

## SOLICITATION, OFFER, ACCEPTANCE, AND AWARD

Date Solicited <b>August 23, 2021</b>	Solicitation Number <b>RFP-221-08-055-SVC</b>	Date of Award	Contract Number
		NOTE: Solicitation responses shall be enclosed in a sealed envelope/package. Mail Or Hand Deliver Proposals To: <b>University Health</b> <b>Attn: Procurement Services Department</b> <b>Latrisha Brown</b> <b>Solicitation: RFP-221- 08-055-SVC</b> <b>5800 Farinon Drive</b> <b>San Antonio, TX 78249</b>	Due date/time for Respondent questions:  <p style="text-align: center; color: red;"><b>September 13, 2021</b> <b>12:00 PM CST</b></p>
			Due date/time for proposals:  <p style="text-align: center; color: red;"><b>October 4, 2021</b> <b>2:00 PM CST</b></p>
For information contact: <b>Latrisha Brown</b>	E-mail: <a href="mailto:latrisha.brown@uhs-sa.com">latrisha.brown@uhs-sa.com</a>	Telephone No. <b>210-358-9110</b>	Fax No. <b>210-358-9145</b>

### SOLICITATION FOR: Multicultural Marketing Services

By signing the proposal, the Respondent acknowledges that all facts contained in it are true to the Respondent's best knowledge and that University Health may rely upon such and that the Respondent has read the entire document and agreed to the terms therein. The undersigned, by his/her signature, represents that s/he is authorized to bind the Respondent to fully comply with the Specifications, Scope and General Requirements for the amounts shown on the accompanying pricing schedule and by signing the proposal, the Respondent acknowledges that all facts contained in it are true to the Respondent's best knowledge and that University Health may rely upon such.

Name and Address of vendor <b>Company Name</b> _____  <b>Contact Name</b> _____  <b>Address</b> _____  <b>City, State &amp; Zip</b> _____  <b>Telephone No.</b> _____  <b>E-mail address:</b> _____	<b>Name and Title of Person Authorized to Sign Offer</b> <u>(Failure to sign shall result in rejection of offer)</u>  <b>Print Name</b> _____  <b>Title</b> _____  <b>Signature</b> * _____ <p style="text-align: center;"><b>Original must be signed in Ink.</b></p> <b>Date</b> _____
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### ACCEPTANCE AND AWARD (to be completed by University Health)

Acceptance of the following items:	Term of the contract:	Amount of Award:	Accounting & Appropriation:
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University Health:  _____ / _____ Antonio Carrillo, CMRP Executive Director, Supply Chain Management	Board Approval Date:  _____ Date	Renewal Options:  _____
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## **TABLE OF CONTENTS**

- 1. UNIVERSITY HEALTH BACKGROUND**
- 2. PROJECT BACKGROUND**
- 3. SCOPE OF SERVICES**
- 4. GENERAL TERMS AND CONDITIONS**
- 5. SOLICITATION INSTRUCTIONS**
- 6. EVALUATION, DECISION CRITERIA AND AWARD MATRIX**
- 7. PROPOSAL SUBMITTAL FORMAT AND TABS**

### **ATTACHMENTS:**

**Attachment A – Scope and Evaluation Criteria**

**Attachment B – University Health Purchasing Policy Reimbursement for Vendor Travel Expenses.**

**Attachment C – Marketing Sample**

**1. UNIVERSITY HEALTH BACKGROUND**

The Bexar County Hospital District d/b/a University Health a political subdivision of the State of Texas and tax-exempt entity, is a nationally-recognized academic medical center owned by the people of Bexar County. University Health is San Antonio’s only Magnet healthcare organization. Magnet is a designation of the American Nurses’ Credentialing Center and is the “gold standard” of excellence in patient care. Accredited by The Joint Commission, University Health facilities serve as the primary teaching locations for The University of Texas Health Science Center at San Antonio and the organization is in the top one percent of the country for going “paperless” with electronic medical records. Since 2008, University Health has been included among the American Hospital Association’s list of the *100 Most Wired Hospitals and Health Systems*.

Clinical locations include University Hospital, a 700 plus occupied bed acute care hospital and South Texas’ Lead Level I trauma center; 23 clinics throughout Bexar County providing primary, specialty, and preventive health services; and four outpatient dialysis centers. Subsidiary organizations of University Health include Community First Health Plans, a nonprofit HMO, and University Medicine Associates, a nonprofit physician practice. Learn more online at [www.UniversityHealthSystem.com](http://www.UniversityHealthSystem.com).

Procurement opportunities may currently be found in the San Antonio Express-News. Construction/architectural engineering projects are usually advertised in the Sunday edition. Online Procurement opportunities are available on University Health’s website: [www.UniversityHealthSystem.com/bids](http://www.UniversityHealthSystem.com/bids).

**2. PROJECT BACKGROUND**

Corporate Communications is seeking multicultural marketing services from an agency that has experience and a proven track record in marketing community programs that are relevant to the multicultural residents of Bexar County, including San Antonio and South Texas.

**3. SCOPE OF SERVICES**

A key component of fulfilling our mission to improve the good health of our community is communication. Knowing where someone comes from and what is important to them is crucial in the process of marketing to our community. This request is to help us find an agency partner who specializes in multicultural marketing so that we can connect with our community in ways that are culturally relevant.

**Minimum Requirements**

- Experience developing communication materials, website content and campaigns targeting South Texas’ Latino, African American and other diverse populations
- Must have employed staff who are fluent in Spanish (written and verbal skills)
- Must be able to provide comprehensive in house services including demographic and consumer research, culturally-relevant graphic design, copywriting (English and Spanish) for various types of media, translation services, virtual and in-person event-planning and execution

Company Name: \_\_\_\_\_

RFP-221-08-055-SVC

Page 3 of 19

- Documented experience, with references, working with an agency-of-record for campaign planning, production, execution and results reporting

#### 4. GENERAL TERMS AND CONDITIONS

**4.1 Group Purchasing Organizations (GPOs) and Cooperative Contracts (COOPs):** – University Health participates in many different GPOs and COOPs. If your company participates in any Buying Groups and is awarded a contract, all sales, contracts and orders will be reported back to the respective GPO or COOP. If the response submitted falls under a GPO or COOP state which one in your submittal response to this solicitation. University Health is a member of the following GPOs and COOPS including but not limited to: Premier Inc., Vizient (MedAssets), Intalere (Amerinet), First Choice, US Communicates, Purchasing Solutions Alliance, TxMAS and the Texas Department of Information Resources (DIR).

**4.2 Formal Competitive Process:** This solicitation is a formal competitive process. All questions or other matters related to this solicitation must be directed to the Executive Director of Procurement Services or his designee only. Any Respondent, including those currently contracted with University Health, who fails to comply with this limitation, may be disqualified from the selection process.

**4.3 The Respondent understands and acknowledges that University Health reserves the right to:**

- (a) At its sole discretion, reject any and all responses, waive any informality, or change the listed dates.
- (b) Request clarification of information submitted and request additional information of one or more applicants.
- (c) At its sole discretion, modify or suspend any and all aspects of the selection process, including, but not limited to, this solicitation and all or any portion of the selection process subsequent to the solicitation; to obtain further information from any Respondent; to waive any defects as to form or content of the solicitation or any other step in the selection process; and to accept or reject any Respondent for entry into any contract.
- (d) Award the contract to another Respondent if the successful Respondent does not execute a contract within thirty (30) days after the acceptance of the response by University Health.
- (e) Without further discussion, award one contract to a single or multiple companies after receipt of proposals. Therefore, University Health emphasizes the importance of submitting the most favorable terms in the initial response.

**4.4 Respondent Submittals/Responses: The Respondent understands and acknowledges the following:**

- (a) Respondents who submit a response to this solicitation do so at their own expense. Please note any costs incurred during the development, preparation, and submission of solicitation responses shall be borne solely by the Respondent. University Health will not pay or reimburse any respondent's costs related to this solicitation or negotiation of any contract.

- (b) A Respondent who does not respond to this solicitation by the due date and specified time will be eliminated from the selection process. Responses are due to Procurement Services in accordance with the specifications of this solicitation.
- (c) Any response may be withdrawn up to the date and time specified for the submission of the responses. Any response not so withdrawn shall constitute an irrevocable offer, for a period of one-hundred twenty (120) days, to provide to University Health the services proposed, or until one or more of the responses have been accepted and approved by University Health.
- (d) University Health will independently verify the respondent's ability to perform as proposed.
- (e) The issuance of this solicitation does not imply any commitment on the part of University Health nor any of its individual representatives to accept in part or in whole any of the submitted proposals.
- (f) Any agreement or contract resulting from the acceptance of a response requires approval by University Health. The contract shall contain, at a minimum, applicable provisions of this solicitation. University Health reserves the right to reject any agreement that does not conform to the terms and conditions and any University Health requirements for agreements and contracts.
- (g) Material exceptions to the solicitation, including terms and conditions, delivery, specifications, or payment terms may constitute grounds for rejection of the submission.
- (h) University Health, at its sole discretion, may select more than one vendor(s) which best serve University Health's interests.

**4.5 Respondent Waiver:** By Respondent's submission of a response to this solicitation, each Respondent waives any claim against University Health or University Health property by reason of any or all of the following: (i) any aspect of this solicitation, the selection process or any part thereof, (ii) any informalities or defects in the selection process, entering into any agreement, the failure to enter into an agreement, any statements, representations, acts, or omissions of University Health, (iii) the exercise of any discretion set forth in or concerning any of the foregoing, and any other matters arising out of all or any of the foregoing.

**4.6 Open Records:** University Health is a governmental entity subject to public disclosures requirements outlined under Chapter 552, *Texas Government Code* ("Chapter 552") which may include documents submitted in response to this RFP. University Health strictly adheres to Chapter 552 and interpretations of Chapter 552 rendered by the courts and the Texas Attorney General.

**4.7 Advertising:** The Contractor shall not use University Health's name, logos, images, or any data or results arising from a contract awarded under this solicitation as a part of any commercial advertising without first obtaining the prior written consent of the Executive Director of Procurement Services and the Senior Vice President of Corporate Communications.

**4.8 License and Permits:** The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply University Health with evidence of such licenses, permits, and authorizations. This evidence shall be submitted subsequent to the contract award but

prior to commencement of work. All costs associated with any such licenses, permits, and authorizations shall have been included by the Contractor in its proposal response.

**4.9 Business Associate Information and Safeguards:** If Contractor is deemed a Business Associate under applicable federal regulations, Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or by law. Business Associate agrees to implement a comprehensive written privacy and security program that includes administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of ePHI that it creates, receives, maintains or transmits on behalf of Covered Entity in compliance with the HITECH Act. Business Associate agrees to provide Covered Entity with a copy of its privacy and security program prior to the execution of any Agreement. Business Associate further agrees to provide Covered Entity with information concerning such safeguards as Covered Entity may from time to time request.

**4.10 Vendor Credentialing Services:** University Health has partnered with Vendor Credentialing Service, LLC. d/b/a Symplr (“Symplr”) to provide credentialing services for University Health. University Health requires all vendors or contractors to obtain a credential that will access to any University Health facilities. **Vendor or contractor is solely responsible for any and all costs incurred by it as part of the credentialing process.** NOTE: This process only applies to the awarded Respondent(s). Awarded vendors or contractors must cause all necessary employees that will be inside any University Health facility to submit to this process. Approved employees will be allowed to enter University Health facilities on an as-needed basis.

**Credentialing Process for Construction Services (General Contractors (prime), Architects, Engineers, etc.):** Contact Symplr at [GC@symplr.com](mailto:GC@symplr.com) and designate your preferred sign-up option.

- (a) Individual Invitation: If you select this option, each individual contractor’s employees will receive a personal URL inviting them to complete the credentialing process for on-site work.
- (b) Corporate Invitation: If you select this option, a main contact from your organization will sign an agreement and receive access to a free manager account with Symplr. This person will then send out the invites to all contractor’s employees that need to complete the credentialing process for on-site work.

**Credentialing Process for All Other vendors:** Please visit <https://www.symplr.com> to complete vendor credentialing.

**4.11 Access to University Health Facilities: The Respondent understands, acknowledges and agrees to the following:**

- (a) All vendor representatives, desiring access to University Health facilities must have an approved appointment, be credentialed through the vendor credentialing system and register each time access is required. All of these requirements are to be met prior to access being granted for entrance to University Health facilities.
- (b) Upon approval of the vendor credentialing process, to gain access to the desired facility/department, the vendor representatives are to register, at the designated vendor

- credentialing location indicated in the Vendor Protocol Book, retrieve the appropriate photo ID badge and authorization to proceed to their destination.
- (c) Unannounced visits to any area or facility are not allowed.
  - (d) Access to individual areas in University Health facilities is determined by the sensitivity of each area and the vendor representative's level of access. Vendor representatives will be permitted access only to those areas for which their credentialing is authorized and approved.
  - (e) Vendor representatives are not allowed to visit areas beyond their level of access.
  - (f) Vendor representatives should conduct business from 9 a.m. to 5 p.m. on weekdays unless a duly authorized individual from University Health specifically requests visitation or if there is a specific need to conduct business during alternative hours of the day or on weekends (i.e., in-service training, delivery of a product required to address an urgent patient need or emergency, or other bona-fide need).
  - (g) Meetings between vendor representatives and University Health staff may not take place in patient care areas.
  - (h) Vendor representatives may not post any notices that promote their products or a program that they are sponsoring. Program notices must be posted by University Health representative responsible for that program and in accordance with University Health policies for posting notices.
  - (i) The vendor credentialing and registration process must be completed and approved before a vendor representative will be allowed to be present during procedures.
  - (j) Vendor representatives are strictly prohibited from having direct patient contact or operating any medical equipment that is in direct patient contact. Vendor representatives that have approved credentialing and access to the Surgical Services area must comply with perioperative policies and procedures.

**4.12 Contract and Contract Conditions: If awarded a contract, Respondent agrees to the following:**

- (a) Contract Term: The contract will be awarded for the term outlined in this solicitation, commencing from the date of award. If delays in the solicitation process result in an adjustment of the anticipated contract effective date, the Respondent agrees to accept a contract for the full term of the contract. Unless otherwise specified in this solicitation, the initial contract term is a three (3) year term with two (2) one (1) year renewal options.
- (b) Contract Renewal Option: The contract may be renewed for the number of option years outlined in this solicitation. Any renewal of this contract under this provision will be put into effect by mutual agreement between University Health and the Contractor, with written notification being provided to the Contractor by University Health. The original terms and conditions will remain in effect for any renewal period.
- (c) Contract Transition: In the event services end by either contract expiration or termination, it shall be incumbent upon the Contractor to continue services, if requested by the Executive Director of Procurement Services, until new services can be completely operational. The Contractor acknowledges its responsibility to cooperate fully with the replacement Contractor and University Health to ensure a smooth and timely transition to the replacement Contractor. Such transitional period shall not extend more than one-hundred twenty (120) days beyond the expiration date of the contract, or any extension thereof. The Contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is

invoked by University Health.

(d) Price must remain firm and fixed for the duration of the contract term or agreed upon renewal options.

**4.13 Oral Presentations:** As part of the selection process, Respondent(s) may be asked to make oral presentations. If an oral presentation is requested, the Respondent(s) may be asked to elaborate on elements of their response and to demonstrate their understanding of University Health request. The process of evaluating the proposals and conducting any subsequent interviews may extend, at a minimum, one month following the solicitation deadline.

This solicitation or request to make an oral presentation shall not obligate University Health to accept or contract for any services whatsoever. University Health reserves the right to request additional information or material deemed necessary to assist in the selection process and to modify or alter any or all of the requirements herein. In the event of a modification, all Respondent(s) who submit responses will be given an opportunity to modify their responses in the specific areas affected.

**4.14 Certificate of Interested Parties-Form 1295:** In 2015, the Texas Legislature adopted House Bill 1295. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. To obtain additional information on HB 1295, to learn more about Texas Ethics Commission's process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following link: <https://www.ethics.state.tx.us/tec/1295-Info.htm>. **In the event of any contract award related to this solicitation and is in excess of \$250,000, the pending awarded vendor must submit and return to University Health Form 1295 with any signed contract agreement. Failure to return this form along with a signed contract, the Executive Director of Procurement Services will deem the contract document as incomplete and not eligible for approval and execution.**

**4.15 University Health's Accreditation by the Joint Commission.** If applicable, the awarded Contractor agrees to review and shall review all information available to it concerning The Joint Commission's accreditation of University Health. Contractor and its personnel shall perform the work in strict compliance with The Joint Commission Accreditation Standards, and any other standards of The Joint Commission that are or become applicable to the Project. If the Contractor determines either that the Project Coordinator or any other service provider is unaware of information concerning the Joint Commission provided by the Contractor or that any of them is acting in violation of Joint Commission standards, then Contractor shall notify or otherwise report such violation to Owner. Under no circumstances shall Contractor actively or passively cause, or knowingly permit others to cause Owner to be in violation of The Joint Commission standards. The awarded vendor shall submit performance improvement results to University Health's Quality Services Department at least four (4) times a year or as directed by University Health's calendar and using University



Health's standard reporting format. The vendor shall maintain all conditions set out by any regulatory body overseeing University Health, including, but not limited to The Joint Commission, Texas Department of Health, and Texas State Codes.

## 5. SOLICITATION INSTRUCTIONS

**5.1 Vendor Questions:** All questions regarding any solicitation must be submitted in writing, by e-mail, mail, or personal delivery, and addressed to the Procurement staff member assigned to the solicitation. Vendor's questions regarding any aspect of this solicitation shall be submitted exclusively to Contract Specialist, **Latrisha Brown, no later than 12:00 pm on September 13, 2021** via the following e-mail address: [latrisha.brown@uhs-sa.com](mailto:latrisha.brown@uhs-sa.com). Questions should be asked in consecutive order, from beginning to end, following the organization of the solicitation. Each question should begin by referencing the solicitation page number and section number to which it relates. Questions received after the deadline identified above will not be addressed, answered, nor responded to.

**5.2 Amendments:** All timely vendor questions and University Health answers will be posted as an amendment to this solicitation via [www.UniversityHealthSystem.com/bids](http://www.UniversityHealthSystem.com/bids) in the "Amendments" section of the online solicitation.

**5.3 Responses:** Respondents are invited to submit proposals (one marked ORIGINAL) and five (5) copies for this project. **Must also submit two (2) separate flash drive(s) (thumb drive).** All information required in this solicitation shall be furnished or the response may be deemed non-responsive. The Respondent shall print or type his or her name and manually sign the Solicitation, Offer, Acceptance, and Award and Schedule (if applicable). All contact must be made through the Procurement Services Department. Responses not addressed and delivered accordingly will be deemed non-responsive.

Solicitation responses shall be enclosed in a sealed envelope/package. The name and address of the vendor, the scheduled date and hour of the opening, solicitation number, and title of the solicitation must be marked on the outside of the package. Any costs incurred during the development, preparation, and submission of solicitation responses shall be borne solely by Respondent.

Proposals will be received at the following location:

**University Health - Business Center  
Procurement Services Department – Latrisha Brown  
5800 Farinon Drive  
San Antonio, TX 78249**

Submissions must be received **no later than due date and time listed on the first page of this solicitation. Any submission not received by the designated date and time will be returned to the respondent unopened.**

**5.4 Key Events Schedule/Solicitation Milestones:** All dates below are subject to change depending on the number of responses received or other circumstances. University

**Health will make every effort to communicate changes.** Critical solicitation schedule milestones are:

Issue RFP: **August 23, 2021**  
 Due Date for Questions **September 13, 2021 at 12:00 p.m.**  
 RFP Submittal Deadline **October 4, 2021 at 2:00 p.m.**  
 Est. date for Evaluations **TBD**  
 Est. date for Board approval **TBD (if needed)**

**6. EVALUATION CRITERIA**

Each proposal will be evaluated on its responsiveness to the questions contained in this solicitation regarding the Respondent’s experience and qualifications, scope of services, quantitative capabilities, organizational and financial stability, compensation requirements or other requirements listed below.

<b>EVALUATION CRITERIA</b>	<b>MAX POINTS</b>
<b>Pricing (Tab 5)</b>	<b>20</b>
<b>Statement of Interest and Qualifications (Tab 6)</b>	<b>30</b>
<b>Culturally-relevant Marketing Communications Experience and Expertise (Specifically Targeting South Texas’ Diverse Populations) (Tab 7)</b>	<b>50</b>
<b>Total Points</b>	<b>100</b>

**7. PROPOSAL SUBMITTAL FORMAT**

University Health desires that the response to the solicitation be as succinct as possible, while still providing sufficient information for evaluation of the Respondent’s qualifications, approach, and ability to meet University Health’s needs in a responsive and cost-effective manner. In that regard, University Health requests that the responses generally follow the outline format below, and that the vendor address all of the questions posed in this solicitation.

The “TAB” Sections contained in this solicitation regarding the Respondent’s experience and qualifications, scope of services, quantitative capabilities, organizational and financial stability, compensation requirements or other requirements listed. Refer to the “TAB” Sections on the specifics on what needs to be submitted to respond to this solicitation.

Company Name: \_\_\_\_\_

## **8. PROPOSAL SUBMITTAL FORMAT**

University Health desires that the response to the solicitation be as succinct as possible, while still providing sufficient information for evaluation of the Respondent's qualifications, approach, and ability to meet University Health's needs in a responsive and cost-effective manner. In that regard, University Health requests that the responses generally follow the outline format below, and that the vendor address all of the questions posed in this solicitation.

The "TAB" Sections contained in this solicitation regarding the Respondent's experience and qualifications, scope of services, quantitative capabilities, organizational and financial stability, compensation requirements or other requirements listed. Refer to the "TAB" Sections on the specifics on what needs to be submitted to respond to this solicitation.

**TAB 1 – Signed Solicitation and Amendments**

**TAB 2 – University Health Standard Terms and Conditions and Buyer, Bexar County Hospital District dba University Health's State/County Law Amendment**

**TAB 3 – Vendor Registration**

**TAB 4 – Subcontracting and Good Faith Effort Plan**

**TAB 5 – Pricing**

**TAB 6 – Statement of Interest and Qualifications**

**TAB 7 – Culturally-relevant Marketing Communications Experience and Expertise (Specifically Targeting South Texas' Diverse Populations)**

Company Name: \_\_\_\_\_

RFP-221-08-055-SVC

**TAB 1**  
**Signed Solicitation and Amendment(s)**

Include in this Tab a complete copy of the solicitation, to include:

- A signed copy of the solicitation cover page;
- All pages of the solicitation with company name inserted at the footer where indicated;
- Any Amendment(s) released by University Health.

Company Name: \_\_\_\_\_

**TAB 2**  
**University Health Standard Terms and Conditions**  
**And**  
**Buyer, Bexar County Hospital District dba University Health's**  
**State/County Law Amendment**

**Attach a signed copy of University Health's Standard Terms and Conditions and the Buyer, Bexar County Hospital District dba University Health's State/County Law Amendment with your solicitation response. Document is located with the posted solicitation at [www.universityhealthsystem.com/bids](http://www.universityhealthsystem.com/bids).**

**Precedence of University Health's Standard Terms and Conditions:** The contract resulting from this procurement shall consist of the specification included herein, University Health's Standard Terms and Conditions, any amendment(s) to this solicitation, the Contractor's Respondent's proposal, and University Health's Contract Term Sheet. **In the event of a conflict between the provisions of this solicitation, including any amendments to this solicitation, and the Respondent's proposal, the solicitation and/or the amendment shall govern.**

**NOTE THE FOLLOWING REGARDING UNIVERSITY HEALTH'S STANDARD TERMS AND CONDITIONS:**

In submitting a response, the Respondent will be deemed to have agreed to each clause of the solicitation and University Health's Standard Purchase Terms and Conditions unless the vendor's response clearly identifies an objection, sets forth the basis for the objection, and provides substitute language addressing the Respondent's concerns.

**If a company is taking exception to the University Health's Standard Terms and Conditions, the company must submit with the response the proposed exceptions. Any sections that are not applicable indicate so by placing "N/A" beside the appropriate section. Any other revisions to the University Health's terms and conditions will have to be approved by the Procurement Services Department and University Health Legal Counsel. However, if a company presents what is considered excessive exceptions or additions to University Health's Standard Terms and Conditions as deemed unacceptable or not in the best interest to University Health, University Health reserves the right to consider the proposer non-responsive and therefore will be removed from consideration.**

**Buyer, Bexar County Hospital District dba University Health's State/County Law Amendment –**  
All respondents must submit a signed Amendment to the terms and conditions.

Company Name: \_\_\_\_\_

RFP-221-08-055-SVC  
Page 13 of 19

## TAB 3 Vendor Registration

**It is mandatory that forms be completed properly in order for the response to be valid. Any responses received that do not have the required forms, signatures, and/or do not have correct number of copies may be declared non-responsive. Submit a copy of all the required documents with your response to this solicitation under this tab.** This information will be used to enter your business into University Health purchasing data base primarily for the purpose of payment and for notification of future Procurement opportunities.

1. Notice to all Contractors/Vendors/Suppliers: You must register on University Health's website, <http://www.UniversityHealthSystem.com/vendors> to be eligible to submit responses for this and all future formal/informal opportunities.
2. Registration is good for a four-year period.
3. Documents required for registration include:
  - a. Vendor Questionnaire (complete on website and include printed copy)
  - b. Workforce Composition
  - c. Conflict of Interest Questionnaire
  - d. Form W9 (Request for Taxpayer Identification Number and Certification)
  - e. Copy of vendor's Affirmative Action Plan or Policy - An affirmative action plan should reflect Respondent's current practice as it pertains to equal employment opportunities in full compliance with applicable Federal and State laws and regulations. If there is not an affirmative action plan or policy, then the vendor must return their equal opportunity statement or policy.
4. If awarded, the awarded Respondent must provide a copy of the Respondent's Insurance Certificate to University Health no later than 10 days after award.
5. If awarded, the awarded Respondent must provide a copy of the Respondent's Workers' Compensation Insurance Certificate to be on file with University Health's Safety Officer for awards requiring the vendor's personnel to perform services on University Health premises. No award will be made unless this document is on file.

Company Name: \_\_\_\_\_

**TAB 4**  
**Subcontracting and Good Faith Effort Plan**

**SUBCONTRACTING:** Please indicate how much and of which discipline(s) you intend to subcontract to another firm. If your firm intends to perform the services for all listed disciplines then provide a statement to that effect. If you intend to subcontract any discipline, then provide the information for the subcontracting firm as part of your submittal package. University Health reserves the right to accept or decline any subcontracted firms. The respondent is required to submit a Good Faith Effort Plan form and all SMWVBE certification certificates for the respondent or their subcontractors as part of the submittal package. Respondent and/or their agents may contact the Supplier Diversity for assistance or clarification with issues specifically related to the SMWVBE Program policy and/or completion of the Good Faith Effort Plan form at the end of this solicitation. The Good Faith Effort Plan form is attached to the end of this document.

As a recognized leader in healthcare, University Health is committed to Supplier Diversity. University Health will make every effort to ensure that Diverse Vendors such as Small, Minority, Women, and Veteran Owned Business Enterprises (SMWVBE) are provided the maximum practicable opportunity to participate as a supplier, vendor, or contractor for products and/or services provided to University Health. **No unlawful discrimination will be made against vendors or contractors, because of race, color, religion, sex, age, national origin, physical disability/handicap, or mental disability/handicap.**

**For assistance or questions, please contact the Office of Supplier diversity at 210-743-6402 or by email at [Supplier.diversity@uhs-sa.com](mailto:Supplier.diversity@uhs-sa.com).**

Company Name: \_\_\_\_\_



## Good Faith Effort Plan for Prime Vendors

Name and Number of Proposal: \_\_\_\_\_

### SECTION I – CONTACT INFORMATION

Contractor Information: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Is your firm certified?  Yes  No If Yes, which certifying agency?: \_\_\_\_\_

Type of Certification (*check all that are applicable and provide a copy of the certificate*)

\_SBE     
 \_WBE     
 \_MBE     
 \_DIBE     
 \_VBE     
 \_HUB

### SECTION II – UTILIZED SMWVBE VENDORS

List all subcontractor/suppliers that will be utilized on this project. Respondents will be required to provide reports of the actual payments to all subcontractors which will be used for SMVBE participation tracking purposes.

Name & Address of Company	Scope of Work to be performed or supplied	Estimated Total Contract Amount (\$)	Certification Type (SBE, WBE, MBE, ETC.)

Company Name: \_\_\_\_\_



**SECTION III – GOOD FAITH EFFORT**

A. List all the firms you contacted with the subcontracting opportunities for this project that will not be utilized for the contract. Written notices to firms contacted by the respondent for the specific scopes of work identified for those opportunities must be provide not less than **5 business days prior to the proposal due date. Please submit copies of the written notices to all firms contacted with this document.**

Name & Address of Company	Scope of Work to be performed or supplied	Date Written Notice was Sent	Certification Type (SBE, WBE, MBE, ETC.)

B. Did you contact any trade organizations/minority organizations to advertise the subcontracting opportunity? If so, please list which organizations:

\_\_\_\_\_

\_\_\_\_\_

C. Please list any additional outreach activities or advertising done for this project:

\_\_\_\_\_

\_\_\_\_\_

**SECTION IV: AFFIRMATION**

I hereby affirm that the above information is true and complete to the best of my knowledge. I further understand and agree that this document shall be attached and submitted with my proposal; making this a binding part of the contract.

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

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

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

**For assistance or questions, please contact the Office of Supplier diversity at 210-743-6402 or by email at [Supplier.diversity@uhs-sa.com](mailto:Supplier.diversity@uhs-sa.com).**

## TAB 5 – TAB 7

**TAB 5 – Pricing**

**TAB 6 – Statement of Interest and Qualifications**

**TAB 7 – Marketing and Communication Experience and Expertise**

**Please respond to each question in the order presented on Attachment A, Scope and Evaluation Criteria. File is to be filled out electronically and saved as a Word file or PDF to flash drive as well as submitted as a printed copy with the RFP response.** The occurrence of any of the following may result in disqualification of a respondent:

- Failure to respond within the established timeline.
- Failure to completely answer all questions on the proposal.
- Use of any other type of form or format other than those indicated in the RFP.
- Failure to provide requested documentation at the time of proposal submission.

Company Name: \_\_\_\_\_

Revised 6-21-19

RFP-221-08-055-SVC  
Page 19 of 19



**TITLE: PURCHASING POLICY – REIMBURSEMENT FOR VENDOR TRAVEL EXPENSES**

**PURPOSE:** To ensure sound business practices and proper reporting of vendor business-related travel expenses in compliance with applicable laws, regulations and contractual agreements.

**POLICY STATEMENT:**

The University Health will reimburse vendors for authorized travel to San Antonio, Texas and related expenditures incurred while providing contracted services.

**POLICY ELABORATION:**

**I. DEFINITIONS**

- A. Lodging** – overnight accommodations for travel to San Antonio from vendor’s home location
- B. Travel** – travel from vendor’s home location, outside Bexar County limits, to San Antonio, Texas
- C. Meals** – food expenses limited to breakfast, lunch and dinner
- D. Original Receipt(s)** – documentation provided by the merchant to support reimbursable travel expenditures are required for lodging and transportation costs other than mileage
- E. Transportation** –
  - 1. Public Transportation – coach fare only, for example, airplanes, buses, taxis, shuttles, rental cars, and subways
  - 2. Private Transportation – privately owned vehicle

**II. REIMBURSEMENT PROCESS**

- A.** All reimbursable expenses with the exception of mileage allowance and meals must be supported by original itemized receipts.
  - B. Out-of-Town Travel**
-

Authorization for travel by vendors will be granted only when such travel is related to the provision of contracted services. Requests for travel expense reimbursement should be included in the vendor's proposal and contractual agreement.

Vendors will commit to follow the Purchasing Policy – Reimbursement for Vendor Travel Expenses.

1. Lodging:

- a. Will be reimbursed at a reasonable cost and shall not exceed the rates established by the U.S. General Services Administration for San Antonio, Texas, unless approved in advance by University Health. Vendors should strive to leverage hotel discounts that apply to their business or industry.
- b. Internet fees not included in the price of the room rental will be reimbursed at the rate charged by the hotel as long as receipts are submitted for reimbursement.

2. Meal Reimbursement:

Meals will be reimbursed up to \$60 per day. Meals that are provided by University Health or its affiliates for working through lunch or dinner will be deducted from the daily per diem allowance at a rate of \$20 per meal.

3. Transportation – Private or Public:

- a. Commercial Air Travel: Air Travel expense reimbursement will be based on actual cost incurred by the vendor using normally traveled routes. Vendors traveling by air should travel "coach," selecting the type and class of services available to accomplish the travel at the most economical rate available.

Baggage checking fees will be reimbursed for one bag at the rate charged by the airline. Excessive bag weight will not be reimbursed. Receipts for baggage fees are required for reimbursement.

- b. Other public transportation (buses, taxis, etc.) will be reimbursed at cost. Original ticket receipts are required.
- c. Travelers may rent automobiles when other transportation is not available or when such use is considered the most reasonable and economical mode of travel under the circumstances.

- i. Travelers should use rental companies that provide the lowest rates.
  - ii. Vendors renting cars should refill the gas tank before returning the car and not select the rental agency refill service.
  - iii. University Health will reimburse vendors for standard/full size vehicles only, unless business purposes warrant a larger vehicle. Luxury vehicles are not allowed. This purpose must be documented and submitted with the Travel and Expense Estimate to University Health.
- d. Private transportation: Vendors using their own vehicles for business travel to San Antonio will be reimbursed according to the IRS allowable amount for mileage in effect at the time of travel. No additional expense incidental to the operation of the vehicle will be allowed. Reimbursement will be calculated using the vendor's normal place of employment as the starting destination.
- e. Tolls and parking fees will be reimbursed at actual cost. Receipts are required. The invoice is required for documentation.

4. Non-Reimbursable Items:

University Health will only reimburse for the expenses listed above. Any receipts containing expenses such as alcohol, tobacco products, entertainment, dry cleaning, travel insurance, parking or traffic fines, and reservation fees, etc. will be disallowed.

5. Approval Authority:

General approval to request vendor travel expense reimbursement will be granted through the contract process. Each request of reimbursement of vendor travel expense will be reviewed and approved by the executive responsible for the contracted services. University Health reserves the right to deny any request for reimbursement, in part or in whole, that is not compliant with this policy.



## STANDARD PURCHASE TERMS AND CONDITIONS

As used herein, the term "Seller" shall mean any bidder, offeror, vendor, service provider or other person or entity responding to this procurement opportunity. Upon award of a contract hereunder, the term "Seller" shall apply to the contract awardee (or contractor). "Buyer" shall mean University Health, a political subdivision of the State of Texas and includes the University Hospital, all affiliated clinics and facilities operated by the Bexar County Hospital District and all affiliated entities, including University Medical Associates, Community First Health Plans and the University Health Foundation. Any references to "this contract" or "this agreement" shall mean any contract or agreement anticipated to ultimately be awarded hereunder regardless of whether a formal contractual document is executed or the award is made through notification of the successful bidder, offeror, vendor, service provider or other person or entity responding to this procurement opportunity without a contractual document labeled as such. In the event no formal contractual document is executed, the contract or agreement shall consist of the RFP/IFB (including the specifications/description of work and General Conditions) Seller's response (as accepted and to the extent it does not conflict with the terms contained herein) and these Standard Purchase Terms and Conditions.

Seller and Buyer agree as follows:

1. **SELLER TO PACKAGE GOODS:** If applicable, Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows:
  - a. Seller's name and address;
  - b. Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable;
  - c. Container number and total number of containers, e.g. box 1 of 4 boxes; and
  - d. The number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carrier and any applicable specifications. Buyer's count shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **DELIVERY TERMS AND TRANSPORTATION CHARGES F.O.B.:** If goods are to be delivered pursuant to the contract, destination freight must be pre-paid unless delivery terms are specified otherwise in the procurement solicitation. Buyer agrees to reimburse Seller for transportation costs in the amount specified in either Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods. If Seller shall fail to make delivery in accordance with the established delivery schedule, the Buyer shall have the right to cancel the purchase in whole or in part and to purchase elsewhere and hold Seller responsible. Buyer reserves the right to invoice Seller for any increased costs incurred by the Buyer on any item purchased elsewhere, when Seller cannot supply according to the terms of the contract.
4. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives, takes possession and accepts the goods at the point or points of delivery.
5. **MINIMUM ORDER:** Unless pre-approved by Buyer, minimum order requirements and assessed handling fees by companies are unacceptable terms to the Buyer and will not be honored.

6. **NO REPLACEMENT OR DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform and the time for performance has expired, then this shall constitute breach. Seller shall, however, have the right to substitute a conforming tender if the time for performance has not yet expired and the Seller may reasonably notify Buyer of its intention to cure to Buyer's satisfaction.

7. **INVOICES AND PAYMENTS:**

- a. Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery, or if this contract is one for services, by the 10th day of each month (unless otherwise specified). Each invoice shall indicate the purchase order number and the supply or service agreement number, if applicable. Invoices shall be itemized and transportation charge, if any, shall be listed separately. A copy of the bill of lading and the freight waybill when applicable should be attached to the invoice. Mail to Accounts Payable Department, University Health, 355-2 Spencer Lane, San Antonio, Texas 78201. Payment shall not be due until forty-five (45) days of administrative approval after the above instruments are submitted in acceptable form. Seller shall keep the Accounts Payable Department advised of any changes in its remittance addresses.
- b. The Health System recommends American Express BIP as our preferred method of payment. Information regarding the American Express BIP payment process may be obtained by contacting American Express at 1-800-825-3272.

By checking this box, you accept or do not accept the BIP Program.

\_\_\_\_\_accept the BIP Program

or

\_\_\_\_\_do not accept the BIP Program

- c. Invoices for items purchased through a prime vendor are to be sent to the respective prime vendor distributing the product.
- d. Buyer's obligation to pay is solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.
- e. Seller shall not include Federal Excise, State or Local Sales Tax, or use taxes. University Health will furnish exemption certificate.
- f. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. As prescribed by Texas law, payment is deemed to be made on the date of mailing of the check.

8. **GRATUITIES:** The Buyer may, by written notice to Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller or any agent with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of the contract. In the event this contract is cancelled by Buyer pursuant to this provision and without limiting any other rights or remedies available to Buyer, Seller shall forfeit the cost incurred by Seller in providing such gratuities.

9. **WARRANTY-PRICE:** The price shall be contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel without liability to Seller for breach.



10. **WARRANTY-PRODUCT:** Seller shall not limit or exclude any implied warranties or warranties mandated by law or regulation and any attempt to do so shall be of no effect and shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawing, and descriptions, the specifications shall govern.
11. **SAFETY WARRANTY:** To the extent applicable, all goods and/or services provided under this Agreement shall meet or exceed the Safety Standards established and promulgated under the Federal Occupational Safety and Health Administration (Public Law 91-596) and its regulations in effect or proposed as of the date of this Agreement. Additionally, all goods provided under this Agreement shall meet or exceed applicable standards established and promulgated by the Food and Drug Administration. In the event Seller fails to make the appropriate repair or correction within a reasonable time, repair or correction made by Buyer will be at Seller's expense.
12. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods (if any) at delivery before accepting them. Buyer shall have the right to review and inspect the progress of any work or services for which award is anticipated to be made hereunder, at all times.
13. **CANCELLATION:** The Buyer reserves the ultimate right for contract cancellation upon immediate notice should products or services be found to be inferior to specifications or if patient care/ human life is threatened.
14. **TERMINATION:**
  - a. **FOR CONVENIENCE:** This contract may be terminated by Buyer upon thirty (30) days written notice to Seller. Further, the performance of work or delivery of goods under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" thirty days prior to cancellation. In no event shall such termination by Buyer under this Section give rise to any liability on the part of Buyer. Buyer's sole obligation hereunder is to pay Seller for products and/or services ordered and received prior to the date of termination.
  - b. **FOR DEFAULT:** This contract may be terminated by Buyer for breach of any material terms or conditions of this contract by the Seller, which breach is not corrected by Seller within ten (10) calendar days after written notice thereof is given to Seller.
  - c. **NON-EXCLUSIVE:** Such rights of termination are in addition to and not in lieu of rights of Buyer set forth in clause 13.
15. **FORCE MAJEURE:** Neither Party shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of Buyer or Seller, and which by the exercise of due diligence Buyer or the Seller is unable, wholly or in part, to prevent or overcome. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
16. **ASSIGNMENT-DELEGATION:** Seller shall not assign, in whole or in part, its interest and/or obligations in this contract without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

17. **WAIVER:** No claims or right arising out of a breach of this contract can be discharged unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
18. **MODIFICATIONS:** This contract can be modified only by a subsequent writing signed by both of the parties through their duly authorized agents.
19. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws of the State of Texas. Any dispute or action arising out of or relating to this Agreement shall be brought and maintained only in a state court located in Bexar County, Texas. Seller waives any right to bring action in Federal Court based on diversity of citizenship. The prevailing party in any such action shall be entitled to recover from the non-prevailing party the prevailing party's reasonable attorney's fees, unless prohibited by law.
20. **ADVERTISING:** In order to protect Buyer's logo, reputation, and established good-will, Seller shall not use the name, business or trade name, trademarks, or servicemarks of the Buyer without the prior express written consent of Buyer.
21. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee of the Buyer shall make recommendations regarding any contract from which the employee stands to gain financial benefit. Any conflict of interest must be declared according to University Health policy. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with University Health may render the contract void and non-enforceable at the option of the Buyer.
22. **RECORDS RETENTION:** For the purpose of implementing Section 1861 (v)(1)(I) of the Social Security Act, as amended, and any written regulations thereto, and for Buyer's own purposes, Seller agrees to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this contract:
  - a. Until the expiration of four (4) years after the furnishing of such services pursuant to such contract, Seller shall make available, upon written request, to the Buyer, the U.S. Secretary of Human and Health Services (the Secretary, or the Comptroller General of the U.S., or any of their duly authorized representatives, the contract, and books, documents, and records of Seller that are necessary to certify the nature and extent of such costs, and
  - b. If Seller carries out any of the duties of the contract through a subcontract, with a value or cost of \$10,000 or more over a 12-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request, to the Buyer, the Secretary, or the Comptroller General or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.
23. **EMPLOYMENT OF PERSONNEL:** Seller agrees to employ, at its own expense, all personnel required in performing the services under this contract. Personnel employed by Seller shall not be employees of, nor have any contractual relationship with Buyer. All personnel engaged in the work shall be fully qualified and shall be authorized or licensed to perform such work as required. This contract does not create an employment relationship, partnership, or joint venture between the Seller, its subcontractors or employees and the Buyer. Neither the Seller nor its subcontractors or employees shall be deemed employees of the Buyer for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the Buyer.
24. **SUBCONTRACTS:**
  - a. The Seller may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

- b. The Seller shall not award any work to any subcontractor without prior written approval of Buyer, which approval will not be given until the Seller submits to Buyer a written statement concerning the proposed award to the subcontractor. The statement will be required prior to award and shall include:
  - (1) A description of the supplies or services to be called for by the subcontract; and
  - (2) Identification of the proposed subcontractor.
- c. The Seller shall be as fully responsible to Buyer for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by the subcontractor, as Seller is similarly responsible for the acts and omissions of persons directly employed by Seller.
- d. The Seller shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Seller by the terms of this contract insofar as applicable to the work of subcontractors and to give the Seller the same power as regards terminating any subcontract that Buyer may exercise over the Seller under any provision of this contract.
- e. Nothing contained in this contract shall create any contractual relation between any subcontractor and Buyer.
- f. Neither consent by the Buyer to any subcontract nor any provisions thereof nor approval of the Seller's procurement system shall be construed to be a determination of the acceptability of any subcontract price or of any amount paid under any subcontract or to relieve the Seller of any responsibility for performing under this contract, unless such approval or consent specifically provides otherwise.
- g. The Seller agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost-basis.
- h. By submission of a bid or proposal (as the case may be) the Seller agrees that he/she/it will indemnify, defend and hold Buyer harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Seller shall, at Buyer's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated be paid, discharged or waived. If the Seller fails to do so, then Buyer may, after having served written notice, withhold from the Seller's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Seller shall be resumed, in accordance with the terms of this contract. In no event shall the provisions of this sentence be construed to impose any obligations upon Buyer to benefit either the Seller or his Surety.
- i. All substitution of subcontractors will require written approval from Buyer.

25. **HOLD HARMLESS AND INDEMNITY:** To the extent not prohibited by the laws of the State of Texas, Seller agrees to indemnify and hold harmless the Buyer, its officers, agents and/or employees from and against any and all liability and costs (including attorney's fees) incurred in connection with any claims or demands for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage arising from or caused by the intentional or negligent acts or failure to act of Seller, its officers, agents and/or employees, successors or assigns. Seller indemnifies, saves, and holds harmless Buyer against all claims, demands, actions, or causes of action of whatsoever nature or character, as permitted by law, arising out of or by reason of the execution or performance of the work provided for herein and further agrees to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

26. **INSURANCE:** Buyer reserves the right to require insurance coverage to protect Seller and Buyer in amounts deemed appropriate by Buyer for the type of goods or services procured. By way of example, coverage typically is required as follows:

Worker's Compensation	Statutory Amount
Employer's Liability	\$500,000/\$500,000/\$500,000.00
Automobile (any auto)	\$500,000 combined single limit
Broad Form Commercial General Liability	\$1,000,000 each claim/\$2,000,000 aggregate
Including coverage for (but not limited to):	

Independent Contractors	
Contractual Liability	
Personal Injury	
Products/Completed Operations	
Advertising Injury	
Professional Liability	\$600,000 each occurrence/\$1,200,000 aggregate

27. **PROPRIETARY RIGHTS:** Seller agrees not to release data or information about the results of the project to any person outside of Buyer without first obtaining written authorization to release such information from Buyer.
28. **CONTRACTING AUTHORITY PROTECTION:** Any and all of the employees of Seller while engaged in the performance of any work required by Buyer under this contract shall be considered employees of Seller only and not of Buyer, and any and all claims that may arise from the Workers Compensation Act on behalf of said employees while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of Seller's employees while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Seller.
29. **EFFECT OF EXTENSIONS OF TIME:** Granting of or acceptance of extensions of time to complete the work or furnish the labor or materials will not operate as a release to the Seller from the covenants and conditions of this contract.
30. **CHANGES AND MODIFICATIONS:**
- If, during the performance of any work or services under this contract, the Seller finds it impracticable to comply strictly with the specifications, the Seller will notify the Buyer immediately in writing.
  - Any proposals by Seller that vary or add to this contract shall be construed as additional terms or modifications and shall not become part of this contract unless accepted in writing by the Buyer.
  - All changes in the work or services contemplated in the solicitation and award hereunder, shall be made only with the prior approval of the Buyer and only by appropriate written change order. The Buyer may, at any time, by a written change order, and without notice to the Surety (if any); make changes within the general scope of this contract. If the change affects the Seller's costs, then the Buyer shall also make an equitable adjustment in the Seller's compensation, after compliance by the Seller with the price request procedure provided below.
  - Where the Buyer foresees issuing a change order affecting Seller's costs, a price request will be issued to the Seller. Unless otherwise specified therein, the Seller shall fully respond to the price request within 10 days of issuance.
31. **PARTIAL INVALIDITY:** If any term, provision, covenant, or condition of this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
32. **TITLES AND HEADINGS FOR CONVENIENCE ONLY:** As used throughout this contract, titles and headings of sections are for convenience only, and shall not be used to aid in interpretation of the provisions contained herein.
33. **COVENANT AGAINST CONTINGENT FEES:** The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, Buyer shall have the right to annul this contract without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

34. **NON-COLLUSION:** The Seller represents and warrants that: (i) its bid/proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named; (ii) that Seller has not, directly or indirectly, induced or solicited any other person to submit a sham bid/proposal, or refrained any other person, firm, or corporation from submitting a bid/proposal; and (iii) that the Seller has not in any manner sought by collusion to secure itself an advantage over any other bidder/proposer. If at any time it shall be found that the person, firm, or corporation to whom a contract has been awarded has, in presenting any bid/proposal, colluded with any other party or parties, then the contract so awarded shall be voidable by Buyer; and the Seller shall be liable to Buyer for all loss or damage which Buyer may suffer thereby.
35. **RELEASE OF INFORMATION:** Seller is hereby notified that Buyer strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information. Buyer may seek to protect from disclosure all information submitted in response to this solicitation until such time as a final Agreement is executed. Upon execution of a final Agreement or purchase order, Buyer will consider all information, documentation, and other materials requested to be submitted in response to this solicitation, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.)*. Seller will be advised of a request for public information that implicates its materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Under no circumstances will Buyer be liable for any costs, damages, or claims of any nature, related to release or disclosure of any information contained in documents submitted pursuant to this procurement solicitation.
36. **TIME OF THE ESSENCE:** The time of Seller's performance of all of the covenants, conditions and agreements of this contract is of the essence to this contract.
37. **REJECTION OF BIDS or PROPOSALS:** Buyer reserves the right to reject any and all bids or proposals (as applicable).
38. **PREPARATION COSTS:** All costs related to responding to this contract, including (if applicable) the cost of any oral presentations required, shall be the sole responsibility of and shall be borne by Seller.
39. **ACCEPTANCE OF FINAL PAYMENT:** The acceptance by the Seller of final payment shall be and shall operate as a release of Buyer on all claims and all liability to the Seller for all things done or furnished in connection with this work and for every act and neglect of Buyer and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Seller or the Seller's Surety or Sureties from any obligation under this contract or Performance and Payment Bond (if any).
40. **CLAIMS OF NON-PAYMENT/LIMITATIONS:** Unless otherwise agreed in writing or as provided in section 7, above, Seller must invoice Buyer for all accrued claims of monies owed, once a month for the supplies or work performed in the previous month. In the event of non-payment, prior to seeking any judicial recourse, Seller must provide written notice to Buyer within ninety days of the date any invoice is not paid by Buyer. Written notice to Buyer must include documentation which substantiates Seller's claim that payment is justified, including, without limitation, reference to specific applicable contract provisions. **SELLER MUST BRING SUIT WITHIN TWO YEARS OF THE TRIGGERING EVENT FOR ANY CLAIMS RELATED TO THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY AMOUNTS CLAIMED TO BE DUE FROM BUYER, OR BE FOREVER BARRED.**
41. **RIGHT TO AUDIT:** At any time during the term of this Agreement and for a period of four (4) years thereafter Buyer or a duly authorized audit representative of Buyer, at its expense and at reasonable times, reserves the right to audit Seller's records and books relevant to all services provided under this Agreement. In the event such an audit by Buyer reveals any errors/overpayments by Buyer, Seller shall refund Buyer the full amount of such overpayments within thirty (30) days of such audit findings, or Buyer, at its option, reserves the right to deduct such overpayments from any amounts Buyer is required to pay Seller under this Agreement or any Purchase Order.

42. **COMPLIANCE WITH LAWS AND REGULATIONS:** Seller shall comply, and upon request, Seller shall submit evidence of such compliance, with all State and federal certifications, regulations, or licensure requirements pertaining to the services provided hereunder. Evidence of such compliance shall be submitted to Buyer consistent with applicable Joint Commission standards. Seller agrees to give immediate notice to Buyer in the case of suspension or revocation, or initiation of any proceeding that could result in suspension or revocation, of licensure or of any circumstance that would cause Seller to be noncompliant with any such statutes, rules, regulations, standards, or directives. Further, Seller shall provide all services in accordance with applicable Medicaid and Medicare requirements.
43. **CONFIDENTIAL INFORMATION:** Seller acknowledges that in connection with the services to be performed under this contract by Seller, Seller or Seller's employees may be acquiring and making use of certain proprietary or confidential information of the Buyer which includes, but is not limited to, management reports, financial statements, internal memoranda, reports, patient lists, and other materials or records of a proprietary nature ("Confidential Information"). Seller shall not use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, whether or not directly or indirectly affiliated with Seller, unless required by law. Therefore, in order to protect the Confidential Information, Seller shall not after the date hereof use the Confidential Information except in connection with the performance of services pursuant to this contract, or divulge the Confidential Information to any third party, unless the Buyer consents in writing to such use or divulgence or disclosure is required by law.
44. **CONFIDENTIAL PATIENT INFORMATION:** If Seller will have access to patients and patient records, Seller shall adequately instruct all personnel that may provide services pursuant to this contract, regarding the confidentiality and privacy of patients and patients' medical records. All such instructions shall be in accordance with the formal policies and rules of the Buyer and with all federal and state laws and regulations regarding patient and medical record confidentiality. Seller assumes full responsibility for any breach of confidence by its personnel with regard to the provision of services under this contract.
45. **PUBLICITY:** Seller agrees that it shall not publicize this Agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of Buyer's employees or patients or use Buyer's name in connection with any sales promotion or publicity event without the prior express written approval of Buyer.
46. **AUTHORITY:** Only the President/CEO or a person designated by the President/CEO in writing or otherwise authorized in Buyer's purchasing policy (such as the Executive Director of Procurement Services) has authority to bind the Buyer to any contractual commitments, order changes in the scope of work or otherwise incur any costs on behalf of the Buyer. The Executive Director of Procurement Services is the contracting officer for Buyer. Seller shall not claim, AND WAIVES ANY DEFENSE OR CLAIM THEY MAY HAVE, OF APPARENT AUTHORITY, in accepting direction from any unauthorized person claiming to represent the Buyer.
47. **APPROPRIATION:** Performance by Buyer under this Agreement may be dependent upon the appropriation and allotment of funds by the Board of Managers of Bexar County Hospital District (the "Board"). If the Board fails to allocate the necessary funds, then Buyer shall issue written notice to Seller and Buyer may terminate this Agreement without further duty or obligation hereunder. All contracts are contingent on the continued appropriation of sufficient funds to pay for the services or resources required and will terminate upon such non-appropriation.

48. **PRIORITY:** The provisions of these Terms and Conditions constitute material terms of the offer and award of a contract hereunder. By submission of a bid or proposal, Seller agrees that these Terms and Conditions shall take priority in the event of a conflict of terms, over any terms contained in a contract document (if any) provided by Seller and executed by Buyer regardless of whether the contract document contains any clause to the effect that the contract document constitutes the whole agreement between the parties and supercedes any prior agreements. No language contained in a contract document provided by Seller and executed by Buyer shall be construed as to waive or modify the terms contained herein unless such contract document contains a clause specifically agreed to by Buyer as evidenced by Buyer's authorized representative's initials placed immediately after the clause that is intended to override this provision.
49. **NO THIRD PARTY BENEFICIARIES:** Except as may be required to carry out the purposes and intent of the Health Insurance Portability and Accountability Act, nothing in this contract, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this contract or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.
50. **AUTHORITY OF SELLER:** If Seller is a corporation or a partnership (general or limited), each person submitting this bid/proposal on behalf of Seller represents and warrants as to Seller, that: Seller is an existing corporation or partnership (general or limited), qualified to do business in Texas; the corporation or partnership (general or limited) has full right and authority to enter into this contract; and each person signing on behalf of the corporation or partnership (general or limited) is authorized to do so.
51. **REPORT OF FRAUDULENT ACTIVITIES:** Seller understands and acknowledges that Seller has an affirmative duty to report to the University Health Integrity Office any suspected or known "fraudulent activities" that may come to its attention. "Fraudulent Activities" shall have the same meaning as defined in University Health Policy No. 2.10 "Fraud" as may be revised or amended from time-to-time. A copy of Policy No. 2.10 shall be available from the Procurement Services Department or the Integrity Office 210-358-2193. Seller may at its option choose to report Fraudulent Activities through the Integrity Hotline 1-877-225-7152.
52. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):** During the term of this agreement, Seller may receive from the Buyer, or may receive or create on behalf of the Buyer, certain confidential health or medical information ("Protected Health Information" or "PHI" as further defined below). This PHI is subject to protection under and it is the intent of the parties to be in full compliance with state and federal law, including the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, Texas Health and Safety Code Chapter 181, and implementing regulations issued pursuant thereto (collectively "HIPAA" herein). To the extent that HIPAA applies and Seller is considered a "Business Associate," Seller shall comply with the terms of provisions (including subsections) applicable to Business Associates and Recipients.
- a. **Catch-all definition:** The following terms used herein shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- b. **Specific definitions:**
- (1) **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Seller if it receives from the Buyer, or may receive or create on behalf of the Buyer, Protected Health Information (PHI) and a recognized exception to HIPAA does not

apply. If Seller believes a HIPAA recognized exception applies, Seller shall present evidence to Buyer, sufficient to establish the exception for Buyer to determine if an exception applies to Seller.

(2) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Buyer or University Health or its affiliates.

(3) HIPAA Rules. “HIPAA Rules” shall collectively refer to the regulations related to HIPAA and/or the HITECH Act, including, but not limited to, the Privacy Rule, Security Rule, and Omnibus Rule.

**c. Obligations and Activities of Seller**

- (1) Legal Obligations. Seller is required by law to comply, and hereby agrees to comply, with the applicable requirements of: (i) the HIPAA Rules; (ii) the applicable provisions of the HITECH Act; (iii) Chapter 181 of the Health and Safety Code; and (iv) §§ 521.052(a) and 521.053 of the Business and Commerce Code. Seller hereby agrees to maintain the security and privacy of all PHI, including ePHI, in a manner consistent with such laws and regulations and any other applicable state or federal laws and regulations and further agrees that any regulations and/or guidance issued by HHS that relate to the obligations of Seller shall be deemed incorporated into and made a part of this Agreement.
- (2) Permitted Use and Disclosures. Seller agrees not to use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- (3) Safeguards. Seller agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law. Seller agrees to implement a comprehensive written privacy and security program that includes administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of ePHI that it creates, receives, maintains or transmits on behalf of Buyer in compliance with the HIPAA Security Rule. If requested, Seller agrees to provide Buyer with a copy of Seller’s privacy and security program prior to the execution of this Agreement. Seller further agrees to provide Buyer with information concerning such safeguards as Buyer may from time to time request.
- (4) Mitigation of Unauthorized Uses or Disclosures. Seller agrees to mitigate, to the extent practicable, any harmful effect that is known to Seller of a use or disclosure of PHI by Seller or by any subcontractor or agent of Seller (or any downstream contractor of any such subcontractor or agent) in violation of the requirements of this Agreement.
- (5) Duty to Report Unauthorized Uses or Disclosures and Security Incidents. Seller shall report to the Buyer within five (5) business days of such discovery any use or disclosure of PHI not provided for by this Agreement and/or any security incident of which Seller becomes aware whether such unauthorized use or disclosure was made by, or such security incident involves, Seller, its workforce or any subcontractor or agent of Seller (or any downstream contractor of any such subcontractor or agent), including, but not limited to, any breach of unsecured protected health information as required at 45 CFR 164.410. Such report shall include the patient name, contact information, nature/cause of the unauthorized use or disclosure or security incident, PHI so used or disclosed or subject to the security incident, and the date or period of time during which the unauthorized use or disclosure or security incident occurred as well as any other available information Buyer is required to include in its notification to the individual(s), the HHS Office for Civil Rights (OCR), and potentially the media. Seller shall further be responsible for any and all costs related to notification of any security or privacy breach reported by Seller to Buyer to impacted individuals or next of kin (if the individual is deceased), the HHS Office for Civil Rights (OCR), and/or the media..



Buyer shall be permitted to investigate any such report and to examine Seller's premises, records and practices and interview/examine personnel, including personnel of any subcontractor or agent of Seller, regarding such unauthorized use or disclosure or security incident. Seller shall take prompt corrective action to cure any deficiencies and shall perform any action pertaining to such unauthorized use or disclosure or security incident required by applicable federal or state laws or regulations.

- (6) Agents and subcontractors. Seller shall require each subcontractor and agent of Seller that creates, receives, maintains, or transmits PHI to sign a written agreement that binds such subcontractors and agents to the same restrictions and conditions that apply to Seller pursuant to this Agreement.
- (7) Designated Record Set. To the extent it is determined Seller maintains a Designated Record Set, Seller agrees to follow 45 CFR §164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI) and 164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Rules. Seller will notify Buyer's Privacy Officer within ten (10) business days if it receives a request from an individual for access, amendment or accounting to such individual's PHI maintained in the designated record set and Buyer shall be responsible for responding to such requests from the individual.
- (8) Right to Audit. Seller agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI available, to Buyer and/or to the Secretary in a time and manner either agreed to by both parties, or in a time and manner designated by the Secretary, for purposes of the Secretary determining compliance with the HIPAA Rules and the HITECH Act and its implementing regulations.
- (9) Prohibition of Sale of PHI. Seller shall not directly or indirectly receive remuneration in exchange for any PHI of an individual except as permitted by the HITECH Act and its implementing regulation.
- (10) Health and Safety Code Requirements. Seller shall not: (i) sell PHI in such a way as to violate Section 181.153 of the Health and Safety Code; (ii) use PHI in such a manner as to violate Section 181.152 of the Health and Safety Code; or (iii) attempt to re-identify any information in violation of Section 181.151 of the Health and Safety Code, regardless of whether such action is on behalf of or permitted by Buyer.
- (11) Encryption. To the extent feasible, Seller must use commercially reasonable efforts to secure PHI through technology standards that render such PHI unusable, unreadable, and indecipherable to individuals or entities unauthorized to acquire or otherwise have access to such PHI in accordance with guidance promulgated by DHHS or issued by the National Institute for Standards and Technology ("*NIST*") concerning the protection of identifiable data such as PHI.

d. **Permitted Uses and Disclosures by Seller.**

- (1) General Use and Disclosure Provisions. As specified in this Agreement, Seller may create, receive, maintain, or transmit PHI as necessary to perform its obligations to Buyer under this RFP and/or Agreement. Seller may not use or disclose PHI in a manner that would violate the HIPAA Rules. Without limiting the foregoing, when creating, requesting, using, transmitting or otherwise disclosing PHI, Seller shall comply with the Privacy Rule's "minimum necessary" requirements.
- (2) Specific Use and Disclosure Provisions. Seller may use PHI, if necessary, for the proper management and administration of the Seller or to carry out the legal responsibilities of the Seller but only if and to the extent authorized by the Privacy Rule, and provided that disclosures are required by law, or Seller obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Seller of any instances of which it is aware in which the confidentiality of the information has been breached.

e. **Terms and Termination.** Seller shall, upon termination of this agreement for any reason, return to the Buyer, or at Buyer's direction, destroy all PHI received from, or created or received by Seller on behalf of the Buyer that Seller still maintains in any form and retain no copies of such information.

If such return or destruction is not feasible, Seller shall extend the protections of this agreement and HIPAA to the information and shall limit further uses and disclosures, to those purposes that make the return or destruction of the information infeasible.

- f. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- g. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- h. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- i. **Indemnity.** Seller shall fully indemnify and hold harmless the Buyer and the appointed officials, employees, officers, directors, volunteers and representatives of the Buyer, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes-of-action, liability and suits of any kind and nature made upon the Buyer directly or indirectly arising out of, resulting from or related to Seller's activities or obligations under this provision (including subsections), including any acts or omissions of Seller, any agent, officer, director, representative, employee, consultant or subcontractor of Seller, and their respective officers, agents, employees, directors and representatives, all without however, waiving any governmental immunity available to the Buyer under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnity are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- j. **Injunctive Relief.** Recipient agrees that violation of any of the provisions contained in this Article would result in irreparable harm to the Health System.
- k. **Survival of Terms.** The obligations of Seller relative to, and the provisions contained in this provision (including subsections) shall survive termination and be ongoing.

**53. ACCESS TO BUYER'S INFORMATION ASSETS:** Any access by Seller to Buyer's information assets shall require Seller to comply with Buyer's security processes and requirements prior to access. Seller agrees to comply with and to supply any executed documents and information reasonably required by Buyer to help insure security and preservation of the integrity of Buyer's information assets. Buyer agrees to keep social security numbers confidential and secure.

**54. MANDATORY STEPS FOR RECONCILIATION OF GRIEVANCES:**

- a. Any Seller/offeror who believes he/she is or may be aggrieved in connection with solicitation specifications or requirements; or award of a contract or purchase order or any matter related to the work performed hereunder, and who wishes to protest, must protest the same to the Executive Director of Procurement Services in accordance herewith. **ALL PROTESTS MUST BE RESOLVED UNDER THIS SECTION.** Protests received after the dates described below, will be returned to the protestor and will be considered overruled. All protests must refer to specific incidents forming the basis for the grievance and must describe specifically how the specific incidents materially affect the award, by hindering competition or otherwise or by affecting the work.
  - (1) On protests of solicitation specifications or requirements the protest must be submitted in writing and received in the Procurement Services office no later than seven (7) days prior to the closing date for receipt of offers/bids.
  - (2) On protests of awards (where solicitation specifications and requirements are not disputed), protests must be received in the Procurement Services office no later than seven (7) days after the award of any resulting contract or purchase order.
  - (3) On protests of any decisions, directions, or other matters during performance of the work under this contract, protests must be received in the Procurement Services office no later than seven (7) days after Seller knows or should have known of the grievance.

- b. The Executive Director of Procurement Services has the authority to resolve a protest following a review of the facts in regards to the solicitation and/or award (whichever is applicable, or both). The Executive Director of Procurement Services shall prepare a written response to the protest letter and forward the same to the Seller/offeror stating the official decision regarding the protest.
- c. If the protest is not resolved to the satisfaction of the Seller/offeror, and the Seller/offeror seeks further remedy, the Seller/offeror shall submit a request for administrative review of the protest to the Executive Director of Procurement Services within seven (7) days of receipt of the Director of Procurement Services written response to the protest. The request for administrative review will be forwarded with comment from the Executive Director of Procurement Services to the Senior Vice President of Supply Chain Management for final review. The Senior Vice President of Supply Chain Management shall review the protest, the Executive Director of Procurement Services written response to the protest, the request for administrative review and any other documents deemed necessary to fully and fairly evaluate the protest. The Senior Vice President of Supply Chain Management shall prepare a written response to the request for administrative review and forward the same to the Seller/offeror, with a copy to the Executive Director of Procurement Services. This written response shall be the final determination of the protest.
- d. Any and all protests or requests for administrative review shall be mailed or hand carried directly to the Procurement Services Department and time and date stamped upon arrival. No other format for submission will be accepted including fax, phone (verbal) or email.

**55. REQUESTS FOR CLARIFICATION; DEFECTS OR DISCREPANCIES IN SPECIFICATIONS OR CONTRACT:** Requests for clarification of specifications or contract terms must be submitted to the Procurement Services office no later than seven (7) days prior to the closing date for receipt of offers/bids, unless a specific date is given in the IFB/RFP document, or unless the time is extended by the Buyer, in its sole discretion. If it should appear to Seller/offeror that the performance of the Work under the Contract, or any of the matters relating thereto, is not sufficiently described or explained in the IFB/RFP or Contract documents, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, local law, ordinance, rule, regulation, or other standard or requirement, then the Seller/offeror shall submit a written request for clarification to the Procurement Services office within the time period specified above.

**56. SUPPLIER DIVERSITY:** It is the Policy of University Health to seek out and provide contracting opportunities to small, minority, women-owned, and veteran business enterprises as both Tier 1 and Tier 2 vendors (as defined below) by following the contractual standards set forth below. During the Term of this Agreement, Vendor/Contractor will:

- Define a minimum percentage of the monies billed by 1st Tier Vendor pursuant to this Agreement (including the cost of subcontracting work to other vendors, vendors and contractors) to be spent with certified diverse 2nd Tier vendors (where available) for products and services which are directly related to the services under this Agreement.
- Submit sub-contracting plan, to the Health System’s satisfaction, detailing the scope(s) of work to be performed by diverse 2nd Tier Vendors, including the ethnicity, gender, names, any certifications and contact information of such Vendors and provide regular quarterly reports. Office of Supplier Diversity to update the Health System regarding progress against the plan.

When SMWVBE vendors are not available for subcontracting, the Bidder is required to submit a Good Faith Effort Plan form demonstrating their efforts to meet the Health System’s expectations for Prime vendors to solicit SMWVBEs for subcontracting opportunities.

University Health accepts all valid certifying agencies certification for Small, Woman, Minority and Veteran owned Business Enterprises. For more information on certification please contact the Office of Supplier diversity at 210-358-9332.



## **Buyer, Bexar County Hospital District dba University Health's State/County Law Amendment**

The provisions set forth in this Amendment are being added to the Agreement to comply with legislative and regulatory requirements of the State of Texas and requirements set forth by the legal department for Bexar County Hospital District d/b/a University Health ("Buyer") in its status as the County Hospital. This Amendment shall apply and shall supersede any provisions in the Agreement (which includes any document referenced therein or subsequent agreements or subsequent amendments) to the contrary. For purposes of this Amendment, "Seller" shall mean any bidder, offeror, vendor, service provider or other person or entity responding to this procurement opportunity or has entered into an agreement with Buyer.

1. **Governmental Immunity.** The Parties acknowledge that Buyer is a political subdivision of the State of Texas and under the Constitution and laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and the laws of the State of Texas. Nothing in the Agreement is intended to be, nor will it be construed to be, a waiver of sovereign or governmental immunity or a prospective waiver of restriction of any of the rights, remedies, claims and privilege of the State of Texas or its political subdivisions. Notwithstanding the generality or specificity of any provision of this Agreement (including, without limitation, any provision pertaining to indemnification, a cap on liability, a limitation of damages, or a waiver or limitation of rights, remedies, representation or warranties), the provisions of this Agreement, as those provisions pertain to Buyer, are enforceable only to the extent authorized and required by the Constitution and laws of the State of Texas..

2. **Program of Self-insurance.** The parties acknowledge that Buyer is a political subdivision of the State of Texas and is subject to and shall comply with the applicable provisions of the Texas Tort Claims Act, as set for the in the Civil Practice and Remedies Code, Section 101.001, et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. In lieu of insurance requirements, Buyer shall at all times during the term of this Agreement maintain a self-insurance fund sufficient to meet its possible exposure under the Texas Tort Claims Act as follows: A maximum amount of \$100,000.00 for each person and \$300,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury or destruction of property, or such higher amounts as may be required by law.

3. **Disputes, Governing Law & Venue.** This Agreement shall be governed by the laws of the State of Texas. Any dispute or action arising out of or relating to this Agreement shall be brought and maintained only in a state court located in Bexar County, Texas. Seller waives any right to bring action in Federal Court based on diversity of citizenship. The prevailing party in any such action shall be entitled to recover from the non-prevailing party the prevailing party's reasonable attorney's fees, unless prohibited by law.

Buyer, Bexar County Hospital District  
dba University Health's  
State/County Law Amendment

4. **Disputes, Mediation.** The Parties will use their best efforts to settle any dispute, claim, question or disagreement between them, negotiating with each other in good faith and, recognizing their mutual interest, attempting to reach an equitable solution satisfactory to both Parties. Before instituting any lawsuit or arbitration the parties must first participate in a mediation as described in the Alternative Dispute Resolution Procedures of the Texas Civil Practice and Remedies Code before a mutually agreeable mediator. If the Parties cannot agree on a mediator, either Party may apply to any court of competent jurisdiction for appointment of a mediator and an Order to Mediate. The Party seeking mediation (the “Plaintiff”) shall notify, in writing, the Party against who such mediation is sought (the “Defendant”), describe the nature of such claims and provide detailed information supporting the claims and specify the provision of this Agreement which has been violated by the Defendant (this written notice is notice of an “intent to mediate”). The costs and expenses associated with mediation shall be borne equally by the Parties. The mediation must take place within 30 days of agreement to or appointment of a mediator. The mediation shall be held in San Antonio, Texas, unless another location is mutually agreed upon. If resolution is not reached within 90 days after beginning mediation, then the mediation shall terminate and the Parties may initiate adversarial proceedings. The applicable statutes of limitations will be tolled from the earliest date of Facility submitting claims for internal administrative review or appeal or either Party giving the other notice of an intent to mediate. There is no requirement of exhaustion of administrative remedies. There is no mandatory arbitration, but the parties may decide to arbitrate their dispute only upon mutual written consent. There are no limitations or waivers of the legal rights or remedies of Buyer as the County Hospital.

5. **Adherence to Policies & Procedures.** Seller shall ensure that all of their actions, services and items provided in connection with the Agreement at all times comply with Buyer’s policies and procedures.

6. **Seller Liability.** No liability limitation, waiver, release or other provision in the Agreement or any subsequent Amendment will limit, reduce, or eliminate (i) Seller's liability for direct damages to any person or property resulting from any conduct, act, or omission of Seller or Seller's employees, officers, directors, agents, or affiliates; (ii) Seller's liability pursuant to any indemnification obligation under this Agreement or any subsequent Amendment; or (iii) Seller's liability for any breach or violation of a business associate agreement or any security or privacy requirements relating to individually identifiable health information.

7. **Privileged Information.** Buyer shall not be required to disclose or to allow access to any information or documents if such disclosure or access would violate any law or may operate to waive any applicable privilege, including peer review privilege and work product privilege.

Buyer, Bexar County Hospital District  
dba University Health’s  
State/County Law Amendment





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DATE: August 25, 2021

University Health System - Business Center  
Purchasing Department  
5800 Farinon Drive  
San Antonio, TX 78249

SOLICITATION: RFP-221-08-055-SVC

**AMENDMENT NO. 1**

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**The purpose of Addendum No. 1 is to Update commodity codes.**

**Please see the updated commodity codes.**

**Commodity code removed are:**

- **NAICS 519130**      **Advertising periodical publishers, exclusively on Internet (More)**
- **NAICS 541840**      **Advertising media representatives (i.e., independent of media owners) (More)**
- **NAICS 541840**      **Publishers' advertising representatives (i.e., independent of media owners) (More)**

**NOTICE TO OFFERORS:**

- A. **Respondents are required to sign this amendment acknowledging receipt and return to the UHS Purchasing Department in their solicitation response packet.**
- B. This Amendment Form is part of the solicitation documents for the above referenced project and shall be incorporated integrally therewith.
- C. Each respondent shall make necessary adjustments and submit their responses with full knowledge of all modifications, clarifications, and supplemental data included therein.

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date