadline.
* No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer’s proposal or any contract resulting from this RFP (ref. [§669.003, *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.669.htm#669.003)).
* All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.

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

**2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=OSHACT&p_id=2743)) and the *Texas Hazard Communication Act*, [Chapter 502, *Health and Safety Code*](http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.502.htm), and all related regulations in effect or proposed as of the date of this RFP.

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

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

**2.12 Conflict of Interest Certification.**

* Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
* Proposer’s provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
* Proposer has disclosed any personnel who are related to any current or former employees of University.
* Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.

**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.: 744-R1904

**NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under §§**[**552.021**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.021) **and** [**552.023**](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm#552.023)**, *Government Code*, individuals are entitled to receive and review such information. Under** [**§559.004, *Government Code***](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.559.htm#559.004)**, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.**

**Submitted and Certified By:**

(Proposer Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer’s Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

**SECTION 3**

**PROPOSER’S GENERAL QUESTIONNAIRE**

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

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

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

Address of principal place of business:

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

Number of years in Business:

State of incorporation:

Number of Employees:

Annual Revenues Volume:

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

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

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

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

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

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

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

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

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

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

**3.2 Approach to Project Services**

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

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

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

3.2.3.1 Identification of tasks to be performed;

3.2.3.2 Time frames to perform the identified tasks;

3.2.3.3 Project management methodology;

3.2.3.4 Implementation strategy; and

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

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

**3.3 General Requirements**

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

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

**3.4 Service Support**

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

**3.5 Quality Assurance**

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

**3.6 Miscellaneous**

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

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

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

**SECTION 4**

**ADDENDA CHECKLIST**

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

(Proposer Company Name)

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

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

**RFP No.:**  744-R1904 Grab-N-Go Food Services

Ladies and Gentlemen:

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

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

Respectfully submitted,

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

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

(Authorized Signature for Proposer)

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

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

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