

REQUEST FOR PROPOSAL (RFP)

**TITLE: Provide Cafeteria and Catering and Vending Services
At the School of Osteopathic Medicine on the Stratford
Campus of the University of Medicine and Dentistry
of New Jersey**

RFP NUMBER: P11-046

DATE ISSUED: March 01, 2011

DUE DATE: April 21, 2011

TIME: 2:00 P.M.

**LOCATION: UNIVERSITY OF MEDICINE AND DENTISTRY
OF NEW JERSEY –
DEPARTMENT OF PURCHASING SERVICES
LIBERTY PLAZA
335 George Street, 2nd Floor
New Brunswick, New Jersey 08903**

Important Note: Bidders should check Section 1.3 of this document to verify if attendance at a mandatory event (e.g., pre-bid conference, site visit, etc.) is required for this procurement. Failure to attend a mandatory event will result in the rejection of your proposal.

In accordance with the requirements of this proposal, the undersigned offers and agrees, if their proposal is accepted, to furnish any and all services for which the prices are submitted in accordance with the attached conditions as specified in this proposal.

**BIDDER'S NAME
AND ADDRESS**

**SIGNATURE AND TITLE OF
AUTHORIZED INDIVIDUAL**

Name (signature)

Name (print)

Title

1.0 INFORMATION FOR BIDDERS

1.1 Purpose and Intent of the Procurement

1.1.1 Purpose

This Request for Proposal (RFP) is being issued by the University of Medicine and Dentistry of New Jersey (UMDNJ), Department of Purchasing Services on behalf of the Food Services Facilities Program School of Osteopathic Medicine on the Stratford campus of the University of Medicine and Dentistry of New Jersey (UMDNJ)

The purpose of this RFP is to enter a contract for the supply of Food services, cafeteria operations, catering services and vending services to the School of Osteopathic Medicine (SOM) on the Stratford campus of UMDNJ.

1.1.2 Intent

It is the intent of the University of Medicine and Dentistry of New Jersey to engage a Contractor who shall supply all of the expertise, personnel and other resources necessary to supply food services, cafeteria operations and catering services and vending machine services on the Stratford campus of the University of Medicine and Dentistry of New Jersey (UMDNJ), School of Osteopathic Medicine (SOM).

1.2 Background

1.2.1 UMDNJ is the nation's largest, freestanding public health and sciences university. It includes eight (8) schools on five (5) campuses in key locations in the state: Newark, Piscataway, New Brunswick, Stratford and Camden. Offering a broad spectrum of health education programs, with more than 4,500 students enrolled in programs in medicine, dentistry, the biomedical sciences and other health professions. It has over 14,500 full time faculty and staff and a network of more than 100 affiliates throughout the state.

UMDNJ's food services facilities provides cafeteria, catering and vending services to students, guest faculty, staff and outside personnel through the School of Osteopathic Medicine on the Stratford campus. The cafeteria serves the entire population of the campus which is approximately 750 people. The dining room seats 140 and is serviced by a mid-sized food preparation kitchen area. The entire food services area is 3,720 square feet.

Past sales at the SOM cafeteria, catering and vending services does not guarantee future sales at SOM, UMDNJ.

1.3 Key Events

1.3.1 Questions and Inquiries

It is the policy of the UMDNJ, Purchasing Services to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions should be mailed or faxed to the UMDNJ, Purchasing Services to the attention of the assigned buyer at the following address:

UMDNJ, DEPARTMENT OF PURCHASING SERVICES
335 GEORGE STREET, 2ND FLOOR
NEW BRUNSWICK, NEW JERSEY 08903
ATTN:Dennis Fountain
Buyer's Phone Number:732-235-9036
Buyer's Fax Number: 732-235-9058
E-mail: fountade@umdnj.edu

1.3.1.1 Cut-Off Date for Questions and Inquiries

A mandatory Pre-bid Conference has been scheduled for this procurement, therefore, the cut-off date for submission of questions will be the conclusion of the mandatory Pre-Bid Conference. While all questions will be entertained at the mandatory Pre-bid Conference, it is strongly urged that questions be submitted in writing prior to the mandatory Pre-bid Conference. Written questions must be delivered to the Department of Purchasing Services' Buyer. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the mandatory Pre-bid Conference as possible. This request is made so that answers can be prepared prior to the mandatory Pre-bid Conference.

1.3.1.2 Question Protocol

Questions should be submitted in writing to the attention of the assigned UMDNJ, Purchasing Services buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the buyer; however, oral explanations or instructions given over the telephone shall not be binding upon the University. Bidders shall not contact any person within the University directly, in person, or by telephone, other than the assigned buyer, concerning this RFP.

1.3.2 Mandatory Pre-Bid Conference

A mandatory Pre-Bid Conference has been scheduled for this procurement. The purpose of the mandatory Pre-Bid Conference is to provide a structured and formal opportunity for bidders to raise questions and clarify any of the proposal requirements. The date, time and location are provided as follows:

DATE: APRIL 05, 2011

TIME: 10:00 A.M.

LOCATION: UMDNJ TOP DOCS CAFÉ DINING ROOM, ONE ACADEMIC CENTER, ONE MEDICAL CENTER DRIVE, STRATFORD, NEW JERSEY 08084.

CAUTION: Bids will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-bid Conference.

It is the responsibility of the bidder to identify and address any additional requirements or information needed to submit a proposal. No special consideration shall be given to any bidder, because of the bidder's failure to be knowledgeable of all the requirements of the proposal after the pre-bid conference date.

1.3.3 Site Visit – A mandatory Site visit has been scheduled.

A mandatory Site Visit has been scheduled for this procurement. The purpose of the Site Visit is to provide a structured and formal opportunity for the bidders to raise questions and clarify any of the proposal requirements. The date, time and location are provided as follows:

DATE: APRIL 05, 2011

TIME: 10:00 A.M.

LOCATION: UMDNJ TOP DOCS CAFÉ DINING ROOM, ONE ACADEMIC CENTER, ONE MEDICAL CENTER DRIVE, STRATFORD, NEW JERSEY 08084.

CAUTION: Bids will be automatically rejected from any bidder that was not represented or failed to properly register a mandatory Site Visit.

IMPORTANT NOTE: NO QUESTIONS OR INQUIRIES REGARDING THE SUBSTANCE OF THIS RFP WILL BE ACCEPTED OR ANSWERED DURING THE SITE VISIT. ALL QUESTIONS MUST BE HELD AND SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1

Bidders requiring directions to the Site Inspection should contact the following individual:

NAME: Edward Small

PHONE NUMBER: 856-566-2732

Bidders should contact this representative ONLY to obtain directions to the site.

1.4 Additional Information for Bidders

1.4.1 Revisions to this RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

Since a mandatory Pre-Bid Conference has been scheduled for this procurement, any addendum issued before the mandatory Pre-Bid Conference will be distributed to all bidders who were sent the initial RFP. Any addendum issued at the time of or after the mandatory Pre-Bid Conference will be distributed only to those bidders represented and properly registered at the mandatory Pre-Bid Conference.

1.4.2 Addendum as a Part of this RFP

Any addendum to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

1.4.3 Issuing Office

This RFP is issued by the UMDNJ, Department of Purchasing Services. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the UMDNJ for purposes of this RFP.

1.4.4 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

1.4.5 Cost Liability

UMDNJ assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submittal of proposals in response to this RFP.

1.4.6 Contents of Bid Proposal

All information submitted by bidders in response to a bid solicitation is considered public information, except as may be exempted from disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

All bid proposals as public records, with the exception of information determined by the courts or UMDNJ to be proprietary, are available for public inspection after contract award.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. UMDNJ reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter.

UMDNJ will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal. The bidder will be required to withdraw such designation before the bid proposal will be considered for contract award.

In the event of a challenge to the bidder's designation of confidentiality/proprietary materials, the bidder shall have be solely responsible for defending its designation and UMDNJ shall have no responsibility therefore.

1.4.7 Price Alterations

Bid prices must be typed or written in ink. Any price changes (including "white-outs") must be initialed. Failure to initial price changes may preclude an award being made to the bidder.

1.4.8 Joint Venture

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and, if applicable, foreign (out of State) corporate registration must be supplied for each party to the joint venture.

1.4.10 Bid Bond

Not applicable under this Contract.

1.4.11 HIPAA Compliance

As a State Agency, New Jersey State regulations require that we obtain documentation regarding our vendor "HIPAA Compliance" status. In order to be in compliance and conduct business with

your company for the procurements of goods and/or services, it will be necessary for your company to complete a Business Associate Agreement. This agreement involves the access to protected health information that is considered protected pursuant to federal, state and/or local laws and regulations in accordance with the privacy requirements of the “HIPAA” – Health Insurance Portability and Accountability Act of 1996. The requirement is a precondition of entering into a valid and binding contract.

1.4.12 Business Registration Notice

All New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue, prior to conducting business with the State of New Jersey. Proof of valid business registration must be submitted by a bidder with its bid proposal. Failure to submit such valid business registration with a bid will render the bid materially non-responsive. The business registration form (Form NJ-REG) can be found online at: <http://www.state.nj.us/treasury/revenue/busregcert.htm>

1.4.12.1 Definitions

“Affiliate” means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

“Business organization” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.

“Business registration” means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury.

“Contractor” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency.

“Contracting agency” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit.

“Subcontractor” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

1.4.12.2 Requirements Regarding Business Registration Form

A contractor shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Vice President of the Division of Taxation in the Department of Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

1.4.13 Deficit Reduction Act

The University of Medicine and Dentistry (UMDNJ) is committed to the prevention and detection of any fraud, waste, and abuse within the University related to all health care programs, including Federal and State programs. To this end, UMDNJ maintains a vigorous compliance program geared in part to educating our community on the range of fraud and abuse laws, including the importance of submitting accurate claims and reports to the Federal and State governments. Our policies prohibit the knowing submission of a false claim for payment in relation to any health care program, including a Federal or State funded health care program. Such a submission is a violation of Federal and State law and can result in significant administrative and civil penalties under the Federal and State False Claims Acts.

To assist UMDNJ in meeting its legal and ethical obligations, any employee, contractor or agent who is aware of the preparation or submission of a false claim or report or reasonably suspects any other potential fraud, waste, or abuse in relation to a Federal or State funded health care program is required to report such information to his or her supervisor and UMDNJ's Office of Ethics and Compliance. Any employee of UMDNJ who in good faith reports such information will be protected against retaliation for coming forward with such information both under UMDNJ's internal compliance policies and procedures and United States and New Jersey law.

As an organization, UMDNJ obligates itself to investigate any such information swiftly and thoroughly through its internal compliance programs and mechanisms. Nonetheless, if an employee, contractor or agent believes that the organization's response is deficient and unresponsive, the employee shall bring these concerns to UMDNJ's Office of Ethics and Compliance. If such follow-up still does not trigger an investigation, after a reasonable period of time, the employee, contractor or agent has the ability to bring his/her concerns to the appropriate government agency under the relevant Federal and/or State laws.

This information shall be provided to all UMDNJ employees and all contractors and agents of UMDNJ.

2.0 DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as a result of this RFP:

“Addendum” – Written clarification or revision to this RFP issued by UMDNJ, Purchasing Services.

“Amendment” – A change in scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Vice President for Finance and Treasurer.

“Bidder” – An individual or business entity submitting a bid in response to this RFP.

“Contract” – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP and UMDNJ's Contract Term Sheet.

“Contractor” – The contractor is the bidder awarded a contract.

“Evaluation Committee” – A committee established to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Vice President of Supply Chain Management.

“HIPAA” – Health Insurance Portability and Accountability Act of 1996.

“May” – Denotes that which is permissible, not mandatory.

“Project” – The undertaking of services that are the subject of this RFP.

“Request for Proposal (RFP)” – This document, which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs as identified herein.

“Shall” or “Must” or “Will” – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

“Should” – Denotes that which is recommended, not mandatory.

“Subtasks” – Detailed activities that comprise the actual performance of a task.

“Task” – A discrete unit of work to be performed.

“UMDNJ” – The University of Medicine and Dentistry of New Jersey, or otherwise referred to as the “University.”

“Vice President” – The Vice President of Supply Chain Management; the contracting officer for UMDNJ.

3.0 SCOPE OF WORK

The Contractor must provide food management services, at the school of Osteopathic medicine (SOM), located at the Academic Center, One Medical Center Drive, Stratford, New Jersey. The Contractor must provide the four (4) components of this contract: cafeteria, vending, catering services and coffee/beverage cart.

Beneath each specification is a line stating “we have read and shall fulfill all of the requirements of section” ____, The bidder must indicate by putting a check mark in the box marked ____Y (Yes) or ____N (No).

The bidder must recognize that the inability to fulfill a required specification is likely to result in the proposal being deemed non-compliant and therefore being disqualified from evaluation.

If any requirements cannot be fulfilled please explain why in section 7.1. The bidder must recognize that the inability to fulfill a required specification is likely to result in the proposal being deemed non-compliant and therefore disqualified from evaluation.

The issuance of a contract does not guarantee that a specific amount of profit will be made from the food services department at the SOM/ UMDNJ cafeteria in Stratford.

Past sales at the SOM cafeteria, catering and vending services does not guarantee future sales at SOM, UMDNJ.

3.1 GENERAL SPECIFICATIONS AND CONDITIONS

3.1.1 The Contractor must provide a clear understanding to SOM/UMDNJ, of the meals to be served in the cafeteria and catering services in section 7.5 of this RFP.

3.1.2 The Contractor is to furnish the SOM cafeteria with all management, supervising, training, and technical personnel required to efficiently supply food services. Bidder must complete section 7.13.

3.1.3 The Contractor’s management employee candidates will be interviewed by UMDNJ prior to position assignments. Bidder must complete section 7.14.

3.1.4 If the Food Services Director or any other dietary personnel are not acceptable to UMDNJ for any reason, UMDNJ may notify the Contractor and request removal of the personnel involved and an acceptable replacement will be provided. Bidder must complete section 7.14.

3.1.5 The Contractor’s dietary services must conform to the requirement of N.J.A.C., subchapter 10, and dietary licensing standards for hospitals.

3.1.6 The Contractor must meet all sanitary and health regulations as set forth in Chapter 10 of the New Jersey State Sanitary Code. It is understood that the premises shall be subject to inspection by the State Department of Health as well as by UMDNJ Safety personnel. Satisfactory certification of compliance is required and must be conspicuously posted. The bidder must complete section 7.3 of this RFP.

3.1.7 All Contractor personnel must comply with all UMDNJ infection control and employee health pre-employment requirements such as initial health screening for TB, stool ova and parasites, rubella, varicella and hepatitis A and B. The Contractor must provide this screening and documentation must be received by UMDNJ prior to employment. All dietary personnel must comply with all other UMDNJ infection control policies and procedures.

3.1.8 UMDNJ shall provide the Contractor with assigned use of offices (the Contractor must pay UMDNJ/SOM fair market value for the office), storage space and facilities on UMDNJ premises, from which to conduct its support management services. Such use shall include use of all utilities including water, sewer, electricity and gas. Such utilities will be provided without cost to the Contractor.

3.1.9 UMDNJ will provide regular cleaning services for ceiling, walls, windows, light fixtures, draperies and blinds, and periodic finishing and buffing of floors. UMDNJ will be responsible for extermination services. The Contractor is responsible for regular cleaning services in all areas used by the Contractor, i.e., the dining rooms, and offices. The Contractor is responsible for the kitchen and the cafeteria.

3.1.10 Sanitation and Safety Practices – General

3.1.10.1 Sanitation- The bidder must complete section 7.3.

3.1.10.1.1 All food service operations occurring under this contract shall be conducted in conformance with the regulations of the State Health Department. The Contractor shall maintain at all times UMDNJ's food service facility in a clean and sanitary manner in accordance with all federal, state and municipal laws, codes and regulations. (The standards as defined in Chapter 12 of the New Jersey State Codes relating to the operation and maintenance of a retail food establishment.) The Contractor will train all employees to follow a "clean as you go" policy. The food service facilities are subject to inspection by city, county and state authorized health department officials, fire department and other agencies relative to safety requirements. The Contractor will be responsible for trash and garbage removal to compactor area. UMDNJ is responsible for the compactor removal.

3.1.10.1.2 The Contractor is required to notify the contract administrator upon inspection and be able to participate in the inspection. Additionally the Contractor is requested to notify in writing, of any potential violations, which under terms of contract, UMDNJ carries the responsibility to correct. UMDNJ is to receive a copy of all Health and / Safety Inspection reports within 2 days of their receipt by the contractor.

3.1.10.2 Safety Practices: Equipment

3.1.10.2.1 If the Contractor identifies any condition that is unsafe, unhealthy, or in any way would cause an accident, the Contractor shall make or cause to be made appropriate repairs to remedy the condition. Such repairs are to be done at the Contractors expense. If correction of the condition will take more that the routine attention, then the Contractor agrees to notify the contract administrator immediately. The Contractor is responsible for the housekeeping of all food service dining areas.

3.1.10.3 Assignment of Responsibilities

3.1.10.3.1 The Contractor shall not sublet, assign, or transfer any listed responsibilities, or part hereof, without prior review and written consent of the Contract Administrator. Any assignment without the Contract Administrator's written consent shall be void and have no binding effect upon UMDNJ. If any portion of the work or services which have been subcontracted by the Contractor is not executed in accordance with this contract, the subcontractor shall be replaced on request of the Contract Administrator. No subcontract entered into by the Contractor shall relieve the Contractor of any of its liabilities and obligations.

**THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF
SECTION 3.1 ____Y____N**

3.2 CONTRACTOR'S RESPONSIBILITIES FOR FACILITIES

3.2.1 The Facilities Coordinator shall act as the contract administrator and must be notified immediately of any accidents or safety hazards. The Contractor and his employees, agents, or subcontractors agree to abide by and practice all UMDNJ and local safety standards and regulations. The contractor shall take all necessary and proper precautions to protect the safety of employees and other persons and to protect all property from whatever cause.

3.2.2 The Contractor and any subcontractor shall give access to the authorized representatives of the Secretary of Labor for the purpose of inspecting or carrying out any of the Secretary's duties under the Occupational Safety and Health Act of 1980, as amended. The Contractor shall be responsible for any conditions giving rise to such violation. The Contractor shall defend and hold UMDNJ, its officers and employees, harmless for any fine, penalty, or liability in connection therewith.

3.2.3 Condition of Facility

3.2.3.1 The available food service space and facilities made available to the Contractor for use under this contract shall be returned to UMDNJ at the end of the contract in the condition correspondent to the status existing at the time of entering into the contract, or as improved during the term of the contract. It shall be the Contractor's responsibility to maintain the space in good condition throughout the term of the contract in a manner befitting UMDNJ and notify UMDNJ, in writing, of any maintenance problems beyond the scope of the Contractor's responsibility between scheduled facility inspections.

UMDNJ shall provide adequate ingress and egress, including reasonable use of the corridors, passageways, loading platforms and freight elevator. UMDNJ shall maintain and repair the building structures in the area assigned for the Contractor's use, including painting; the maintenance of water, steam, sewer and electrical lines, grease traps, ventilation, and air conditioning; electrical light fixtures(including re-lamping); space heating systems; floors and floor coverings; walls and ceilings; provided the Contractor shall bear the expense of repairs necessary because of his own or his employee's fault or negligence. The Contractor is responsible to notify UMDNJ, in writing, of any conditions, which require correction in order to meet health and safety codes.

3.2.4 UMDNJ's Access to Facilities

3.2.4.1 UMDNJ and its authorized representatives shall have at all times access to spaces assigned to the Contractor.

3.2.5 Loss or Damages

3.2.5.1 UMDNJ/SOM will not be responsible in any manner for loss or damage to the Contractor's stored supplies, materials, or equipment or for any of the Contractor's employees' personal belongings brought on the premises.

3.2.6 Utility service will be the responsibility of UMDNJ. UMDNJ cannot guarantee uninterrupted provision of the above utilities and service except to ensure that all reasonable and diligent efforts will be pursued in restoring the interrupted service. UMDNJ shall not be liable for product or revenue loss, which may result from the interruptions of failure of the above services.

3.2.7 Fire and Other Emergencies

3.2.7.1 The Contractor's employees shall pull the fire alarm closest to the location of the fire and immediately call UMDNJ's fire emergency number in the event of a fire or other emergency. The Contractor shall train all employees to respond to fire, civil defense, bomb threats, and other emergencies based on procedures established by UMDNJ and participate in the facilities monthly fire drills.

3.2.7.2. The Contractor must give UMDNJ prompt written notice of all incident reports including any and all fire damage occurring to the premises and a copy of all notices received of any claim against UMDNJ or the Contractor occurring within or on UMDNJ property.

3.2.8 Security

3.2.8.1 The Contractor and all employees shall comply with all UMDNJ rules and regulations governing access to and conduct on UMDNJ's property. Contractor agrees to furnish the Contractor's personnel with identification required for entrance to or exit from the described premises during normal work hours as supplied by UMDNJ. It shall be the responsibility of the Contractor to return employee identification within one day of the employee's departure for personnel no longer employed at the facility or for employees removed from the premises at the request of the Contract Administrator. The Contractor shall have the responsibility for determining that all appropriate equipment and lights have been turned off and appropriate doors locked at the close of operation within the food and beverage spaces. The areas under the Contractor's jurisdiction shall be his responsibility relative to security during the scheduled hours of operation.

3.2.9 The Contractor and UMDNJ shall conduct a monthly quality assessment review to assess the quality of the food service management program. This review will be conducted by the food services manager and selected representatives of UMDNJ.

3.2.10 The Contractor must purchase all food, beverages, supplies and minor equipment necessary for the efficient, economical and sanitary operations of the cafeteria.

THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.2 ____Y____N

3.3 SPECIFIC EQUIPMENT FOR THIS CONTRACT.

3.3.1 Equipment provided by the Contractor must be brought in under the following Conditions:

3.3.1.2 Any equipment needed in the day-to-day operation that is not being supplied by UMDNJ (furniture, kitchen equipment, small wares, etc) must be provided by the Contractor. All equipment provided (and owned) by the Contractor shall remain the Contractor's property until expiration or termination of the contract at which time UMDNJ reserves the option to purchase the equipment at depreciated value. During the term of the contract all new equipment shall be the sole responsibility of the Contractor.

3.3.2 UMDNJ/SOM owns all dietary related equipment and has an inventory of the equipment. The Contractor will receive an inventory listing at the inception of the contract. Maintenance, repair or replacement will be the responsibility of the Contractor. The Contractor shall have the exclusive use of the fully equipped, ready to operate food service facilities, which include kitchen equipment owned by UMDNJ, adequate sanitary toilet facilities for the Contractor's employees, office space for the food services manager (fair market value must be paid by the Contractor), heat, refrigeration and utility services as may be reasonably required for the efficient performance of the contract.

3.3.3 The Contractor shall keep all of said fixtures and equipment owned by UMDNJ/SOM in proper condition. The Contractor is responsible for all repairs of fixtures and equipment (this does not include repairs to structure). At the end of the contract, the Contractor shall surrender it to UMDNJ in good operational condition. At the end on the contract, the Contractor will take an inventory of all items. This list will be submitted to UMDNJ/SOM representative.

3.3.4 Microwave ovens must be cleaned daily or more often as needed. The Contractor shall inspect oven on a periodic basis with a precision radiation detection instrument (NARDA Model 8100 or Holiday Industrial Model HI-1500). Each microwave oven installed shall have a decal conspicuously placed that show date of inspection, radiation readings, condition of interlock system and inspectors initials.

3.3.5 The Contractor will be totally responsible for all costs associated with preventive maintenance of the furnishings, fixtures and equipment in the food services facilities at UMDNJ. The scheduling of all maintenance shall be provided by the Contractor.

3.3.6 When an item of furniture, fixtures or equipment supplied by UMDNJ for the use in the performance of this contract is no longer operational the Contractor must notify UMDNJ of this fact and UMDNJ/SOM will decide to replace or repair such items. UMDNJ will make final determination as to repair or replacement of the item. UMDNJ maintains ownership of all equipment.

3.3.7 UMDNJ shall, as its expense, assume the following responsibilities under the Contract: provide, install and permit the Contractor to use the major food service equipment such as freezers, refrigerators, ovens stoves. UMDNJ will replace equipment which we have provided as we deem necessary. Ownership of all equipment provided by us under the contract shall be vested in us.

3.3.8 Removal of Equipment

3.3.8.1 The Contractor must not remove any of UMDNJ equipment from the premises, advertise the contract operations in any manner, or prepare food and/or beverages on the premises for sale of any purpose not covered by the contract.

**THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF
SECTION 3.3 Y
3.4 VENDING SPECIFICATIONS**

Past sales at the SOM cafeteria, catering and vending services does not guarantee future sales at SOM, UMDNJ.

3.4.1 For the purpose of the contract this vending machine service is only applicable to UMDNJ/SOM:

3.4.1.1 Partial Vending is defined as incidental coin operated devices or machines, which dispense candies/snacks, hot and cold beverages, vended food, hot canned foods, and other sundries, which are installed as a convenience to students, employees and visitors. Such installations are not intended as a primary meal source to the students and employees. The Contractor shall have the exclusive right to install and operate vending machines. The four (4) areas for vending machines are located:

a) Academic Center:

Bottled soda dispenser

Snack/candy dispenser

Bottled water/juice dispenser

b) University Doctors' Pavilion:

Bottled soda dispenser

Snack/candy dispenser

Bottled water/juice dispenser (non carbonated)

c) Science Center:

Combination snack/bottled soda dispenser

d) University Educational Center:

Bottled soda dispenser

Snack/candy dispenser

3.4.2 Unless specifically provided otherwise, it shall be understood that the vending machines are and will remain the property of the Contractor.

3.4.3 The Contractor, at their own expense, shall perform all services required, including maintaining, cleaning, repairing, and keeping them at proper operating levels. Weekly sanitation and maintenance inspections should be completed and documented.

3.4.4 The Contractor shall keep all vending machines in proper mechanical and electrical working order, and in a clean, attractive and sanitary condition to meet all health codes, including the New Jersey Department of Health. UMDNJ reserves the right to periodically inspect the equipment.

3.4.5 The Contractor shall have access to installation areas at all reasonable times in order to service and maintain the machines properly. Delivery of vending machines shall be made with the knowledge of the Director of Administration so that proper identification of each machine can be made on an "Initial Report" required for audit purposes.

3.4.6 The Contractor must provide repair services, twenty-four (24) hours, five (5) days per week, for all vending. The Contractor will prominently display at all vending locations instructions as to where to report the machine's malfunction and provide a twenty-four (24) hour, seven (7) days per week, phone number to obtain refunds.

3.4.7 The Contractor must exercise all reasonable measures needed to insure that the director of Administration makes the vending machines in need of repair operational within six (6) hours of notification. In the event that the Contractor cannot repair machines within six (6) hours as a result of inability to obtain parts or for any other reason, he shall notify the Director of Administration. The Director of Administration may require that the Contractor replace the defective or inoperative machine at once with a machine of their choice.

3.4.8 The vending machines installed shall be of new and modern design and construction, adequate to take care of the requirements of UMDNJ and shall be placed in an attractive and uniform arrangement. The colors of all machines shall blend with the décor of the building and/or as selected by UMDNJ. The Contractor shall provide furnishings, machine decoration, enclosures (installed) and attractive are lighting, at no additional cost, which will insure all machines, are attractive and compatible with the vending location and environment. UMDNJ must approve all enclosures.

All enclosures must meet applicable codes. All machines must be bolted or secured together in order to keep machines in a straight line. Each machine shall display a permanent Contractor's identification number, which shall be referred to in all reports.

3.4.9 Upon request, the Contractor is to make available all records of sales, machine maintenance, and other records of accounting pertaining to UMDNJ, for the purpose of auditing and monitoring. Meter readings are to be scheduled with the Director of Administration if necessary so as to insure that a UMDNJ representative is present at any and all meter readings. If a machine is to be removed, the Director of Administration will be notified and be present for a meter reading before the machine is removed from UMDNJ property.

3.4.10 Accounting and Contract Payments - Collection and counting may be done as mutually agreed by UMDNJ and the Contractor. Once machines are installed, permission for change removal, deletion, or addition must be first secured from UMDNJ, in writing.

3.4.11 All records of products, sales, machine maintenance, etc., upon request of the Cafeteria Manager, shall be made available by the contractor to the UMDNJ, Director of Administration.

3.4.12 The Contractor shall submit to the UMDNJ, Cafeteria manager, by the twentieth (20th) day following the end of each month a statement showing the gross sales of each vending machine along with the percentage of commission, and commission from each vending machine.

3.4.13 All reports of revenues received must bear the respective and related identification number of each vending machine or device.

3.4.14 Sales are to include all cash receipts including overages. The Contractor must maintain a "refund" procedure so that the person who need a refund (no distribution of paid items, spoiled items, open items, etc.) can receive their refund at the cafeteria.

3.4.15 The Contractor's commissary may be subject to inspection by UMDNJ and is required to be in compliance with all Federal, State and Local Sanitation and Health Codes.

3.4.16 The number of vending machines will depend on size of machine and population resources. Initial installation of machines and quantities are listed on the attached schedules.

3.4.17 All Contractor personnel shall be attired in a neat and clean uniform and conduct themselves in an orderly and mannerly fashion. The Contractor will provide and maintain an adequate supply of clean uniforms for all personnel performing work in all full line vending operations. All Service Personnel must maintain customer service hospitality.

3.4.18 The Contractor shall provide all disposable items necessary to the service of vended food and drink, i.e., hot and cold cups, hot and cold lids, straws, stirrers, napkins, spoons, soup bowls and soup spoons.

3.4.19 The Contractor shall provide all condiments necessary to service, i.e., sweeteners, mustard, catsup, etc., either in sanitary acceptable bulk service or in packet form packaged with product.

3.4.20 The Contractor shall provide trained personnel to clean and service all vending machines.

3.4.21 All personnel or agents of the Contractor must observe all regulations in effect at UMDNJ. Employees or agents of the Contractor, while on the UMDNJ campus, shall be subject to control of UMDNJ, but under no circumstances shall such persons be deemed to be employees or agents of UMDNJ. The Contractor or his or her representatives shall not represent themselves as an employee or agent of UMDNJ. The Contractor shall warrant that no person or selling agent has been employed or retained to solicit or secure the contract upon an agreement or

understanding for a commission, percentage, brokerage or contingency fee excepting bona fide employee or bone fide established commercial or selling agencies retained by the Contractor for the purpose of securing business.

3.4.22 UMDNJ Responsibilities for vending:

3.4.22.1 UMDNJ shall furnish all necessary electrical and other service connections for the operation of the vending machines. All final connections are to be supplied by the Contractor. The Contractor will purchase, attach and operate water conditioners for beverage machines owned by said Contractor, where necessary, at the Contractor's expense.

3.4.23 The Facilities Manager or a designee, shall notify the Contractor promptly of any failure or the vending machines to function properly and all other matters affecting proper operation of the vending machines, and further shall permit only authorized agents of the Contractor to remote, open or adjust the machine.

3.4.24 UMDNJ/ Facilities Manager reserves the final selection of the types of vending machines and where they will be located.

3.4.25 Prices will be approved by the Facilities Manager or an individual designated by UMDNJ.

3.4.26 Prior approval for additional vending machines must be received from the Cafeteria Manager. The Cafeteria Manager has the right to require additions to vending machines, the prices of which shall be subject to prior approval of the Cafeteria Manager.

Past sales at the SOM cafeteria, catering and vending services does not guarantee future sales at SOM, UMDNJ.

**THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF
SECTION 3.4 ____Y____N**

3.5 CAFETERIA SERVICES SPECIFICATIONS

Past sales at the SOM cafeteria, catering and vending services does not guarantee future sales at SOM, UMDNJ.

3.5.1 The cafeteria must open at 7:30 A.M and close at 2:30 P.M.

3.5.2 The Cafeteria menu must offer a Continental breakfast with:

- a) fresh fruit
- b) fruit juice
- c) yogurt bar
- d) fresh baked breads and pastries
- e) hot and cold cereals (Cafeteria Only)
- f) assorted beverages

3.5.3 The cafeteria menu must have a full breakfast service grill.

3.5.4 The Cafeteria luncheon menu must offer the following:

- a) The choice of two soups
- b) a delicatessen bar- all deli meats must be Boar's head brand or approved equal. Tuna must be white meat.
- c) a grill station
- d) a complete salad bar
- e) a complete fruit and yogurt bar
- f) a pizza station

3.5.5 The cafeteria luncheon menu must have hot selections and daily specials.

3.5.6 The cafeteria menu shall also offer desserts and beverages.

3.5.7 The cafeteria menu must offer the following cold beverages:

- a) Milk
- b) Soda
- c) Juices
- d) Fountain soda

3.5.8 The cafeteria must offer the following hot beverages:

- a) Coffee regular, decaffeinated and flavored
- b) Hot water for tea and hot chocolate

3.5.9 The contractor must provide assorted snacks such as:

- a) Rice Krispie treats
- b) Energy Bars
- c) Cookies
- d) Pretzels
- e) Potato Chips

3.5.10 The contractor must provide desserts such as:

- a) Fruit Salad
- b) Assorted Fresh Fruit
- c) Jello
- d) Various puddings
- e) Pie or cake (slices)

3.5.11 The Cafeteria service shall be completely disposable except for the trays. The service ware shall be polyurethane and must be recyclable.

Past sales at the SOM cafeteria, catering and vending services does not guarantee future sales at SOM, UMDNJ.

**THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF
SECTION 3.5 ____Y____N**

3.6 COFFE CART SERVICES SPECIFICATIONS

Past sales at the SOM cafeteria, catering and vending services does not guarantee future sales at SOM, UMDNJ.

3.6.1 The coffee cart must open at 9:00 A.M and close at 1:00 P.M.

3.6.2 The Coffee Cart luncheon menu must offer the following:

- a) Prepared and packaged sandwiches and wraps.
- b) Prepared and wrapped salads (garden, tuna, chicken, egg.)
- c) Hot dogs
- d) Bags of potato chips, pretzels, corn chips, etc.

3.6.3 The Coffee Cart menus must offer the following hot beverages:

- a) Coffee regular, decaffeinated and flavored
- b) Hot water for tea and hot chocolate

3.6.4 The Coffee Cart service shall be completely disposable except for the trays. The service ware shall be polyurethane and must be recyclable.

Past sales at the SOM cafeteria, catering and vending services does not guarantee future sales at SOM, UMDNJ.

THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.6 ____Y____N

3.7 CONTRACT STANDARDS AND GUIDELINES

3.7.1 The Contractor shall adhere to the following standards and guidelines in preparation, production and service areas:

3.7.2 The Contractor must clean all kitchen surface, tray service areas and equipment on a continuous basis and following each meal period.

3.7.3 The Contractor must keep public areas free from hazardous conditions.

3.7.4 The Contractor must adhere to sanitation regulations for ware washing, recommended temperatures, or the use of chemical sanitizers.

3.7.5 The Contractor must clean kitchen area floors, walls and vents as required.

3.7.6 The Contractor must clean and bus the dining areas before and during the service hours to maintain the dining room in a clean and orderly fashion. Tables and chairs are to be aligned and cleaned.

3.7.7 The Contractor is responsible for regular cleaning services in all areas used by the Contractor, i.e., the dining rooms, and offices. The Contractor is responsible for the kitchen and the cafeteria.

THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.7 ____Y____N

3.8 Use of Contractor's Off-Premise Facilities (If Any)

3.8.1 The Contractor may utilize centralized food preparation and/or storage sources (commissary) located elsewhere from which distribution is made to facilities operated by the Contractor. The use of such centralized food preparation and/or storage sources is expected to comply with UMDNJ standards of quality and service and is subject to UMDNJ's inspection and approval.

THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.8 ____Y____N

3.9 PERSONNEL REQUIREMENTS

3.9.1 The Contractor shall employ a minimum of one site Food Service Manager responsible for all food service functions at UMDNJ's facility as specified in this Request for Proposal. The manager should have a Baccalaureate Degree from an accredited College or University in food nutrition; food services management or related area or has at least four years of experience in food services and management and successful completion of food management certification. UMDNJ reserves the right to approve any full food service manager or any assistant manager proposed by the Contractor before and after the contract becomes effective. The job qualifications and resumes of manager and assistant manager shall be on file in the office of the contract manager.

3.9.2 The Manager will have a high degree of management expertise, as evidenced by prior food service management duties involving University, conference center and institutional type food service, high quality food production and service, and effective financial control.

3.9.3 The Contractor will recruit, train, supervise, direct, discipline, and if necessary, discharge any and all personnel working in the food services facilities employed by the Contractor.

3.9.4 The Contractor shall require employees to comply with all instructions, policies, parking policy requirements regulations, and codes of conduct as specified by UMDNJ.

3.9.5 The Contractor will comply with all Federal; State and local regulations including non-discrimination in hiring and employment practices.

3.9.6 The Contractor shall require all employees to meet appropriate health standards prescribed by municipal/State/Federal laws and regulations. All food service employees assigned to duty in the facilities covered by this RFP must agree to submit to health examinations before being hired and periodically as required by law. They are to submit to the Contract Administrator or his designee satisfactory evidence of compliance with meeting all health regulations.

3.9.7 Employees of the Contractor shall be appropriately uniformed when performing their work assignment at the facility. The term appropriate uniform is interpreted to include all apparel, visible nametags, hats, hairnets, etc. The Contractor must submit samples of the uniforms and other apparel of all service personnel for approval by the Contract Administrator. The cost of all uniforms and subsequent maintenance shall be borne by the Contractor.

3.9.7.1 The employees of the Contractor may not wear “street clothes” in any area visible by cafeteria or catering patrons but must wear the approved uniform so as to present a “clean” appearance.

3.9.8 The Contractor shall require all employees to utilize authorized and designated entrances and exits during working hours.

3.9.9 The Contractor shall restrict employees to assigned spaces during working hours.

3.9.10 The Contractor shall provide at all times adequately trained personnel to maintain the high quality of food service as required by UMDNJ. A trained relief staff shall be available to substitute for the Contractor’s regular personnel during their absence.

3.9.11 The Contractor shall assure the Manager or an assigned assistant, and a dietary staff will be on site during all hours the food facilities are open, including catering service.

3.9.12 The Contractor shall bear financial responsibility for any vandalism or loss due to dishonest acts on the part of the employees.

3.9.13 All deliveries to the Contractor shall be through the receiving platform. Contractor will be responsible to assure UMDNJ that suppliers are to comply with delivery area regulations, and utilize assigned elevator only.

3.9.14 Labor Relations

3.9.14.1 The Contractor shall be responsible for its own labor relations with any trade or union represented among its own employees and shall negotiate and be responsible for adjusting all disputes between itself and its employees or any union representing such employees. The Contractor shall extend those provisions to all subcontractors.

3.9.14.2 The Contractor shall notify the Contract Administrator of impending labor, employee, and operational problems or any other circumstances that could adversely affect the operation of the food service facilities.

3.9.14.2.1 The Contractor shall continue to provide services under the contract in the event of strikes and other labor disturbances and disaster support.

3.9.14.3 The Contractor shall supply food service staff with University hang tags as specified in University Parking Policy at the Contractor's expense.

3.9.15 Customer Service

3.9.15.1 Customer satisfaction shall be monitored on an ongoing basis, and a survey mechanism shall be in place that produces quarterly summaries. As part of its quality assurance activities, the dietary service shall maintain a log detailing problems identification, action and follow-up.

THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.9 ____Y____N

3.10 PROVISIONS

3.10.1 The Contractor shall be responsible for the supplying of all provisions, beverages, and cleaning supplies as required at the Contractor's cost. The Contractor shall take advantage of all available trade, cash, and quality discounts. All food items are to be identified with the quality of each item listed and the grade to be purchased. All food supplies shall meet or exceed all local, county, state and federal regulations and laws.

3.10.2 All cleaning supplies shall be properly labeled and identified to meet all right to know and OSHA regulations.

3.10.3 MSDA (Material Safety Data) sheets shall be on file in the Food Service Manager's office.

THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.11 ____Y____N

3.12 CONTRACT SPECIFIC REQUIREMENTS: Bidder must complete section 7.6.

3.12 1 The Contractor shall be responsible to provide a variety of high quality and nutritious foods at reasonable prices.

3.12.2 The Contractor must develop innovative menus, which emphasize nutrition, variety, and quality for all diet needs. Bidder must complete section 7.7.

3.12.3 The Contractor must offer daily specials that are synonymous with theme days such as holidays and special events.

3.12.4 The Contractor shall utilize food displays and merchandising techniques to ensure customer satisfaction.

3.12.5 The Contractor shall offer menus that compliment the stature of UMDNJ integrated with the realistic need to economize on space, utilities, and labor costs.

3.12.6 The Contractor must be able to produce the menu with the staffing submitted by the Contractor and the equipment available on UMDNJ premises as specified.

3.12.7 The menu boards must be prominently displayed at the service areas in cafeteria.

3.12.8 Descriptions of daily specials are to be graphically merchandised and placed at the entrance.

3.12.9 Contract Administration

3.12.9.1 The Contractor's Account Manager shall interface at the site with the designated Contract Administrator (s). The designated Contract Administrator may be changed at the option of UMDNJ by a written notice to the Contractor without formal contract amendment. All notices, requests, and other formal communication under the contract shall be given to or by the Contract Administrator.

3.12.9.2 The Faculties Administrator shall approve all changes.

3.12.9.3 The Contractor shall offer special program menus.

3.12.9.4 The Contractor shall offer special occasion menus.

3.12.9.5 The menus must display the entire week selections on one sheet. Menus shall be provided to the Contract Manager (or designee) prior to the serving week so that the menu can be posted on the associated school's webpage.

3.12.9.6 The menus must indicate those items, which are offered every day, and those items, which will change.

3.12.9.7 The Contractor must maintain a master listing of support documentation to develop menus, recipe files, and nutrient analysis.

3.12.9.8 The Contractors menu shall be organized by the day of the week.

3.12.10 Licenses and Permits

3.12.10.1 The Contractor shall, without additional expense to UMDNJ be responsible for obtaining any necessary licenses and for complying with any and all applicable local, state, and federal sanitation laws, codes and regulations in connection with the performance of services specified herein.

**THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF
SECTION 3.12 ____Y____N**

3.13 PORTIONS/PRICING

3.14.1 It shall be the responsibility of the Contractor to review, establish, and control the pricing and portion sizes of all items available for sale in the food service facilities subject to final approval by the UMDNJ Contract Administrator. A copy of any recommended changes in the pricing and or portion size with justification must be sent to the Contract Administrator. The Contractor shall offer a simple, nutritious lunch that will be priced at five (\$5.00) or less every day.

**THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF
SECTION 3.13 ____Y____N**

3.14 WASTE REMOVAL

3.14.1 The Contractor will be responsible for properly containerizing trash and removing it to compactor area at the recycling dock in rear of building. The University will be responsible for disposal of the compacted trash.

**THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF
SECTION 3.14 ____Y____N**

3.15 CATERING SPECIFICATIONS

Past sales at the SOM cafeteria, catering and vending services does not guarantee future sales at SOM, UMDNJ.

3.15.1 The Contractor must be able to provide Catering Services upon request. The items ordered are to be from the catering menu unless agreed to by Contractor and UMDNJ in advance. The bidder must complete section 7.8.

3.15.1.1 The Contractor must provide catering services as outlined in a printed catering menu.

3.15.1.2 The catering services must offer a complete line of high quality services for departmental and staff meetings. These meetings are generally held in conference rooms located throughout the Stratford campus.

3.15.1.3 The Contractor shall provide staff to deliver and set up the catering. If required the Contractor must not provide any catering services without a valid University Purchase Order number in place to cover the expenses of the requested services.

3.15.1.4 The Contractor must provide the china, glass and the silver service if requested.

3.15.1.5 The Contractor must provide linen table clothes, skirts and napkins if requested.

3.15.1.6 The Contractor must offer a quality menu selections served attractively on china, glass and or silver service ware (if requested).

3.15.2 Catering Invoice procedures

3.15.2.1 Invoices for all catering services must be signed by the requesting department prior to submission for payment.

3.15.2.2 The Contractor must offer a quality menu selections served attractively on china, glass and or silver service ware (if requested).

3.15.2.3. All catering invoices submitted to any UMDNJ department for payment must include a purchase order number from which the charge will be paid. The purchase order number must be provided by the requesting UMDNJ department prior to receiving any catering and/or cafeteria services. Catering and/or Cafeteria Services provided without a purchase order is a procurement violation and not considered subject to payment by the UMDNJ.

3.15.2.4 Services provided to non-UMDNJ agencies or groups are not subject to this requirement. UMDNJ is not responsible for payment of services provided to any non-UMDNJ entity.

3.15.2.5. Catering and/or cafeteria service invoices must be submitted for payment within 10 days of the provision of service. Non-payment of submitted invoices must be brought to the attention of the contract administrator in writing no later than 60 days past the date of the initial invoice submission in order to insure payment. Notification of past-due invoices beyond the 60 day period may result in a loss of payment for services rendered.

THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.15 ____Y____N

3.16 UNANNOUNCED INSPECTION OF THE FOOD SERVICES FACILITIES

3.16.1 The Contractor shall be subjected to periodic, unannounced audits of the food service facilities by a representative of UMDNJ. The audit shall specifically include a comprehensive review of the following.

- a) Service quality, attentiveness, and courteousness
- b) Food quality, presentation, and merchandising
- c) Sanitation practices and conditions
- d) Personnel appearance
- e) Training program techniques, schedules and records
- f) Safety conditions
- g) Operation performance from a financial perspective
- h) Operation performance from a customer perspective
- I) Other related operational conditions and/or practices, which may include on site inspection of contractor's food receiving and storage facilities.

3.16.2 A report as a result of the audit will notify the Contractor of conditions needing correction or improvement.

THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.16 ____Y____N

3.17 FINANCIAL REQUIREMENTS

3.17.1 Audit of Facility

3.17.1.1 The Contractor shall keep accurate, complete and current records of all revenues and expenses in connection with the operation of the food facility in mutually agreed format. Such revenues and expenses shall be supported by cash register tapes, invoices, sales slips, bills, vouchers, payroll records, purchase orders, and other pertinent records that, under recognized accounting and industry practices, contain information bearing upon or relating to cost, income, gross sales, or profits. This information shall be available for three (3) years subsequent to the Contractor's fiscal year for inspection by UMDNJ during regular working hours and shall be subjected to audit by UMDNJ or its agents at any reasonable time.

3.17.2 General Accounting

3.17.2.1 The Contractor shall operate on the basis of a fiscal year (July 1 to June 30) consisting of twelve (12) accounting periods. The Contractor is to coordinate financial reports to meet the accounting need of UMDNJ. The Contractor shall furnish the Contract administrator with a statement of net sales and expenses in connection with the operation of the food facility covered by this Contract, showing monthly and year to date the actual and budgeted food costs, labor costs including the account manager, fringe benefits, payroll taxes, and expenses which are properly allocable to the operation as indicated in the Financial Bidding Format.

3.17.2.2 The Contractor is required to maintain accounting records and other evidence pertaining to cost incurred on the program and to make the records available to UMDNJ at all reasonable times during the contract period and for three (3) full years from the date of final payment.

3.17.3 UMDNJ request that the Contractor allocate revenue and expenses and present separate operating statements for the following:

- a) Cafeteria Operations
- b) Catering services for SOM
- c) Vending
- d) Coffee Cart

3.17.4 Financial Reporting

3.17.4.1 UMDNJ will retain supervision over activities of the Contractor with respect to the provisions of the contract and shall have the right to inspect and audit the Contractor's account pertaining to UMDNJ and to make such other additional inspections or audits as may be deemed necessary to insure compliance by the Contractor with all provisions of the contract.

3.17.5 Collection of Receipts

3.17.5.1. The Contractor shall collect and retain all receipts of food and beverages in the SOM cafeteria and shall be responsible for the safe keeping and banking of these receipts. These receipts are considered part of the compensation to the Contractor for management services rendered and commission to be paid to UMDNJ/SOM. The retention of these receipts does not create a partnership of joint venture between the parties nor does it in any manner constitute the Contractor as the owner of the premises or the operation of the cafeteria. Cafeteria prices will be established by mutual agreement.

3.17.5.2 All sales are considered to be sales of the facility and the Contractor. The Contractor shall be responsible for reporting and paying of sales tax imposed, if any on behalf of the facility.

3.17.6 Ownership of Material:

3.17.5.1 Ownership of all material and documentation originated and prepared by UMDNJ pursuant to this contract shall belong exclusively to UMDNJ.

THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.17 ____Y____N

3.18 PROCEDURAL REQUIREMENTS AND AMENDMENTS:

3.18.1 The Contractor shall comply with all procedural instruction that may be issued from time to time by UMDNJ. Should the Contractor find, at any time during the term of the contract, that existing conditions make modifications desirable in requirements covering any part of the installation; they shall promptly report such matters to UMDNJ for consideration and decision. The Contractor, or his authorized representative, shall meet quarterly with representatives of UMDNJ to discuss all services, including prices and possible revision of same, and to make amendments of changes in procedures and operations as may be necessary and mutual advantages.

THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.19 ____Y____N

3.19 OPERATING BUDGET

3.19.1 On or before the beginning of each fiscal year, the Contractor shall submit to the Facilities Administrator estimated maintenance and repair costs associated with operation of cafeteria and kitchen as it applies to University owned equipment.

THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.19 ____Y____N

3.20 Authorized Operating Expenses

3.20.1 The items of expense listed below, incurred in accordance with the provisions of this agreement, shall be paid for by the Contractor. The expenses are considered usual food service net operating expenses. Specifically operating expenses authorized may include but not necessarily be limited to the following.

- a) Cost of food and beverage.
- b) Salaries and wages.
- c) Payroll taxes.
- d) Employee benefits (including meals).
- e) Uniforms and Laundry (includes linen replacement).
- f) Paper supplies.
- g) Cleaning supplies.
- h) Office supplies (e.g., postage, first aid supplies, etc.).
- i) Direct operating supplies (e.g., replacement of china, glass, flatware, trays etc.).
- j) Insurance
- k) Other (e.g.), telephone, permit/license, and others that apply only to on-site expenses).
- l) Rent and Equipment amortization.
- m) Other expenses including contractor overhead.

The issuance of a contract does not guarantee that a specific amount of profit will be made from the food services department at the SOM/ UMDNJ cafeteria in Stratford.

**THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF
SECTION 3.20 ____Y____N**

3.22 Revenue and Expense

3.22.1 UMDNJ requests that the Contractor allocate revenue and expenses and present separate operating statements for the Cafeteria Operations.

THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.22 ____Y____N

3.23 COMMISSIONS TO SOM/UMDNJ

3.23.1 The Contractor shall guarantee to UMDNJ/SOM a return of at least **\$10,000.00** a year or a percentage of the gross receipts, whichever happens to be the greatest. Reconciliation and payment to SOM/UMDNJ shall be made within 30 (thirty) days from the end of each quarter. The Contractor shall make all payments to the SOM/UMDNJ.

3.23.2 All sales are considered to be sales of the Contractor. The Contractor shall be responsible for the reporting and paying of sales taxes imposed, if any.

3.23.3 The Contractor must separate the four (4) commissions: cafeteria, catering, coffee cart and vending.

3.23.4 The Contractor must include a description of any administrative fees payable by UMDNJ as a fixed dollar amount.

3.23.5 The Contractor shall maintain quarterly inventory and shrinkage records, in format approved by UMDNJ, of all small wares and monthly inventory, purchase, and usage records of food, provisions, and supplies.

3.23.5.1 The quarterly inventory shall be submitted to the Contract Administrator. On the anniversary date of the contract or the termination date of the contract, a joint inventory of all equipment and small wares shall be taken.

THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.23 ____Y____N

3.24 REVENUES

3.24.1 “Sales” shown on the Food Service Pro Forma Statement shall define net sales (gross sales minus any applicable taxes). “Sales” are to include Cafeteria Service and Catering.

THE BIDDER HAS READ AND SHALL FULFILL THE REQUIREMENTS OF SECTION 3.24 ____Y____N

4.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

4.1 Contract Term and Extension Option

4.1.1 Contract Term

The contract will be awarded for three years (3) commencing from the date of award. If delays in the bid process result in an adjustment of the anticipated contract effective date, the bidder agrees to accept a contract for the full term of the contract.

SOM/UMDNJ shall be invoiced individually for special functions, charge meals and transfers. Special functions and transfers shall be invoiced at the Contractor's direct cost. Charge meals shall be invoiced at the cafeterias pricing. SOM/UMDNJ will submit to the Contractor an itemized listing of all facility direct charges, on quarterly bases. Direct charges will be telephone expenses and renovations or changes to offices or storerooms. Upon receipt the Contractor agrees to credit the food services invoice for such facility direct expenses. In the event the facility direct expenses exceed or are greater than the Contractor's invoice, the Contractor shall remit full payment within thirty (30) days after receipt of itemized facility direct expenses.

The Contractor must submit all commissions to be paid to SOM/UMDNJ on a quarterly base. All payments must be submitted to the facility/Contract manager.

4.1.2 Contract Extension Option

This contract may be extended for two (2) one year options. Any extension of this contract under this provision will be put into effect by mutual agreement between the University and the Contractor, with written notification being provided to the Contractor by the University. The original terms and conditions will remain in effect for any extension period. Unless otherwise noted in this RFP (or any Addendum thereto), pricing for each optional year is to remain the same as the final year of the original contract term.

4.2 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 Vice President, until new services can be completely operational. The Contractor acknowledges its responsibility to cooperate fully with the replacement Contractor and UMDNJ to ensure a smooth and timely transition to the replacement Contractor. Such transitional period shall not extend more than ninety (90) 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 UMDNJ.

4.3 Precedence of the University's Standard Terms and Conditions

The contract resulting from this procurement shall consist of this RFP (including UMDNJ's Standard Terms and Conditions); any addendum to this RFP, the Contractor's bid proposal and UMDNJ's Contract Term Sheet.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

Unless specifically noted within this RFP, UMDNJ's Standard Terms and Conditions take precedence over the Special Terms and Conditions contained in this Section of the RFP. The Standard Terms and Conditions in effect for this procurement can be found at the following Internet address: www.umdj.edu/purchweb

The version of the Standard Terms and Conditions that apply to this procurement is as follows:

- 1) If a mandatory event is conducted as part of this procurement (e.g., mandatory pre-bid conference, mandatory site visit, etc.), the Standard Terms and Conditions that apply to this procurement are those that are posted on the Web site referenced above on the business day prior to the mandatory event; or,
- 2) If no mandatory event is conducted as part of this procurement, yet an addendum is issued (e.g., in response to questions from bidders), the Standard Terms and Conditions that apply to this procurement are those that are posted on the Web site referenced above on the business day prior to the date of issuance of the addendum; or,
- 3) If no mandatory event is conducted and no addendum is issued for this procurement, the Standard Terms and Conditions that apply to this procurement are those that are posted on the Web site referenced above on the business day prior to the bid opening date.

In the event of a conflict between the provisions of this RFP, including UMDNJ's Standard Terms and Conditions and the Special Terms and Conditions contained in this Section, and any addendum to the RFP, the addendum shall govern.

4.4 Insurance

The insurance to be provided by the Contractor shall be as follows:

- **Commercial General Liability Insurance** - including contractual liability endorsement, subject to primary limits of coverage of not less than \$1,000,000 per occurrence/\$1,000,000 annual aggregate. If applicable, XCU coverage may be required;

- **Automobile Liability Insurance** – covering owned, non-owned and hired vehicles with not less than \$1,000,000 for bodily injury and property damage;

- **Excess Liability Insurance** - subject to an additional limit of liability of not less than \$1,000,000 per occurrence/\$1,000,000 aggregate excess of the primary policy;
- **Workers' Compensation Insurance** - statutory coverage and including employers liability coverage of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate;
- **Additional Insured** - UMDNJ to be named as additional insured ATIMA with respect to Commercial General, Automobile and Excess Liability Insurance provided by contractor pursuant to this proposal/contract;
- **Errors and Omissions Liability insurance** - with limits of \$1million/\$1million; UMDNJ to be named as additional insured ATIMA with respect to services provided by contractor pursuant to this proposal contract. If applicable, this insurance may be required.
- All insurers affording coverage are to be licensed to conduct the business of insurance within the State of New Jersey and to be rated not less than A- by Bests Insurance Rating Service.
- **UMDNJ is to be named as certificate holder with respect to all afore-mentioned insurance coverages.**
- **All Insurance coverages shall remain in effect throughout the course of the contract. Contractor shall be responsible for any and all future claims, litigation, damages, liabilities, whatsoever, which may arise as a result of Contractor's performance of services pursuant to this contractual agreement.**

All required commercial general liability insurance and any required pollution liability insurance coverage shall be maintained throughout the course of the project. Failure to maintain said insurance coverage shall be deemed sufficient cause to immediately terminate the contract without having to show additional cause. Further, said liability insurance coverages shall be subject to an extended reporting period of not less than six years following the completion of the contract/project and, also, shall include completed operations coverage for a period of not less than six years following the completion of the project /contract.

4.5 Departure From Bid Specifications or Terms and Conditions

Notwithstanding the forgoing, a bidder's proposal may be deemed **NON-COMPLIANT AND BE REJECTED** and/or be found **non-responsive** if the change is a material departure from the bid specifications or the terms and conditions of this RFP. A material departure occurs when the change increases the likelihood that the waiver from compliance with the RFP is capable of giving the appearance of corruption or favoritism, or encouraging excessive spending or is likely to affect the amount or price of the bid or to influence any potential bidder to refrain from bidding or is capable of affecting the ability of the University to make a bid comparison, or is unacceptable to the University. The determination of material departure shall be in the sole discretion of the University.

4.6 Contract Amendment

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the Contractor and the Vice President.

4.7 Contractor Responsibilities

The Contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that UMDNJ may have arising out of the Contractor's performance of this contract.

4.8 Substitution of Staff

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor will identify the substitute personnel and the work to be performed.

The Contractor must provide detailed justification documenting the necessity for the substitution. Résumés must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The Contractor shall forward a request to substitute staff to the Vice President, through the University's Project Manager, for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the Vice President, through the University's Project Manager.

4.9 Substitution or Addition of Subcontractor(s)

If it becomes necessary for the Contractor to substitute and/or add a subcontractor, the Contractor will identify the proposed new subcontractor and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution or addition.

The Contractor must provide detailed résumés of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge ability and experience relevant to that part of the work, which the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of a similar subcontractor proposed by the Contractor in its bid proposal.

The Contractor shall forward a request to substitute/add a subcontractor to the Vice President, through the University's Project Manager, for consideration and approval. No substitution or addition of a subcontractor is authorized until the Contractor has received written approval to proceed from the Vice President, through the University's Project Manager.

4.10 Ownership of Material

All data, technical information, materials gathered, oriented, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of UMDNJ and shall be delivered to UMDNJ upon 30 days notice by UMDNJ.

With respect to software computer programs and/or source codes developed for UMDNJ, the work shall be considered "work for hire," i.e., UMDNJ, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed.

4.11 Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by UMDNJ to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the Contractor's suspension or debarment from UMDNJ contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

4.12 News Releases

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without prior written consent of the Vice President for Advancement and Communications.

4.13 Advertising

The Contractor shall not use UMDNJ's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Vice President Advancement and Communications.

4.14 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 UMDNJ with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations shall have been included by the Contractor in its bid proposal.

4.15 Claim and Remedies

4.15.1 Claims

The following shall govern claims made by the Contractor regarding contract award rescission, contract interpretation, Contractor performance and/or suspension or termination.

Final decisions concerning all disputes relating to contract award rescission, contract interpretation Contractor performance and/or reduction, suspension or termination are to be made in a manner consistent with the University policy. The Vice President's final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

All claims asserted against UMDNJ by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

However, any claim against UMDNJ relating to a final decision by the Vice President regarding contract award rescission, contract interpretation, Contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A. 59:8-8 or 59:13-5 shall not commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Vice President was improper.

4.15.2 Remedies

Nothing in the contract shall be construed to be a waiver by UMDNJ of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in writing executed by the Vice President.

4.16 Form of Compensation and Payment

UMDNJ's payment terms are Net 45 days.

The cafeteria and coffee cart and catering and vending must be a stand-alone operation. The University of Medicine and Dentistry of New Jersey (UMDNJ) or The School of Osteopathic Medicine (SOM) shall not subsidize the cafeteria, the coffee cart, the catering and the vending machines. This Contract shall be a profit sharing agreement with the Contractor and The University of Medicine and Dentistry of New Jersey (UMDNJ) and The School of Osteopathic Medicine (SOM).

The Contractor must submit invoices to UMDNJ with supporting documentation for all University catering functions evidencing that the services for which payment is sought has been satisfactorily completed. All invoices must be approved by UMDNJ before payment will be authorized.

The Contractor must submit all commissions to be paid to SOM/UMDNJ on a quarterly base. All payments must be submitted to the facility/Contract manager.

The Contractor must submit invoices to UMDNJ with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the contract or purchase order number and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheet. When applicable, invoices should reference the appropriate RFP price sheet line number from the Contractor's bid proposal. All invoices must be approved by UMDNJ before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

4.17 Additional Work and/or Special Projects

In the event that the need for additional work and/or a special project arises, UMDNJ will submit such a request to the Contractor in writing. The Contractor must present a written proposal to perform the additional work/special project to UMDNJ. The proposal should provide justification for the necessity of the additional work/special project. The relationship between the additional work/special project being requested and the work required by the Contractor under the base contract must be clearly established by the Contractor in its proposal for performing the additional work/special project. The Contractor's written proposal must provide a detailed description of the work to be performed, broken down by task and subtask. The proposal should contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt of the Contractor's written proposal, it shall be forwarded to the Vice President for written approval. Complete documentation from the using agency, confirming the need for the additional work/special project, must be submitted.

No additional work and/or special project may commence without the Vice President's written approval. In the event the Contractor proceeds with additional work and/or special projects without the written approval of the Vice President, it shall be at the Contractor's sole risk. UMDNJ shall be under no obligation to pay for work done without the Vice President's written approval.

4.18 Option to Reduce Scope of Work

UMDNJ has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Vice President shall provide advanced, written notice to the Contractor.

Upon receipt of such written notice, the Contractor will submit, within five (5) working days to the Vice President, an itemization of the work effort already completed by task or subtasks. The Contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

4.19 Suspension of Work

The Vice President may, for valid reason, issue a stop order directing the Contractor to suspend work under the contract for a specific time. The Contractor shall be paid until the effective date of the stop order. The Contractor shall resume work upon the date specified in the stop order, or upon such other date as the Vice President may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor's approved schedule of performance. The Vice President and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

4.20 Change in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the Contractor shall advise the Vice President in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Vice President and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

4.21 Performance Bond

No performance bond is required under this contract.

4.22 Late Delivery and Liquidated Damages

Not applicable under this contract.

4.23 Retainage

Not applicable under this contract.

4.24 SmallBusiness Subcontractor Utilization Plan

Not applicable under this contract.

4.25 Requirements of PL 2005, Chapter 51/ Executive Order 117 Vendor Certification and Disclosure of Political Contributions

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Public Law 2005, c.51, was signed into law on March 22, 2005. On September 24, 2008, Governor Corzine issued Executive Order 117, which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in procurement. The Executive Order builds upon the provisions of Chapter 51. Pursuant to the requirements of Public Law 2005, c.51, and Executive Order 117, all bidders must submit the Two-Year Chapter 51/Executive Order 177 Vendor Certification and Disclosure of Political Contributions with their bid proposal. See Section 9 of this RFP for the certification form. The form and instructions for completion of the form may be found at http://.umdnj.edu/purchweb/employees/employ36_forms_policies.htm .

4.25.1 State Treasurer Review

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the Contractor. If the State Treasurer determines that any contribution or action by the Contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation the State Treasurer shall disqualify the Business Entity from award of such contract.

4.26 New Jersey Election Law Enforcement Commission Requirement

The Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, section 3) if the Contractor receives in excess of \$50,000 from a public entity in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

4.27 Federal and State Laws and Regulations Regarding Healthcare

The University is committed to compliance with all federal and state regulations regarding healthcare, including but not limited to licensing, Stark and anti-kickback laws, Medicare and Medicaid regulations. All services provided under this bid and the contract award under this bid must comply with all applicable laws. In addition, if a violation comes to the attention of either party, or any changes in the laws or regulations occurs which make the bid or contract entered into between the parties as a result of the bid, to be in violation of any applicable law, then the agreement shall be amended to address the violation or to comply with the change, or terminated if amending will not resolve the violation. The University shall have the option to amend the contract resulting from the RFP in order to comply with all applicable local, State and Federal laws, rules and regulations.

5.0 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

5.1 General

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to read thoroughly and to follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive.

Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

5.2 Proposal Delivery and Identification

In order to be considered a bid proposal must arrive at the Department of Purchasing Services in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. UMDNJ regulations mandate that late proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the Request for Proposal identification number, final bid opening date and the buyer's name.

5.3 Number of Bid Proposal Copies

Each bidder must submit one (1) complete original bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder should also submit five (5) full, complete and exact copies of the original. The copies required are necessary in the evaluation of the bid. It is suggested that the bidder make and retain a complete copy of its bid proposal.

5.4 Proposal Form and Content

The proposal should follow the format indicated in the following Sections of this RFP. The bidder should limit their response to one volume, if at all possible, with that volume divided into four (4) sections as indicated below.

5.5 Section 1 – Forms

5.5.1 Ownership Disclosure Form

The bidder must complete the attached Ownership Disclosure Form. A complete Ownership Disclosure Form must be received prior to, or accompanying, the bid. Failure to do so will preclude the award of a contract.

5.5.2 MacBride Principles Certification

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another bidder.

5.5.3 Affirmative Action

The bidder should complete the attached Affirmative Action Employees Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate, or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition of entering into a valid and binding contract.

5.5.4 Set-Aside Contracts

Not applicable under this Contract.

5.5.5 Bid Bond

Not applicable under this Contract.

5.5.6 Business Associate Agreement

The bidder should complete the attached Business Associate Agreement, involving the access to protected health information that is considered protected pursuant to federal, state and/or local laws and regulations in accordance with the privacy requirements of the “HIPAA” – Health Insurance Portability and Accountability Act of 1996. The requirement is a precondition of entering into a valid and binding contract.

5.5.7 Business Registration Notice

All New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue, prior to conducting business with the State of New Jersey. Proof of valid business registration must be submitted by a bidder with its bid proposal. Failure to submit such valid business registration with a bid will render the bid materially non-responsive. The business registration form (Form NJ-REG) can be found online at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>

5.5.8 Requirements of PL 2005, Chapter 51/ Executive Order 117 Vendor Certification and Disclosure of Political Contributions

Pursuant to the requirements of Public Law 2005, c.51, and Executive Order 117, all bidders must submit the Two-Year Chapter 51/Executive Order 177 Vendor Certification and Disclosure of Political Contributions with their bid proposal. See Section 9 of this RFP for the certification form. Instructions for completion of the form may be found at http://www.umdny.edu/purchweb/employees/employ36_forms_policies.htm .

5.6 Section 2 – Technical Proposal

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This section of the proposal should contain at least the following information:

5.6.1 Management Overview

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince UMDNJ that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. The narrative should convince UMDNJ that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this Section should be designed to convince UMDNJ that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's proposal will lead to successful contract completion.

5.6.2 Contract Management

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with UMDNJ, including, but not limited to, status meetings, status reports, etc.

5.6.3 Contract Schedule

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable items(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, Pert or other charts is at the option of the bidder.

5.6.4 Implementation Plan

It is essential that UMDNJ move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal an implementation plan, beginning with the date of notification of contract award. Such implementation plan should include the following elements:

5.6.4.1 A detailed timetable for the implementation period. Bidder must complete section 7.1.1. The timetable should be designed to demonstrate how the bidder will have all services available within the time frame indicated in the RFP.

5.6.4.2 The bidder's plan for the deployment and use of management, supervisory or other key personnel during the implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's implementation of the contract within the period specified.

NOTE: The bidder should clearly identify management, supervisory or other key staff that will be assigned only during the implementation period. Bidder must complete section 7.1.4.

5.6.4.3 The bidder's plan for recruitment of staff required to provide all services required by the RFP on the contract start date at the end of the implementation period. The bidder must complete section 7.1.2. The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc., that will be required to fully implement the contract required start date. Bidder must complete section 7.2.

5.6.4.4 The bidder should submit plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the implementation plan.

5.6.5 Budget

The bidder should submit the budget it has developed for providing the services required by this RFP. *This information will be used for evaluation purposes only*, and is intended to provide the University with an additional perspective on how the bidder will allocate financial resources in undertaking the work required by this RFP.

5.6.6 Potential Problems

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

5.7 Section 3 – Organizational Support and Experience

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications and capabilities to perform the services required by this RFP.

5.7.1 Location

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

5.7.2 Organizational Chart (Contract Specific)

The bidder should include a contract organizational chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

5.7.3 Résumés

Detailed résumés should be submitted for all management, supervisory and key personnel to be assigned to the contract. Résumés should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Résumés should clearly identify previous experience in completing similar contracts. Beginning and ending dates should be given for each similar contract. A description of the contracts should be given and should demonstrate how the individual's work on the completed contract related to the individual's ability to contribute to the successfully providing the services required by this RFP. With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and telephone number.

5.7.4 Backup Staff

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must clearly be identified in the proposal as backup staff.

5.7.5 Organization Chart (Entire Firm)

The bidder should include an organizational chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned the contract to the bidder's overall organizational structure.

5.7.6 Experience of Bidder on Contracts of Similar Size and Scope

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to those required by this RFP. A description of all such contracts should include and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the name and telephone number of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.

5.7.7 Financial Capability of the Bidder

The bidder should provide proof of its financial capabilities to undertake and successfully complete the contract. A certified financial statement for the most recent fiscal year and current bank reference(s) are acceptable. If a bidder chooses not to include this information with its bid, this information may be requested from the bidder during the evaluation process. If the bidder is requested to submit this information during the evaluation process, the bidder will be required to submit it, and failure to do so will be cause for finding the bid non-responsive.

5.7.8 Subcontractor(s)

5.7.8.1 Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and, (c) compliance with the requirements of all applicable laws.

5.7.8.2 The bidder should provide detailed description of services to be provided by each subcontractor, referencing the applicable Section or subsection of this RFP.

5.7.8.3 The bidder should provide detailed résumés for each subcontractor's management supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work, which the subcontractor is designated to perform.

5.7.8.4 The bidder should provide documented experience demonstrating that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

5.8 Section 4 – Cost Proposal

5.8.1 Bidders must submit their cost proposal in accordance with the Price Sheet(s) included in this RFP as Section 8.0.

Failure to submit all information required will result in your bid being considered non-responsive. Each bidder is requested to hold its prices firm for a minimum of one hundred twenty (120) days so that an award can be made.

5.8.2 Each bidder should also provide a comprehensive listing of all labor categories that may be used to perform additional work and/or special projects or according to the additional work and/or special project clause(s) of this RFP. Loaded hourly rates are to be submitted for all labor categories that the bidder anticipates may be required to perform additional work and/or special projects.

Failure to include a labor category along with a loaded hourly rate will exclude that category from eligibility to perform additional work and/or special projects under the contract resulting from this RFP. Each bidder may submit labor categories for additional work that are not included in the base proposal to perform the Scope of Work required by this RFP.

Each bidder may also submit any additional price or cost information that the bidder feels may be required to perform any additional work and/or special projects required by this RFP.

ONLY price and costing information provided by the bidder in its original bid proposal submitted in response to this RFP may later be used for additional work and/or special projects to be paid against the contract resulting from this RFP.

6.0 PROPOSAL EVALUATION AND CONTRACT AWARD

6.1 Proposal Evaluation Committee

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments together with representative(s) from the Department of Purchasing Services. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of an outside consultant in an advisory role.

6.2 Oral Presentation and/or Clarification of Bids

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid. The original bid, as submitted, however, cannot be supplemented, changed, or corrected in any way during the evaluation process. No comments regarding other bids are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid. The Purchasing Services' buyer is the sole point of contact regarding any request for an oral presentation or written clarification.

6.3 Evaluation Criteria

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

6.3.1 The bidder's detailed approach and plans to perform the cafeteria services catering and special services required in section 3.8 – 3.12 of this RFP.

6.3.2 The bidder's detailed approach and plans to perform the catering services required in section 3.15 of this RFP.

6.3.3 The bidder's detailed approach and plans to perform the vending machine services required in section 3.16 of this RFP.

6.3.4 The bidder's documented experience and past performance on providing cafeteria, catering and vending services of a similar size and scope in successfully to those required by this RFP.

6.3.5 The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the cafeteria and catering services contract, with emphasis on documented experience preparing and serving food in an environment similar to the size and scope to those required by this RFP.

6.3.6 The overall ability of the bidder to mobilize, undertake and successfully provide the required management of the cafeteria and catering services in this contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.7 The bidder's cost proposal.

6.4 University's Right to Consider Additional Information

6.4.1 The Vice President may obtain any information determined to be appropriate regarding the ability of the bidder to supply and/or render the service required by this RFP.

6.4.2 The Vice President may consider such other factors that, in the opinion of the Vice President, are important in evaluating the bidder's proposal and awarding contracts as determined to be in the best interest of the University.

6.4.3 The University reserves the right to request all bidders to explain the method used to arrive at any or all cost or pricing figures.

6.4.4 When making the contract award decision, the University may consider evidence of formal or other complaints against any bidder(s) by the University for contracts held in the past or present by the bidder.

6.4.5 The University reserves the right to check the bidder's financial capacity and ability to successfully undertake and provide the services required by this RFP by any means deemed appropriate.

6.4.6 The University reserves the right to conduct site inspections of any facility(s) serviced by the bidder(s) to assist in judging the bidder's ability to provide the services required by this RFP. This applies to all facilities services by the bidder or any sub-contractor to the bidder. This right extends to all facilities of which the University is aware, or about which it becomes aware, that the bidder is servicing, whether or not the facility is listed in the bidder's proposal.

6.5 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating bid proposals, the evaluation committee may enter into negotiations with each bidder in the competitive range, unless there are too many highly rated proposals to evaluate efficiently. In this situation, UMDNJ may limit the competitive range to the number of proposals that will permit efficient competition among the most highly rated proposals. The primary purpose of negotiations is to maximize UMDNJ's ability to get the best value, based on the requirements and evaluation criteria set forth in the RFP. Negotiations may involve the identification of significant proposal weaknesses, ambiguities and other deficiencies that could limit a bidder's award potential, including payments. More rounds of negotiations may be held with one bidder in the competitive range than with another. Negotiations will be structured to safeguard information and ensure that all bidders in the competitive range are treated fairly. When the evaluation committee determines to conclude negotiations, all bidders in the competitive range will be so notified and advised of the time and place for submission of best and final offers. The best and final offer can modify any aspect of the bid proposal, provided mandatory RFP requirements are satisfied and further provided that the revised payment proposal is not higher than the original payment proposal. Any revised payment proposal that is not equal to or higher in payment than the original payment proposal will be rejected as non-responsive.

Evaluation of the best and final offers will be on the basis of payment and the evaluation criteria set forth in the RFP. If, after review of the best and final offers, clarification is required, it may be sought from the bidders. If further negotiation is desired after evaluation of the revised proposals, it will be followed by another BAFO opportunity. UMDNJ reserves the right to reassess the competitive range before proceeding with a subsequent round of negotiations and BAFO submissions and to remove from the competitive range any proposal that is no longer considered to be a leading contender for award. After evaluation of the final BAFO submissions, the evaluation committee will recommend to the Vice President for award the responsible bidder(s) whose bid proposal(s), conforming to the RFP, is most advantageous to the State, payment and other factors considered. The Vice President may accept, reject or modify the recommendation of the Evaluation Committee. The Vice President may negotiate further increases in payment with the selected bidder.

Negotiations will only be conducted in those circumstances where they are deemed by UMDNJ to be in UMDNJ's best interests and to maximize the UMDNJ's ability to get the best value. Therefore, bidders are advised to submit their best technical and payment proposals in response to this RFP, because the UMDNJ may, after evaluation, make a contract award based on the content of these initial submissions, without further negotiation with any bidder.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or payment proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

6.6 Contract Award

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to UMDNJ, price and other factors considered. Any or all bids may be rejected when the Vice President determines that it is in the public interest to do so.

6.7 Bidder's Right to Challenge a Contract Award

Except in cases of emergency, bidders have the right to protest a proposed contract award.

A bidder's protest must be submitted to the buyer of record with a copy to the Vice President of Supply Chain Management ("Vice President") within ten (10) days of receipt of notice to the bidder that it did not receive a contract award for its submitted bid proposal or notice that an award had been made to another bidder. The protest period may be shortened by the Vice President of Supply Chain Management. If the protest period is shortened or a protest period is not authorized due to emergency, all bidders will receive notice of the shortened protest period or emergency in the notice sent to bidder on the award of the contract.

Notices of contract award under this section may be faxed, e-mailed, sent by regular mail or by any other means, excluding telephonic communication, conducive to transmitting the notice. If notice is sent by regular mail, the recipient is deemed to have received the notice three (3) days after mailing.

If a bidder files a protest to a contract award under this section, the bidder must set forth in writing with specificity the basis of the protest. At the time of the protest filing, the bidder must also submit all documentation supporting the basis of the protest. Failure to comply with these requirements may lead to rejection of the protest and UMDNJ award of the contract.

The protest will be reviewed and addressed with reasonable promptness. If deemed necessary by Vice President, a hearing may be held on the merits of the protest. In all cases, the Vice President will notify the bidder of the final determination on the protest.

7.0 BIDDER'S DATA SHEETS (FORMS TO BE COMPLETED BY BIDDER)

. The bidder should fully complete and submit the following Bidder's Data Sheets. Failure to satisfactorily complete and submit the Bidder's Data Sheets may result in a determination that your bid is non-responsive, resulting in rejection of your bid.

Bidders are strongly advised to use the Bidder's Data Sheets supplied herein. The bidder should make additional copies, if necessary.

All bidders, including any present or incumbent contractor(s) should submit a detailed gear-up and transition plan with their bid proposal using the Bidder Data Sheets which follow. The plan should be designed to show the University that the bidder would be able to establish complete and satisfactory contract operation on the contract beginning date.

The bidder should show how they plan to make an orderly and efficient transition from the current contract to complete and satisfactory delivery of all services required by the new contract. The Gear-Up and Transition Plan should provide for an orderly and efficient start-up.

The Gear-Up and Transition Plan should be submitted with the proposal using the following sheets. The plan should address, at a minimum, how the following issues will be handled:

7.1 DOES YOUR SUBMISSION MEET ALL OF THE SPECIFICATIONS THAT ARE IN SECTION 3.0 OF THIS RFP? IF NOT, PLEASE WRITE THE SECTION AND THE NUMBER OF ANY SPECIFICATION FOR WHICH A “NO” ANSWER IS GIVEN AND PROVIDE AN EXPLANATION AND OR ALTERNATIVE.

Section 3.1

Section 3.2

Section 3.3

Section 3.4

Section 3.5

Section 3.6

Section 3.7

Section 3.8

Section 3.9

Section 3.10

Section 3.11

Section 3.12

Section 3.13

Section 3.14

Section 3.15

Section 3.16

Section 3.17

Section 3.18

Section 3.19

Section 3.20

Section 3.21

Section 3.22

Section 3.23

Section 3.24

Provide below the bidder's gear-up and transitional plan. The plan should include a detailed timetable for gear-up and transition. The timetable should convince the University that the new contract will be operational on the contract beginning date required. For evaluation purposes only, bidders should use a contract award date of 5/20/08 for the beginning of the gear-up and transitional period. The new contract should begin and be operational of 6/20/08.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Request for Proposal :Provide Cafeteria and Catering and Vending Services for the School of Osteopathic Medicine on the Stratford campus of UMDNJ

- 62 -

The bidder's plan for recruitment and assignment of contractor's required to perform the services, service categories or other work elements as detailed in the Scope of Work of this RFP.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface. The overall appearance is that of a clean, unused piece of stationery.

Request for Proposal :Provide Cafeteria and Catering and Vending Services for the School of Osteopathic Medicine on the Stratford campus of UMDNJ

- 63 -

Provide below the Bidder's Plan for Orientation of New Staff required to perform the services, service categories or other work elements as detailed in the Scope of Work of this RFP.

This image shows a full page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for handwriting practice or general note-taking. There are no margins, text, or other markings on the page.

Request for Proposal :Provide Cafeteria and Catering and Vending Services for the School of Osteopathic Medicine on the Stratford campus of UMDNJ

- 64 -

Provide below the bidder's plan for implementation and use of on-site supervisory staff during the gear-up and transitional period. This plan should show all personnel that will be assigned to manage supervise and monitor your firm's transition to the new contract. NOTE: The bidder should clearly identify management, supervisory or other staff assigned only during the gear-up and transitional period.

This image shows a full page of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Request for Proposal :Provide Cafeteria and Catering and Vending Services for the School of Osteopathic Medicine on the Stratford campus of UMDNJ

- 65 -

7.2 BIDDER'S EQUIPMENT, MATERIALS AND SUPPLIES

The bidder should provide a list showing item name, manufacturer make/brand, model number and proposed use on this contract of all equipment, materials and supplies (including those listed in the RFP as required), that the bidder, in its judgment, feels will be required to successfully provide the services or other work elements as detailed in the Scope of Work of this RFP.

ITEM NAME	MAKE/BRAND AND MODEL NUMBER	PROPOSED USE UNDER THIS CONTRACT

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.3 THE BIDDER'S SANITATION AND SAFETY INFORMATION.

7.3.1 UMDNJ must receive a copy of all health and or safety inspection reports within two days of their receipt by the Contractor.

7.3.2 Briefly describe the approach to sanitation and safety practices and the anticipated program to train and reinforce the standards.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

Explain for each component what foods will be prepared on site (from base ingredients), those that may be prepared off site if any and those that will be convince items.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface. There is no handwriting or other markings on the paper.

Request for Proposal :Provide Cafeteria and Catering and Vending Services for the School of Osteopathic Medicine on the Stratford campus of UMDNJ

- 69 -

[illegible]

Request for Proposal :Provide Cafeteria and Catering and Vending Services for the School of Osteopathic Medicine on the Stratford campus of UMDNJ

- 70 -

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

Prepare a catering menu outlining sample breakfast, lunch and dinner as well as buffet and Hors d'oeuvre.

[illegible]

Request for Proposal :Provide Cafeteria and Catering and Vending Services for the School of Osteopathic Medicine on the Stratford campus of UMDNJ

- 73 -

7.9 LISTING OF POTENTIAL PROBLEMS

The bidder should include below a summary of any areas it anticipates encountering in implementing or providing the services or other work elements as detailed in the Scope of Work of this RFP. The bidder should list problems, which the bidder, in its judgment, feels may become problems. It is important for the bidder to convince the University of its understanding of, and ability to solve, these problem areas.

1. Potential Problem:

2. Show in a brief narrative that you understand the cause and substance of the potential problem. Be specific.

3. Give a specific recommendation on how to address and solve the problem.

[illegible]

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.10 CONTACT INFORMATION

7.10.1 The bidder should provide the location of bidder's business office that will be responsible for management of this contract.

Name: _____
Address: _____

Business Phone Number: (____)-____-____
Business Fax Number: (____)-____-____

7.10.2 The bidder should provide the name(s) and phone number(s) of bidding firm's management personnel to be contacted if problems or emergencies occur (24 hours per day).

Name: _____
Role of this person for this contract: _____

Work Telephone Number: (____)-____-____
Home Telephone Number: (____)-____-____

Name: _____
Role of this person for this contract: _____

Work Telephone Number: (____)-____-____
Home Telephone Number: (____)-____-____

Name: _____
Role of this person for this contract: _____

Work Telephone Number: (____)-____-____
Home Telephone Number: (____)-____-____

Name: _____
Role of this person for this contract: _____

Work Telephone Number: (____)-____-____
Home Telephone Number: (____)-____-____

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.10.3 The bidder should list below the name of the individual that may be contacted at all times if service or information is required from the contractor by the University.

Name: _____
Address: _____

Role of this person for this contract: _____

Work Telephone Number: (____)-____-____
Business Fax Number: (____)-____-____
Home Telephone Number: (____)-____-____

7.4.4 The bidder should list below the name, address and telephone number of the of insurance firm from which it intends to purchase the insurance required for this contract, and a person to contact at this firm.

Name of Insurance Firm: _____

Address of Insurance Firm: _____

Name and telephone number of individual at the insurance company that the University may contact to verify this information:

Name: _____
Telephone Number: (____)-____-____

7.11 BIDDER'S ORGANIZATIONAL CHART

The bidder should provide, using this page, an organizational chart that shows the bidding firm's entire organizational structure. The chart should include actual names and titles. The purpose of this organizational chart is to show the University how the bidder's contract management and on-site supervisors proposed for this contract fit into the overall organizational structure.

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.12 CONTRACTOR'S ORGANIZATION CHART

The bidder should provide, using this page, an organizational chart showing the bidder's organization for this term contract alone. The term contract organization chart should show the bidder's management and on-site supervisor(s) assigned directly to this contract. Show individuals with their names and titles. If subcontractors are proposed, show the subcontractor's management and supervisory personnel with name and titles.

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.13 LISTING OF BIDDER'S MANAGEMENT AND SUPERVISORY PERSONNEL

The bidder should provide a complete list of all contract management and on-site supervisory personnel to be assigned to this contract by the bidder. The bidder should also include subcontractor personnel, if applicable. This list should identify the position/title of each individual assigned and provide a summary of each individual's function and role in the contract.

1. NAME OF INDIVIDUAL ASSIGNED: _____

2. POSITION/TITLE ON THIS CONTRACT: _____

3. PROPOSED FUNCTION/ROLE ON THIS CONTRACT:

1. NAME OF INDIVIDUAL ASSIGNED: _____

2. POSITION/TITLE ON THIS CONTRACT: _____

3. PROPOSED FUNCTION/ROLE ON THIS CONTRACT:

1. NAME OF INDIVIDUAL ASSIGNED: _____

2. POSITION/TITLE ON THIS CONTRACT: _____

3. PROPOSED FUNCTION/ROLE ON THIS CONTRACT:

1. NAME OF INDIVIDUAL ASSIGNED: _____

2. POSITION/TITLE ON THIS CONTRACT: _____

3. PROPOSED FUNCTION/ROLE ON THIS CONTRACT:

1. NAME OF INDIVIDUAL ASSIGNED: _____

2. POSITION/TITLE ON THIS CONTRACT: _____

3. PROPOSED FUNCTION/ROLE ON THIS CONTRACT:

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1. NAME OF INDIVIDUAL ASSIGNED: _____

2. POSITION/TITLE ON THIS CONTRACT: _____

3. PROPOSED FUNCTION/ROLE ON THIS CONTRACT:

[illegible]

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.14 RESUMES FOR BIDDER'S PERSONNEL ASSIGNED TO THIS CONTRACT

The bidder should provide a detailed resume for each contract manager and on-site supervisor(s) to be assigned to this contract as listed in Section 7.7, above. Resumes submitted should also correspond directly to the chart provided in response to Section 7.6.

NOTE: The bidder should submit at least one (1) acceptable resume for the bidder's contract manager. The bidder should submit at least two (2) acceptable resumes for bidder's on-site supervisor(s).

Resumes should emphasize the relevant qualifications and experience of the individuals assigned in successfully providing services similar in size and scope to those required by this RFP. A description of the contract given as a reference should be provided and should show how the individual's work under the contract relates to the services required by this RFP.

Bidders are strongly urged to utilize the format specified below:

7.14.1 RESUME FORM: CONTRACT MANAGER(S)

TITLE OR POSITION PROPOSED FOR THIS CONTRACT: _____

EMPLOYEE'S NAME: _____

YEARS EMPLOYED BY YOUR FIRM: _____

CURRENT POSITION WITH YOUR FIRM: _____

TOTAL YEARS WORKED IN THE INDUSTRY PROVIDING SERVICES REQUIRED BY THIS RFP: _____

EMPLOYMENT DATA: PROVIDE ONLY INFORMATION RELATED TO PRIOR EMPLOYMENT IN THE INDUSTRY PROVIDING SERVICES REQUIRED BY THIS RFP:

1. EMPLOYER NAME: _____

ADDRESS: _____

NAME OF EMPLOYER'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY CONTACT TO VERIFY THIS REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()- -

DATES EMPLOYED: FROM _____ TO _____

LIST TOTAL NUMBER OF EMPLOYEES MANAGED: _____

PROVIDE A BRIEF DESCRIPTION OF DUTIES AT THIS JOB. EMPHASIZE DUTIES THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP: _____

(RESUME FORM: CONTRACT MANAGER(S) CONTINUED ON FOLLOWING SHEET)

2. EMPLOYER NAME: _____

ADDRESS: _____

NAME OF EMPLOYER'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY THIS REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()- -

DATES EMPLOYED: FROM _____ TO _____

LIST TOTAL NUMBER OF EMPLOYEES MANAGED: _____

PROVIDE A BRIEF DESCRIPTION OF DUTIES AT THIS JOB. EMPHASIZE DUTIES
THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP: _____

3. EMPLOYER NAME: _____

ADDRESS: _____

NAME OF EMPLOYER'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY THIS REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()- -

DATES EMPLOYED: FROM _____ TO _____

LIST TOTAL NUMBER OF EMPLOYEES MANAGED: _____

PROVIDE A BRIEF DESCRIPTION OF DUTIES AT THIS JOB. EMPHASIZE DUTIES
THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP: _____

(RESUME FORM: CONTRACT MANAGER(S) CONTINUED ON FOLLOWING SHEET)

CONTRACT MANAGER(S)' RELEVANT EDUCATION AND TRAINING:

(MAKE ADDITIONAL COPIES OF THESE SHEETS IF, NECESSARY)

7.14.2.1 RESUME FORM: ON-SITE SUPERVISOR(S)

TITLE OR POSITION PROPOSED FOR THIS CONTRACT: _____

EMPLOYEE'S NAME: _____

YEARS EMPLOYED BY YOUR FIRM: _____

CURRENT POSITION WITH YOUR FIRM: _____

TOTAL YEARS WORKED IN THE INDUSTRY PROVIDING SERVICES REQUIRED BY THIS RFP: _____

EMPLOYMENT DATA: PROVIDE ONLY INFORMATION RELATED TO PRIOR EMPLOYMENT IN THE INDUSTRY PROVIDING SERVICES REQUIRED BY THIS RFP:

1. EMPLOYER NAME: _____

ADDRESS: _____

NAME OF EMPLOYER'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY CONTACT TO VERIFY THIS REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()-__-__

DATES EMPLOYED: FROM _____ TO _____

LIST TOTAL NUMBER OF EMPLOYEES MANAGED: _____

PROVIDE A BRIEF DESCRIPTION OF DUTIES AT THIS JOB. EMPHASIZE DUTIES THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP: _____

(RESUME FORM: ON-SITE SUPERVISOR CONTINUED ON FOLLOWING SHEET)

2. EMPLOYER NAME: _____

ADDRESS: _____

NAME OF EMPLOYER'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY THIS REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()- -

DATES EMPLOYED: FROM _____ TO _____

LIST TOTAL NUMBER OF EMPLOYEES MANAGED: _____

PROVIDE A BRIEF DESCRIPTION OF DUTIES AT THIS JOB. EMPHASIZE DUTIES
THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP: _____

3. EMPLOYER NAME: _____

ADDRESS: _____

NAME OF EMPLOYER'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY THIS REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()- -

DATES EMPLOYED: FROM _____ TO _____

LIST TOTAL NUMBER OF EMPLOYEES MANAGED: _____

PROVIDE A BRIEF DESCRIPTION OF DUTIES AT THIS JOB. EMPHASIZE DUTIES
THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP: _____

(RESUME FORM: ON-SITE SUPERVISOR CONTINUED ON FOLLOWING SHEET)

ON-SITE SUPERVISOR(S)' RELEVANT EDUCATION AND TRAINING:

(MAKE ADDITIONAL COPIES OF THESE SHEETS, IF NECESSARY)

7.14.2.2 RESUME FORM: ON-SITE SUPERVISOR(S)

TITLE OR POSITION PROPOSED FOR THIS CONTRACT: _____

EMPLOYEE'S NAME: _____

YEARS EMPLOYED BY YOUR FIRM: _____

CURRENT POSITION WITH YOUR FIRM: _____

TOTAL YEARS WORKED IN THE INDUSTRY PROVIDING SERVICES REQUIRED BY THIS RFP: _____

EMPLOYMENT DATA: PROVIDE ONLY INFORMATION RELATED TO PRIOR EMPLOYMENT IN THE INDUSTRY PROVIDING SERVICES REQUIRED BY THIS RFP:

1. EMPLOYER NAME: _____

ADDRESS: _____

NAME OF EMPLOYER'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY CONTACT TO VERIFY THIS REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()- -

DATES EMPLOYED: FROM _____ TO _____

LIST TOTAL NUMBER OF EMPLOYEES MANAGED: _____

PROVIDE A BRIEF DESCRIPTION OF DUTIES AT THIS JOB. EMPHASIZE DUTIES THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP: _____

(RESUME FORM: ON-SITE SUPERVISOR CONTINUED ON FOLLOWING SHEET)

2. EMPLOYER NAME: _____

ADDRESS: _____

NAME OF EMPLOYER'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY THIS REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()- -

DATES EMPLOYED: FROM _____ TO _____

LIST TOTAL NUMBER OF EMPLOYEES MANAGED: _____

PROVIDE A BRIEF DESCRIPTION OF DUTIES AT THIS JOB. EMPHASIZE DUTIES
THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP: _____

3. EMPLOYER NAME: _____

ADDRESS: _____

NAME OF EMPLOYER'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY THIS REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()- -

DATES EMPLOYED: FROM _____ TO _____

LIST TOTAL NUMBER OF EMPLOYEES MANAGED: _____

PROVIDE A BRIEF DESCRIPTION OF DUTIES AT THIS JOB. EMPHASIZE DUTIES
THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP: _____

(RESUME FORM: ON-SITE SUPERVISOR CONTINUED ON FOLLOWING SHEET)

ON-SITE SUPERVISOR(S)' RELEVANT EDUCATION AND TRAINING:

(MAKE ADDITIONAL COPIES OF THESE SHEETS IF, NECESSARY)

7.15 REFERENCES OF FIRM

The bidder should list references that clearly demonstrate the bidder's proven capabilities in performing services of a similar size and scope to those required by this RFP. It is requested that references be given in the format below.

The bidder should provide a comprehensive listing of contracts requiring work of a similar size and scope to those required by this RFP. References provided should be for work that has been successfully undertaken and completed by the bidder. These references will serve as a demonstration of the firm's ability to successfully undertake and provide the services required by this RFP. A description of the contract should be included and should show how the referenced contract relates to the ability of the firm to provide the services required by this RFP.

1. NAME OF COMPANY PROVIDED AS A REFERENCE FOR YOUR FIRM:

ADDRESS: _____

NAME OF COMPANY'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()-__-__

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF SERVICES THAT YOUR FIRM PROVIDED FOR
THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES THAT ARE SIMILAR
TO THOSE REQUIRED BY THIS RFP:

2. NAME OF COMPANY PROVIDED AS A REFERENCE FOR YOUR FIRM:

ADDRESS: _____

NAME OF COMPANY'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()-__-__

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF SERVICES THAT YOUR FIRM PROVIDED FOR
THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES THAT ARE SIMILAR
TO THOSE REQUIRED BY THIS RFP:

3. NAME OF COMPANY PROVIDED AS A REFERENCE FOR YOUR FIRM:

ADDRESS: _____

NAME OF COMPANY'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()-__-__

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF SERVICES THAT YOUR FIRM PROVIDED FOR
THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES THAT ARE SIMILAR
TO THOSE REQUIRED BY THIS RFP:

4. NAME OF COMPANY PROVIDED AS A REFERENCE FOR YOUR FIRM:

ADDRESS: _____

NAME OF COMPANY'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()-__-__

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF SERVICES THAT YOUR FIRM PROVIDED FOR
THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES THAT ARE SIMILAR
TO THOSE REQUIRED BY THIS RFP:

5. NAME OF COMPANY PROVIDED AS A REFERENCE FOR YOUR FIRM:

ADDRESS: _____

NAME OF COMPANY'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()-__-__

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF SERVICES THAT YOUR FIRM PROVIDED FOR
THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES THAT ARE SIMILAR
TO THOSE REQUIRED BY THIS RFP:

(MAKE ADDITIONAL COPIES OF THESE SHEETS, IF NECESSARY)

7.16 LISTING OF ALL CONTRACTS LOST IN LAST THREE (3) YEARS

The bidder should provide a complete list of all contracts the bidder has lost or has had terminated during the last three (3) years, along with the reason why each one was lost or terminated. Include the name of a contact person and phone number for each contract lost or terminated.

1. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION: _____

2. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION: _____

3. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION: _____

4. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION: _____

5. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: _____

REASON FOR TERMINATION: _____

6. NAME OF FIRM: _____

NAME OF CONTACT PERSON AT FIRM: _____

PHONE NUMBER OF CONTACT PERSON: u_____

REASON FOR TERMINATION: _____

(MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY)

7.17 SUBCONTRACTOR DATA SHEET(S)

If the bidder is proposing to use subcontractors, the following information should be completed and submitted with your bid.

NOTE: If there is more than one (1) subcontractor, bidders should submit the following data for *each* subcontracting firm. It is suggested that bidders make blank copies of this section and complete a copy for each subcontractor.

1. PROVIDE SUBCONTRACTOR'S NAME, ADDRESS, CONTACT PERSON AND 24-HOUR PHONE NUMBER:

FIRM NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

24-HOUR PHONE NUMBER: _____

2. LIST BELOW THE NAME(S), TITLE(S) AND FUNCTION(S), OF THE RESPONSIBLE OPERATING OFFICERS:

NAME	TITLE	FUNCTION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. SPECIFY, IN DETAIL, THE FUNCTION(S) THE SUBCONTRACTOR WILL BE PERFORMING:

(SUBCONTRACTOR DATA SHEET (CONTINUED))

4. INDICATE BELOW THE SUBCONTRACTOR'S EXPERIENCE IN PERFORMING SIMILAR SERVICES TO THOSE REQUIRED BY THIS RFP:

5. NAME AND ADDRESS, CONTACT NAME AND TELEPHONE NUMBER OF FIRM PROVIDED AS A REFERENCE FOR SUBCONTRACTOR:

NAME OF COMPANY PROVIDED AS A REFERENCE FOR THE SUBCONTRACTOR:

ADDRESS: _____

NAME OF COMPANY'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY CONTACT TO VERIFY REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()- -

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF SERVICES THAT THE SUBCONTRACTOR PROVIDED FOR THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES THAT ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

(SUBCONTRACTOR DATA SHEET (CONTINUED))

NAME OF COMPANY PROVIDED AS A REFERENCE FOR THE SUBCONTRACTOR:

ADDRESS: _____

NAME OF COMPANY'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()- -

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF SERVICES THAT THE SUBCONTRACTOR
PROVIDED FOR THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES THAT
ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

NAME OF COMPANY PROVIDED AS A REFERENCE FOR THE SUBCONTRACTOR:

ADDRESS: _____

NAME OF COMPANY'S MANAGEMENT PERSON THAT THE UNIVERSITY MAY
CONTACT TO VERIFY REFERENCE: _____

PHONE NUMBER OF INDIVIDUAL LISTED ABOVE: ()- -

DATES UNDER CONTRACT: FROM _____ TO _____

PROVIDE A BRIEF DESCRIPTION OF SERVICES THAT THE SUBCONTRACTOR
PROVIDED FOR THIS COMPANY UNDER CONTRACT. EMPHASIZE SERVICES THAT
ARE SIMILAR TO THOSE REQUIRED BY THIS RFP:

(MAKE ADDITIONAL COPIES OF THESE SHEETS, IF NECESSARY)

7.18 BIDDER'S FINANCIAL CAPACITY

The bidder should provide proof of the firm's financial capacity and capabilities to undertake and successfully provide services required under this contract. A financial statement for the most recent fiscal year or bank reference is acceptable. The University reserves the right to check and evaluate the firm's financial capacity and capability by any means deemed appropriate. The submission of this information with the bid is desired by the University, but is not mandatory. However, if a bidder chooses not to include this information with its bid, this information may be requested from the bidder during the evaluation process. If the bidder is requested to submit this information during the evaluation process, the bidder will be required to submit it, and failure to do so will be cause for finding the bid non-responsive. Attach information to this form.

8.0 PRICE SHEET AND SUPPORTING DETAILS

Past sales at the SOM cafeteria, catering and vending services does not guarantee future sales at SOM, UMDNJ.

SOM/UMDNJ does not guarantee that previous revenues will be achieved in the future. All future revenue is estimates made by the bidder and are the complete responsibility of the bidder.

8.1 The Bidder's commission rate for gross Catering Services.

_____ % of Revenues to be paid to SOM/UMDNJ

8.2 The Bidder's commission rate for gross cafeteria sales

_____ % of Revenues to be paid to SOM/UMDNJ

8.3 The Bidder's commission rate for gross vending sales

_____ % of Revenues to be paid to SOM/UMDNJ

THE SCHOOL OF OSTOPATHIC MEDICINE (SOM) AND THE UNIVERSITY OF MEDICINE AND DENTISRTY OF NEW JERSEY (UMDNJ) CAN ACCEPT THE ABOVE COMMISSION PERCENTAGE OR A GUARANTEE OF \$10,000.00 PER YEAR WHICH EVER IS HIGHER.

9.0 REQUIRED FORMS

- Ownership Disclosure Form
- MacBride Principle Certification
- Affirmative Action Employee Information
- Business Associate Agreement
- Business Registration Certificate
- Two Year PL 51/Executive Order 117 Vendor Certification Form

OWNERSHIP DISCLOSURE FORM

Name of Firm: _____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

Name	Home Address	Date of Birth	Office Held	Ownership Interest
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on any attached sheet. If there are no owners with 10% or more interest in your firm, enter "None" below. Complete the certification at the bottom of this form. If this form has previously been submitted to the UMDNJ, Purchasing Department in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

Name	Home Address	Date of Birth	Office Held	Ownership Interest
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

COMPLETE ALL QUESTIONS BELOW

Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes complete and attach a separate disclosure form reflecting previous ownership interests.) Yes _____ No _____

Has any person listed in this form or its attachments ever been arrested, charged, indicted, plead guilty or been convicted in a criminal or disorderly persons matter by the State of New Jersey, any other Political subdivision state or the U.S. Government? (If yes, attach a detailed explanation for each instance.) Yes _____ No _____

Has any person or entity listed in this form or its attachments ever been excluded suspended, debarred or otherwise declared ineligible by any agency of government from bidding or Contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.) Yes _____ No _____

*Request for Proposal :Provide Cafeteria and Catering and Vending Services
for the School of Osteopathic Medicine on the Stratford campus of UMDNJ*

(RFP #P11-046)

Are there now any criminal matters, suspension or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.) Yes _____ No _____

Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attach a detailed explanation for each instance.) Yes _____ No _____

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing or any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment. (Print or Type)

Date: _____

_____ Signature

_____ Name

_____ Title

NOTICE TO ALL BIDDERS
REQUIREMENT TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c.134, a responsible bidder selected, after public bidding, by the Vice President of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Vice President of the Division of Building and Construction, pursuant to N.J.S.A. 52-32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Vice Presidents may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Vice Presidents find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided for by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12-2, that the entity for which I am authorized to bid:

_____ has not ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories or similar facilities, either directly or indirectly through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

_____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature of Bidder

Dated: _____

Print or Type Name

Title

*Request for Proposal :Provide Cafeteria and Catering and Vending Services
for the School of Osteopathic Medicine on the Stratford campus of UMDNJ*

(RFP #P11-046)

AFFIRMATIVE ACTION DOCUMENTATION

Dear Vendor:

As a State Agency, New Jersey State Regulations N.J.A.C. 17:27 requires us to obtain documentation regarding our vendors' "Affirmative Action" status. In order for us to be in compliance and do business with your company for the procurement of goods and services, it will be necessary for you to provide only one of the following documents with your bid/proposal response.

1. A State of New Jersey "Certificate of Employee Information Report Approval," or
2. A Form AA/302 Affirmative Action Employee Information Report, or
3. A Federal letter of approval from the Department of Labor.

Please understand the importance of this request. Although you may have already submitted this information, our files must be updated annually with current employment statistics. Your noncompliance of this request may result in suspension of any future business with your company.

Sincerely,

Purchasing Services

SUPPLIER DIVERSITY AND VENDOR DEVELOPMENT PROGRAM
DIVERSITY VENDOR POLICY/REQUIREMENTS

I. **PURPOSE**

To outline goals and action plans to support and enhance the University's vendor base toward eradicating racial, ethnic, and gender discrimination from society at large through the New Jersey Set-Aside Program.

II. **DEFINITIONS**

Vendor Diversity Program - The University's commitment to ensure that a fair percentage of the total purchases for supplies, equipment, services, and construction is placed with, small businesses which include minority and women-owned businesses. The University has established a 25 percent goal for Small Businesses.

Small Businesses - A small business is now defined as having its principal place of business in New Jersey, gross annual revenues of \$12 million or less and no more than 100 full time employees.

A. New Jersey Business – this may be calculated in one of two ways:

- 1) 51% or more of its employees work in New Jersey as evidenced by payment of New Jersey unemployment taxes; or
- 2) 51% or more of its business activities take place in New Jersey as evidenced by payment of New Jersey income/business taxes.

B. 100 or fewer employees – a sole proprietorship, partnership or corporation having 100 or fewer employees, not including seasonal and part-time employees who work less than 90 days annually, if seasonal and part-time employees are normal to the industry. This does not include a consultant engaged by the business for work to be performed on a contract not related to the contract for which the small business is seeking eligibility.

C. Gross annual revenues may not exceed \$12 million.

Construction Contract - any contract involving any construction, renovation, reconstruction, rehabilitation, alteration, conversion, extension, demolition, repair or other changes or improvements of any kind whatsoever of any structure or facility. The term also includes the supervision, inspection and other on-site functions incidental to actual construction.

III. IMPLEMENTING DOCUMENT

A. Requirements:

1. General Guidelines:

- a. As part of its Supplier Diversity Program encompassing small businesses, the University is committed to actively and affirmatively seek diverse business relations. The goal is to ensure that an equitable portion of the University's total purchases for construction, goods, equipment and services is placed with diverse businesses. Vendors are to complete the Sub-Contractor Utilization Report in order to comply with target goals set by the University.
- b. All academic, healthcare and administrative units of the University are encouraged to consider vendor diversity in their purchases.

2. UMDNJ Vendor Diversity Program Goals and Targets:

A total of 25% of all contracts should be awarded to registered small businesses; which include minorities and women:

- 10% to firms whose gross annual revenues do not exceed \$500,000
- 10% to firms whose gross annual revenues do not exceed \$5 million
- 5% to firms whose gross annual revenues do not exceed \$12 million

A small business may be registered in one of three categories, based upon its annual gross revenues. These categories are:

- up to \$500,000
- up to \$5 million
- up to \$12 million

3. Program Requirements

Public contracting entities are now subject to meeting a 25% minimum overall goal collectively for the three categories of small business.

4. New Reporting Requirement

Public contracting authorities must now report annually on their outreach efforts.

5. Important Process Change

In order to be eligible to bid, a firm must now be registered as a small business as of the date of the bid opening. This is a change from previous requirements, which required a firm to have submitted an application one-day prior to bid opening.

6. Other UMDNJ Policies and Procedures:

The UMDNJ Vendor Diversity Program requirements shall apply to all other policies and procedures of the UMDNJ Department of Purchasing Services.

B. Responsibilities

All departments are responsible for integration of supplier diversity into their operations.

Small Business Sub-Contractor Utilization Report

Project Name	
Date	Purchase Order #
Project Coordinator	
Representative	
Address	
Phone #	

Prime Vendor Representative - Please fill in the following sub-contractor information (If applicable). List small business subcontractor vendor type as follows: (1) up to \$500,000, (2) up to \$5 million, (3) up to \$12 million. Photocopy this form as needed to list all subcontractors you will be utilizing for this awarded contract.

Sub-Contractor/Vendor Name	Type:___
Contact Person	
Address	
Phone #	
* Amt. \$ Pd. To Sub-contractor	
Scope/Type of Service	
Fed. ID #	

Sub-Contractor/Vendor Name	Type:___
Contact Person	
Address	
Phone #	
* Amt. \$ Pd. To Sub-contractor	
Scope/Type of Service	
Duration period of Sub-Contract	

Prepared By: _____ Phone #: _____

 _____ Bid/Bid #: _____

 _____ Term of Contract: _____

Return to: UMDNJ Vice President of Purchasing
Liberty Plaza, 2nd Floor
335 George Street
New Brunswick, New Jersey 08903

*Amount Paid to Subcontractor by
invoice: By-Weekly, Monthly, etc.

Request for Proposal :Provide Cafeteria and Catering and Vending Services for the School of Osteopathic Medicine on the Stratford campus of UMDNJ

(RFP #P11-046)

**Business Associate Agreement
Involving the Access to Protected Health Information**

The following provisions (Amendment) are added and incorporated into the attached (Name of "Agreement") entered in between UMDNJ- University-wide ("Covered Entity") and _____ (Business Associate),

(Name and address of Contracting Party)

herein collectively referred to as the "Parties". Any conflict in the terms of the Agreement and this Amendment shall be governed by the terms of this Amendment.

WHEREAS Covered Entity is the state university of health sciences in New Jersey which maintains and operates UMDNJ;

WHEREAS Business Associate performs _____ work which requires it to have access to confidential health information that is considered protected pursuant to federal, state and/or local laws and regulations;

WHEREAS Covered Entity desires to protect the confidentiality and integrity of the information noted above, prevent inappropriate disclosure of such information and comply with all applicable federal, state and/or local laws and regulations governing the use and disclosure of such information;

NOW therefore, the parties agree as follows:

1. Confidentiality and Disclosure of Patient Information.

- A. The Parties to this Agreement agree that Business Associate, its agents and employees may have access to confidential protected health information ("PHI"), including but not limited to demographic information. As used herein, PHI shall mean individually identifiable health information, as defined in 45 CFR § 164.501 which includes health information that (i) identifies an individual (or can be used to form a reasonable basis upon which to identify an individual), (ii) is created or received by a health care provider, health plan, employer, or health care clearinghouse; (iii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past present, or future payment for the provision of health care to an individual; and (iv) is shared, transmitted or otherwise communicated between Covered Entity and Business Associate (including subcontractors or agents of such parties) in connection with this Agreement.

B. The Parties to this Agreement agree that Business Associate:

- a. will not use or further disclose PHI other than as permitted by this Agreement;
- b. will ensure that all transmissions of PHI are authorized and in accordance with the privacy requirements of the Health Insurance Portability and Accountability Act of 1999, as amended from time to time (“HIPAA”) and will not use or disclose PHI in a manner that violates or would violate HIPAA;
- c. will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Covered Entity.
- d. will use appropriate safeguards to prevent use or disclosure of the information other than as provided for by its contract;
- e. will (i) promptly report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, including but not limited to systems compromises, immediately upon becoming aware of such unauthorized use or disclosure; (ii) will take all necessary steps to prevent and limit any further improper or unauthorized disclosure and misuse of such information; and (iii) indemnify and hold Covered Entity, its Vice Presidents, officers, agents, and employees harmless from all liabilities, costs and damages arising out of, or in any manner connected with, the disclosure by Business Associate, its employees, agents, or independent contractors; and (iii) permit Covered Entity to investigate any such report and to examine Business Associate’s premises, records and premises;
- f. will promptly report to the Covered Entity any security incident of which the Business Associate becomes aware; a security incident is defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- g. will ensure that to the extent that the Business Associate it uses one or more agents, including subcontractors, to provide services under this Agreement, such subcontractors or agents who receive or have access to PHI that is received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, will comply with the same restrictions and conditions to which Business Associate is bound by entering into a separate written agreement between Business Associate and its subcontractors to that effect;

- h. will ensure that any agent, including a subcontractor, to whom the Business Associate provides electronic protected health information, agrees to implement reasonable and appropriate safeguard to protect the electronic protected health information.
 - i. will, at the request of, and in the time and manner designated by the Covered Entity, provide access to the PHI to the Covered Entity or the individual to whom such PHI relates or his or her authorized representative in order to meet a request by such individual under promptly notify Covered Entity as required by 45 CFR §164.524;
 - j. will, at the request of, and in the time and manner designated by the Covered Entity, incorporate any and all amendments or corrections to PHI when notified by Covered Entity that such information is inaccurate or incomplete in accordance with 45 CFR § 164.526;
 - k. will, at the request of, and in the time and manner designated by the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity, including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements, to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 CFR 528;
 - l. will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services governmental officers and agencies and Covered Entity for purposes of determining compliance with 45 CFR §§ 164.500-534; and
 - m. will adhere to the Covered Entity's HIPAA policies and procedures.
- C. Termination for violation of disclosure restrictions.** Notwithstanding any other provision of this Agreement, Covered Entity may terminate this Agreement and any related agreements, without penalty if Covered Entity determines that Business Associate has violated a material term of this Agreement's restrictions, safeguards or requirements relating to the proper use and disclosure of PHI. Alternatively, Covered Entity may choose to: (i) provide Business Associate with written notice of the existence of a breach of the terms of this Agreement relating to PHI; and (ii) afford Business Associate an opportunity to cure such breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be achieved within 10 business days, Business Associate must cure said breach to the satisfaction of the Covered Entity within 10 business days. Covered Entity may immediately terminate this Agreement for Business Associate's failure to cure in the manner set forth in this section.

- D. **Return/Destruction of PHI.** Business Associate agrees that, upon termination of this Agreement for any reason, it will if feasible, return or destroy all PHI maintained in any form (including ensuring the return or destruction of all PHI in the possession of its subcontractors or agents) received from, or created or received by it on behalf of Covered Entity and retain no copies of such information.
An authorized representative of Business Associate shall certify in writing to covered Entity, within five (5) days from the date of termination or other expiration of this Agreement, that all PHI has been returned or disposed of as provided above, (including all PHI in the possession of its subcontractors or agents) and that neither Business Associate nor its subcontractors or agents retains any such PHI in any form.
- E. **No Feasible Return/Destruction of PHI.** To the extent that the return or destruction of PHI as provided for in *Section 4* above is not feasible, Business Associate shall extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. Notwithstanding any other provision of this Agreement to the contrary, Business Associate shall remain bound and shall ensure that the provisions of this Agreement, similarly bind its subcontractors and agents even after termination of this Agreement, until such time as all PHI has been returned or otherwise destroyed as provided in accordance with this section.
- F. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in the possession of Business Associate or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure, nor shall Covered Entity be liable to Business Associate for any claim, loss or damage relating to the unauthorized use or disclosure of any information received by Business Associate from Covered Entity or from any other source. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- G. **Legal Action.** Business Associate agrees that unauthorized disclosure of PHI may give rise to irreparable injury to the patient or to the owner of such information and accordingly the patient or owner of such information may seek legal remedies against Business Associate. Business Associate further agrees that the remedy at law for any breach by it of the terms of this Agreement shall be inadequate and that the damages resulting from such breach and are not be susceptible to being measured in monetary terms. Accordingly, in the event of a breach or threatened breach by Business Associate of the terms of this Agreement, covered Entity shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach. Nothing herein shall be construed as prohibiting Covered Entity from pursuing any other remedies available to Covered Entity for such breach or threatened breach, including recovery of damages from Business Associate. Business Associate further represents that it understands and agrees that the provisions of this agreement shall be strictly enforced and construed against it.

- H. **Construction.** This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA.
- I. **Severability.** In the event that any provision of this Agreement violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.
- J. **Authority.** The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding agreement.
- K. **Governing Law.** This Agreement shall be governed by the laws of the State of New Jersey and shall be construed in accordance therewith.
- L. **Reference:** Code of Federal Regulations, Title 45, Part 160 et seq.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written below.

Covered Entity	Business Associate
By: _____	By: _____
Title: Francis X. Colford Vice President for Finance and Treasurer	Title: _____
Date: _____	Date: _____