



**UNIVERSITY OF MARYLAND
BALTIMORE**

**COMPETITIVE SEALED PROPOSALS
REQUEST FOR PROPOSAL (RFP)**

FOR

RFP 88630NB - FOOD SERVICES OPERATION – SMC CAMPUS CENTER

Issued: Tuesday, July 31, 2018
Pre-Proposal Conference: Wednesday, August 8, 2018 at 1:00 p.m.
Deadline for Questions: Friday, August 10, 2018
Due Date for Proposals: Monday, August 27, 2018 at 2:00 p.m.

Issued by: University of Maryland, Baltimore
Strategic Sourcing and Acquisition Services
Saratoga Street Offices
Level 02 Room # 02-100
220 Arch Street
Baltimore, MD 21201-1531
Attn: Nina L. Baxter
410-706-7015(voice)
410-706-8577 (fax)

Deliver to: Same as above
Building can be accessed during the hours
of 8:00 am to 5:00 pm, Monday through
Friday.

Pre-Proposal Conference: Same address as above
Room # 02-101

SPECIAL ACCESS: Anyone requiring special assistance in obtaining a copy of the solicitation, in attending a pre-proposal conference or in delivering a proposal are requested to contact the Buyer listed above at least 48 hours in advance.

TABLE OF CONTENTS

SECTION I: SUMMARY INFORMATION	
A. <u>SUMMARY STATEMENT</u>	1
B. <u>ISSUING OFFICE</u>	1
C. <u>QUESTIONS AND INQUIRIES</u>	1
D. <u>DELIVERY OF PROPOSALS</u>	1
E. <u>PROPOSAL CLOSING DATE</u>	2
F. <u>ACCESS TO ISSUING OFFICE</u>	2
G. <u>PRE-PROPOSAL CONFERENCE</u>	2
H. <u>DURATION OF PROPOSAL OFFER</u>	3
I. <u>TERM OF CONTRACT</u>	3
J. <u>EVALUATION OF OFFERS</u>	3
K. <u>PROPOSAL ACCEPTANCE</u>	3
L. <u>FORMATION OF AGREEMENT/CONTRACT OR ISSUANCE OF PURCHASE ORDER</u>	4
M. <u>PROPOSAL AFFIDAVIT AND CERTIFICATIONS</u>	4
N. <u>CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN</u>	4
O. <u>ELIGIBILITY TO PURCHASE</u>	4

SECTION II: GENERAL INFORMATION FOR VENDORS	
A. <u>PURPOSE</u>	5
B. <u>GENERAL INFORMATION FOR VENDORS</u>	5
C. <u>ADDENDA TO THE RFP</u>	5
D. <u>CANCELLATION OF THE RFP</u>	6
E. <u>ORAL PRESENTATION</u>	6
F. <u>INCURRED EXPENSES</u>	6
G. <u>ECONOMY OF PREPARATION</u>	6
H. <u>ACCEPTANCE OF TERMS AND CONDITIONS</u>	6
I. <u>PROCUREMENT REGULATIONS</u>	6
J. <u>MULTIPLE PROPOSALS</u>	6
K. <u>ALTERNATE SOLUTION PROPOSALS</u>	6
L. <u>CONTRACTOR RESPONSIBILITIES</u>	6
M. <u>PUBLIC INFORMATION ACT</u>	7
N. <u>MINORITY BUSINESS ENTERPRISE NOTICE</u>	7
O. <u>ARREARAGES</u>	7
P. <u>TAXES</u>	8
Q. <u>RFP RESPONSE MATERIALS</u>	8
R. <u>PROPOSAL SECURITY</u>	8
S. <u>DEBRIEFING OF UNSUCCESSFUL OFFERORS</u>	8
T. <u>MARYLAND PUBLIC ETHICS LAW</u>	8
U. <u>HIPAA</u>	9

SECTION III: TECHNICAL & SPECIFICATIONS.....	
A. <u>BACKGROUND</u>.....	10
B. <u>SCOPE OF THE PROJECT</u>.....	10
C. <u>CONTRACTOR EXPERIENCE</u>	12
D. <u>SITE INFORMATION</u>.....	12
E. <u>VENDOR SUPPORT</u>.....	19
F. <u>INSURANCE</u>.....	32
SECTION IV: EVALUATION AND SELECTION PROCEDURES.....	
A. <u>EVALUATION AND SELECTION COMMITTEE</u>.....	37
B. <u>EVALUATION PROCEDURE</u>.....	37
C. <u>TECHNICAL EVALUATION</u>.....	37
D. <u>MINIMUM TECHNICAL SCORE</u>.....	39
E. <u>FINANCIAL EVALUATION</u>.....	40
F. <u>FINAL RANKING AND SELECTION</u>.....	40
G. <u>CRITERIA FOR TECHNICAL EVALUATION</u>.....	40
SECTION V: INFORMATION REQUIRED IN VENDOR PROPOSALS.....	
A. <u>TRANSMITTAL LETTER</u>.....	41
B. <u>TWO VOLUME SUBMISSION</u>.....	41
C. <u>VOLUME I – TECHNICAL</u>.....	41
D. <u>VOLUME II – FINANCIAL</u>.....	42
E. <u>SUBMISSION</u>.....	42
SECTION VI: APPENDICES AND ATTACHMENTS.....	
A. <u>SCHEDULE B</u>	52
B. <u>BID PROPOSAL AFFIDAVIT [All]</u>.....	57
C. <u>MAINTENANCE/SERVICE [Service RFP]</u>.....	63
D. <u>CONTRACT AFFIDAVIT [with C]</u>.....	72
E. <u>PRICE PROPOSAL FORM</u>.....	76
F. <u>COMPANY PROFILE</u>.....	77
G. <u>COMPANY EXPERIENCE/REFERENCES</u>.....	79
H. <u>KEY PERSONNEL</u>.....	80
I. <u>MARKETING PLAN</u>	84
J. <u>FOOD SERVICES DIMENSIONS AND PICTURES</u>.....	85
K. <u>FOOD SERVICES EQUIPMENT LIST</u>	86
L. <u>FOOD SERVICES SALES</u>	87
M. <u>CAMPUS MAP</u>.....	88
N. <u>CERTIFICATE REGARDING INVESTMENTS IN IRAN</u>	89
O. <u>SCHEDULE MBE AND ATTACHMENTS</u>	90

RFP 88630NB - FOOD SERVICES OPERATION – SMC CAMPUS CENTER

SECTION I: SUMMARY INFORMATION

A. SUMMARY STATEMENT

The University of Maryland, Baltimore (herein called the “University” or “UMB”) intends to contract for the administration of retail food service operations and catering services for the two existing food service operations at the University of Maryland, Baltimore – Southern Management Corporation (SMC) Campus Center.

B. ISSUING OFFICE

Nina L. Baxter

University of Maryland, Baltimore
Strategic Sourcing and Acquisition Services
Saratoga Street Offices
Level 02 Room 02-100
220 Arch Street
Baltimore, Maryland 21201-1531
410-706-7015 (phone)
nbaxter@umaryland.edu

The sole point of contact in the University for purposes of this RFP is the issuing office. Any questions with regard to any aspect of this proposal must be directed to **Nina L. Baxter** in writing.

C. QUESTIONS AND INQUIRIES

Questions and inquiries should be directed to the individual referenced with the Issuing Office above. All such questions and inquiries must be received by the close of business **Friday, August 10, 2018**. Inquiries will receive a written reply. Copies of replies will also be posted on the University’s website: www.umaryland.edu/procurement/ebid-board.

D. DELIVERY OF PROPOSALS

Proposals must be delivered to:

The University of Maryland, Baltimore
Strategic Sourcing and Acquisition Services
Saratoga Street Offices
Level 02 Room 02-100
220 Arch Street
Baltimore, MD 21201-1531

E. PROPOSAL CLOSING DATE

In order to be considered, the original, **ten (10)** copies and one electronic version of each proposal on electronic storage (CD or flash drive) must arrive at the issuing office by **Monday, August 27, 2018**, no later than 2:00 p.m. Vendors mailing proposals should allow sufficient mail delivery time to insure timely receipt by Strategic Sourcing and Acquisition Services. Vendors utilizing the U.S. Mail or similar methods which would not deliver directly to Room 02-100 of the Saratoga Street Offices are cautioned to allow sufficient time for the delivery to Room 02-100. Delivery of proposals to the campus mailroom or any location other than this office will NOT be considered “delivered” until they have physically arrived and have been clocked-in at Strategic Sourcing and Acquisition Services. Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered. There will be no formal proposal opening.

F. ACCESS TO ISSUING OFFICE

The Saratoga Street Offices, which houses Strategic Sourcing and Acquisition Services, is accessible by the general public between the hours of 8:00 a.m. until 5:00 p.m. Monday through Friday with exception of legal holidays. There is a guard in the lobby area and vendors are required to sign in at the guard’s desk and gain permission to enter the Office Levels of the building. Office Level 2 (13th floor), where Strategic Sourcing and Acquisition Services is located is accessible to the public by two elevators located in the main lobby of the building. If you park in the Saratoga Street Garage and Office building, you must take the garage elevators down to the ground level and then enter the Lobby where the guard's desk is located and utilize the elevators located in the Lobby in order to ascend to the Office Level 2. Vendors must allow sufficient time in delivering replies to solicitations to insure timely receipt by the Issuing Office.

G. PRE-PROPOSAL CONFERENCE

There will be a Pre-Proposal Conference held in conjunction with the RFP. Attendance at the Pre-Proposal conference is not mandatory. The conference will be held at **Wednesday, August 8, 2018 at 1:00 p.m.** SMC Campus Center, 621 W. Lombard Street, Baltimore, Maryland 21201.

While attendance at the Pre-Proposal Conference is not mandatory, information presented may be very informative; therefore, all interested vendors are encouraged to attend in order to be able to better prepare acceptable proposals. If your firm plans to send representatives, please call the issuing office by **Monday, August 6, 2018**. We ask that a maximum of two (2) representatives from each company attend this meeting.

At the Pre-Proposal conference, potential offerors will have an opportunity to: (1) ask and receive answers to all questions regarding the specifications and general conditions, (2)

receive any additional information relating to this contract, and (3) [if applicable] inspect the areas involved, (4) [if applicable] address student, faculty and staff concerns.

Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request. Please call Nina L. Baxter at (410-706-7015) with specific requests at least five (5) business days prior to the pre-proposal conference.

H. DURATION OF PROPOSAL OFFER

Proposals are to be held valid for 90 days following the closing date for this RFP. This period may be extended by mutual agreement between the vendor and the University.

I. TERM OF CONTRACT

Term of Contract

The contract shall be for a period of three (3) years with a beginning date of approximately January 1, 2019 – December 31, 2021

The University shall have the option to renew the contract for **five (5)** additional one-year terms, said option(s) to be exercised at the sole discretion of the University.

J. EVALUATION OF OFFERS

A contract award will be made to the responsible offeror(s) whose proposal best meets the needs of the University as determined by the Procurement Officer. All proposals will be evaluated by a University evaluation committee. After considering the factors set forth in this RFP, the committee will make recommendations for the award of the contract to the vendor(s) whose proposal is/are determined to be the most advantageous to the University.

K. PROPOSAL ACCEPTANCE

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to waive minor irregularities, to negotiate in any manner necessary to best serve the interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award or no award at all. Offerors judged by the procurement officer not to be responsible or offerors whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

L. FORMATION OF AGREEMENT/CONTRACT OR ISSUANCE OF PURCHASE ORDER

The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the offeror as contractor and the University in the form of either a University **Contract** and shall contain the provisions included herein as Appendix A (Schedule B) or Appendix C (Service Contract) as well as any additional terms required by the University of Maryland, Baltimore or the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed Appendix C (Services) and will execute a contract on that form upon request by the University of Maryland, Baltimore.

M. PROPOSAL AFFIDAVIT AND CERTIFICATIONS [if Greater than \$100,000]

State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price, etc. The affidavit form, which should be completed by all respondents and returned with their respective responses, is included as Appendix B of the RFP.

N. CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN

Offerors must complete, sign and return Appendix N, Certification Regarding Investment Activities in Iran with their solicitation response. Companies appearing on the Investment Activities In Iran list are ineligible for award.

O. ELIGIBILITY TO PURCHASE - N/A

RFP 88630NB - FOOD SERVICES OPERATION - STUDENT CAMPUS CENTER

SECTION II: GENERAL INFORMATION FOR VENDORS

A. PURPOSE

The overall purpose of this RFP is to provide information to vendors interested in preparing and submitting proposals to meet the requirements for retail food service operations and catering services for the two existing food service operations at the SMC Campus Center described herein. Proposals will be received for the items/services specified herein or attached hereto under the terms, conditions and general specifications of this proposal.

B. GENERAL INFORMATION FOR VENDORS

1. Proposals must be made in the official name of the firm or individual under whom business is conducted (showing official business address) and must be signed by a duly authorized person.
2. Each offeror must furnish all information required by the proposal request. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of their authority.
3. This Request for Proposals creates no obligation on the part of the University to award the contract or to compensate offerors for proposal preparation expenses.
4. The University reserves the right to award a contract based upon the proposals received without further negotiations. Vendors should therefore not rely on having a chance during negotiations to change their offer.
5. Before the award of a contract, the University of Maryland, Baltimore may require the offeror to submit evidence of any information related to the financial, technical, and other qualifications and abilities of the offeror.

C. ADDENDA / AMENDMENT TO THE RFP

If it becomes necessary to revise any part of the RFP, addenda/amendments will be posted to the eBid Board at www.umaryland.edu/procurement/ebid-board. It remains the responsibility of prospective Offerors to check the website frequently until the proposal due date for any addenda/amendments issued prior to the submission of Proposals. Addenda/amendments made after the due date for proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

An acknowledgement of the receipt of all amendments and addenda issued before the proposal due date shall be required from all vendors submitting a proposal.

D. CANCELLATION OF THE RFP

The University may cancel this RFP, in whole or in part, at any time.

E. ORAL PRESENTATION

Vendors who submit proposals may be required to make individual presentations to University representatives in order to clarify their proposals.

F. INCURRED EXPENSES

The University will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal, delivery of or return of representative samples (if applicable).

G. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the vendor's offer to meet the requirements of the RFP.

H. ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, the firm accepts the terms and conditions set forth in this RFP.

I. PROCUREMENT REGULATIONS

This RFP and any resulting contract shall be governed by the USM Procurement Policies and Procedures and the State Finance and Procurement Article of the Annotated Code of Maryland and by State Procurement Regulations, Code of Maryland Regulations Title 21, as applicable.

J. MULTIPLE PROPOSALS

Vendors may not submit more than one proposal.

K. ALTERNATE SOLUTION PROPOSALS

Vendors may not submit an alternate to the solution given in this RFP.

L. CONTRACTOR RESPONSIBILITIES

The University shall enter into contractual agreement with the selected offering vendor(s) only. The selected vendor(s) shall be responsible for all products and/or services required by this RFP. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. The University's intent is not to direct the use of any particular vendor, however, the

vendor will not contract with any such proposed person or entity to whom the University has a reasonable objection. Notification of such objection will be made by the University within 15 days of contract. The vendor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them.

M. PUBLIC INFORMATION ACT

Offerors must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the University under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.

Vendors must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (it IS NOT sufficient to preface your proposal with a proprietary statement). Failure to comply may result in rejection of your proposal.

N. MINORITY BUSINESS ENTERPRISE NOTICES

Minority Business Enterprises (MBE) are encouraged to respond to this solicitation notice.

This solicitation has a **20%** MBE participation goal, thereby any resulting contract will be subject to the liquidated damages provision of Schedule MBE (**Appendix O**).

If an Offeror fails to submit Attachment 1A with the Offer as required, the Procurement Officer shall deem that the offer is not reasonably susceptible of being selected for award.

O. ARREARAGES

By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.

P. TAXES

The University of Maryland, Baltimore is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided upon request. Where a Contractor is required to furnish

and install material in the construction or improvement of real property in performance of a contract, Contractor shall pay the Maryland Sales tax and the exemption does not apply.

Q. RFP RESPONSE MATERIALS

All written materials submitted in response to this RFP become the property of the University and may be appended to any formal documentation, which would further define or expand the contractual relationship between the University and the successful vendor(s).

R. PROPOSAL SECURITY –N/A

S. DEBRIEFING OF UNSUCCESSFUL OFFERORS

Unsuccessful proposers may request a debriefing. If the proposer chooses to do so, the request must be submitted in writing to the Procurement Officer within ten days after the proposer knew, or should have known its proposal was unsuccessful. Debriefings shall be limited to discussion of the specific proposer's proposal only and not include a discussion of a competing offeror's proposal. Debriefings shall be conducted at the earliest feasible time.

The debriefing may include information on areas in which the unsuccessful proposer's proposal was deemed weak or insufficient. The debriefing may NOT include discussion or dissemination of the thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer's rationale for the selection may be given.

T. MARYLAND PUBLIC ETHICS LAW, TITLE 5

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per §5-502 of the Maryland Public Ethics Law, Title 5, General Provisions Article, Annotated Code of Maryland.

If the bidder/offeror has any questions concerning application of the State Ethics law to the bidder/offeror's participation in this procurement, it is incumbent upon the bidder/offeror to see advice from the State Ethics Commission; Office of the Executive Director, 9 State Circle, Suite 200, Annapolis, MD 21401, 410-974-2068 or toll free 1-877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/offeror to obtain

advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.

The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

U. HIPAA

Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act"). Contractor acknowledges that the University of Maryland Baltimore is a HIPAA hybrid covered entity. Contractor agrees that Contractor's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by UMB. Such Business Associate Agreement is either attached hereto as Schedule H or Contractor shall promptly execute such Business Associate Agreement upon the University's request. Contractor shall also cause any subcontractor, agent, or party under Contractor's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by UMB.

RFP 88630NB - FOOD SERVICES OPERATION - SMC CAMPUS CENTER

SECTION III

TECHNICAL REQUIREMENTS & SPECIFICATIONS

A. BACKGROUND

The University of Maryland, Baltimore is a public institution with the multiple missions of education, research and service. The 34-acre complex is located in downtown Baltimore, a city that has become a model for urban rebirth and vitality. The UMB complex has over 5,000 employees and approximately 6,000 students enrolled in seven professional schools: School of Dentistry, School of Law, School of Medicine, School of Nursing, School of Pharmacy, School of Social Work and Community Planning and the Graduate School.

B. SCOPE OF PROJECT

The purpose of this Request for Proposals is for the administration of retail food services and catering at the University of Maryland, Baltimore (UMB) – SMC Campus Center. UMB is seeking the services of a food service company who will:

- a. Operate food services on a profit and loss basis, with no subsidy from the University.
- b. Provide a food service and catering service that enhances the reputation of the Campus Center and the University.
- c. Have a balanced menu selection that provides fast quality menu options and maintains a wide variety of healthy quality food and beverage options.
- d. Develop menu offerings at price points that provide good value to customers.
- e. Provide contemporary food concepts and innovative food services at UMB.
- f. Provide a business model that incorporates menu and product selections that are competitive when benchmarked against other food venues. The university community is sensitive to price in order to meet student needs, but also due to the availability of diverse food options in the surrounding city.
- g. Provide and put forth a level of excellence in regards to its customer service.
- h. Demonstrate excellent customer service performance. Provide UMB with assessment and data to support customer service satisfaction and a continued commitment to the improvement of services. Monitor customer satisfaction with food services and take corrective actions as appropriate.

- i. Actively market food and catering services to the University community, including the development of marketing programs and promotional materials.
- j. Provide food service offerings that complement other activities in the Campus Center, and be compatible with UMB's mission of promoting health and wellbeing.
- k. Provide an effective and efficient delivery system of service so that it is sensitive to student and employee work and academic schedule constraints.
- l. Implement sustainable operations and practices.
- m. Purchase goods and services from local vendors whenever possible to provide the freshest ingredients, along with supporting the local economy of West Baltimore, Baltimore City and the State of Maryland. Will meet University benchmarks for the Baltimore Integration Partnership for local purchasing requirements.
- n. Provide meal options for a non-meal plan community Monday through Friday.
- o. Continue the upscale coffee café on the first floor, and expand the offerings to include newer choices that are fresh, healthy, and/or hot items.
- p. Provide variety in the menus of the first and second floor retail areas to include rotating selections, new offerings, and seasonal specials.
- q. Provide expanded offerings in the current second floor food service retail space model. Of interest, an evening venue supporting a pub or similar concept of expanded service is desired.
- r. Provide full or limited retail food services during high profile Campus Center and University weekend events (e.g., University Open House, Presidential functions).
- s. Make a commitment to invest financial resources and support services to enhance the level of food service operations on the UMB campus.
- t. Provide one to two educational offerings per semester. These offerings would be free or at nominal cost.
- u. Maintain regular meetings with Event Services and Campus Life Business Services to ensure quality and delivery of exceptional services.
- v. Propose strategies that take full advantage of the hours of operation of the campus center.

Goals specific to catering:

- a. Provide lower-price point “no-frills” options or menus appropriate for students and events sponsored by student organizations.
- b. Be priced competitively when benchmarked against outside caterers.
- c. Be responsive to event types and provide service that is appropriate for the type of event (i.e., high-end affairs, meetings and events, general student events).
- d. Provide a catering menu that addresses diverse dietary needs and preferences.
- e. Ensure all catered events will have food served and appropriately labeled regarding ingredient content and composition to inform those being served of potential allergens and restricted contents.
- f. Provide catering services to the Campus Center as well as other entities on campus while ensuring that the Campus Center consumer is its top priority in this model.

C. CONTRACTOR EXPERIENCE

Offering firms shall have operated food service venues for a minimum of five (5) years and have an annual sales volume of \$300,000 or more in retail services and \$700,000 or more in catering services in each of the last three (3) business fiscal cycles (years).

D. SITE INFORMATION

Food service operations are located in the Campus Center. The Campus Center opened in August 2009. The facility provides UMB with dynamic and vibrant spaces for cultural, social, educational and recreational programs and services that are integral parts of the University's mission. It is a true “hearth and home” for the UMB community (www.umaryland.edu/campuscenter).

1. MEETING & EVENT SPACES

The Campus Center houses a variety of flexible, attractive meeting and event spaces.

- There is a ballroom on the second floor that provides over 4,300 s.f. of space. This space can be subdivided into two meeting rooms.
- Adjacent to the ballroom(s) is a 1,200 s.f. pre-function lounge.
- There are seven other distinctive event and conference rooms with over 6,750 s.f.

- Multiple lounges and open spaces provide unique alternatives for programming.

2. BUILDING CONNECTIONS AND TRAFFIC

The Campus Center is an active point of connection for four campus buildings, with the SMC Campus Center being its hub.

- The Campus Center: Has an average of 1,500 users per day (including pass-through traffic)
- The Health and Human Services Library (HSHSL): 1,000 people per day traffic the building
- The School of Nursing (SON): 200 Faculty and Staff and 1,550 students are assigned to this location
- The Pratt Garage (PG): 1,052 UMB and University of Maryland Medical Center (UMMC) individuals with parking access to the campus center
- In addition, directly across from the Campus Center are the University of Maryland Medical Center (UMMC) and the R Adams Cowley Shock Trauma Center.

3. CAMPUS CENTER TENANTS

Currently 60 full-time and 200 part-time staff work in the Campus Center. Campus Life Services (Student Affairs) is the main tenant of the Campus Center. Other likeminded and aligned student services reside here.

Campus Life and Student Affairs related departments include the following:

- Student Affairs/Campus Life Administration and Leadership
- Event and Conference Services
- University Recreation and Fitness
- Wellness Hub
- Writing Center
- International Services
- Student Leadership and Development
- Educational Support and Disability Services
- Interprofessional Service Learning and Student Initiatives
- Student Communication
- Student Center for Global Education
- Campus Life Business Services
- Campus Card Services
- Campus Center Operations

Other Tenants

- University Student Government Office
- Graduate Student Association Lounge
- Several Graduate School and Academic Affairs Offices
- Parking Services Customer Service Unit
- University Book Store
- Food Services

Future Tenant

- Student Counseling Center (Summer of 2019)

Tenant Notes

- The University Store (operated by Barnes & Noble) spans two floors with its main entrance located adjacent to the first floor food service retail location. The University Store does not operate a café or provide a food service component per terms of their contract with UMB, and as such, is not a competitor for retail food service. The Barnes & Noble contract allows the University Store to sell packaged goods, snacks, and bottled drinks.
- An ATM is operated by the State Employees Credit Union.
- Food services is a major partner in the life of the Campus Center. Food services consists of two retail spaces (1st floor and 2nd floor) and catering operations.

4. MOST COMMON USERS

Based on the location of the Campus Center, its connections to the three buildings, and the day-to-day population of the campus, the Campus Center has a daily traffic flow of approximately 1,500 individuals per weekday and 300 per weekend day. These major audiences are served:

- Staff and students who frequent the Campus Center, School of Nursing, and HSHSL
 - Many students and staff are located in this quad of campus buildings including over 300 full-time staff, 250 part-time staff, and 1,550 students. Over 1,000 staff park daily in the Pratt Garage and have access to pass through the Campus Center.
- Event and Meeting Attendees:
 - Large-scale events and small group meetings occur weekly, which includes groups from on campus and off-campus groups. In 2017, over 2,000 events were held in the Campus Center.

- Students and members using the Recreation and Fitness Center:
 - Averaging over 700 visits per weekday, URecFit had over 194,000 visitations in 2017.
- Students and staff utilizing the various Student Affairs & Campus Life Services resources and programs
 - Students and staff attend and participate in a variety of Campus Life Services programming including co-curricular learning opportunities, diversity workshops, writing consultation, wellbeing enrichment offerings, international services, student organization meetings, and other student-focused services.
- Individuals accessing space for study and social interactions
 - Data is not kept on this type of user due to the non-structured and unplanned nature of these activities. There are lounge spaces and nooks throughout the first three floors of the building. Since the building is connected to the University's Library, the common spaces are utilized throughout the day.
- Patrons utilizing retail and auxiliary services (i.e., food, university store, parking, and card services).
 - The university community utilizes the Campus Center for University ID and card services, parking services, and our two main retail services (bookstore and food services)
- Campus and local community accessing the Campus Center
 - Visitors to the campus and individuals who park in the Pratt Garage who use the Campus Center as a pass through to their work offices, stopping by for information, or to attend University and non-University related events.

5. **BUILDING HOURS**

The Campus Center was open 354 days during the 2017-2018 academic year.

CAMPUS CENTER SCHEDULE FOR AY 18-19 (JUNE 1, 2018 – MAY 31, 2019)

Dates	Hours
June 1, 2018 - May 31, 2019	6am – 11pm Monday-Friday
	8am – 8pm Saturday
	8am – 8pm Sunday
Reduced Hours & Closures	Hours
November 21, 23 December 21, 26, 27, 28	6am – 8pm
July 4; September 3; November 22, December 24, 25, 31; January 1,	CLOSED

6. NEW STUDENT COUNSELING CENTER

The newly planned Student Counseling Center (SCC) will occupy approximately 3,500 s.f. on the third floor of the Campus Center. It is anticipated that the SCC will begin operating in the Campus Center by late summer of 2019. Once completed, the Counseling Center will add 6-10 staff to the Campus Center and increased student traffic due to attending appointments and program offerings.

7. RETAIL OPERATIONS

Food service at the Campus Center is comprised of two retail outlets and catering (See photos and drawings in Appendix J). The Campus Center has a total of 4,091 s.f. on the first and second floors dedicated to food preparation. The second floor contains 1,989 s.f. and the second floor has 2,102 s.f. Primary food production and storage for the building is located on the second floor. The first floor seating area is approximately 1,000 s.f., with an additional 1,000 s.f. of seating space on the second floor.

- **First Floor Retail Space (Café):** The current upscale coffee café concept has coffee, barista, pastries, snacks, premade/packaged salads, sandwiches, desserts, and snacks. The Café serves breakfast sandwiches, lunch, and afternoon snack meal periods.
- **Second Floor Retail Space (Multi-Station Eatery):** A multi-station eatery offering primarily made-to-order foods. Concepts include freshly made menu items, grill, pizza, salad bar, and grab and go foods that are not “fast food” (but food prepared upon request that can be picked up quickly).
- **Second Floor Kitchen Area:** Located behind the second floor retail space is the kitchen area for both retail and catering needs.
- **Catering Prep Area:** There is a catering preparation and staging area on the second floor adjacent to the ballroom. The space includes an area for staging, storage, cooler units, coffee stations, and dishwashers.
- **Dry/Cold Storage:** There is a dry goods and cold storage space across from the second floor kitchen areas, which includes two walk-in cold storage units.
- **Additional Storage:** Additional storage for small wares and supplies is located in the lower level of the facility.

The following shall apply with respect to the retail food service operations of the Offeror:

- The University desires to continue offering retail food services on the first and second floors and catering throughout the building with an emphasis on nutritious, locally sourced, locally acquired, price sensitive, and sustainable concepts.
- The future provider is not limited to a Starbucks concept on the first floor and may choose a model that provides the concepts desired.
- The future provider may reimagine how the multi-station food service concept is delivered on the second floor.
- The University is interested in expanding the offerings provided in the current second floor food service retail space model. Of interest, an evening venue supporting a pub or similar concept of expanded service is desired. This concept would include a beer and wine service with a variety of food options.

8. CATERING OPERATIONS

Catering is defined as the provision of FOOD SERVICE by a commercial operation, which includes set-up, serving, and the removal of the catered food. Catering is defined by the services performed, not by the type(s) of food provided. The exclusivity of catering by the Offeror does not include food prepared by Campus Life Services staff and brought from home for office celebrations, birthdays, and similar functions.

Catering is very busy at the Campus Center and on the campus as a whole. The multitude of campus schools and departments and UM Hospital departments conduct meetings, luncheons, dinners, and social events on a regular and ongoing basis. These groups purchase their catering services from a wide variety of catering firms in the Baltimore metropolitan area. The successful Offeror will have exclusive catering rights for all events and meetings that take place within the Campus Center building with the exception of Student Groups when the event is student funded and student organized. The student organizers will be encouraged by Campus Life Services staff to provide the Offeror the opportunity to compete for this business by matching the services, offerings, and prices of other eligible caterers being considered. The successful Offeror will not have the exclusive right to catering outside the Campus Center facility but will have the opportunity to compete for this business.

9. ON PREMISE ALCOHOL & LIQUOR SERVICE

The Offeror will be the exclusive provider of alcoholic beverage services (i.e., carding, serving and distributing) in the Campus Center for all groups (including student organizations). The service must follow all the rules and procedures outlined by the Maryland Statewide Caterer's License (SCAT License), the University, and Campus Life Services. For catered events, alcohol may be purchased directly from the Offeror or provided by the group (e.g., corkage) as long as all rules and regulations in the Maryland

Statewide Caterer's License (SCAT License) and Baltimore City codes are followed. These services cannot be paid for with state or federal appropriated funds.

10. UMB & URECFIT SUMMER U CAMP

Starting with the summer of 2018, UMB and URecFit will be hosting a summer enrichment program for Baltimore City Youth from our adjoining neighborhoods. This program will utilize an administered food program provided through municipal, state and federal grants and subsidies (e.g., Baltimore Housing's Summer Food Service). This program is exempted from all retail and catering requirements in this contract as the food must be provided by sources defined by the grant. If the successful Offeror can qualify under these grants and subsidy provisions as an eligible provider, Summer U will work with the Offeror for this service within the guidelines defined by the grant and subsidies. All other food needs for this program, that is not part of these grants or subsidies, will be required to utilize the services of the Offeror.

11. MEAL PLANS

The University does not currently offer a meal plan to its students and does not have plans to implement one in the foreseeable future. If a vendor thought a voluntary limited meal plan had potential for our students and employees then the UMB One Card Blackboard system is specifically designed for various meal plan models.

12. CAMPUS VENDING

Beverage and snack vending are not included in this RFP. The Offeror cannot utilize vending machines to provide services and products that are covered by the existing vending contracts.

13. PARKING & LOADING DOCK

- The University will guarantee a single parking space for a dedicated Offeror Catering support vehicle. This cannot be a personal vehicle of an employee of the Offeror.
- No other spaces are provided for the Offeror employees. Offeror employee parking is available for purchase through the University Parking and Transportation Services Office. The Offeror will be responsible for their parking fees. Monthly and daily options exist.
- No employee of the Offeror or subcontracted service personnel shall use the loading dock or adjacent areas for parking. Violators are subject to fines and towing. Repeat violators will be asked to be removed from

service at the Campus Center. The loading dock is for loading and unloading only.

- The Campus Center has a loading dock to facilitate shipping and receiving activity. Suppliers must abide by all rules and regulations while in the loading dock. The Offeror should provide Campus Center Operations a schedule of expected deliveries.

14. STUDENT ORGANIZATION FUND-RAISING EVENTS

During the year, student groups have “bake sales” selling cakes, cookies, and other food items to raise money to fund student activities and programs. These events may take place in the public areas of the Campus Center, usually on the 1st Floor. The Offeror is made aware of these events in advance through Event Services.

E. VENDOR SUPPORT

i. Financial Requirements

- a. Offering firms shall have operated food service venues for a minimum of five (5) years and have an annual sales volume of AT LEAST \$300,000 in retail services and \$700,000 in catering services in each of the last three (3) business fiscal cycles (years).
- b. Firms must provide a statement of their financial condition, prepared in accordance with Generally Accepted Accounting Principles. We require that you provide us with an operating statement (i.e., a financial statement that gives profits and loss for a specific period) and a balance sheet for the last three years. This information is also provided for the University’s information but will not be used as part of the financial evaluation of Proposals.
- c. The University desires to operate this Agreement on a profit and loss arrangement, with no management fee or subsidy from the University to the Offeror. The University’s goal is to have a fair and balanced compensation agreement that supports both the Offeror and the University in meeting their respective financial agreements.

ii. Commission Payment, Sales Tax, Reports, Audits

- a. As part of the RFP Financial Proposal, the Offeror will be required to state the commission percentage amount of Net Revenues on the forms contained in Appendix E that will be paid to UMB by the Offeror. The term “NET REVENUE” as used herein is defined as the total receipts from retail operations and catering sales minus all taxes (i.e., sales, use,

or other taxes) collected directly from patrons of the operations conducted hereunder.

- b. The Offeror will pay the University the negotiated commission fee on a semi-annual basis. This commission fee is payable within 30 days from the end of the 2nd and 4th quarters.
- c. Offeror shall be responsible for collecting sales tax, filing appropriate sales tax returns, and remitting sales tax on retail cash receipts, credit card charges, and UMB One Card charges, all as required by Maryland law unless proof of exemption from Maryland Sales Tax is provided. UMB will reimburse Offeror for One Card sales, including sales tax, on a bi-weekly basis.
- d. UMB shall have the right to periodically audit the Offeror's costs of food, labor, supplies, and other costs. Upon UMB's request from time to time, the Offeror shall provide copies of supporting documentation for Offeror's reports submitted to UMB. Supporting documentation shall typically include copies of the Offeror's vendor invoices, receipts for food purchases, employee time sheets and time keeping records, payroll reports, and other source documents to support the Offeror's reports to UMB. The University reserves the right to audit the Offeror's books and records, at any time within 72-hour notice.

iii. **Mandatory Minimum Retail Food Operations – Service Days and Hours**

1. Minimum Required Service Hours

Term	1 st Floor Café	2 nd Floor Multi-Station
Fall * (mid-August to mid-December)	Monday-Thursday 7:00 am – 6:00 pm	Monday-Friday 11:00 am – 2:00 pm
Spring * (mid-January to mid-May)	Friday 7:00 am – 5:00 pm Saturday – Sunday Offeror's Option	Saturday – Sunday Offeror's Option
Winter Break * (mid-December to mid-January)	Monday-Friday 7:00 am – 5:00 pm	Monday-Sunday Offeror's Option
Summer * (mid-May to mid-August)	Saturday – Sunday Offeror's Option	
<ul style="list-style-type: none"> ▪ * Dates will be determined by the academic calendar and will vary slightly from year to year. ▪ Campus Center Management will provide the dates for each of these periods by June 1 for the upcoming academic year (Fall – Summer). 		

- Services will be provided for each term as listed above for all days the Campus Center is open for business. The Offeror is exempted from this requirement for any recognized federal holidays in which the Campus Center is open.
- If the University closes for weather or other types of emergencies, the retail operations will be closed. Operations will not resume until the University has reopened for business.
- Any changes to the dates or retail hours listed above will be done in agreement between the Offeror and the University. The Offeror will submit in writing the desired modifications, dates of the modification, and a rationale.
- Any changes made will reset back to the hours listed above at the start of the next scheduled term or operating period.

2. On a very limited basis (once or twice per term), the second floor retail area may be closed or have restricted hours to accommodate special University ceremonial events (e.g., commencement, convocation, etc.).
3. On a very limited basis (once or twice per term), the first floor retail area will be open for full or limited retail for services during high profile Campus Center and University Events held over the weekend (e.g., Fall and Spring University Open House, Student Orientations, etc.).

iv. **Food/Menu Selection**

a. Retail and Catering Overview

- i. Emphasis on locally sourced, locally acquired, price sensitive, and sustainable concepts.
- ii. Sustainability must be a business practice of the successful food service provider, e.g., purchasing plan of food supplies from local farmers and producers; use recyclable or compostable plates, to-go containers and eating utensils, etc.
- iii. Have a balanced menu selection that provides fast quality menu options and maintains a wide variety of healthy quality food and beverage options.
- iv. Healthy, nutritional, freshly prepared options must predominate during each meal period and food should not contain trans fats.
- v. Low-fat alternatives and low calorie alternatives for milk, cheese, salad dressings, etc. must be available.
- vi. Variety of offerings to include vegetarian, vegan, and non-gluten meals.

b. Retail Specific

- i. Have set staples on the menu that are popular as well as provide a menu of selections that rotate weekly and monthly.
- ii. Provide a daily value meal or combo special that meets the needs of a price sensitive community.
- iii. Provide nutritional information for food served.
- iv. Provide notice or warning for allergens and other dietary restrictions.
- v. Alcohol cannot be served in the first floor café' and not prior to 4:00 pm from the second floor multi-station eatery.

c. Catering Specific

- i. The Offeror will provide a diverse offering of menu and pricing options.
- ii. The Offeror shall offer an alternative catering menu for student groups with price points that are sensitive to meeting a limited student organization budget.
- iii. Catering menus and guides should be transparent and disclose all fees and costs for services in addition to customer prices.
- iv. Catered food will always be labeled so that main ingredients are identified to alert clients for allergens and dietary restrictions.
- v. Alcohol service must be done in accordance with the Offeror's held Maryland Statewide Caterer's License (SCAT License).

v. **Catering Requirements, Exclusivity & Exceptions**

The Offeror acknowledges and agrees to the following catering requirements, exclusivity and exceptions in the contract.

- a. All catering events of the Offeror originating from the Campus Center's facilities occurring in the Campus Center, throughout campus, and off-campus must be staged through the Campus Center facilities, and must be included and reported as part of the overall sales totals of the Offeror.
- b. Normal catering business hours within the Campus Center are considered Monday through Friday, 7 am – 8 pm. Activities within the Campus Center cannot be subject to a delivery charge if performed within this window.

- c. Offeror will employ an automated catering management system for banquet event orders, invoicing and collection. Additionally, UMB will have full access to the automated catering management system for reporting and auditing purposes.
- d. The successful Offeror will have exclusive catering rights for all events and meetings that take place within the Campus Center building with the exception of Student Organizations when the event is student funded and student organized. The student organizers will be encouraged by Campus Life Services to provide the Offeror the opportunity to compete for this business by matching the services, offerings, and prices of other eligible catering options being considered.
- e. Campus Life Services will be provided up to seven (7) exemptions per calendar year. These are to be utilized when the Offeror is unable to meet the required culturally appropriate food for diversity and inclusion based programming. Any exemptions utilized will be in writing with appropriate justification from the Chief Student Affairs Officer or the Contract Administrator.
- f. The Summer U program is exempted from the catering requirements unless the University deems the Offeror meets the requirements under the Baltimore City Housing's Summer Food Service program.
- g. The successful Offeror will not have the exclusive right to catering outside the Campus Center facility but will have the opportunity to compete for this business.
- h. If the Offeror is unable to provide catering services for an event in the campus center, the Offeror is waiving the catering exclusivity clause for that program.

vi. **Equipment, Fixtures, and Furniture Supplied by the University**

The University will provide food service equipment (Appendix K), including small wares, for the food services on both the first and second floors in a turnkey manner. The University will be responsible for doing full inspections, maintenance reviews, cleaning, and certify that all equipment listed are in proper working conditions prior to or at the start of the contract.

- a. The Offeror accepts full responsibility for the equipment, furniture, and fixtures turned over (listed in Appendix K) to include the following:
 - i. From **January 1 – December 31, 2019** (Year 1), the Offeror and University will evenly split (50% each) the cost of maintenance and equipment repair or replacement as necessary. This includes any preventive maintenance contracts for these services. The Offeror will be responsible for scheduling all repairs, maintenance, or

replacements. Replacement must be agreed upon by the University and the Offeror in advance when the equipment is deemed permanently inoperable. The Offeror will provide the paid invoices back to the University for processing of the 50% reimbursement of the cost incurred.

- ii. From **January 1 – December 31, 2020** (Year 2), the Offeror and University will split (75% Offeror and 25% University) the cost of maintenance and equipment repair or replacement as necessary. This includes any preventive maintenance contracts for these services. The Offeror will be responsible for scheduling all repairs, maintenance, or replacements. Replacement must be agreed upon by the University and the Offeror in advance when the equipment is deemed permanently inoperable. The Offeror will provide the paid invoices back to the University for processing of the 25% reimbursement of the cost incurred.
 - iii. From **January 1 – December 31, 2021** (Year 3), the Offeror and University will split (90% Offeror and 10% University) the cost of maintenance and equipment repair or replacement as necessary. This includes any preventive maintenance contracts for these services. The Offeror will be responsible for scheduling all repairs, maintenance, or replacements. Replacement must be agreed upon by the University and the Offeror in advance when the equipment is deemed permanently inoperable. The Offeror will provide the paid invoices back to the University for processing of the 10% reimbursement of the cost incurred.
 - iv. Starting on **January 1, 2022**, the Offeror assumes 100% of the cost of maintenance and equipment repair or replacement as necessary. This includes any preventive maintenance contracts for these services. The Offeror will be responsible for scheduling all repairs, maintenance, or replacements and will provide the paid invoices back to the University showing the current state of the equipment. The Offeror will have full ownership of all equipment listed in Appendix K. This equipment and small wares shall remain the property of the Offeror at the termination of the Contract.
- b. The Offeror will be responsible for purchasing any additional equipment necessary for providing food services for the Campus Center that is not listed in Appendix K at their own expense, and assumes 100% of the cost of maintenance and equipment repair or replacement as necessary. This equipment and small wares shall remain the property of the Offeror at the termination of the Contract.

vii. Offeror Provided Equipment and Small Wares

The Offeror shall also provide and maintain small wares required for the operation of catering and the food service areas. The Offeror shall maintain all Offeror-owned equipment, including preventive maintenance, service contracts, and equipment repair and replacement as necessary. Unless otherwise stated, this equipment and small wares shall remain the property of the Offeror at the termination of the Contract.

viii. Certifications, Codes, and Required Inspections

- a. Baltimore City Health Department License: The Offeror is solely responsible for making and maintaining the area ready for operation and obtaining a Baltimore City Health Department (BCDH) License necessary to operate. The Offeror must also meet or exceed all BCDH regulations, requirements, and standards in both design and operation.
- b. The Offeror will be responsible for obtaining and maintaining the appropriate Maryland Statewide Caterer's License (SCAT License) and all applicable Baltimore City documentation for serving alcohol at the Campus Center and throughout the UMB campus.
- c. The University will be responsible for all other facility related permits that are not directly related to the delivery of food services by the Offeror (e.g., fire and occupancy permits).

ix. Signage

Offeror must obtain approval from Campus Life Services and the University for the design and placement of any signs, trade fixtures, decorations, lettering, or advertising matter on or about the premises of the Offeror's site and maintain such signage in good condition.

x. Water Filters

For all food service equipment that have water filters, the scheduling and paying for water filter replacements is solely (100%) the responsibility of the Offeror for the entire length of the contract. The filters must be changed based on best practices of the equipment supplier within the operating parameters for the filter type used.

xi. Grease Removal and Grease Traps

The Offeror will be responsible for grease removal and grease trap maintenance in the food service areas. The grease traps are regulated by Baltimore City under Article 25 of the Baltimore City Code.
<http://www.cleanwaterbaltimore.org/Fats-Oils-and-Grease-Documents.asp>

xii. Sanitation and Cleaning

- a. The utmost importance is placed on proper sanitation standards. National Sanitation Foundation (NSF) standards will be used as the benchmark; however, the Offeror must also meet or exceed all other federal, State of MD and Baltimore City Health Department requirements.
- b. The Offeror shall ensure that all personnel are trained in ServSafe practices. The Offeror shall ensure that a manager certified in ServSafe will be present during all working hours. The Offeror shall implement and maintain a (HACCP) plan for the food service operation. This HACCP plan shall be available for review by the University or its representative as requested. The HACCP plan shall be updated to reflect changes in the Offeror's food service program as applicable.
- c. The Offeror will maintain the kitchen/food preparation area, the serving area, and food display areas in a high degree of cleanliness. The floors will be kept clean throughout the day and there will be little or no trash, such as cardboard boxes, towels, books, etc. lying on top of refrigerators, range shelves, or dish tables. At the close of each business day the Offeror is responsible for heavy cleaning and disinfecting of all areas where food is stored, prepared, or served and for trash removal from this area to a dumpster provided at the rear of the Campus Center.
- d. In common areas adjacent to each retail food service venue where the University has provided tables, chairs, and trash cans, the Offeror will be responsible for cleaning tables and chairs, pulling trash, and cleaning up spills during the hours the venue is open.
- e. The University will clean tables, chairs, floors, and pull trash in the public areas adjacent to the retail food service venues when the venues are closed. Other services the University will provide include pest management and extermination, window cleaning, and wall painting on an as needed basis (determined by the University).
- f. In the Campus Center, the Offeror is responsible for clearing, cleaning and disinfecting all tables and furniture used for serving food and staging during catered events. At the end of catered events the Offeror will assist in trash removal from this area to a dumpster provided at the rear of the Campus Center.
- g. During catered events, the Offeror will assist in the cleaning up of spills caused by an employee of the catering team. All other spills

will be reported to the Campus Center Event Services team for coordination of clean-up.

- h. The Offeror is responsible for routine scheduled deep cleaning and refinishing of the food service spaces including hard surfaces and floor finishes.
- i. The cleaning of the hoods is solely the responsibility of the Offeror. Any maintenance and repair of the hoods, including the shafts, is the responsibility of the University.
- j. The Offeror's operation is under the jurisdiction of the Baltimore City Health Department (BCHD). BCHD may make periodic visits to the Offeror's establishment to perform routine inspections and health reports. The Offeror is required to make every effort to immediately comply with the request of the BCHD inspector. The Offeror must notify the UMB Contract Administrator immediately of any unsafe or unhealthy condition and take appropriate action to remedy the condition.

xiii. Accidents and Injuries

The Offeror must notify the UMB Contract Administrator or the assigned designee of any personal injuries and accidents which require medical treatment. Failure to comply could result in the closing of the Offeror's operation and possibly termination of this Agreement.

xiv. Compliance with Law

The Offeror must obtain at its sole expense any permit(s), license(s), certificate(s), or bond(s) required by this Agreement, and Baltimore City ordinance or regulations, and any State of Maryland or federal law or regulation. The Offeror will be solely liable for and will pay at its expense all taxes assessed in connection with or arising out of this Agreement including, but not limited to, State Sales Tax, Federal and State Income Taxes, Social Security and Workers Compensation Taxes.

xv. Personnel, Training, and Supervision

- a. The Offeror must hire employees who are able to provide a very high level of customer service and friendliness. The Offeror will not decrease the staff initially proposed in response to this RFP without first consulting with the University.
- b. In the staffing model the following two positions must be identified and filled:

- Offeror will assign a food service director, dedicated solely to the UMB Contract site, who can provide an ongoing customer service training program for all employees. This person must have decision-making authority and can be contacted 24/7 in case of emergency (or a substitute for times the person is not available).
 - Offeror will assign another employee as the catering manager who will be the point of contact for event clients and Campus Center Event Services for catered offerings.
 - If either of these two positions become vacant, the Offeror must identify and refill these positions as quickly as possible. Potential replacements must be submitted and reviewed by the University to ensure proper experience and expertise for our needs. Until a permanent replacement is identified, the Offeror, within 30 days, must assign an interim person with appropriate expertise.
- c. Offeror shall provide to the University the Offeror's organizational line of authority for management personnel from the local unit to the representative at the highest corporate level, including contact names, email addresses, and telephone numbers.
 - d. The University shall be informed of any subsequent changes in the Offeror's organization that directly impacts the University's operation.
 - e. Offeror agrees to have one of its corporate representatives available to the University within seventy-two (72) hours of a University request to discuss and resolve issues related to the operation and/or to schedule a personal visit to campus.
 - f. The University shall approve the assignment of management personnel and no changes in management personnel will be made without consultation with the University.
 - g. The University reserves the right to reject any management candidates who the University, in its sole discretion, finds unsatisfactory.
 - h. Additionally, the University reserves the sole right to request the immediate removal of any contract employee it deems to constitute a safety risk or whose performance causes a significant decline in efficiency, productivity, and/or customer satisfaction.
 - i. The Offeror will have an employee training program that continually develops the skills and competencies, which includes developing cultural competency, of their employees.
 - j. The Offeror agrees to have all employees participate in specified University and Campus Center related facility and medical emergency trainings.

xvi. Office and POS Equipment

- a. The Offeror will be responsible for all necessary office equipment and supplies required to operate a food service operation in the Campus Center (e.g., office desk, telephones, chairs, file cabinets, computer, FAX, copier/scanner, POS equipment, and general office supplies).
- b. The University will supply three (3) hand-held, portable, two-way radio transceivers to the Offeror. The Offeror is responsible for any repair or replacement cost that is not due to normal wear or mandated upgrades. The Offeror, at their own expense, can purchase additional radios that meet the Campus Center University standards.
- c. The University will provide Blackboard Point of Service registers for each food service venue including all hardware, software, and technical support necessary to host our Blackboard system. The Blackboard POS registers record all sales – Cash, Credit Card, and One Card – and provide sales reports which the Offeror (as well as the University) can access on an as needed basis.
 - i. The University will require this POS system for the retail areas.
 - ii. The prospective vendor can utilize their own catering POS or work with the University's system.
- d. The Offeror has one dedicated office located within the second floor food preparation area. An additional office will be supplied by the University for the Food Service Operations if agreed upon by the Campus Center in writing to include timeframes and expectations of utilization of such space.
- e. The Offeror, with agreement from the University, can modify the existing food service operational spaces to create additional offices (at the Offeror's expense).

xvii. Business/Accounting Requirements

- a. Offeror shall be responsible to collect, manage, and deposit all cash receipts and credit card charges. Offeror shall be the merchant of record for all credit card charges (e.g., Visa,

MasterCard, Discover, etc.) and shall collect all receipts from credit card companies. All UMB One Card charges shall be retained directly by UMB.

- b. The Offeror will have complete responsibility for the financial administration of the food service facilities. Such responsibilities will include, but is not limited to, ordering all food and food related items, processing payment for all goods, acceptance and deposit of all funds, reconciliation of all accounts, preparation of annual financial reports and all other such activities that may apply.
- c. Accounting Period: The accounting period will be as mutually agreed between the University and the Offeror but in no instance shall be less than a 12-month annual accounting period made up of 12 monthly accounting periods.
- d. Records: The Offeror will maintain accurate, complete, and separate books of accounts according to accepted standards of accounting, reflecting its operations on the UMB campus, together with appropriate supporting data and documents. The Offeror will make said books of accounts and said supporting data and documents available for inspection and audit by University personnel.
- e. The Offeror will submit a detailed Sales Report to the University at the end of each accounting period, which shows complete records of sales that support the Commission Payment due for that period. The Offeror's report shall be submitted within 30 days following the close of each accounting period. The Sales Report shall include, but not be limited to:
 - i. Variance analysis of actual monthly/period Sales versus budgeted Sales.
 - ii. Variance analysis of actual year-to-date Sales versus budgeted Sales and previous year-to-date Sales.
- f. Upon the request of the University, the Offeror shall meet and review any information related to the monthly sales reports and discuss concerns, solutions, etc.
- g. Annual Financial Statement: After the conclusion of the first year of the contract, the Offeror will submit a consolidated annual Profit and Loss statement for UMB operations starting January 31, 2020 and each subsequent contract year.

- h. The Offeror will have access to review and generate reports in the Blackboard POS. The Offeror must provide the University with view and report generation capabilities in the catering POS to include sales and orders.
- i. Uncollectable Debts: At the end of the Contract any debts uncollected shall remain the responsibility of the Offeror. Any payment to the University is due at the time of billing, not at the time of collections.

xvii. Annual Plan

By November 15 of each year of the contract, the Offeror must submit an Annual Plan to the University. The Plan must include the Offeror's program and financial goals for the next year, anticipated concept and physical changes, and any proposed price adjustments. Included in the annual Plan, the Offeror must present a Marketing Plan for the coming year outlining strategies to accomplish the goals outlined in the Annual Plan.

The following list is an outline of subjects that should be included in the Annual Plan:

- a. Marketing Plan (including any new branding concepts) with goals and measurements for the next contract year
- b. New ideas and concepts for each retail food and beverage outlet and catering
- c. Changes to any catering policy and guidelines
- d. Proposed pricing structure for each retail operation and catering
- e. Proposed changes to hours of operation
- f. Customer satisfaction survey results and action plan to correct any deficiencies
- g. Proposed capital expenditures and FF&E (Furniture, Fixtures and Equipment) budget including any venue layout changes
- h. Proposed facility improvement recommendations and plans
- i. Sustainability efforts and outcomes

xviii. Assessment and Evaluation

The Offeror will adopt strategies to regularly monitor satisfaction with products, services, and brand. The Offeror will address concerns expressed by customers and the University to maintain

satisfaction. The Offeror will also develop and implement proactive strategies to remain relevant through the adoption of new, fresh, and innovative approaches to the delivery of food services. The Offeror can request assistance from the University to support aspects of the implementation of assessment and evaluation strategies.

The Offeror acknowledges and will provide the University the access necessary to invite a third party food services consultant to review the food service operations, customer dining/catering experiences, compliance, risk management, quality assurance, to compare services to national and regional benchmarks, and to measure efficiency of the food service operations. The Offeror will allow access to the appropriate data and will work with the consultant/s to complete any surveys or other instruments designed to collect the necessary information. All costs for a third party consultation is the responsibility of the University. The University will share all findings and reports with the Offeror.

xiv. Continuity of Services

The Offeror is responsible for providing services during the term of the contract. Should the Offeror's employees elect to stop work it is the Offeror's responsibility to arrange for employees from some other source that will continue to operate all University sites without any noticeable reduction in quality of service.

xv. Start of Services and Transition

The new Offeror must at a minimum schedule and participate in weekly catering transition meetings with the outgoing Offeror and, as necessary, UMB beginning no later than November 1, 2018.

Unless approved in writing by the University, the Offeror is expected to have services operating by the following dates:

- First Floor Café' – operating no later than **January 31, 2019**
- Second Floor Multi-Station – operating no later than **January 31, 2019**
- Catering – operating no later than **January 2, 2019**

F. INSURANCE

1. a. The contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the procurement officer; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required by the subcontract has been obtained and approved by the contractor and

University of Maryland, Baltimore. Approval of insurance required of the contractor and subcontractors for the University will be granted only after submission to the University of original certificates of insurance signed by an authorized representative of the insurers or, alternately, at the University's request, certified copies of the required insurance policies.

- b. The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, Workers Compensation and Employers Liability insurance, in the same manner, including the additional insured requirements in paragraph O.1.e., as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the University immediately upon request.
- c. All insurance policies required hereunder shall be endorsed to include the following provision; "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to the University."
- d. No acceptance and/or approval of any insurance by the University of Maryland, Baltimore shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provision of the Contract Documents.
- e. NAMED ADDITIONAL INSURED – The University of Maryland, Baltimore and the State of Maryland (including their elected or appointed officials, agents and employees) are to be named as additional insured under all coverages (**except Workers Compensation**), and the certificates of insurance (or the certified policies, if requested) must so indicate through inclusion of appropriate endorsement. **Coverage afforded under this paragraph shall be primary to any other insurance of self-insurance, whether or not such other insurance or self-insurance is stated as primary, excess or contingent, as respects the above additional insured, their elected and appointed officials, agents and employees.**
- f. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the contract term, the University shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the University for the entire additional cost of procuring substitute

performance and the cost of performing the incomplete portion of the Contract at time of termination.

- g. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude the University of Maryland, Baltimore or participating institutions from supervising or inspecting the operations of the contractors as the end result.
- h. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The Contractor shall be as fully responsible to the University for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.

- i. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders' rating "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.
- j. UMB will consider deductibles or self-insured retention as part of its review of the financial stability of the bidder. Any deductibles or self-insured retention shall be disclosed in the Contractor's proposal and shall be assumed by the Contractor.

2. The Contractor shall purchase the following insurance coverages:

- a. **Commercial General Liability Insurance** or its equivalent, for bodily injury, personal injury and property damage, including loss of use. It is preferred that coverage be provided on an "occurrence" basis. If "claims made" forms are submitted, the requirements noted in section O.5 must be met. Such Commercial General Liability policy shall include the following extensions:
 - i. It is preferred that the general aggregate limit applies separately to this project:
 - ii. Premises/Operations:
 - iii. Actions of Independent Contractors:

- iv. Products/Completed Operations to be maintained for two (2) years after completion of the contract.
 - v. Contractual Liability including protecting for the Contractor for claims arising out of liability assumed under this contract.
 - vi. Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusions if contained in the personal injury coverage section):
- b. **Business Automobile Liability**, which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired or non-owned motor vehicles, uninsured motorist's insurance and automobile contractual liability.
- NOTE:** INSURANCE MUST BE ON A PRIMARY BASIS.
CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS.
- c. **Workers Compensation** – statutory benefits are required by Maryland law or other laws as required by labor union agreements, including standard Other States coverage; Employers Liability coverage.
3. The coverage listed in Section III, F.2.a., b., and c. (above) shall be written for not less than the following limits of liability. **Limits can be furnished by a combination of primary and excess (umbrella) policies.**
- a. Commercial General Liability Insurance including all extensions –
 - \$2,000,000 each occurrence;
 - \$2,000,000 personal injury;
 - \$2,000,000 products/completed operations;
 - \$2,000,000 general aggregated
 - b. Business Automobile Liability -
 - \$2,000,000 each accident
 - c. Workers Compensation insurance – statutory requirements.
Employer's liability insurance - \$1,000,000 each accidental injury; and
\$1,000,000 policy limit for disease.
 - d. Food Borne Illness or Contamination Coverage
\$2,000,000.00 each occurrence
4. **Tort-Claim Act** – It is agreed that the contractor and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against any participating USM institution, any immunity of the insured from tort liability,

(including Maryland Tort Claim Act), including any limitation of liability, unless requested by any participating institution.

5. **NOTE:** If insurance required in terms 2.a.iv. and v. above has been issued on a “claims made” basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described above remain the same. The Contractor must either:
1. Agree to provide certificates of insurance evidencing the above coverages for a period of three (3) years after final payment for the contract. Such certificates shall evidence a retroactive date no later than the beginning of the Contractor’s or Subcontractor’s work under this contract, or
 2. Purchase an extended (minimum three (3) years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself, and
 3. The “retroactive date” must be effective prior to the inception of the work under this contract, and
 4. No “sunset” clauses shall apply.

A CERTIFICATION FROM AN AUTHORIZED BROKER OR AGENT THAT ALL REQUESTED COVERAGES ARE AVAILABLE AND WILL BE PROVIDED TO THE CONTRACTOR UPON AWARD OF THIS CONTRACT MUST/SHOULD BE PROVIDED WITH ANY PROPOSAL.

RFP 88630NB - FOOD SERVICES OPERATION – SMC CAMPUS CENTER
SECTION IV. EVALUATION AND SELECTION PROCEDURES

A. EVALUATION AND SELECTION COMMITTEE

All vendors' proposals received by the closing deadline will be evaluated. The Procurement Officer shall establish an Evaluation and Selection Committee to review and rate the proposals. The Committee shall be composed of representatives appointed by the Procurement Officer. The Committee may request additional technical assistance from any source.

B. EVALUATION PROCEDURE

Qualifying Proposals – The Committee shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will disqualify a vendor's proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so. Any alternate solution proposal submitted (if permitted by this document) must be complete and will be subject to a full and independent evaluation. In addition, the vendor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Each section of the proposal will be scored according to the criteria listed below.

C. TECHNICAL EVALUATION

After determining compliance with the mandatory requirements in this RFP, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria.

Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the State's best interest.

Based on the selection committee's initial review of proposals, the Issuing Office may invite, without cost to itself, ranking finalists to make a presentation of their proposal and their capabilities as a further consideration in the selection process. The University reserves the right to make an award with or without negotiation. Only those vendors who are to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in the process.

1. Initial Technical Evaluation:

Technical Proposals will be evaluated by the University's Evaluation and Selection Committee before Price Proposals. Those proposals not achieving at least 75% of the technical points available for Phase I will not continue or advance further in the procurement process. Proposers'

whose technical proposal achieves the required, minimum technical score of 75% or better of the available technical points will continue in the procurement process and be asked to participate in an Oral Presentation Session at the University.

Technical scoring will be based upon information provided in response to the desirable items in this RFP.

Upon completion of the initial technical evaluation, all proposers will be notified as to the results of the initial technical evaluation.

2. **Oral Presentations:**

Those Offerors whose Technical Proposals achieve the required 75% minimum or better technical score will be requested to participate in an Oral Presentation at the University.

The due date and time of the Oral Presentation will be set by the University upon completion of the initial evaluation of the Technical Proposals. It is anticipated, however, that Oral Presentations will be conducted on **Wednesday, September 12, 2018**. This date will be verified by letter sent to the applicable Offerors at the time it is requested. **All Offerors are requested to set this date aside for these sessions on the Manager's and his/her immediate Supervisor's calendars so as to avoid any conflicts.**

The purposes of the presentation are as follows:

- To allow the University to meet the Proposer's Key Personnel;
- To allow the University to review and discuss aspects of selected areas of the Offerors' Technical Proposal and
- To provide an opportunity to clarify the University's scope of services to be provided by the successful vendor.

At this time, it is anticipated that each Offeror will be requested to have the following personnel attend the oral presentation: the Manager, and his/her immediate Supervisor.

At the time the Oral Presentations are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions inclusive of the topics, time periods, and requested personnel.

3. **Site Visits**

The University may wish to tour facilities identified by each Offeror who has met the 75% threshold for its First Phase technical evaluation. These visits will be to evaluate their operational capabilities firsthand, to determine if they have the organizational fit and personnel to meet the demands of the food service location on UMB's campus that comprise this proposal. The University has

scheduled the **week of September 17, 2018 – September 21, 2018** for these visits. Offerors should be prepared for their customers to host tours of up to two (2) of their contracted facilities during this week.

The University will be responsible for making all reservations for on-site visits to tour potential offeror's other retail locations for purposes of evaluating the operational capability of each finalist.

If, as a part of the evaluation process, it becomes necessary for out-of-state site visits to be made by evaluation committee members, the vendor whose site is being visited will be required to pay for the evaluator's travel expenses. These expenses will include transportation (non-first class), lodging and meals. Note that reimbursements will be made at the State of Maryland set rates only.

The University will be responsible for making all reservations and will submit an invoice to the vendor once all the charges have been identified. No direct reimbursements may be made to any University employee. No gratuities (such as meals) from the vendors to University personnel are permitted.

NOTE: UMB as part of the evaluation process will score firms based upon their experience in operating food service venues in university/college or similar institutional settings. Your company should make every effort to provide references from similar organizations with similar retail food service operations requested in this RFP.

4. **Second Phase Technical Evaluation**

Following the Oral Presentations and Site Visits, a second technical evaluation will be conducted in which all categories of the technical proposal will be re-evaluated based on the Oral Presentation Session and Site Visits. Key Personnel and Firm References will be incorporated during this evaluation. The order of importance of the technical criteria will remain the same.

Offerors **must** maintain a minimum technical score of 75% of the available technical points in the Second Phase Technical Evaluation in order to advance in the procurement. Upon completion of the Second Phase Technical Evaluation, all Proposers will be notified as to the results of this evaluation.

D. MINIMUM TECHNICAL SCORE

Vendors must achieve a minimum technical score of **75%** of the total points available for the technical evaluation in order to be considered for further evaluation. Vendors not achieving this minimum technical score will have their financial volumes returned to them.

E. FINANCIAL EVALUATION

The separate cost volume of each qualified proposal will be distributed to the committee following the completion of the technical evaluation. The committee will determine total commission/revenue of the proposals in order to establish a financial ranking of the proposals, from lowest to highest total commission/revenue. If a numeric scoring system is used, the lowest total commission/revenue will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionally lower points.

Prompt payment discounts offered for payment within less than 30 calendar days will not be considered in evaluating offers for award. However, offered discounts of less than 30 days will be taken if payment is made within the discount period, even though not considered in the evaluation for award.

F. FINAL RANKING AND SELECTION

If a numeric scoring system is used, the resulting scores from the technical and financial evaluation of proposals will be used as a guide in determining the successful offeror(s). The Evaluation and Selection Committee will choose from among the highest rated proposals which will best serve the interests of the University in accordance with the University System of Maryland Procurement Policies and Procedures in its recommendation of award to the Procurement Officer. Technical merit will be given **Greater** value **Than** cost.

G. CRITERIA FOR TECHNICAL EVALUATION

The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed below. Each committee member will score the proposals on each major criterion.

TECHNICAL PROPOSAL

Evaluation Criteria

1. Statement of Approach To The Contract
2. Contract Experience/Reference
3. Company Profile/Organizational Chart/Key Personnel
4. Marketing Plan
5. Sample Reports
6. Training Plan
7. Economic Benefits

RFP 88630NB - FOOD SERVICES OPERATION - SMC CAMPUS CENTER

SECTION V. INFORMATION REQUIRED IN VENDOR PROPOSALS

A. TRANSMITTAL LETTER

A transmittal letter shall accompany the Technical Proposal.

A transmittal letter must be prepared on the vendor's business stationery. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the proposal.

The Transmittal should include the following:

- Name and address of the Bidder;
- Name, title, email address and telephone number of primary contact for the Bidder;
- Solicitation Title and Solicitation Number that the Bid is in response to;
- Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
- Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual's Social Security Number;
- Bidder's MBE certification number (if applicable);
- Any information which is claimed to be confidential is to be noted by reference and included in the Transmittal Letter. Each page that is confidential or proprietary must also be marked.

B. TWO VOLUME SUBMISSION

The selection procedure for this procurement requires that the technical evaluation of the proposals is to be conducted before the cost data are distributed to the Evaluation and Selection Committee. Consequently, each proposal must be submitted as two separate enclosures as indicated below. Failure to do so may constitute disqualification of a vendor's proposal.

C. VOLUME I – TECHNICAL

This volume should be prepared in a clear and precise manner. It should address all appropriate points of this RFP except financial information. This volume consists of and must contain the following sections:

1. Management Summary
2. Compliance with RFP Specifications
3. Certification to provide insurance as required
4. Bid/Proposal Affidavit

5. Maintenance/Service Contract and Contract Affidavit
6. Certificate Regarding Investments in Iran
7. MBE Affidavit with MBE Schedule

The **Management Summary** should contain a brief synopsis of the needs of the University relative to this RFP and the solution that the vendor is offering through their proposal.

The **Compliance with RFP Specifications** is to be prepared in the same sequence as the Specifications section of this RFP. The proposal must be expressly clear as to whether or not the vendor can satisfy each point of the RFP specifications. This section is not to be prepared with YES or NO replies only. The vendor must describe how he will provide the (services/products) specified to satisfy the stated requirements or conditions. NOTE: Financial Condition or Annual Report must be included in this section.

Any other information that may be relevant but does not fall in the above format should be provided as an appendix to this volume. Minor irregularities in the proposals, which are immaterial or inconsequential in nature, may be waived whenever it is determined to be in the best interest of the University.

If company literature or other publications are included and intended to respond to an RFP requirement, the response in this volume should include reference to the document name and page.

Technical volumes containing no such citations will be considered complete and without need to refer to other documents, i.e., the Evaluation and Selection Committee will not be required to refer to any additional documents for the vendor responses to RFP requirements during the evaluation process.

D. VOLUME II – FINANCIAL

This volume must be submitted in a sealed envelope separate and apart from the technical volume. It must contain the following:

Complete commission/revenue information for all equipment and/or services proposed including any and all discounts.

Proposer shall use the same pricing format required by the University in this RFP (if such a format was specified).

E. SUBMISSION

Vendors must submit the required number of copies of his/her proposal by the closing time and date specified in Section I.E of the RFP.

1. **STATEMENT OF APPROACH TO THE CONTRACT**

Provide a comprehensive narrative that describes your plan or vision for retail food services on the UMB campus. Indicate “**how**” your firm would provide the food services as outlined in this RFP, utilizing your management, organization, and resources. The plan should provide the following information:

- A. Describe in detail the retail food concept(s) you are proposing for the Campus Center food service operations on the current first floor (Café) and Second Floor (Multi-Station Eatery). Provide detail regarding:
- Overview of food service concept(s) in this space
 - Operation plan: hours of operation, operating days, concept type
 - Staffing model and tell us how you plan to manage customer queues and wait time
 - Sample menus, menu prices, and sample sizes
 - Standardized recipes and nutritional information
 - Purveyor sourcing plan
- B. Describe in detail your firm’s proposed catering program. At a minimum the program should include three tiers of service: student group (no frills), general meetings and conferences, University Administrative high level catering. For each catering tier proposed, provide:
- Event booking procedure - on-line, in person, software package, etc.
 - Sample menus, menu prices, and sample sizes
 - Standardized recipes and nutritional information
 - Purveyor sourcing plan
 - Invoicing and payment methods
- C. The University is looking for new and different ways to expand food service options on the second floor after 4pm utilizing a Pub or University Club concept serving beer and wine that offers a unique menu. Describe in detail your vision and ideas to provide a new and successful evening alternative:
- Overview of your vision and concept for this type of service; describe how it will look and feel to the consumer.
 - What amenities or programs would you solely provide or in partnership with the University.

- Describe the operations of this new concept including hours of operation, services provided, and additional information.
 - What days and hours would it operate.
 - Sample menus, menu prices, and portions.
 - How will you market this service and space.
 - Purveyor sourcing plan.
- D. Describe your proposed layout and design of how the food services venue will enhance food services at UMB. You will be asked in the Financial Proposal to state the amount of investment your company will commit for any proposed renovations and fit-out.
- E. Provide a list of all the equipment your firm will provide for food services in the current retail venue. Please also include the proposed use of the equipment and how it will benefit food services at UMB.
- F. Describe how your company will address the University Community's sensitivity to price, and how your business model will incorporate menu and product selections that are competitive when benchmarked against other food venue in the surrounding area.
- G. Describe your company's customer service philosophy and provide details that address these issues, such as training manuals, training programs, guest satisfaction tracking, and employee and management incentives.
- H. Describe your Company's commitment to local sourcing of food services (i.e., buying local fruits and vegetables, hiring employees, investing in local community) and for creating opportunities for diversified supplier integration, including local providers in West Baltimore, the City of Baltimore and the State of Maryland, including the solutions you will provide. Also, describe your Company's commitment to sustainability through the conservation of natural resources and the natural environment and the programs you have in place to promote such initiatives.
- I. Provide a Transitions Plan that outlines the transitions from the current Offeror to the new Offeror.

- J. Describe your concept for educational offerings (classes, demonstrations, learn-how, nutritional, etc.) your company would offer including, but not limited to, how it would be offered, who it would serve, and cost (if applicable).
- K. Provide details on your proposed sanitation plan for this contract.
- L. Provide a copy of your proposed catering policies and guidelines to include the following:
- Minimum ordering timeframe/window for clients
 - Minimum order or guarantees for service (e.g., dollar amount, headcount, or both)
 - Cancellation policies
 - Delivery guidelines and cost
 - Service Ware and Linen cost
 - Cost for Service Staff including type of service, cost per hour, and minimum hours
- M. Describe your Company's commitment to providing nutritional and healthy meal options.
- N. Describe your Company's commitment to continually improve your product, service, and brand. The plan should include, but is not limited to the following, and should outline specific action plans:
- Measurement strategies and tools to assess customer satisfaction to ensure a successful contract
 - How customer concerns will be addressed and remedied
 - Pricing review and benchmarking against comparable models of service
 - Assessment plan in regards to operations, service, and business indicators
 - Assessment of staff and employee performance
 - Assessment of your brand across the University community

2. **CONTRACT EXPERIENCE/REFERENCES**

Offering firms shall have operated food service venues for a minimum of five (5) years and have an annual sales volume of \$300,000 or more in retail services and \$700,000 or more in catering services in each of the last three (3) business fiscal cycles (years).

- A. **Contract Experience:** The Proposer is to complete a “**Contract Experience/Reference Form**” (Appendix G) for two contracts in which the Proposer has worked on in the past three to five years. These contracts should be of comparable size and complexity as described herein for UMB.

In completing this form, the Proposer is to include the following:

- i. Name, address, contact person, email address, telephone number (inclusive of area code) and fax number for the Owner/Client;
- ii. A brief, but informative description of the contract to include, but not be limited to, food service concept, menu type, number of meals served per day, number of employees at this location;
- iii. Contract type: i.e., profit and loss, management fee, subsidy;
- iv. The dollar volume for the contract/food location;
- v. The contract term (start date, completion date).

NOTE: The University reserves the right to contact any of your current customers where you are providing services.

- B. **Contract References:** All references for the Contracts noted above will be checked during the Second Technical Evaluation Phase. Only firms who achieve the minimum required score of 75% of the available technical evaluation points or better will move forward to the Second Technical Evaluation Phase. However, all firms responding must provide this information within their **Technical Proposals**. The University reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer.

Please be sure that accurate information is provided and that the contact person is capable of speaking to your firm's capability in performing the services required

3. **COMPANY PROFILE/ ORGANIZATIONAL CHART/ KEY PERSONNEL**

A. **Company Background:** The Proposer should complete the enclosed “**Company Profile Form**” (found in **Appendix F**) and include an organizational chart of both the parent company, and any local branch office, which would serve the University, if applicable. The Proposer should include the following information:

- a. Location and size of parent company, inclusive of service provided to the branch office, and to the University; if a parent company is not applicable, provide this information on the Proposer's firm only.
- b. Location and size of branch office, inclusive of services provided to the University, if applicable.
- c. Brief history of the firm including:
 - 1) Length of time in business;
 - 2) Principals of the company;
 - 3) Prior names of the business; and
 - 4) Number of employees.

B. **Organizational Chart:** Provide an Organizational Chart of the parent company (if applicable), showing its influence on the branch office serving the University. Also, provide an Organizational Chart of the branch office or Proposing firm showing the scope of the organization serving the University.

C. **Key Personnel:** Complete the “**Key Personnel Form**” (**Appendix H**) for the individual being proposed as On-Site Manager and Supervisor for this contract, including the following:

- a. Educational history, applicable training received, certifications earned, including dates of attendance, dates of certifications earned;
- b. Employment history, including dates of employment (starting and ending dates) and positions held and dates applicable for each of these positions;

- c. Experience in similar contracts, both with your firm and other firms (preferably for those projects listed in response to the similar contracts given for Item #2 above). Give a brief one-line description of the contract if not described elsewhere in the Technical Proposal. Also, indicate the role the person performed for the project/contract (i.e., Manager; Assistant Manager; Supervisor; Cashier; etc.)
- d. References: All references for the Manager and Supervisor and the Contracts will be checked during the Second Technical Evaluation Phase. Only the firms who achieve the minimum required score will move forward to the Second Technical Evaluation Phase. However, all firms responding must supply this information within their **Technical Proposals**.

Provide **two** references on the proposed Manager, and any other designated individuals needed for the contract's success, inclusive of the contact person, and phone number. Such references are to be **contract references not employment references**. It is important that such references can speak to the performance of the person in the role to be assigned.

It is imperative that the contact names, phone numbers, fax numbers and email addresses given for the projects listed are accurate. In addition, the University reserves the right to check other sources available, including itself, if not provided as such by the Proposer.

Ideally such references are to be from different contracts, that is, only one reference per contract. If extenuating circumstances require otherwise, please provide sufficient explanation.

NOTE: The Proposer is committing that this individual will be the assigned Manager(s) on this contract. In the event the Manager is on vacation or leave, the firm **MUST** provide another Manager equal in experience and skill to replace the contracted Manager during their leave. Information on this individual must be submitted to the Senior Accountant, for review and approval, **PRIOR** to the firm assigning the individual as the replacement for the position. An amendment to the

Contract will also need to be completed to evidence any such managerial change.

4. MARKETING PLAN (APPENDIX D)

The contractor should provide a “Marketing Plan” for the retail outlet with the submission of their proposal. This Marketing Plan should include a description of how the Contractor plans to differentiate their business concepts from other food vendors in the surrounding area in order to attract sales.

Describe your communications strategy, grand opening plan, promotions, and any other value-added service or program initiatives proposed.

Describe and provide examples of how your company will use social media and networking to market and promote the UMB food service venue to the UMB community: students, faculty, staff, and visitors.

Describe any materials and information your company will provide for the UMB website.

Describe your Company’s marketing and promotional support services that will be made available for marketing and promoting food services under this contract.

Describe how your Company will emphasize its commitment to healthy eating and how it will procure locally sourced food whenever possible.

5. SAMPLE REPORTING

Provide sample reports to show the scope of your reporting capabilities. These reports should, however, be indicative of the type of useful information that one would expect to get as a quick snapshot into the current state of the business: including, but not limited to, trends, increases/decreases. These reports differ from the mandatory reporting that is required as part of Section III (those reports must be submitted in order to be considered for further consideration). These reports can show the creative side of your capabilities that include graphs, charts, statistics, etc. and any further pertinent information that may be beneficial to our food service operations.

6. **TRAINING PLAN**

Provide a narrative describing the employee training program for all levels of employees. This description may also include any audio-visual materials used in the training program. The plan should include training for new employees, as well as current employees for job advancement.

7. **ECONOMIC BENEFITS**

Provide a detailed, but concise, overall description as to how the award of this contract will benefit the economy of the State of Maryland if you firm is the successful Contractor. Such items include, **but are not limited to:**

- a. Contract dollars to be recycled into Maryland's economy in support of this contract, through use of Maryland subcontractors, suppliers, and joint venture partners.
- b. The number and type of jobs for Maryland residents resulting from the contract.
- c. Tax revenues to be generated for Maryland and its political subdivisions.
- d. Any other benefits to the Maryland economy which the Offeror promises will result from awarding the contract to the Offeror. Describe the benefit, its value to the Maryland economy and how it will result from the contract award.

SECTION VI. APPENDICES AND ATTACHMENTS

APPENDIX A -	Schedule B – Terms and Conditions of Solicitation and Purchase Order Terms and Conditions
APPENDIX B -	Bid/Proposal Affidavit
APPENDIX C -	Maintenance/Service Contract
APPENDIX D -	Contract Affidavit
APPENDIX E -	Price Proposal Form
APPENDIX F -	Company Profile
APPENDIX G -	Company References
APPENDIX H -	Key Personnel
APPENDIX I -	Marketing Plan
APPENDIX J -	Food Service Dimensions and Pictures
APPENDIX K -	Food Service Equipment List
APPENDIX L -	Food Services Sales
APPENDIX M -	Campus Map
APPENDIX N -	Certificate Regarding Investment in Iran
APPENDIX O -	Schedule MBE and Attachments

APPENDIX A

SCHEDULE B University of Maryland, Baltimore SOLICITATION TERMS & CONDITIONS November 2006

Definitions:

- (a) "Vendor" or "Contractor" means a person, partnership, corporation or other entity submitting an offer in response to a University solicitation.
- (b) "Offer" means a quote submitted by a vendor.
- (c) "UMB" means the University of Maryland, Baltimore or any other component of the University System of Maryland (USM) on behalf of which this procurement is made by UMB.
- (d) "Contract" an agreement entered into by UMB for the acquisition of supplies, services, construction, architecture services and engineering services.

Terms:

1. Reservation of Rights. This solicitation creates no obligation on the part of UMB. This solicitation may be cancelled at any time prior to opening of offers. UMB reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services described in the solicitation. Offers may be modified or withdrawn by written notice received prior to the time and date set for opening. UMB reserves the right to accept or reject any and all offers in whole or in part. The University reserves the right to make awards by item, groups of items, multiple awards, or on an all or none basis as best serves the interests of the University.
2. Pricing. The unit price shall be considered as the offer price, which will be evaluated by UMB. Separate unit prices shall be submitted for each item; extensions shall be indicated where applicable and total offer price shown when requested. Unless otherwise provided in the solicitation, offer prices are irrevocable for a period of 90 days following the date set for offer opening.
3. Specifications; Equivalents. All materials, equipment, supplies or services shall conform to applicable Federal and State laws and regulations and to the specifications contained in the solicitation. Any manufacturer's names, trades names, brand names, information and/or catalog numbers listed in a specification are for information and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item(s). If offers are based on equivalent products, the vendor shall indicate on the offer form the manufacturer's name and product number and shall submit with the offer cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous offer shall not satisfy this provision. The vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. UMB reserves the right to determine acceptance of any items proposed as equivalent. Offers which do not comply with these requirements are subject to rejection. Offers lacking any written indication of intent to offer an alternate brand shall be received and considered in complete compliance with the specifications as listed on the solicitation form.
4. Samples. UMB reserves the right to request and be furnished samples, at no expense to UMB, prior to or after the award, for the purpose of quality and specification evaluation. Samples shall be returned, upon request, at the vendor's expense. UMB does not guarantee that Samples returned will be in the same condition as when submitted.
5. Vendor's Terms and Conditions. – N/A
6. Minority Business Enterprise Notice.
 - (a) Minority business enterprises are encouraged to respond to this solicitation
 - (b) Refer to the specifications of the solicitation for identification of Minority Business Enterprise "MBE" participation goal.
7. Public Information Act Notice. Offerors shall give specific attention to the identification of those portions of their responses that they deem to be confidential, proprietary information or trade secrets and shall provide justification why such materials, upon request, should not be disclosed by UMB under the Public Information Act, Part III, Title 4, General Provisions Article, Annotated Code of Maryland.
8. Arrearages. By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.
9. Bid/Proposal Affidavit. The attached bid/proposal affidavit shall be completed and submitted by the vendor with the bid or proposal. The terms and conditions of the affidavit will be incorporated into and made a part of any contract resulting from this solicitation.
10. Bid Security. Solicitations for construction contracts reasonably expected by the procurement officer to exceed \$100,000 shall require a bid security in an amount equal to at least 5% of the amount of the bid or price proposal. For all other non-construction contracts, refer to the specifications of this solicitation addressing bid security. Absence of any such reference shall mean that no bid security is required. Notwithstanding the above, notice of a bid security is required if a federal law or condition of federal assistance for the contract requires it.
11. Ethics. The Vendor is responsible to assure compliance with the Maryland Public Ethics Law, Title 5, General Provisions Article, Annotated Code of Maryland. The Public Ethics Law prohibits, under certain circumstances, (i) present and former officials and employees of State agencies, or (ii) businesses in which those persons or their close relations hold employment or economic interests, from submitting bids or proposals, negotiating for themselves or others, or entering into contracts with the State. In the event a violation of the Maryland Public Ethics Law occurs in connection with a Vendor's response to this solicitation or a resulting contract award to a Vendor, the University reserves the right to reject the proposal or declare an event of default of the

contract awarded to the Vendor. Any Vendor with concerns about compliance with the Maryland Public Ethics Law is encouraged to contact the State Ethics Commission for more information.

12. Rights in Inventions. For the consideration payable under this Contract, Vendor agrees to report any invention arising out of the Work required by this Contract to UMB. UMB shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Vendor as part of the performance of Work. Vendor hereby assigns all right, title and interest in and to inventions made in the course of the Work to UMB and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.
13. Copyrights. For the consideration payable under this Contract, the work product required by this Contract shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UMB shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all right, title and interest in and to the work to the UMB.
14. Acknowledgement of Addenda. If it becomes necessary to revise any part of the bid, addenda will be posted to the eBid Board website at www.procurement.umb.edu <<http://www.procurement.umb.edu>>. It is the responsibility of the bidder to check the website frequently until the opening date for addendums, amendments, and changes. A written acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all vendors submitting a bid.
15. Conflict of Interest. An individual or a person that employs an individual who assists the University in the drafting of specifications, an invitation for bids, a request for proposals for a procurement or the selection or award made in response to an invitation for bids or request for proposals may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.
16. Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act"). Contractor acknowledges that the University of Maryland Baltimore is a HIPAA hybrid covered entity. Contractor agrees that Contractor's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by UMB. Such Business Associate Agreement is either attached hereto as Schedule H or Contractor shall promptly execute such Business Associate Agreement upon the University's request. Contractor shall also cause any subcontractor, agent, or party under Contractor's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by UMB.

PURCHASE ORDER TERMS & CONDITIONS **March 2007**

1. Parties. The parties to this Contract are the Contractor identified on the Purchase Order ("P.O.)/Contract and UMB. In contractual matters, UMB shall be represented by a Procurement Officer designated in writing by UMB. The original Procurement Officer for this Contract is named on the P.O., which designation may be changed from time to time by UMB. If UMB is acting as procurement agent for another institution in the University System of Maryland, such institution is the party in interest under the Contract, and will be identified on the P.O. For such contracts, all rights and liabilities of UMB pursuant to the Purchase Order and applicable law shall be the rights and liabilities of that institution, which the UMB may exercise as agent, and UMB shall have no liability to the Contractor pursuant to the Contract. If more than one person or entity is identified on the P.O. as Contractor, each of them shall have joint and several liability for the performance of this Contract.
2. Conflicting Terms. Any proposal for terms in addition to or different from those set forth in this P.O. or any attempt by the Contractor to vary any of the terms of this P.O. by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this P.O. is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this P.O. may not be waived.
3. Clauses Incorporation by Reference. This Contract consists of the terms and conditions of this P.O. and any amendments of the P.O. All terms and conditions of the solicitation, and any amendment thereto, are made a part of this Contract.
4. Invoices. A separate invoice for this P.O. or for each shipment shall be rendered following shipment. All invoices must be forwarded directly to the Accounts Payable Department, University of Maryland, Baltimore, Saratoga Street Offices, Level 02 Room 02-123, 220 Arch St., Baltimore, Maryland 21201-1531. THE CONTRACTOR'S FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST BE INCLUDED ON THE FACE OF ALL INVOICES BILLED TO UMB. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
5. P.O. Number. The P.O. number must be stated on all related invoices, delivery memoranda, bills of lading, packages, correspondence, and/or MSDS forms (see para. 18).
6. Specifications. All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.
7. Delivery and Acceptance. Delivery shall be made in accordance with the solicitation specifications. UMB, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. UMB unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. UMB reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal.

Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. UMB reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

8. Delays. The Contractor agrees to perform the work continuously and diligently, and no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in the Contract.
9. Tax Exemption. UMB is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption Certificates shall be completed upon request. Where a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.
10. Non-Hiring of Employees; Conflict of Interest. (a) No official or employee of the State, as defined under State Government Article, SS15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract shall, during the pendency or term of this contract and while serving as an official or employee of the State, become or be an employee of the contractor or any entity that is a subcontractor on this contract.
11. Non-Discrimination in Employment and Equal Opportunity. (a) The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability and to post, and to cause subcontractors to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
12. Financial Disclosure. The Contractor shall comply with State Finance and Procurement Article, 13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more during a calendar year, shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.
13. Political Contribution Disclosure. Contractor shall comply with, and require its officers, directors, and partners to comply with, the provisions of Election Law Article, Annotated Code of Maryland, Section 14-101 *et seq.*, which requires that every person doing public business (as there defined), and every individual whose contributions are attributable to the person entering into such an agreement, during a calendar year in which the person receives cumulative consideration of \$200,000 or more from public business, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the lease or contract term on (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
14. Anti-Bribery. The Contractor warrants that neither it nor any of its officers, directors, or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.
15. Corporate Registration. Pursuant to 7-201 *et seq.* of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.
16. Contingent Fees. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
17. EPA. Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.
18. OSHA; MSDS. All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards. Pursuant to 29 CFR part 1910, where applicable, an MSDS for the products supplied or used in carrying out this Contract must be sent to:
University of Maryland, Baltimore
Associate Director for EHS
714 West Lombard Street
Baltimore, MD 21201-1010
19. Termination for Convenience. Upon written notice to the Contractor, UMB may terminate this Contract, in whole or in part, whenever UMB shall determine that such termination is in its best interest. UMB shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for anticipatory profits. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies & Procedures.
20. Termination for Default. When the Contractor has not performed or has unsatisfactorily performed the Contract, payment shall be withheld at the discretion of the State. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the Contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies & Procedures.
21. Disputes. This Contract shall be subject to USM Procurement Policies & Procedures. Pending the resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.
22. Multi-Year Contracts. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall terminate automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

23. Intellectual Property. Contractor agrees to defend upon request and indemnify and save harmless UMB, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.
24. Maryland Law. The provisions of this Contract shall be governed by the laws of Maryland.
25. Pre-Existing Policies & Procedures. The USM Procurement Policies & Procedures in effect on the date of execution of this Contract are applicable to this Contract.
26. Indemnification. UMB shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract.
27. Drug and Alcohol Free Workplace. The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the contractor shall remain in compliance throughout the term of this purchasing order.
28. Retention of Records. The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.
29. Ethics. This purchase order is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any UMB employee in connection with this procurement.
30. Rights in Inventions. For the consideration payable under this Contract, Vendor agrees to report any invention arising out of the Work required by this Contract to UMB. UMB shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Vendor as part of the performance of Work. Vendor hereby assigns all right, title and interest in and to inventions made in the course of the Work to the UMB and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.
31. Copyrights. For the consideration payable under this Contract, the work product required by this Contract shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UMB shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all right, title and interest in and to the work to the UMB.
32. Ownership of Documents. All documents which are prepared by the Vendor and form a part of its services shall be the property of UMB and shall be delivered to UMB upon termination of this Contract if UMB so requests. The Vendor shall be responsible for the protection and/or replacement of any original documents in its possession. UMB shall receive all original drawings and the Vendor shall retain a reproducible copy.
33. Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act"). Contractor acknowledges that the University of Maryland Baltimore is a HIPAA hybrid covered entity. Contractor agrees that Contractor's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by UMB. Such Business Associate Agreement is either attached hereto as Schedule H or Contractor shall promptly execute such Business Associate Agreement upon the University's request. Contractor shall also cause any subcontractor, agent, or party under Contractor's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by UMB.

12.00089 (Rev. 11/15)

APPENDIX B

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on _____ behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has _____ considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 _____ of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or _____ preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of _____ characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any _____ person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is _____ understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this _____ project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the _____ past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder _____ discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under _____ Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not _____ identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes _____ grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees _____ directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had _____ probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a _____ charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as _____ follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the _____ date, court, official or

administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)–(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)–(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the

State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;

(h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: _____ Address: _____ .

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) _____ counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is _____ subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract _____ resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or _____ any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of _____ Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with _____ respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE _____ TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____ (Authorized Representative and Affiant)

12.0021 (Rev. 07/2010)

APPENDIX C

MAINTENANCE/SERVICE CONTRACT

Contract No. _____

University of Maryland, Baltimore

This Contract is entered into between _____ (hereinafter referred to as Contractor) and the University of Maryland, Baltimore (hereinafter referred to as the University or UMB).

1. SCOPE:

2. TERM: The term of this contract shall begin on _____ and terminate on _____.

3. COMPENSATION AND METHOD OF PAYMENT: As compensation for satisfactory performance of the work described herein, the University will pay the Contractor an amount not to exceed _____.

The Contractor's Taxpayer Identification Number consisting of the Social Security Number for individuals and sole proprietors or the Federal Employer Identification Number for all other types of organization is: _____.

The Contractor shall be paid only for items or services that are specifically named in this contract. No additional costs for items or services will be paid by the University without its prior express written consent.

4. INVOICING: Invoices shall be rendered _____ to the satisfaction of the University's designated representative and shall be payable as provided. The work shall be delivered free from all claims, liens, and charges whatsoever.

5. PAYMENT OF UNIVERSITY OBLIGATIONS: Payments to the Contractor pursuant to this contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by Public Service Commission of Maryland with respect to regulated public utilities, as applicable are prohibited.

6. LIABILITY: All persons furnished by Contractor shall be considered solely its employees or agents and Contractor shall be responsible for payment of all unemployment, social security and other payroll taxes, including contributions from employees when required by law.

Contractor agrees to indemnify and save the University harmless from any claims or demands (including the costs, expenses, and reasonable attorney's fees on account thereof) that may be made: (1) by anyone for injuries to persons or damage to property resulting from Contractor's acts or omissions or those of persons furnished by Contractor or (2) by persons furnished by Contractor or

Contractor's subcontractors under Workmen's Compensation or similar acts. Contractor also agrees to defend the University at its request, against any such claim or demand. The University agrees to notify Contractor promptly of any known written claims or demands against the University for which Contractor is responsible hereunder.

The University shall not assume any obligation to defend, indemnify, hold harmless, or pay Attorney's fees that may arise from or in any way be associated with the performance or operation of this agreement.

Contractor shall maintain, during the term thereof, Workmen's Compensation Insurance, Public Liability Insurance, and if the use of automobiles is required, Automobile Public Liability Insurance. Contractor shall also require its subcontractors, if any, who may enter upon University premises to maintain such insurance. Contractor and its subcontractors shall furnish the University, when requested, with copies of policies or other satisfactory proof of insurance.

7. COMPLIANCE WITH LAWS: The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all Federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

8. UNIVERSITY WORK RULES: Employees and agents of Contractor and any subcontractors shall while on the premises of the University, comply with all University rules and regulations including, where required by Government Regulations, submission of satisfactory clearance from the U.S. Department of Defense or other Federal Authority concerned.

Contractor shall acquaint itself with conditions governing the delivery, receiving and storage of materials at the work site if applicable to this work, as not to interfere with University operations. Contractor shall not stop, delay or interfere with University work schedule without the prior approval of the University's specified representative. Contractor shall provide and maintain sufficient covering to protect stock and equipment from the action of its work, if applicable.

9. HARMONY: Contractor shall be entirely responsible for working in harmony with all others on the work site when Contractor is working on University premises.

10. **WARRANTY:** Contractor warrants that material and/or services furnished hereunder will be fit for the purposes intended and will be free from defects in material and workmanship where applicable.

11. **MODIFICATIONS IN THE WORK:** This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.

12. **NON-HIRING OF EMPLOYEES:** No official or employee of the State of Maryland, as defined under State Government Article, SS 15-102, Annotated Code of Maryland, whose duties as such official or employee include matter relating to or affecting the subject matter of this contract, shall, during the pendency or term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

13. **DISPUTES:** This contract shall be subject to the USM Procurement Policies and Procedures pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

14. **MARYLAND LAW PREVAILS:** The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract.

15. **NON-DISCRIMINATION IN EMPLOYMENT:** the Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

16. **SUSPENSION OF WORK:** The procurement officer unilaterally may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the University.

17. **PRE-EXISTING REGULATIONS:** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this contract are applicable to this contract.

18. **DELAYS AND EXTENSIONS OF TIME:** The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever, during the progress of any portion of the work specified in this contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State of Maryland in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires,

floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

19. COST AND PRICE CERTIFICATION:

A. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

(1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or (2) a change order or contract modification expected to exceed \$100,000, or smaller amount set by the procurement officer.

B. The price under this contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

20. TERMINATION FOR DEFAULT: If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor, shall at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

21. TERMINATION FOR CONVENIENCE: The performance of work under this contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

22. FINANCIAL DISCLOSURE: The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the businesses.

23. **POLITICAL CONTRIBUTION DISCLOSURE:** Contractor shall comply with, and require its officers, directors, and partners to comply with, the provisions of Election Law Article, Annotated Code of Maryland, Section 14-101et seq. which requires that every person doing public business (as there defined), and every individual whose contributions are attributable to the person entering into such an agreement, during a calendar year in which the person receives cumulative consideration of \$200,000 or more from public business, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the lease or contract term on (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

24. **CONTINGENT FEE PROHIBITION:** The Contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

25. **RETENTION OF RECORDS:** The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the procurement officer or designee, at all reasonable times.

26. **MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS:** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

27. **LIQUIDATED DAMAGES:** Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that the due

account shall be taken of any adjustment of the specified completion time(s) for completion of work as granted by approved change orders.

28. **VARIATIONS IN ESTIMATED QUANTITIES:** Where the quantity of a pay item in this Contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent (25%) above or below the estimated quantity stated in this Contract, an equitable adjustment in the Contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the procurement officer shall, upon receipt of a written request for an extension of time within ten (10) days from the beginning of the delay, or within a further period of time which may be granted by the procurement officer before the final settlement of the Contract, ascertain the facts and make adjustment for extending the completion date as in his judgment the findings justify.

29. **TRUTH-IN-NEGOTIATION CERTIFICATION:** (Mandatory for architectural services or engineering services contracts over \$100,000.) The Contractor by submitting cost or price information, including wage rates or other factual unit costs, certifies to the best of its knowledge, information and belief, that:

A. The wage rates and other factual unit cost supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;

B. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or non-current wages or other units of cost, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The

University's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and

C. If additions are made to the original price of the Contract, such additions may be adjusted to include any significant sums where it is determined the price has been increased due to inaccurate, incomplete or non-current wage rates and other factual costs.

30. **ETHICS:** The vendor is responsible to assure compliance with the Maryland Public Ethics Law, Title 5, General Provisions Article, Annotated Code of Maryland. In the event a violation of the Ethics Law occurs in connection with the Vendor's response of this solicitation or a resulting contract award to the vendor, the University reserves the right to (1) reject the Vendor's bid or proposal or (2) declare an event of default under the contract.

31. **RIGHTS IN INVENTIONS:** For the consideration payable under this Contract, Contractor agrees to report any invention arising out of the Work required by this Contract to University of Maryland, Baltimore. University of Maryland, Baltimore shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Vendor as part of the performance of Work. Contractor hereby assigns all right, title and interest in and to inventions made

in the course of the Work to University of Maryland, Baltimore and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.

32. **COPYRIGHTS:** For the consideration payable under this Contract, the work product required by this Contract shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. University of Maryland, Baltimore shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all right, title and interest in and to the work to the University of Maryland, Baltimore.

33. **CONTRACT AFFIDAVIT:** The attached Contract Affidavit must be executed by an authorized representative of the Contractor and is incorporated by reference into this Contract.

34. **SPECIFICATIONS:** All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.

35. **TAX EXEMPTION:** UMB is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

36. **ANTI-BRIBERY:** The Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government or has engaged in conduct since July 1, 1997, which would constitute bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

37. **EPA:** Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

38. **OSHA; MSDS:** All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards. Pursuant to 29 CFR part 1910, where applicable, an MSDS for the products supplied or used in carrying out this Contract must be sent to:

University of Maryland, Baltimore
Assoc. Director for EHS
714 West Lombard Street
Baltimore, MD 21201-1010

39. **INTELLECTUAL PROPERTY:** Contractor agrees to defend upon request and indemnify and save harmless UMB, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

40. DRUG AND ALCOHOL FREE WORKPLACE: The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of this Contract.

41. MANDATED CONTRACTOR REPORTING OF SUSPECTED CHILD ABUSE & NEGLECT: The University of Maryland, Baltimore (UMB) and the University System of Maryland (USM) are committed to protecting the safety and welfare of children who come into contact with the UMB community. Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. See Maryland Code Annotated, Family Law Article, Sections 5-701 through 5-708. A copy of the above-referenced USM/UMB Policy and Procedures are available at: http://www.umb.edu/offices/accountability/child_abuse/
The Policy and Procedures are incorporated herein.

Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – Policy on the Reporting of Suspected Child Abuse and Neglect, as well as the UMB Procedures for Reporting Suspected Child Abuse and Neglect. Specifically, contractors performing work on campus must report suspected child abuse or neglect orally or in writing to: (a) the local department of social services or law enforcement agency; and (b) the University President’s Designee (i.e. the UMB Chief Accountability Officer), if the suspected child abuse or neglect: (i) took place in UMB facilities or on UMB property; (ii) was committed by a current or former employee or volunteer of the USM; (iii) occurred in connection with a UMB sponsored, recognized or approved program, visit, activity, or camp, regardless of location; or (iv) took place while the victim was a registered student at UMB.

UMB reserves the right to terminate this contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgment of UMB, termination is necessary to protect the safety and welfare of children who come into contact with the UMB community.

42. ENTIRE CONTRACT: This Contract represents, in its entirety, the mutual understanding of the parties. This Contract supersedes any and all prior understandings and agreements, either written or oral, between the Agency and Contractor. No subsequent agreements or modifications hereof, whether expressed or implied, shall bind the parties unless the same be in writing and signed by the parties.

Contract No. _____

AGREED TO:

University of Maryland, Baltimore

Signature

Title

Date

AGREED TO:

(Company)

Signature

Title

Date

APPENDIX D

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation — ___ domestic or ___ foreign;
- (2) Limited Liability Company — ___ domestic or ___ foreign;
- (3) Partnership — ___ domestic or ___ foreign;
- (4) Statutory Trust — ___ domestic or ___ foreign;
- (5) ___ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Annotated Code of Maryland, Section 101 *et seq.*, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$200,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;

- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;
- (h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), of this regulation.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

12.00061 (12/15)

APPENDIX E

RFP 88630NB – FOOD SERVICES OPERATIONS: CAMPUS CENTER PRICING SHEET

Please complete this form, sign and return in your Financial Proposal.

1. Commission Payable to the University

Instructions: List the amount of commission from Net Revenues (Gross Sales – Sales Tax) you are offering for the following (1) retail food services (1st & 2nd floor outlets), and (2) catering services.

a. Retail Food Services Commission Percentage: _____

b. Catering Services Commission Percentage: _____

2. State the amount of investment your company will commit for the purchase of new equipment and fit-out (defined as any furniture, fixtures, cabinetry or general renovation support) for the University of Maryland, Baltimore – Campus Center.

Amount of Investment: \$ _____

(This amount will not be used as part of the financial evaluation of Proposals.)

Offeror's Name: _____

APPENDIX F

**RFP 88630NB – FOOD SERVICES OPERATIONS: SMC CAMPUS CENTER
COMPANY PROFILE**

COMPANY NAME: _____

ADDRESS OF COMPANY: _____

DATE OF INCORPORATION: _____ STATE OF INCORPORATION: _____

PHONE NUMBER: _____ TOLL FREE PHONE NUMBER: _____

FAX NUMBER: _____ EMAIL ADDRESS: _____

NUMBER OF GEOGRAPHIC LOCATIONS: _____

LOCATION OF ALL GEOGRAPHIC OFFICES (if applicable) AND THEIR FUNCTION

LOCATION:	FUNCTION:
_____	_____
_____	_____
_____	_____

LOCATION OF BRANCH OFFICE(S) WHICH WILL SERVICE UNIVERSITY: _____

TYPE AND SIZE OF CUSTOMERS SERVICED: _____

TYPE OF SERVICES PROVIDED: _____

OF YEARS IN BUSINESS: _____

OF YEARS IN BUSINESS UNDER PRESENT NAME: _____

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

TYPE OF ORGANIZATION (I.E., CORPORATION, PARTNERSHIP, INDIVIDUAL, JOINT VENTURE):

APPENDIX E
(Page 2 of 2)

NAME OF PRINCIPAL(S) AND TITLE(S):

BRIEF HISTORY OF COMPANY: _____

BRANCH OFFICE

TOTAL
COMPANY

WHICH WILL
SERVICE UMB:

Total Number of employees:

Professional Staff:

Administrative Staff:

Clerical Staff:

DESCRIBE THE SERVICE CAPABILITIES OF YOUR COMPANY:

TOTAL COMPANY ANNUAL SALES VOLUME FOR ALL SERVICES:

2017 _____

2016 _____

2015 _____

PERCENTAGE OF COMPANY ANNUAL SALES VOLUME WHICH IS FOOD SERVICE
BUSINESS:

2017 _____

2016 _____

2015 _____

Offeror: _____

APPENDIX G

**RFP 88630NB – FOOD SERVICES OPERATIONS – SMC CAMPUS CENTER
COMPANY EXPERIENCE / REFERENCE**

OFFEROR: _____

The Offeror is to provide two (2) contracts that he/she deems the most similar or relevant to the UMB contract. Contracts listed should demonstrate experience in the provision of services that are similar to the UMB scope of services.

Company / Institution Name: _____
Company Address: _____
City: _____ State: _____ Zip Code: _____

Contact Name: _____
Contact E-Mail Address: _____
Contact Phone Number: _____ Contact Fax Number: _____

Contract Location (s): _____
Contract Type: _____
Contract Services Dates: _____
Contract Value: _____
Contract Sales Volume: _____

Description of services performed: _____

Company / Institution Name: _____
Company Address: _____
City: _____ State: _____ Zip Code: _____

Contact Name: _____
Contact E-Mail Address: _____
Contact Phone Number: _____ Contact Fax Number: _____

Contract Location (s): _____
Contract Type: _____
Contract Services Dates: _____
Contract Value: _____
Contract Sales Volume: _____

Description of services performed: _____

**RFP 88630NB – FOOD SERVICES OPERATION – SMC CAMPUS CENTER
KEY PERSONNEL FORM**

OFFEROR: _____

Position:

☐ On-Site Manager

☐ Supervisor

☐ Other: _____

1. KEY PERSONNEL TO BE ASSIGNED:

PERSON'S NAME: _____

SUPERVISOR: _____

BACK UP MANAGER: _____

1.1 EDUCATIONAL BACKGROUND:

Institution	Degree/Diploma/Certificate	Major (if any) Date of Degree or H.S Diploma

1.2 EMPLOYMENT HISTORY *: (*NOTE: If a person has more than three (3) employers in his/her employment history, please provide complete employment history via supplemental page(s) attached to this form.)

EMPLOYER' NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD: _____ DURATION BY DATE: _____

EMPLOYER' NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD: _____ DURATION BY DATE: _____

**RFP 88630NB – FOOD SERVICES OPERATIONS – SMC CAMPUS CENTER
KEY PERSONNEL FORM**

EMPLOYER' NAME: _____
DATES OF EMPLOYMENT: _____
POSITION HELD: _____ DURATION BY DATE: _____

EMPLOYER' NAME: _____
DATES OF EMPLOYMENT: _____
POSITION HELD: _____ DURATION BY DATE: _____

**1.3 SIMILAR RELEVANT PROJECT
EXPERIENCE/REFERENCES:**

On the following pages provide a **full** description of Key Person's project experience, including their role and the services they performed on a similar project. (Note: As indicated in the solicitation document, references are to be **project references not employment references.**)

NAME: _____
COMPANY NAME: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____

DESCRIPTION OF HOW THE CONTRACT WAS CONDUCTED:

START AND END
DATES: _____

WHY IS THE CONTRACT RELEVANT TO THE UNIVERSITY'S NEED?

APPENDIX H

Page 3 of 4

**RFP 88630NB – FOOD SERVICES OPERATIONS – SMC CAMPUS CENTER
KEY PERSONNEL FORM**

NAME: _____
COMPANY NAME: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____

DESCRIPTION OF HOW THE CONTRACT WAS CONDUCTED:

START AND END
DATES: _____

WHY IS THE CONTRACT RELEVANT TO THE UNIVERSITY'S NEED?

NAME: _____
COMPANY NAME: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____

DESCRIPTION OF HOW THE CONTRACT WAS CONDUCTED:

START AND END
DATES: _____

WHY IS THE CONTRACT RELEVANT TO THE UNIVERSITY'S NEED?

APPENDIX H

Page 4 of 4

**RFP 88630NB – FOOD SERVICES OPERATIONS – SMC CAMPUS CENTER
KEY PERSONNEL FORM**

NOTE: For each key Person, the vendor may attach other relevant similar projects experience to this form

ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED):

APPENDIX I

RFP 88630NB – FOOD SERVICES OPERATIONS - SMC CAMPUS CENTER MARKETING PLAN

Description of how the Contractor plans to market the daily retail food operations and the catering/conference operations?

What measurement tools will you use to determine customer satisfaction?

In the past, can you explain how you have used social media to market your food service business? Has your marketing changed as a result of these experiences?

APPENDIX J

**RFP 88630NB – FOOD SERVICES OPERATIONS – SMC CAMPUS CENTER
FOOD SERVICE DIMENSIONS AND PICTURES**

PLEASE SEE ATTACHED DOCUMENT

APPENDIX K

**RFP 88630NB – FOOD SERVICES OPERATIONS – SMC CAMPUS CENTER
FOOD SERVICE EQUIPMENT LIST**

PLEASE SEE ATTACHED DOCUMENT

PLEASE NOTE THAT THE EQUIPMENT MAY CHANGE BY TIME OF AWARD

APPENDIX L

**RFP 88630NB – FOOD SERVICES OPERATIONS – SMC CAMPUS CENTER
FOOD SERVICE SALES RECORDS (2013 – 2018 Q1)**

PLEASE SEE ATTACHED DOCUMENT

APPENDIX M

**RFP 88630NB – FOOD SERVICES OPERATIONS – SMC CAMPUS CENTER
CAMPUS MAP**

To view a map of UMB's campus go to www.umaryland.edu/map/

APPENDIX N

CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN

Ref: Maryland Board of Public Works Advisory Number 2013-1

1. The undersigned certifies that, in accordance with State Finance & procurement Article §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement Article; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article §17-702.

Or;

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

Company Name

Signature

Title

Print

Date

Note: List is available at: <http://bpw.maryland.gov>
Click on “Debarments”

SCHEDULE MBE

1.33 Minority Business Enterprise Requirements

1.33.1 Establishment of Goal and Subgoals.

An overall MBE subcontractor participation goal of 20 % of the total contract dollar amount has been established for this procurement.

1.33.2 Attachments _-1 to _-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Bidders/Offerors:

Attachment _-1A MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**must submit with Bid/Proposal**)

Attachment _-1B Waiver Guidance

Attachment _-1C Good Faith Efforts Documentation to Support Waiver Request

Attachment _-2 Outreach Efforts Compliance Statement

Attachment _-3A MBE Subcontractor Project Participation Certification

Attachment _-3B MBE Prime Project Participation Certification

Attachment _-4A Prime Contractor Paid/Unpaid MBE Invoice Report

Attachment _-4B MBE Prime Contractor Report

Attachment _-5 Subcontractor/Contractor Unpaid MBE Invoice Report

Attachment G. Liquidated Damages Provisions for Non-Construction Contracts Containing MBE Participation Goals

Attachment H. Liquidated Damages Provisions for Construction Contracts Containing MBE Participation Goals

1.33.3 A Bidder/Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (Attachment _-1A**) whereby:**

- (a) The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
- (b) The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
- (c) A Bidder/Offeror requesting a waiver should review Attachment _-1B (Waiver Guidance) and _-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If a Bidder/Offeror fails to submit a completed Attachment _-1A with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid is non-responsive or the Proposal is not reasonably susceptible of being selected for award.

1.33.4 Bidders/Offerors are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in **Attachment _-1A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

1.33.5 Within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offeror must provide the following documentation to the Procurement Officer.

- (a) Outreach Efforts Compliance Statement (**Attachment _-2**).
- (b) MBE Prime/Subcontractor Project Participation Certification (**Attachment _-3A/3B**).
- (c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.
- (d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

1.33.6 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-545-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.md.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**

1.33.7 The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:

- (a) **Attachment _-4A** (Prime Contractor Paid/Unpaid MBE Invoice Report).
- (b) **Attachment _- 4B** (MBE Prime Contractor Report)
- (c) **Attachment _-5** (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).

1.33.8 A Bidder/Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment _-1C) and all documentation within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in **COMAR 21.11.03.11**.

- 1.33.9 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment __-1A**), completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see Contract – **Attachment __**, Section __).
- 1.33.10 The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract - **Attachment __**, Section __).
- 1.33.11 As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (Attachment __-1A) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (Attachment __-1A)) used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE classifications but can self-perform up to 100% of the stated sub-goal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

1.33.12 With respect to Contract administration, the Contractor shall:

- (a) Submit by the ____ of each month to the Agency's designated representative:
 - i. A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment ____-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - ii. (If Applicable) An MBE Prime Contractor Report (Attachment ____-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- (b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the ____ of each month to the Department's designated representative an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment ____-5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.
- (c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- (d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- (e) Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.
- (f) The liquidated damages provisions of Attachment G for non-construction procurements and Attachment H for construction procurements shall apply for all contracts awarded with MBE participation goals.

MBE ATTACHMENT __-1A:
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
& MBE PARTICIPATION SCHEDULE

INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in graduated status, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a

procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the MBE participation goal (overall), including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.

- ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
 - ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
 - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
 - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to GOMA's website (www.goma.maryland.gov) for the MBE Prime Regulations Q&A for illustrative examples.
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any.
7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority

Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule MUST at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the bidder/offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment __-1A) or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

Subgoals (if applicable)

Total African American MBE Participation:	_____ %
Total Asian American MBE Participation:	_____ %
Total Hispanic American MBE Participation:	_____ %
Total Women-Owned MBE Participation:	_____ %

Overall Goal

Total MBE Participation (include all categories):	_____ %
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MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. RFP 88431NB, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

☐ I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of 20% percent and all of the following subgoals:

- 0 percent for African American-owned MBE firms
- 0 percent for Hispanic American-owned MBE firms
- 0 percent for Asian American-owned MBE firms
- 0 percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete the MBE Participation Schedule (Item 4 below) in order to be considered for award.

OR

☐ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete the MBE Participation Schedule (Item 4 below) for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 Working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Good Faith Efforts Documentation to Support Waiver Request (Attachment __-1C)
- (b) Outreach Efforts Compliance Statement (Attachment __-2);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments __-3A and 3B);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

4. MBE Participation Schedule

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing MBE prime firms) are performing work activities for which they are MDOT certified.

Prime Contractor	Project Description	Project/Contract Number

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. **MBE PRIMES:** PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

<p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification </p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____ %</p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____ %</p> <p>Description of the Work to be performed with MBE prime's own forces: _____</p> <p>_____</p>
--	--

SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification </p>	<p>Percentage of Total Contract to be performed by this MBE: _____ %</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification </p>	<p>Percentage of Total Contract to be performed by this MBE: _____ %</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification </p>	<p>Percentage of Total Contract to be provided by this MBE: _____ %</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification </p>	<p>Percentage of Total Contract to be performed by this MBE: _____ %</p> <p>Description of the Work to be Performed:</p> <p>_____</p> <p>_____</p> <p>_____</p>

MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be provided by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____
MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be provided by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____

Continue on separate page if needed

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

 Bidder/Offeror Name
 Representative
 (PLEASE PRINT OR TYPE)

 Signature of Authorized

 Address

 Printed Name and Title

 City, State and Zip Code

 Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

MBE ATTACHMENT __-1B WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.

2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;

(d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;

(e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.

7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeror; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment 1-C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement – Attachment 2).**
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Attachment 1-C- Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations);** and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment 1-C, Part 3)

1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

Exhibit A

MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of Minority firm)
located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____
in _____ County by _____
(Name of Prime Contractor's Firm)

2. _____ (Minority Firm), is either unavailable for the
work/service or unable to prepare a bid for this project for the following reason(s):

Signature of Minority Firm's MBE Representative
Date

Title

C. MDOT Certification #

Telephone #

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

Signature of Prime Contractor
Date

Title

MBE ATTACHMENT ____-1C

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PAGE ____ OF ____

Prime Contractor	Project Description	Solicitation Number

PARTS 1, 2, AND 3 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.

I affirm that I have reviewed Attachment ____-1B, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this Attachment ____-1C Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 1 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO MBE FIRMS

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

Identify those items of work that the bidder/offeror made available to MBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder's/offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the bidder/offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

☐ Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS

PAGE ____ OF ____

Prime Contractor	Project Description	Solicitation Number

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment 1-B). If the bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 3 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

☐ Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

This form must be completed if Part 2 indicates that a MBE quote was rejected because the bidder/offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/section number from bid)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Describe Identified Items of Work Not Being Performed by MBE (Include spec/section number from bid)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____ _____	_____ - <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

☐ Please check if Additional Sheets are attached.

MBE Attachment __ - 2
OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid/proposal submitted in response to Solicitation No. _____, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms:

4. **Please Check One:**

- ☐ This project does not involve bonding requirements.
- ☐ Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS):

5. Please Check One:

- ☐ Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- ☐ No pre-bid/pre-proposal meeting/conference was held.
- ☐ Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MBE Attachment __-3A
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT __-1A) WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. _____, such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor's Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least \$ _____ which equals to ____% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;
- (3) fail to use the certified Minority Business Enterprise in the performance of the Contract; or
- (4) pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

PRIME CONTRACTOR

Signature of Representative:

Printed Name and Title: _____

Firm's Name: _____

Federal Identification Number: _____

Address: _____

Telephone: _____

Date: _____

SUBCONTRACTOR

Signature of Representative:

Printed Name and Title: _____

Firm's Name: _____

Federal Identification Number: _____

Address: _____

Telephone: _____

Date: _____

MBE Attachment __-3B
MBE PRIME - PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT __-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least \$ _____ which equals to ____% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE PRIME CONTRACTOR

Signature of Representative:

Printed Name and Title: _____

Firm's Name: _____

Federal Identification Number: _____

Address: _____

Telephone: _____

Date: _____

MBE Attachment __-4A
(Department)
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	--

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	Fax:	E-mail:																																					
MBE Subcontractor Name:		Contact Person:																																					
Phone:	Fax:																																						
Subcontractor Services Provided:																																							
List all payments made to MBE subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 50%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$		_____	List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice #</u></th> <th style="width: 50%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$		_____
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2.																																							
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4.																																							
Total Dollars Unpaid: \$		_____																																					

- If more than one MBE subcontractor is used for this contract, you must use separate __-4A forms for each subcontractor.
- Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment __-4B
- Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Signature: _____ Date: _____
 (Required)

Kathy Bordenski
 University of Maryland, Baltimore
 Procurement Services
 220 Arch Street, Rm. 02-100
 Baltimore, MD 21201 Phone: 410.706.5122 Fax: 410.706.8577 eMail: kbordenski@umaryland.edu

This form must be completed _____ Date: _____
 monthly by all MBE subcontractors. equired)

Sample MBE ATTACHMENT D-5

Minority Business Enterprise Participation
 Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 10 th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	E-mail:	
Address:		
City:	State:	ZIP:
Phone:	Fax:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
<u>Invoice Amt</u>	<u>Date</u>	<u>Invoice Amt</u>
1.		1.
2.		2.
3.		3.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:		Contact Person:

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

Kathy Bordenski
University of Maryland, Baltimore
Procurement Services
220 Arch Street, Rm. 02-100
Baltimore, MD 21201 Phone: 410.706.5122 Fax: 410.706.8577 eMail: kbordenski@umaryland.edu

Signature: _____ Date: _____
(Required)

MBE Attachment __-4B
(Department)
Minority Business Enterprise Participation
MBE Prime Contractor Report

MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ MBE Prime Contractor: Report is due to the MBE Liaison by the __ of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____
---	--

Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	Fax: _____ E-mail: _____	

Invoice Number	Value of the Work	NAICS Code	Description of the Work

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Signature: _____ Date: _____

Kathy Bordenski
 University of Maryland, Baltimore
 Procurement Services
 220 Arch Street, Rm. 02-100
 Baltimore, MD 21201 Phone: 410.706.5122 Fax: 410.706.8577 eMail: kbordenski@umaryland.edu

Signature: _____ Date: _____
 (Required)

MBE ATTACHMENT __-5
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the __ of the month following the month the services were performed.	Contract # Contracting Unit: MBE Subcontract Amount: Project Begin Date: Project End Date: Services Provided:
--	--

MBE Subcontractor Name:																						
MDOT Certification #:																						
Contact Person:		E-mail:																				
Address:																						
City:	State:	ZIP:																				
Phone:	Fax:																					
Subcontractor Services Provided:																						
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Prime Contractor:		Contact Person:																				

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Signature: _____ Date: _____

Kathy Bordenski University of Maryland, Baltimore Procurement Services 220 Arch Street, Rm. 02-100 Baltimore, MD 21201 Phone: 410.706.5122 Fax: 410.706.8577 eMail: kbordenski@umaryland.edu

Signature: _____ Date: _____
 (Required)

Liquidated Damages Provisions for Non-Construction Contracts Containing MBE Participation Goals

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): **\$30.59** per day until the monthly report is submitted as required.
- b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): **\$107.07** per MBE subcontractor.
- c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- d. Failure to meet the Contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- e. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: **\$100.00** per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.”

Liquidated Damages Provisions for Construction Contracts Containing MBE Participation Goals

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

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- d. Failure to meet the Contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.”

