REQUEST FOR PROPOSALS (RFP)  
TO PROVIDE CATERING and FOOD/BEVERAGE CART SERVICES  

Key Dates:  Bidder Site Inspections by appointment prior to 5pm Friday April 11, 2014  
Proposals Due: 3 PM on Thursday April 24, 2014.  
Contract Start Date: June 1, 2014.

I. GENERAL SUMMARY

The Faculty Student Association of Downstate Medical Center, Inc. (FSA), a not-for-profit auxiliary service corporation for SUNY Health Science Center at Brooklyn a/k/a Downstate Medical Center campus, seeks proposals from qualified food service vendors with the highest standards of food quality and quality customer service to provide a wide array of catering services for the SUNY Downstate Medical Center community as well as a Basic Science Building (BSB) main lobby coffee cart operation. The successful bidder is required to obtain and maintain the applicable NYC Dept of Health permits for both operations (2 locations).

The catering food preparation space is currently located in the Student Center, located at 394 Lenox Rd, Brooklyn, NY 11203-2098. The Student Center is adjacent to the two main residence halls that house 235 students, and is directly across the street from the main campus buildings. The facility is currently operated as “Café 101”. It includes rooms 2-20, 2-20A, and a nearby storage room 2-02.

The successful bidder is expected to also provide a retail food and beverage cart operation located in the Basic Science Building main lobby at 450 Clarkson Avenue. Bidders must be aware that this lobby will undergo a capital renovation scheduled to begin during the Fall 2014 semester as described in Section III.E.2.c. The completed lobby renovation includes a built-in ‘grab and go’ coffee/food facility (see drawings Exhibit B). The 450 Clarkson Lobby renovation is expected to be completed by Summer 2015 at which time the successful bidder would begin its services at the newly installed ‘built in grab & go beverage and food facility.’

The successful bidder will be expected to take possession of facilities no later than June 1, 2014.

II. BACKGROUND OF THE CAMPUS AND FSA

Campus Background: The official name of the institution is the SUNY Health Science Center at Brooklyn, and is more commonly known as Downstate Medical Center (DMC). DMC has a 125 year history and is one of four health science centers within the 64-campus State University of New York (SUNY) system. DMC is a center of innovation and excellence in research and clinical service delivery in Brooklyn, including a College of Medicine, Colleges of Nursing and Health Related Professions, a School of Graduate Studies, a School of Public Health, and an Advanced Biotechnology Park and Biotechnology Incubator. SUNY Downstate ranks eighth nationally in the number of alumni who are on the faculty of American medical schools. More physicians practicing in New York City have graduated from SUNY Downstate than from any other medical school. The campus includes a 376 bed teaching hospital, University Hospital of Brooklyn providing near 70,000 Emergency Room patient visits annually.
DMC's Residence Halls at 811 and 825 New York Ave. provide capacity for 358 students with current occupancy near 235, and operates a Nurse's Residence at 440 Lenox Road of 72 family apartments and 36 offices. DMC's enrollment is approximately 1660 students, with approximately 3,000 faculty and staff members either directly or through its affiliated entities.

**FSA Background:** The Faculty Student Association of Downstate Medical Center, Inc. (FSA) was organized in 1950 to provide auxiliary services to the Downstate Medical Center campus. FSA is a not-for-profit IRS 501 (c)(3) authorized to provide auxiliary service to the Downstate Campus by contract with the State University of New York. FSA is governed by a 16 member Board of Directors that include administrators, faculty and student representatives. FSA operates ancillary services at the DMC campus, including a bookstore, gift shop, food beverage and snack vending machines, catering services, laundry machine and other ancillary services, either directly or through subcontracts. In addition, FSA provides Trust and Agency accounting services under agreements with a number of campus related organizations.

### III. SPECIFICATIONS:

**A. INSPECTION OF OPERATION SITE:** All bidders are required to thoroughly inspect the operation sites prior to submitting a proposal to determine all requirements associated with this bid or the contract to be awarded, unless specifically waived by FSA. Failure to inspect shall not relieve the successful bidder from the necessity of furnishing and installing without additional cost to FSA any material and equipment or performing any labor that may be required to comply with the intent of the contract. Interested bidders may inspect the operation site by appointment until 5pm on Friday April 11, 2014.

For site inspection appointment, further information, questions, or concerns on this RFP, please contact by telephone or in writing:

- Faculty Student Association
- Sheila Duffy, Director of Finance
- Phone: 718-270-3148
- eMail: Sheila.duffy@downstate.edu

**B. CONTRACT TO BE AWARDED; GENERAL TERMS**

1. **Term:** It is FSA’s intention to award a contract for a maximum of a three-year initial period with an option to renew for two additional one-year periods. The actual term of the contract and any renewal terms will be determined based on the successful bidder’s proposal. The Café 101 facility will be ready to be transferred to the successful bidder by June 1, 2014, or earlier if agreed to by all parties. Bidders are required to insert in the Exhibit D bid sheet the date it shall commence operation and open for business. The Contract awarded will constitute the entire Agreement between the parties and all previous communications, either written or oral, unless specifically referred to in the contract, shall have no force or effect. The contract to be awarded shall be governed by the laws of the State of New York. The terms of the contract to be awarded will be determined based on the successful bidder’s response to this RFP.

2. **Standard Contract Clauses:** The contract to be executed by the successful bidder will include standard contract clauses identified in Exhibit A.

3. **Commission:** Bidders must propose and return on EXHIBIT D Bid Sheet a commission as a percentage of annual gross sales or a minimum guaranteed annual commission, whichever is greater. Commission payments will be made monthly to FSA with an annual reconciliation at end of year. The bidder’s proposed minimum guaranteed annual commission shall be no less than $22,000. (twenty two thousand dollars).

4. **Financial Reports:** The successful bidder will be required to submit to FSA financial statements of income on a quarterly basis. The successful bidder shall be required to submit a financial statement of income and expenses once annually. The specific format of said financial reports and the specific dates to be covered in each statement shall be in a format acceptable to FSA.
5. **Indemnification:** The successful bidder will need to indemnify and hold harmless, FSA, SUNY-DMC, SUNY and the State of New York from liability associated with the services being provided by the successful bidder.

6. **Insurance and Liability:** The successful bidder will be required to obtain and maintain at its own cost and expense during the term of the Contract, Commercial General Liability Insurance and Automobile Liability Insurance, if applicable, with minimum coverage limits and with the additional insureds and certificate holder as identified on the Sample Insurance Certificate annexed to this RFP as Exhibit D.

7. **Exceptions to any specification:** Bidders may propose to FSA deviations or modifications to the terms of this RFP as part of their proposal that must be done as an additional alternative to the specifications provided herein.

Any and all deviations or modifications to requirement in this RFP must be clearly highlighted by section number in the bidder's cover letter, and presented as part of the bidder's proposal to FSA. However, FSA may agree to accept or deny the bidder's proposed deviations or modifications. Any and all acceptances of successful bidder's proposed changes shall be incorporated into the final contract to be executed by the parties.

C. **BID PROPOSAL DUE DATE:** FSA shall accept proposals that are presented to the FSA Business Office on or before the deadline at 3pm on Thursday April 24, 2014. All bids shall be tightly sealed in envelopes marked "SEALED BID: DO NOT OPEN BEFORE 3pm on 4/24/14" on the outside envelope. Bids may be mailed to FSA using the following MAILING ADDRESS:

Faculty Student Association  
Sheila Duffy; MSC 1219  
SUNY Downstate Medical Center  
450 Clarkson Avenue  
Brooklyn, New York 11203-2098

- Please allow sufficient time for Postal Service or Express Delivery service to meet the bid deadline.
- Proposals may also be hand delivered to (THIS IS NOT A MAILING ADDRESS): FSA Business Office, Student Center Room #2-09, 394 Lenox Rd, Brooklyn, NY.
- All bids will be publicly opened at the FSA Business Office starting at the above due date deadline.
- One complete electronic copy of the Bidders entire proposal is required to be submitted immediately following the due date via eMail to Sheila.duffy@downsate.edu

D. **BIDDER'S PROFILE:** Bidders are required to submit complete proposals so as to enable the FSA to determine which bidder is best able to meet and provide all services that will be considered in the award of a contract. As such, each bidder must furnish as part of this bid a complete description of capabilities in the area of catering food operations. Omission, inaccuracy or misstatement may be sufficient cause for rejection of the bid or termination of the contract resulting from such bid. This bidder's profile must minimally include the following information:

1. Name, address and telephone numbers of the corporation or individual including warehousing and business office sites.
2. A list of names of all owners or officers of bidder's corporation, including any parent and subsidiary companies.
3. The duration and extent of experience in the operation of food services focused on catering.
4. Financial statement(s) that demonstrate bidder's financial capacity to provide services.
5. A list of similar operations and locations where the bidder is currently operating or has operated food services with emphasis on universities, hospitals and colleges. Give name, address, and phone number of a contact person at each location. Give the length of time at each location for the most recent year.
6. A plan for management, supervising, and staffing of the services included in this RFP.
7. Other such information as the bidder deems appropriate for consideration by the FSA.

E. SPECIFICATIONS FOR PROPOSAL: All proposals must include the completed EXHIBIT D (bid sheets) and must address the following:

1. Catering. Catering at DMC involves all culinary levels from simple small groups of student or staff meetings to elaborate catering for major events. The DMC community is not restricted to use any specific caterer (non-exclusive), Currently, there are two on-site providers of catering services: Sodexo operates the main cafeteria and patient feeding operations of University Hospital, and Café 101 provides catering and food/beverage cart services. Over the course of past history, the Café 101 catering menu offerings now in place meet the majority of campus needs. Thus bidders are encouraged to review the current menu offerings in planning the menu’s to be proposed. The current catering menus available to the DMC community are available online at: http://www.downstate.edu/fsa/cafe101.html

   a. Catering Menu and pricing: Bidders shall submit a proposed standard catering menu for each meal period of breakfast, lunch and dinner and the maximum consumer pricing for each item on a per person basis, or where applicable on a portion basis (sandwiches, trays, etc.). The proposed menus must include portion sizes, brand(s) of food, and options for Kosher needs, etc. Currently a discounted and alternative menu is provided for student groups that pay for services from their Student Activity Funds, with payments processed to the successful bidder through the FSA Business Office. It is FSA’s intention to continue to offer a Student Activities alternative menu.

   b. Hours of Operation: The successful bidder is expected to provide quality catering sales services that allow customers to speak with a sales representative minimally on a Mon-Fri 9am to 5pm basis. The ability for customers to reach a catering representative during other hours is highly encouraged.

   c. Catering order forms and payment processes are standardized to the extent practical to accommodate the many payment sources that the Contractor will be receiving. The successful bidder will be receiving payments from campus department’s (customers) from their NYS funds. As such, the successful bidder will need to register with the NYS Controller’s office as a vendor.

2. Food Beverage Cart: The 450 Clarkson Ave lobby Food and Beverage Cart Operation serves as a convenient alternative ‘grab and go’ for the DMC community. Its offerings are intended to be limited to the space available, but offer variety and including healthier food and beverage alternatives that meet the consumer demand. The successful bidder is required to obtain and maintain the applicable NYC Dept. of Health permit for said facility.

   a. Cart Menu and pricing: Bidders shall propose a menu for beverage and food/snack items to be offered for sale at the Cart operation, with the applicable maximum consumer pricing.

   b. Cart Hours: The hours are typically 8am to 2pm Mon-Fri, except holidays. FSA will consider changes to the hours of operation proposed by the successful bidder as a result of consumer demand changes, but any and all changes in hours of operation must be approved in advance by FSA.

   c. Planned Capital Renovation: A campus Lobby renovation project is expected to commence during the Fall 2014 semester. During this lobby renovation construction period, FSA and the campus Facilities will collaborate with the successful bidder to identify a temporary relocation of this cart operation. Another suitable 1st floor location is being investigated by the campus Facilities Department, but has not yet been determined. Therefore, during said temporary relocation the successful bidder may need to modify the cart service product availability within the constraints of available utilities at the determined temporary location.

3. Pricing: catering and cart item consumer pricing shall be specified as the maximum permitted selling
price. The successful bidder will be permitted to offer said items at any price lower than the maximum at the contractor’s option. Contractor will also be permitted at its own discretion to offer additional varying specialty items that are not on the pre-approved menu item as specials. Permanent changes to the menu require the advance written approval of FSA.

4. **Equipment:** FSA currently provides only the fixed and other basic equipment and furnishings in place at Student Center Rms. 2-20, 2-20A, and 2-02 that will be provided to the successful bidder. The Contractor is expected to service and maintain the FSA equipment and as needed replace said equipment at the Contractor’s own cost and expense throughout the duration of the contract. Specific Contractor-owned equipment that the vendor plans to place at the operation site (please attach copies of spec sheets) must be reviewed and approved in advance before placement by FSA and the appropriate campus facilities department.

   Bidders are welcomed to inquire directly with the current Contractor for any equipment or smallware items that the successful bidder may be interested in purchase from the current contractor. Any such negotiations and conclusions are entirely independent from FSA and subject to the agreement between the seller and purchaser.

   Bidder must include a description of any modifications, replacements or removal being proposed to the existing FSA owned equipment in the facility.

5. **Design Alterations:** As noted on the Exhibit D Bid Sheet, Bidders are required to submit in their proposals a description of any design alteration of the food prep space and the Food/ Beverage cart. Any such alterations are subject to the prior approval of FSA and campus Facilities Department. Depending on the nature of the alterations being proposed, the required campus process for approval of design alterations can be time consuming, and therefore may require more extensive detail planning and coordination. Bidders may need to revise alteration plans to facilitate being able to initiate operations as soon as possible upon transfer of the facility, with the more substantive time consuming alterations planned and implemented at a later date.

6. **Catering and Delivery Services:** Successful bidder may provide catering to any campus group or function. Catering and delivery services are encouraged to be developed and continuously advertised by the successful bidder, with on campus advertising to campus department heads and administrators, as well as all student groups.

   Catering can be provided in any campus room or facility that the on-campus customer has received the appropriate campus permission to use. Each group makes independent arrangements and the caterer for their food and beverage needs, and makes independent arrangements with the applicable campus room scheduling coordinator.

   The use of DMC facilities by outside groups is coordinated under a campus Facilities Use policy managed by the campus Room Scheduling Office. Any outside entity that has received the approval of the Campus Facility Use procedure is able to utilize the catering services of the successful bidder.

   The successful bidder is also permitted to provide off-campus catering to campus affiliated persons and entities, but must include such sales in its financial reports on gross income.

7. **Staffing:** The successful bidder shall, at all times, provide adequate personnel to insure prompt preparation and service of catered and cart items. The successful bidder will assign a qualified food service manager who will be present during service hours. All supervisory personnel shall be trained for dishwashing procedure, preventive maintenance and use of equipment as well as be certified in accordance with the Department of Health requirements.

8. **Pricing:** Food and beverage items shall be priced at minimum competitive level. The successful bidder’s initial pricing and portion size are attached hereto and made part of EXHIBIT-C (Successful bidder’s response to RFP). The successful bidder may provide relatively expensive luxury items so long
as sufficient moderately priced menu choices are available simultaneously.

9. **Utilities:** At this time, the cost of utilities is not separately metered and billed to Contractor. Should FSA determine to charge for such utilities, successful bidder will either reimburse FSA for any such cost or enter into further negotiations for written agreement with FSA at that time.

10. **Future Campus Debit Card Participation:** At this time the campus has no campus wide ID card-based eCommerce application in place. Such a system typically provides that customers open a pre-paid debit account, and the customer is able to make purchases at campus retail services from their available fund balance. Under such a system, FSA will then pay to the successful bidder a monthly amount based on monthly debit card purchases made at the facilities operated by the successful bidder. Should the campus implement such a declining balance eCommerce application, the successful bidder is required to participate in the system. The successful bidder will be required to provide and install the appropriate card reader device.

11. **Reported Gross Sales for 2012:** The most current annual income reported to FSA by the current Contractor is for calendar year 2012 as its annual gross sales of $569,733.

12. **Reported Payments to Current Contractor for 2013:** The on-campus corporate entities that most frequently utilize catering services are paid by the customer's accounts through one of the following major DMC affiliated entities. The following payments have reported by these entities for calendar year 2013:

<table>
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<tr>
<th>Entity / Payer</th>
<th>Total $ Payments to Café 101</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUNY/ State of NY (all):</td>
<td>$273,152.00</td>
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<tr>
<td>Research Foundation of SUNY:</td>
<td>$79,745.31</td>
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<tr>
<td>FSA- Student Activity Funds</td>
<td>$77,047.76</td>
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<tr>
<td>FSA- Other</td>
<td>$11,110.24</td>
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<tr>
<td>HSCB Foundation, Inc. (all)</td>
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<td>Univ. Physicians of Bklyn./ UPB:</td>
<td>$35,600.00</td>
</tr>
<tr>
<td>Total</td>
<td>$553,146.11*</td>
</tr>
</tbody>
</table>

*The reported total payments DOES NOT include sales from any other sources, and specifically does not include any cash sales for catering services or sales at the BSB Lobby Coffee/Food Cart.

**VII. EVALUATION OF BIDS**

A. The contract award will be made after consideration of the bidder's record of service, quality of products, dependability and brand of food to be served, financial stability, reputation and other standards relevant to the provision of food services as well as the completion of all contract negotiations. The commission offered by bidder may not be the sole determining factor in the award of this bid. The FSA reserves the right to waive any and all bid requirements and to not award a bid should the interest of the FSA so dictate. FSA reserves the right in its sole and absolute discretion to reject all proposals received in response to this RFP and to re-solicit Requests for Proposals as its interests are best served.

B. **Bidder Presentations:** During FSA’s proposal evaluation process, Bidders may be required to make physical presentations to FSA at dates/times to be determined by FSA.

C. **Identify All FOIL Protections:** In the event that FSA, or DMC is requested under New York Freedom of Information Law (“FOIL”) to disclose any terms of Vendors’ Proposal, FSA or DMC shall provide Vendors with written notice of the same, and provide each Vendor with a reasonable opportunity to seek a protective order prior to making such disclosure, or to designate those portions of the Proposal which it believes are exempt from disclosure under FOIL as “trade secrets” or which, if disclosed, would cause substantial injury to the Vendors competitive position. Nothing in this paragraph, however, shall be deemed to preclude FSA from exercising its best judgment with respect to its obligations under FOIL.

**RFP Attachments:**

- EXHIBIT A - Standard Auxiliary Service Contract Clauses
- EXHIBIT B - Food & Beverage BSB Lobby Cart Renovation
- EXHIBIT C - Sample Certificate of Insurance with required minimum policy limits, additional insureds and certificate holder.
- EXHIBIT D - Bid Forms to be returned with Bidder's Proposal.
I. The contract shall be between the auxiliary service corporation, (hereinafter referred to as "Corporation") and the successful vendor who will be a subcontractor of the Corporation (hereinafter referred to as "Contractor"), and neither the State University of New York nor the State of New York shall be parties to this contract.

II. The Contractor shall save, keep harmless and defend the State of New York, the State University of New York and the Corporation against any and all liability for claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property, whether owned by State University of New York or otherwise, occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting in whole or in part from the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, subcontractors or representatives of Contractor. In the event insurance is provided by the Contractor under this agreement the Corporation, the Campus, the State University of New York and the State of New York shall be included as additional insureds.

III. This contract is a subcontract for services by the Corporation and as such is subject to the provisions of the underlying contract and any amendments thereof between State University of New York and the Corporation, and termination of the underlying agreement in whole or applicable part by State University of New York for any reason whatsoever shall cause the simultaneous termination of this subcontract without penalty of any kind.

IV. This contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the Corporation and any attempts to assign the contract without the Corporation's written consent are null and void.

V. This contract shall be void and of no force and effect unless Contractor shall provide and maintain coverage during the life of this contract or for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

VI. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, age, disability or marital status. Furthermore, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then Contractor agrees that neither it nor its subcontracts shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person for any violation of this provision as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

VII. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

VIII. If this contract was awarded based upon the submission of bids, Contractor (Bidder) certifies, and each person signing on behalf of the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not be knowingly disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

IX. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. FSA and any other person or entity authorized to conduct an examination of this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. FSA shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform FSA, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, FSA's right to discovery in any pending or future litigation.

X. FSA shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, FSA's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the FSA with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the FSA for any other reason.

XI. In addition to the methods of service allowed by the NY Civil Practice Law and Rules (CPLR) Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractors actual receipt or process or upon FSA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Service by FSA to the last known address shall be sufficient. Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

XII. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of the CONTRACT, the terms of this EXHIBIT A shall control.

XIII. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

XIV. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration except where statutorily authorized but must, instead, be heard in a court of competent jurisdiction of the State of New York.
EXHIBIT B: BSB Lobby Food/ Beverage Cart Renovation Plan
3 SINKS
EXISTING EQUIPMENT
HIGH TRANSACTION COUNTER
LOW WORK COUNTER
STORAGE BELOW
LOW WORK COUNTER
STORAGE BELOW

SUNY Downstate NAB
ENNEAD ARCHITECTS LLP
320 WEST 13TH STREET, NEW YORK, NY 10014

ENLARGED GRAB AND GO PLAN

Scale: 1/4" = 1'-0"

12/15/11
EXHIBIT C; Sample Insurance certificate

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement.

PRODUCER

CONTACT

NAME

PHONE

TAX ID NO.

EMAIL

ADDRESS

INSURED AFFORDING COVERAGE

NAIC #

INSURED: VENDOR"S INSURANCE COMPANY

INSUREE:

INSUREE:

INSUREE:

INSUREE:

INSUREE:

COVERAGES CERTIFICATE NUMBER REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERMIN CONDITION OF ANY CONTRACT OF OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 61, Additional Remarks Schedule, if more space is required)

Faculty Student Association of Downstate Medical Center, Inc (FSA), State University of New York (SUNY) Downstate Medical Center (DMC), SUNY, and State of New York and their DIRECTORS, OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED ON A PRIMARY NON-CONTRIBUTORY BASIS.

CERTIFICATE HOLDER

Faculty Student Assoc of DMC, Inc
Mail Stop Code: 1219
450 Clarkson Ave
Brooklyn NY 11203-2098

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT D: Bid Sheet

Return This Sheet With Bid Proposal to FSA

Proposals must be returned by: 3pm on Thursday April 24, 2014

BIDDER’S PROFILE: attach the following:
• Name, address and telephone numbers of the corporation or individual including warehousing and business office sites.
• A list of names of all owners or officers of bidder’s corporation, including any parent and subsidiary companies.
• The duration and extent of experience in the operation of food services focused on catering.
• Financial statement(s) that demonstrate bidder’s financial capacity to provide services.
• A list of similar operations and locations where the bidder is currently operating or has operated food services with emphasis on universities, hospitals and colleges. Give name, address, and phone number of a contact person at each location. Give the length of time at each location for the most recent year.
• A plan for management, supervising, and staffing of the services included in this bid.
• Any additional information that bidder wishes to include.

BIDDER READINESS TO BEGIN SERVICES: Transfer of Operations to Successful Bidder no later than 6/1/14.
Bidder will commence Catering Services on or before (# calendar days after award): _________________________

Bidder will commence Food/Beverage Cart Services on or before (# calendar days after award): _______________

PROPOSED COMMISSION: Insert below, your proposed Guaranteed Minimum Annual Commission and the proposed percentage of gross sales, whichever is greater, that is payable to FSA.

$____________/yr OR _____________% of Annual Gross Sales; whichever is Greater.

PROPOSED MENU’S AND CONSUMER PRICING: Attach the following:
• Attach the proposed catering menu for breakfast, lunch, dinner items and shall include options for Kosher and Vegetarian needs, etc...
• Attach any proposed additional menus such as Discounted Menu for Student Activity funded catering.
• Each menu item must include: Portion sizes (# persons it serves), Brand(s) of food product where applicable, and Maximum Consumer Price.

SPACE OR EQUIPMENT ALTERATIONS: Attach the following:
Describe any proposed modification, replacement or alteration to the existing operation site, including floor plans and related equipment specification sheets.

CERTIFICATION: By submission of this proposal, I hereby certify under penalty of perjury, that to the best of his or her knowledge and belief:
1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer, bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer, bidder or to any competitor;
3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Bidder’s Signature: _______________________________

Printed Name: _________________________ Title: _______________________ date: ___________

Bidder Company Name _________________________________________________