



HOWARD

COMMUNITY COLLEGE

You Can Get There From Here.

**HOWARD COMMUNITY COLLEGE
BOARD OF TRUSTEES
10901 LITTLE PATUXENT PARKWAY
COLUMBIA, MD 21044**

**REQUEST FOR PROPOSALS
Food Service
BID NUMBER 12P-011**

All sealed Proposal responses **MUST BE RECEIVED** in the Finance Office, RCF 201, by **2:00 p.m.** local time on **March 2, 2012**.

IMPORTANT: Your response may be considered Not Responsible and/or Non-Responsive if any portion of this inquiry is not complete. No proposal will be accepted after the date and time stated above.

Elizabeth H. Moss
Director of Procurement

NOTICE: Prospective Offerors who have received this document from a source other than the Issuing Office should immediately go to the Howard Community College procurement website to ensure that they have received the complete documents and any addenda or other communications issued in relation to this RFP. A firm's failure to monitor the website may result in non-receipt of important information prior to the closing date and may result in rejection of a proposal. A prospective Offeror who fails to monitor the Howard Community College website assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

FEBRUARY 3, 2012

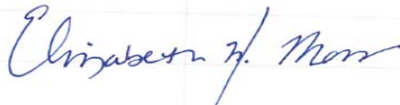
To All Interested Firms:

The Board of Trustees of Howard Community College invites proposals from food service vendors to provide manual food service and catering services. Proposals will be accepted at Howard Community College, Finance Office, Rouse Student Services Building (RCF), Room 201, 10901 Little Patuxent Parkway, Columbia, Maryland 21044 until 2:00 p.m. on March 2, 2012, at which time and place the names of the firms submitting proposals will be recorded. Late submittals will not be considered. It is the responsibility of each firm to ensure that their submittal is delivered to the proper place prior to the scheduled date and time.

Copies of the Request for Proposal (RFP) may be obtained from the Howard Community College solicitation website at: www.howardcc.edu/business_services/purchasing/bid_requests.html. Firms are encouraged to review that website frequently to learn of any changes that may be made in the RFP.

The Board of Trustees of Howard Community College reserves the right to reject any and all proposals and to waive any formalities, informalities or technicalities as it deems necessary, appropriate and in the College's best interest. Final award of the contract is subject to the availability of funding for this project.

Sincerely,

A handwritten signature in blue ink that reads "Elizabeth H. Moss". The signature is written in a cursive style and is positioned above a light blue horizontal line.

Elizabeth H. Moss
Director of Procurement

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

TABLE OF CONTENTS

Section 1: Scope of Services	1
Section 2: Special Terms and Conditions.....	7
Section 3: Submittal Format and Required Information.....	11
Section 4: General Information	15
Section 5: Required Submission Documents.....	21
References	
Contractor Information Form	
Acknowledgement of Addenda	
Minority Participation Form	
Conflict of Interest Statement	
Ethics Statement	
Bid/Proposal Affidavit	
No Response Bid Form	
Section 6: Terms and Conditions.....	32

It should be noted that the price proposal spreadsheet is packaged separately, but is incorporated herein by this reference.

SCOPE OF SERVICES

1.1 INTRODUCTION

The Board of Trustees of Howard Community College is requesting proposals from food service vendors to provide manual food service and catering services. Services shall be provided on the main campus excluding the Children's Learning Center, the Athletic and Fitness Center, and the Hickory Ridge Building. Due to exclusive beverage and snack contracts with Coca-Cola and Canteen, vending services are not included in this Request for Proposals.

1.2 COLLEGE BACKGROUND

Opened in 1970, the College is a publicly funded two-year community college servicing the educational needs of citizens and employers in Howard County, Maryland. The College was built on a foundation characterized by service to students, community partnerships, and continuous quality improvement. The College attracts 46.5 percent of Howard County undergraduates who attend public and private two-year and four-year Maryland colleges. In fiscal year 2011, the College served 30,179 unduplicated credit and noncredit students, who chose from 180 programs of study offered among the College's 14-building main campus and off-campus sites and locations. The College is also the host for a variety of community activities and events. Thousands of people come to campus to see performances by Rep Stage and the Music Institute, or to view art exhibits in the art gallery. Additional information about the College, including a campus map and building detail is available on the College website: www.howardcc.edu.

1.3 MISSION, VISION, AND VALUES

Howard Community College believes that a key characteristic of performance excellence is a strong foundation and understanding of an organization's mission, vision and value statements. The College's statements are as follows:

Mission: providing pathways to success

Vision: a place to discover greatness in yourself and others

Values: innovation, nurturing, sustainability, partnerships, integrity, respect, excellence, service

The College expects all Contractors to support the College's mission, vision and values by fostering these concepts in their work on campus.

1.4 SCOPE OF SERVICES

This document provides the minimum specifications and requirements to be met by the food service vendor that is awarded the contract. By this reference, the College expressly reserves the right to amend, modify and reissue orders, directives and other instructions as necessary to meet the objectives of the contract.

1.5 DESCRIPTION OF CURRENT FOOD SERVICE FACILITIES AND OPERATIONS

Foodservice Facilities

The main food service facility is located in the Rouse Company Foundation Student Services Hall (RCF), and a satellite service exists on the 2nd floor of the Science and Technology Building.

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

Café on the Quad

Café on the Quad is a food court and the primary food service facility on the campus, serving the entire College community. The dining room and kitchen are part of the Café. The Café is designed as a retail food service operation, serving breakfast, lunch and dinner Monday through Thursday, and breakfast and lunch on Friday, during the academic year. The Café has seven distinct service areas; deli/grill, sushi, daily entrees and side dishes, pizza/Italian, grab and go, salad bar, and beverage/snack. The sushi and pizza are each subcontracted out with local providers. The College would like to continue this arrangement, or have a similar arrangement, under the new contract.

Starbucks

Starbucks is a large kiosk located between the Café on the Quad serverly and dining area. Starbucks and Café on the Quad share the common dining area. This outlet offers a variety of coffees, cappuccinos, espressos, lattes, and Tazo teas, as well as fresh muffins, pastries, and cookies. Its prominent location makes Starbucks a very popular spot for a quick beverage or snack.

The Starbucks license is held by the current operator. The College requires the new contract to continue in the same manner with the Starbucks license held by the Contractor.

Simply to Go

Simply To Go, the satellite operation, is located on the 2nd floor of the Science and Technology Building, across from the library. It offers a variety of beverages, grab and go pre-made sandwiches, salads and snacks. This is the newest food service operation on campus, opening in the spring term of 2011.

The College may require additional satellite operation installations in the future.

Hours of Operation

All facilities operate with the same hours as follows:

Fall and Spring semesters

Monday through Thursday 7:30 a.m. to 7:30 p.m.
Friday 7:30 a.m. to 2:00 p.m.

January, June, July and August

Monday through Friday 7:30 a.m. to 2:00 p.m.

Meal Service Schedule for Fall and Spring Terms

Cafe on the Quad

Breakfast: 7:30 a.m. to 9:30 a.m.

Soup, Salad Bar, Pizza: 11:00 a.m. to 2:00 p.m.

Lunch, including Deli, Grill, and daily entrée, vegetarian entrée, and sides: 11:30 a.m. to 2:00 p.m.

Evening service, Grab and Go items, sushi and pizza only: 4:30 p.m. to 7:30 p.m., Monday - Thursday

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

Note: For the months of January, June, July and August, the meal service schedule remains the same until the 2:00 p.m. closing, except no sushi is offered.

Starbucks and Simply To Go

Regular choices are available during hours of service throughout the academic year.

Revenue

The revenue for the foodservice operations is provided below:

Unit/Service	Annual Revenues	
	FY 2011 (July 2010 – June 2011)	YTD 2012 (July 2011 – Dec 2011)
Café on the Quad	\$743,403	\$394,603
Starbucks	\$248,460	\$138,102
Simply to Go*	\$66,646	\$112,609
Total	\$1,058,509	\$645,314

*Simply to Go commenced operation at the start of the spring semester at the end of January 2011.

1.6 CATERING

Catering at the College is a large, complex, and important operation. There are approximately 600 to 700 catered events each year. Catered events occur at numerous locations throughout the College campus, including the 4th floor of the RCF, which consists of RCF 400, RCF 401, and the lobby. RCF 400 seats 140 guests at tables and RCF 401 seats 60 at tables.

At the College, Student Life sponsored event catering receives a discount of 10% for catering outside of the RCF, and 15% for catering in the RCF or in the outside area of the Quad. Student Life represents the Student Government Association (SGA), the Student Program Board (SPB), student clubs, student leadership, new student orientations, game room, student newspaper, and the Wellness Center. This arrangement shall continue in the new contract. In FY11, Student Life had 171 catered events.

During catered events, all alcoholic beverages are limited to wine and beer, with few exceptions. These beverages are provided by College departments or by any external group using College facilities, in association with contractor-provided catering service. This arrangement shall continue in the new contract; the successful Contractor may not purchase alcoholic beverages for catered events.

The Contractor shall provide food and beverage catering services for the College and off-campus group events, including celebrations, banquets, commencements, orientations, receptions, refreshment service, conferences and seminars, and picnics. The College shall control the space commitment and scheduling of authorized catered events. The Contractor shall consult on and coordinate the menu, details of the services required, and advise on

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

effective program arrangements with the College and the individual or department requesting the catering service. The use of china, glassware, silverware and linen shall be determined by the College for each catering event. The Contractor shall be responsible for handling catering services billing.

Revenue

The revenue for the catering operation at the College is provided below:

Catering Revenue			
	FY 2010	FY 2011	YTD 2012
July	\$ 8,450	\$ 2,283	\$ 1,444
August	\$ 23,632	\$ 22,180	\$ 19,847
September	\$ 17,651	\$ 16,172	\$ 15,350
October	\$ 15,127	\$ 15,045	\$ 15,045
November	\$ 14,146	\$ 22,205	\$ 15,253
December	\$ 14,026	\$ 7,535	\$ 19,367
January	\$ 12,627	\$ 24,128	\$
February	\$ 9,818	\$ 16,254	\$
March	\$ 16,558	\$ 15,601	\$
April	\$ 11,242	\$ 26,216	\$
May	\$ 32,901	\$ 28,235	\$
June	\$ 21,767	\$ 11,752	\$
Total	\$ 197,945	\$ 207,606	\$ 86,306

1.7 CONTRACTOR PERSONNEL

The Contractor shall employ and supervise all labor and management necessary for the efficient operation of all food services to the satisfaction of the College.

Personal Sanitation

The Contractor shall maintain professional safety standards for personal sanitation, including the following:

1. Employees shall be instructed on personal sanitation and safety requirements;
2. New Employee orientation programs shall cover accepted personal sanitation and safety requirements;
3. Clean garments/uniforms shall be worn by all employees;
4. Hair is restrained with a net or other suitable covering.
5. Fingernails of food handlers shall be short and clean; nail polish is not permitted;
6. Jewelry shall be restricted to simple rings, wrist watches and other non-dangling items;
7. Uniforms shall be worn on the work premises;
8. Food handlers shall be free from infectious sores and transmittable illnesses;
9. Employees shall understand the need for an illness-free workforce and report personal illnesses;
10. Employees shall present a doctor's release on returning to work following a communicable disease;
11. Finger cots or plastic gloves shall be worn over all finger and hand bandages; and

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

12. Food handlers shall maintain a high degree of personal cleanliness and conform to good hygienic practices including, bathing daily and washing hands after sneezing, coughing, using handkerchief, using the restroom, handling garbage, eating and returning from breaks.

Customer Satisfaction

The Contractor shall establish written service policies and procedures and ensure that employees are trained in the importance of customer satisfaction. Employees shall:

1. be courteous and show a genuine interest in the customer;
2. serve promptly and pleasantly in complying with customer requests;
3. be neat, clean and well groomed;
4. be familiar with the menu and, if applicable, pricing;
5. know the name of each food item, the major ingredient, and the method of preparation;
6. keep the serving areas clean, well-stocked, attractive and orderly throughout the serving period;
7. serve advertised items;
8. serve promptly and correctly;
9. replenish food items promptly to avoid interruption in service;
10. use proper utensils and adhere to correct portion sizes;
11. frequently check food temperature and appearance;
12. understand and perform their assigned duties appropriately;
13. prepare and serve food wearing gloves;
14. direct customers in a courteous and tactful manner;
15. cooperate with fellow workers;
16. exhibit composure throughout the meal service period;
17. begin service promptly at the designated times;
18. continue to serve advertised items until the end of the designated meal serving time; and
19. not dispose of food items in the serving area during serving hours.

Additional Requirements

The Contractor shall administer effective training programs for all employees as appropriate to the identified needs for each position.

It shall be recognized and understood that the Contractor and its employees are not employees of the College. However, Contractor's employees shall adhere to College employee rules and regulations, including the completion of mandatory College training; Mission, Vision, and Values; Access and Responsibility (proper use of computers); Emergency Operations Plan; and Sexual Harassment Avoidance.

At any time, the College shall be able to require the removal of an employee of the Contractor from campus. Upon such request from the College, the Contractor shall immediately remove any of their employees, who in the professional opinion and discretion of the College, are unwilling or unable to perform services under this contract. The Contractor shall immediately replace the rejected employee with a qualified employee, who shall be

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

thoroughly trained and familiar with the foodservice and catering duties and responsibilities of the Contractor at the College.

The Contractor shall be sensitive and accommodating to comments, suggestions and recommendations made by the students, faculty and staff of the College. The College places great emphasis on a harmonious and constructive interchange between the College community and Contractor. Additionally, it is very important that the individual serving as Manager shall act in the best interests of the College, as well as that of the Contractor.

In the event that a Contractor other than the incumbent Contractor is awarded the contract, the successful Contractor shall offer the current Manager and all other employees the option to remain in their present positions with at least their current salary and benefits. If the successful Contractor has an increased pay scale and an improved benefits package, the employees shall be offered the appropriate compensation package according to their respective position.

1.8 TRANSITION OF SERVICES

The successful Contractor and supervisory personnel shall be required to attend a start-up meeting at least two (2) weeks prior to the contract start date.

If this contract terminates for any reason, including termination for cause, convenience or at the end of the term, and the Contractor is not awarded the next contract, the Contractor shall assist the College in the transition of services to the new firm as required. The Contractor shall not be paid the final invoice until the completion of the successful transition.

SPECIAL TERMS AND CONDITIONS

2.1 LICENSE TO OPERATE

The Contractor shall be granted the license and privilege throughout the term of the contract to operate the College's food service through the Café on the Quad, Starbucks, Simply To Go, and catering services. The College reserves the right to arrange for non-Contractor catering for any event.

The Contractor shall prepare and serve food, and provide balanced meals for the College's students, faculty, staff, visitors and guests on such hourly schedules as may be determined by the College for the Café on the Quad, Starbucks, Simply To Go, and catering services. The Contractor shall design and conduct a food service program that enhances the College community's quality of life and is supportive of the educational experience.

2.2 PRODUCT RESTRICTIONS

All beverages purchased, sold, and served shall be in accordance with the College's exclusive beverage agreement with Coca-Cola. The College reserves the right to impose this restriction, or any similar restriction, at any time throughout the term of the contract.

2.3 BOOKSTORE SALES EXCLUSION

The College shall continue to sell candy and similar items at the Bookstore.

2.4 RESERVATION OF RIGHTS

The College reserves the right of prior approval of prices and quantity, methods of service and hours of operation, and the right of inspection and supervision in the areas of quality, safety, sanitation and maintenance of facilities.

2.5 REVIEW OF OPERATIONS

The Contractor shall meet with the College on a quarterly basis to review operations. Additionally, Contractor shall implement College recommended changes as mutually agreed by both parties.

2.6 PRICE ADJUSTMENTS

Prices will be agreed upon between the College and the Contractor at the initiation of the contract, and thereafter, will be reviewed annually.

2.7 NON-EXPENDABLE SUPPLIES

The College shall provide the Contractor with all non-expendable supplies (i.e. china, glassware, silverware, serving platters, serving containers, serving utensils, linens, kitchenware, small appliances) and equipment. At the commencement of the contract, the College and the Contractor shall jointly conduct physical inventories of all non-expendable supplies and equipment. The College shall determine, and be responsible for, new and replacement equipment and repair. The College shall retain ownership of all non-expendable supplies and equipment, which shall not be loaned or removed from the premises of the College without prior approval. The Contractor shall take such measures as may be reasonably required by the College for protection against loss by pilferage or destruction.

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

On termination or expiration of the contract, the Contractor shall surrender the premises and equipment to the College in as good condition as at the start of the contract; ordinary wear and tear and loss or damage by fire, flood and other perils covered by extended coverage insurance excepted. The College shall conduct a physical inventory of all non-expendable supplies and equipment to insure compliance with this requirement.

2.8 EXPENDABLE SERVING ITEMS

The Contractor shall purchase expendable serving items. The Contractor shall support the College's sustainability initiative by purchasing paper napkins and trays that are made of recycled materials, and hot and cold cups, plates, bowls, and drinking straws that are made of recycled or biodegradable materials. The recycled or biodegradable expendable serving items are to be used for all operations including catering. Utensils may be plastic.

2.9 EQUIPMENT, FURNISHINGS AND FACILITIES

The premises, equipment and facilities shall be maintained throughout the life of the contract in a condition satisfactory to the College, and in compliance with the Howard County Health Department Code and the State Of Maryland Health Code. Thus, the Contractor shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions and matters related to the execution of the terms of the contract, including food handlers' appearance and performance in the preparation, service, transport and storage of food and related items. Health department agents shall have complete cooperation and access to all food service, production and storage areas on inspection. A copy of all health department inspection reports shall be provided to the College. Health department inspections may be at the request of the College or at the health department's own discretion. Additionally, the Contractor's management representative, other than on-site management, shall conduct equipment and facilities maintenance and sanitation inspections periodically.

The College shall be responsible for the cost of repair or replacement of College equipment, furnishings and facilities. However, when it has been determined by the College that damage was due to the negligence of the Contractor or its employees, the Contractor shall be responsible for the necessary repairs and replacement of the damaged equipment, furnishings and facilities. All repairs shall be completed to the satisfaction of the College.

The Contractor shall provide regularly scheduled routine and simple preventative maintenance on all equipment as specified by equipment manufacturers, except for the walk-in freezer/cooler.

The College does not guarantee an uninterrupted supply of water, electricity, telephone, heat or air conditioning, or high or low temperature refrigeration. The College will not be liable for any product loss which may result from the interruption or failure of any such utility services or equipment. However, the College shall use its best efforts in restoring service following an interruption.

2.10 SECURITY OF FACILITY

The Contractor is responsible for the control of keys and access cards obtained from the College, and for the security of those areas that are to be used by the Contractor's representatives. The Contractor shall be responsible for immediately reporting to the College all of the facts relating to losses incurred in areas used by the Contractor as a result of break-ins or pilferage.

2.11 CLEANING OF FACILITY

The Contractor shall provide all required housekeeping, cleaning maintenance and sanitation service, including the equipment and supplies, for all food service equipment and areas. This requirement shall include the kitchen, offices, locker area, rear corridor, mop room, serving area, trash and garbage, refrigerators and freezers, receiving and storage. However, the College shall provide waste containers and liners, as needed. The College shall also provide cleaning maintenance of floor grease trap, air vents and grease exhaust ducts. The Contractor shall be expected to make sure that the entire food service area meets minimum standards of orderliness at all times.

2.12 FOOD PRODUCTS

The Contractor shall purchase and own food products. The following minimum food quality specifications, or better, shall be maintained and must be adhered to:

1. All meats, meat products, poultry, poultry products, and fish must be US Government inspected:
 - a. Beef, lamb and veal shall be U.S.D.A. grade Choice or better.
 - b. Pork shall be U.S. Number One.
 - c. Poultry shall be U.S. Government Grade A.
 - d. Fresh fish and seafood is to be top grade. Frozen fish and seafood must be a nationally distributed brand, packed under continuous inspection of U.S.D.A.
2. Dairy Products:
 - a. Eggs shall be U.S.D.A. or Maryland Grade "A" Large.
 - b. Butter shall be U.S.D.A. Grade "A" (92) score.
 - c. Cheese shall be U.S.D.A. Grade "A" for all graded cheese.
 - d. Milk/milk products shall be U.S.D.A. Grade "A".
3. Fresh fruits and vegetables shall be U.S.D.A. Grade "A" fancy to U.S.D.A. Number One for all graded fresh fruit and vegetables.
4. Frozen fruits and vegetables shall be U.S.D.A. Grade "A".
5. Dry storage items and canned goods shall be Grade "A" Fancy.

The College also has other required preferences for a certain quality of food. Examples of other preference of quality foods are:

1. Tuna for tuna salad shall be light tuna;
2. Chicken for chicken salad shall be breast/white meat chicken;
3. Ground beef shall be 80/20 lean to fat;
4. Mayonnaise shall be of premium quality;
5. Hot dogs and Polish sausage, etc., shall be 100% beef;

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

6. Canola oil shall be used for all frying;
7. Trans fats, margarines, solid and partially hydrogenated products shall not be used in the preparation of foods; and
8. Tabletop and self-serve spreads shall be Grade "A" butter.

2.13 MENU

The Contractor shall utilize a standard recipe service. Cooks and bakers will be required to follow standardized recipes for all production items. The Contractor shall provide a four-or five-week cycle menu for the Café on the Quad operation. The weekly menu will be electronically posted by the College. Paper copies of the weekly menu will distributed as needed. The Contractor shall feature weekly special grilled or deli item or sandwich. The Contractor shall also provide holiday and other special event menus. The Contractor shall provide merchandising and marketing strategies for the Café on the Quad.

2.14 SIGNAGE

The Contractor shall comply with College policies concerning signs and advertising. All signs, advertising, menu boards, etc., in food service areas and throughout the campus must be approved by the College.

2.15 SURVEYS

The Contractor shall conduct a formal survey of students, faculty, staff and visitors at an advertised day and time every fall and spring, to evaluate customer tastes and satisfaction. In reporting the results to the College, the Contractor shall also provide the customer evaluation methods and a plan to address negative feedback.

2.16 AUDIT

The Contractor shall keep accurate and complete records and all receipts and disbursements in connection with the operation of the food facilities. Such receipts and disbursements shall be supported by cash register tapes, invoices, sales slips, bills, vouchers, payroll records, purchase orders and other pertinent records, that under recognized accounting and industry practices contain information bearing upon or related to cost, other income, gross sales or profit. All records shall be available for a period of three years subsequent to the College's fiscal year for inspection by the College and shall be subject to audit by the College or its agents at any reasonable time. Such records shall include payroll records, job cards, attendance records, and job descriptions. The Contractor shall be subject to a periodic prearranged audit of the food service facilities by a representative of the College. The audit shall specifically include a comprehensive review of:

1. Service quality, attentiveness, courteousness and general customer service practices;
2. Food quality, presentation and merchandising;
3. Sanitation practices and conditions;
4. Appearance of personnel;
5. Training program techniques, schedules and records;
6. Safety conditions;
7. Operational performance from a financial perspective; and
8. Other related operational conditions and practices.

SUBMITTAL FORMAT AND REQUIRED INFORMATION

3.1 INTRODUCTION

All proposals must be organized in accordance with the format listed below. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and result in disqualification. Non-conforming and non-responsive proposals may be rejected at the discretion of College officials.

3.2 ORGANIZATION OF PROPOSAL

Proposals must be organized in the order of the subsections included in this section. Failure to include all the information and documents requested may render the proposal non-responsive and the offer may be rejected.

3.3 TITLE PAGE

The title page must be on company letterhead and should include the name and address of the firm submitting the proposal, a contact person at the firm for the proposal, and the date of submission. The page should also state the RFP title and bid number.

3.4 ORGANIZATIONAL PLAN AND PERSONNEL QUALIFICATIONS

Include an organizational plan for the supervision and management of the food service program and a resume of key personnel, including the College's primary contact.

3.5 STAFFING PLAN

Personnel that will staff the College are an important aspect of the contract. Provide information about the personnel that are hired by the firm and a detailed explanation about the firm's hiring requirements.

Provide a description about how your firm retains good employees or minimizes turnover of personnel, or otherwise assures continuity of service. The Offeror shall include information about its wage structure, benefits packages, and other incentives used to retain good employees.

Submit anticipated staffing schedules for food service facilities.

3.6 EMPLOYEE TRAINING

Provide information about the firm's employee training program, including the length and frequency of training, site, costs, and evaluation procedures. Include information about the staff that will conduct the training, their backgrounds and qualifications, and the training resources that will be made available. Training shall include food safety, work place safety, equipment operations and maintenance, and diversity training.

3.7 MENU

The Proposer shall address the following important objectives and needs in their proposal for Café on the Quad:

1. Innovative and creative menu ideas to meet the College community's needs for good nutrition;
2. A wide array of ethnic foods that students would enjoy (e.g., Jamaican, Caribbean, Mexican, Thai, Asian,

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

- others);
3. The inclusion of healthy foods in daily menus, including selections of vegetarian items and other heart healthy recipes (e.g., fruit and vegetable smoothies, baked entrees, vegan specials, whole and cut fresh fruits, low fat baked desserts, soy milk);
 4. Display cooking menu item preparation;
 5. The creation of good displays that are imaginative and appealing;
 6. Convenient, healthy items for carryout to meet the time constraints of students, faculty and staff.

Proposers should include a description of how they would emphasize the value of good nutrition with the food service program. Include a description of the capability in providing nutritional planning, including the qualifications of staff personnel, and the methods by which the Proposer proposes to encourage good nutrition.

3.8 DESCRIPTION OF CATERING CAPABILITY

Provide a description of ability to cater events at the College. Demonstrate a thorough knowledge of serving campus catering needs as well as the ability to provide a catering service of high quality. Include sample menu options to illustrate the different types of catering that would be available. Provide sample event planning/billing form.

3.9 PRICING PLAN

Submit pricing and portion lists for different menu items for the Café on the Quad and Simply To Go locations. Additionally, provide pricing for catering options.

3.10 QUALITY ASSURANCE PLAN

Include a plan to provide quality assurance for all aspects of the food service operations. Describe the type of involvement of the College community, and follow up procedures for customer complaints, including what will be done to ensure that the same problems are not repeated. Detail the firm's internal quality assurance program including samples of any inspection/quality audit forms, as well as the training and supervision process that will be implemented and sustained to ensure that proper food handling, holding, transport, and service standards are in place and consistently utilized.

3.11 CUSTOMER SERVICE

Excellent customer service is required by the College. Define how your firm's services and products are based on customer focus. Describe how feedback will be obtained from customers and how the data will be analyzed and used. Provide a copy of your firm's written customer service plan.

3.12 FIRM'S QUALIFICATIONS AND RELEVANT EXPERIENCE

The Offeror must have a proven record of at least five (5) years experience in providing food services. The College would like detailed information about the following items relating to the firm's qualifications and relevant experience. If the firm is a national company, provide information for both the State and national level.

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

1. Provide a company overview, including size, revenue, services provided and business outlook. Provide detailed information about the number of employees involved in providing food services, the experience and background of personnel, and the corporate structure.
2. Provide information about the firm's business and customer service philosophy.
3. Provide a description of the company's internal administrative systems, including but not limited to, inventory control, reporting of sales, and internal audit. Sample reports, preferred format for data exchange, and forms used in normal business may be included to demonstrate these systems.
4. Provide information about the type of clients that receive services. Provide the number and size of higher education institutions, including the number that are public, private, four-year, and two-year. Provide the average duration of a client relationship. How many new clients has your firm added in the past year? How many clients have terminated services in the past year, and why?
5. Provide a list of client locations within a fifty (50) mile radius of the College, including the name of the client and address. Describe the type of foodservice operation provided at these locations.
6. Is there any pending litigation against your firm? If so, please describe.

All services furnished under this contract shall be from firms that provide food services, and are currently licensed, bonded and insured. The firm and its employees and subcontractors, if any, must have all necessary current business and professional licenses issued by the State of Maryland. Proper documentation shall be attached to the proposal. Failure to provide such proof may result in the firm being determined to be non-responsive and not eligible for award.

3.13 MONTHLY FINANCIAL STATEMENTS

Provide a sample monthly statement that would be provided to the College. Include representative information that would be provided each month on these statements.

3.14 CERTIFIED FINANCIAL STATEMENTS

Provide independently audited, reviewed or compiled financial statements for the three (3) most recent complete fiscal years.

3.15 PRICE PROPOSAL

Provide all information requested in the price proposal spreadsheet. This document has been packaged separately, but is incorporated herein by this reference.

3.16 AFFIDAVIT OF ACCURACY FORM

The Affidavit of Accuracy Form is to be completed by the Offeror and the original included in the original Proposal.

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

3.17 CONTRACTOR INFORMATION FORM

The signed original must be included with the original Proposal.

3.18 ACKNOWLEDGMENT OF ADDENDA FORM

Offerors must acknowledge receipt of all addenda issued for this RFP. Failure to do so may result in an Offeror's proposal being rejected. Use the form provided.

3.19 REFERENCES

On the reference form included in this RFP package, provide a minimum of three (3) higher education references for which the food services firm has provided services for a minimum of (2) years.

3.20 MINORITY PARTICIPATION FORM

The signed original must be included with the original Proposal.

3.21 BID/ PROPOSAL AFFIDAVIT

The Bid /Proposal Affidavit is to be completed by the Offeror and the original included in the original Proposal.

3.22 SAMPLE CONTRACT

Provide a sample copy of any contract, service level agreement or other agreement.

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

GENERAL INFORMATION

4.1 REQUEST FOR PROPOSAL DUE DATE

All responses to this Request for Proposal are due in the Howard Community College, Office of Finance, RCF 201, 10901 Little Patuxent Parkway, Columbia, Maryland 21044 by **2:00 pm** on **March 2, 2012**, at which time and place only the names of the firms submitting proposals will be recorded. Contractors do not need to be present at the recording. All proposal packages must be sealed and clearly identified and marked as pertaining to this solicitation. No facsimile or email transmissions will be accepted. Please note that parking is limited on campus. It is the responsibility of the offeror to plan the delivery of the proposal packages accordingly. No responses will be accepted after this date and time. In the event that the College is closed on the RFP opening due date as a result of an emergency or inclement weather, the RFP will be opened at the stated time on the next open business day, unless the Offeror is notified otherwise. Additionally, if the College opens after 12:00 pm due to inclement weather, the RFP will be opened at the stated time on the next open business day unless the Offeror is notified otherwise.

4.2 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held for this solicitation on February 10, 2012 at 10:00 a.m. in RCF 401. A site visit will occur after the pre-proposal conference. Attendance is not required, but is strongly recommended. However, it is each offeror's responsibility to become familiar with all information necessary to prepare a proposal. Failure to do so will not relieve the successful offeror of the obligation to carry out the provisions of the contract.

4.3 CONTACT INFORMATION

The sole point of contact for Howard Community College for purposes of this RFP is: Elizabeth H. Moss, Director of Procurement via email at: emoss@howardcc.edu. Firms must carefully examine the RFP and related documents. Should any firm find discrepancies or omissions in this RFP or be in doubt as to the content or meaning of any aspect of this document, the firm should direct inquiries or requests for clarification of the documents, specifications or the process as a whole in writing to this contact person. All questions must be received no later than 10:00 a.m. on February 24, 2012. Firms are advised that the College reserves the right to use its best judgment in choosing to respond or not respond to any questions received after the above cut-off date for questions.

Clarifications of the RFP, in form of addenda, shall be issued in writing by the College as it deems appropriate and necessary to do so through the Howard Community College procurement webpage. The College reserves the right to waive any and all proposal technicalities, formalities or informalities at any time prior to or after the date of receipt of Proposals as it deems appropriate and in the College's best interest. The submission of a proposal will indicate that the firm thoroughly understands the terms of the RFP.

Under no circumstances are firms, including third party firms or their staffs, to contact other College staff, faculty or any related constituency for purposes associated with the RFP, including but not limited to, obtaining or providing information unless specifically noted in the Scope of the Project. **Firms failing to comply with this requirement may be disqualified.**

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

The College may designate one or more of its employees as liaison to interested firms at its discretion. This designation may be made after the proposal submission deadline. Communication between the firm and the College would then be made through the designated liaison after that point, as determined by the College.

4.4 SUBMISSION OF PROPOSALS

Offerors must submit one (1) original and four (4) copies of the proposal. Failure to provide the correct number of copies may result in rejection of the offer. Proposals must include all required information. The “original” copy should be clearly marked. Additionally, one (1) electronic copy shall be provided on a USB Flash Drive or compact disc. Electronic copies will NOT be accepted over e-mail. Copies of the proposal response, both written and electronic, will not be returned to the Offeror. Failure to provide the correct number of copies may result in rejection of the offer. Proposals must include all required information. All proposal packages submitted in response to this RFP must be signed, sealed and labeled. Offerors must copy the package sample label below and paste on the outside of the package:

<p>RFP ENVELOPE LABEL – TECHNICAL/QUALIFICATION PROPOSAL</p> <p>Bid No.: 12P-011 RFP Due Date: March 2, 2012 RFP Due Time: 2:00 pm Offeror’s Name: _____ Offeror’s Address: _____ _____</p> <p>Project Title: RFP for Food Service</p> <p>Deliver this package to the Finance Office – RCF 201</p>

It is mandatory that the RFP package label, as shown above, is used or this exact information is provided on the outside of the sealed proposal packages. Failure to do so may cause the proposal to be rejected.

Oral, faxed or emailed proposals are invalid and will not be given consideration. Proposals will not be accepted electronically through eMaryland Marketplace.

All costs incurred by responding firms associated with the preparation, submission, presentation or proposals and attendance at meetings, including but not limited to, costs related to transportation, meals, lodging, bonding and other related expenses, if applicable, will be the sole responsibility of the respondent and will not under any circumstances be reimbursed by the College.

4.5 EVALUATION OF PROPOSALS

Proposals must meet the requirements as stated in this document. Proposals that fail to meet one or more of the criteria may be ineligible for award. The College may make any investigations deemed necessary to determine the ability of the firm to provide the work as specified herein.

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

An evaluation committee will qualify and short-list all firms based on their proposal. Short-listed firms will be invited to provide an oral presentation. It is anticipated that oral presentations will be held on March 19th and 20th, 2012. Firms shall make sure that all key personnel are available to attend a presentation on that date.

In addition to the criteria listed elsewhere in this document, firms shall be evaluated on the following criteria:

1. Responsiveness to the scope of work and questions;
2. Past performance of the firm including user satisfaction;
3. Specialized experience and technical competence in performing similar services in the past five (5) years, including qualifications of staff members who will be involved;
4. Oral presentations, if required;
5. Composition of the principles and staff assigned to the performance of these services, particularly the proposed manager and immediate staff, and their qualifications and experience with relevant services such as that being proposed;
6. Adequacy of the personnel of the firm to accomplish the proposed scope of work;
7. Firm's capacity to perform the work giving consideration to current workloads;
8. Firm's familiarity with problems applicable to this type of service;
9. References from previous clients, including size and scope of services, name and telephone number of contact person; and
10. Price proposal.

Each phase of the process shall be weighted as follows:

- Technical Proposal – 60%
- Oral Presentation – 20%
- Price Proposal – 20%

The College reserves the right to negotiate or modify any element of the request for proposal evaluation process to secure the best possible arrangement for achieving the stated purpose.

4.6 EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFP, the Procurement Officer may require Contractor to submit such additional information bearing upon Contractor's ability to perform the contract as the Procurement Officer deems appropriate. The Procurement Officer may also consider any information otherwise available concerning the financial, technical, and other qualifications or abilities of the Contractor.

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

4.7 AWARD

The contract will be awarded to the firm complying with all of the provisions and stated criteria of this RFP, subject to the availability of funding and provided that it is the best interest of Howard Community College to award the contract. The Offeror's response, the specifications, terms and exhibits of this RFP, and any other applicable documentation relating to this proposal will be incorporated into the contract.

Award may be in whole or in part, whichever is in the best interest of the College. The Board of Trustees reserves the right to waive any informalities in the selection and award process relating to this proposal.

In the College's sole discretion, the College may defer award of the contract for a period of up to one hundred and twenty (120) calendar days after opening of bids. If no award or other disposition is made, the expiration of the one hundred and twenty (120) calendar days will constitute rejection of all offers without further action by the College.

4.8 PRICING

The pricing offered on the Price Proposal must include all charges and costs (including shipping) incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror's omission. In addition, all Offerors must hold their proposed prices for 120 days after the price submittal date, but prior to contract award date.

4.9 REJECTION

The College reserves the right to reject any or all offers received as a result of this solicitation and readvertise for other proposals. Offers may also be rejected for any of the following reasons:

- a. Failure to meet the mandatory specifications and requirements;
- b. Failure to respond in a timely fashion to a request for additional information or data;
- c. Failure to supply appropriate and favorable client references;
- d. Financial instability of firm submitting the proposal;
- e. Failure of the firm to successfully negotiate a contract, if applicable;
- f. Submitting an incomplete price proposal page;
- g. Submitting a proposal that is not signed; or
- h. Failure to demonstrate that the Offeror is qualified to carry out the obligations of the contract and to implement and support the work specified herein.

4.10 PROCUREMENT REGULATIONS

This Request for Proposals and any resulting contract shall be governed by §§16-311 through 16-314 of the Education Article of the Annotated Code of Maryland.

4.11 SMOKE AND TOBACCO-FREE

Howard Community College is a smoke and tobacco free environment. Use of tobacco products is prohibited in all college owned, lease, and controlled properties including parking lots and garages, and at all college-sponsored activities. Smoking is prohibited in vehicles. This use prohibition extends to Contractors, employees, agents, subcontractors and vendors.

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

4.12 CONTRACT

The successful Offeror shall sign a contract that incorporates the terms of this RFP, as well as the response, into the contract. If there is any conflict between these documents, the terms of this RFP shall take precedence unless specifically noted otherwise.

The initial term of contract will be for five (5) years commencing on July 1, 2012. At the sole discretion of the College, the contract may be renewed for an additional five (5) one-year periods, in compliance with the contract, with the same terms and conditions of the original contract, and as long as funds are available for this purpose.

The College reserves the right to terminate the contract at any time upon sixty (60) calendar days written notice to the Contractor. As determined by the College, it will pay the Contractor's reasonable costs incurred prior to the termination. In the event of termination, the Contractor may be required to provide the necessary best effort to transfer records and historical data to a superseding broker or to Howard Community College.

All applicable Federal laws, State laws, County, local, and municipal ordinances, by-laws, and the orders, rules and regulations of all authorities having jurisdiction over this Work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

4.13 CHANGES TO THE CONTRACT

The College may make any alterations, deviations, additions or omissions from the Request for Proposals documents which it deems to be in the best interest of the college without affecting the obligations of the Contractor or making void the contract. Any alterations, deviations, additions or omissions shall be processed as a change order.

4.14 DELIVERY

The successful Offeror shall deliver all of the required submittals within ten (10) days of the Notice to Award and commence Work according to the approved project schedule unless otherwise ordered in writing by the College.

4.15 INDEMNIFICATION AND INSURANCE REQUIREMENTS

The Contractor shall maintain in force at all times during the term of the contract, such insurance that will indemnify and hold harmless the College from Worker's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under the contract, or by anyone directly or indirectly employed by the Contractor. The Contractor's insurance will be with an insurance carrier licensed to do business in the State of Maryland acceptable to the College, with the following minimum insurance coverage:

Comprehensive General Liability Insurance – Liability Limits of One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

Comprehensive Business Automobile Liability Insurance – Liability Limit of Five Hundred Thousand Dollars (\$500,000) any one accident.

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

Worker's Compensation Insurance: Statutory coverage, including employer's liability coverage with a limit of at least One Hundred Thousand Dollars (\$100,000.00).

Excess liability, Umbrella form – One Million Dollars (\$1,000,000.00).

At the time this contract is made, the Contractor shall provide the College with evidence of payment in full of the above insurance coverage throughout the entire term of this contract. Any request for extension of time for this contract shall also include evidence of payment in full of the above insurance coverage through the entire term of the extension of term for this contract.

The Contractor shall furnish the College with a certificate of insurance as evidence of the required coverage. Such insurance shall specifically identify the materials and equipment, and shall name the College and Howard County, Maryland as an additional insured.

In the event that the Contractor's insurance is terminated, the Contractor shall immediately obtain other coverage; any lack of insurance shall be grounds for immediate termination of the contract.

4.16 COOPERATIVE PURCHASE

The College reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this Request for Proposals to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The College assumes no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this RFP. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the proposal response.

4.17 SUBCONTRACTORS

Offerors must submit the names and addresses of all subcontractors to be retained for this project. The College reserves the right to reject.

4.18 MINORITY PARTICIPATION

It is the policy of Howard Community College to strongly encourage minority business enterprises (MBE) to provide goods and services for the performance of College functions. Within the evaluation, Offerors can achieve higher consideration if they are a minority business enterprise or demonstrate an effort to achieve a minimum of 25% of the subcontractors or vendors anticipated to be retained by the Offeror for the College's project. Minority businesses include non-profit entities organized to promote the interests of handicapped persons, and firms that are 51% owned and controlled by a member of socially or economically disadvantaged minority groups, which include: African-Americans, Hispanics, American Indians, Alaska natives, Asians, Pacific Islanders, women, and the mentally or physically disabled.

REFERENCES

The Offeror shall list at least three higher education institutions where services have been provided of similar scope. The referenced work shall have been completed within the last five years. Provide a brief description of the scope of work. Please make sure references and contact persons are current. Use separate sheets if necessary and include with submission. These will become part of the contract.

Reference 1

Company name	
Street Address	
City, State, Zip	
Contact Person	
Title	
Telephone #	
Service Dates	

Reference 2

Company name	
Street Address	
City, State, Zip	
Contact Person	
Title	
Telephone #	
Service Dates	

Reference 3

Company name	
Street Address	
City, State, Zip	
Contact Person	
Title	
Telephone #	
Service Dates	

Please note: References listed must be able to confirm the Offeror’s ability to provide the services requested in this RFP document.

References submitted by: _____
Company name

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

CONTRACTOR INFORMATION FORM

I/We offer the terms, delivery and pricing for the requested products/services, and certify that I am a bona fide agent, authorized to make offers on behalf of the firm.

(Printed name of Offeror)

Minority Contractor: ____ (yes) ____ (no)
If yes, please specify minority classification _____

Please list any exceptions taken to any terms and conditions listed in the Request for Proposals. Please note any exceptions taken that may affect the award of a contract or purchase order:

Please provide the following information:

Company Name: _____ Years in Business: _____
Federal Tax Id: _____ City: _____
Street Address: _____ State, Zip _____
Office phone number: _____ Fax number: _____
Cell phone number: _____ Email address: _____
Contact Person: _____ Title: _____

Company name Name

Title Authorized signature and date

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

ACKNOWLEDGEMENT OF ADDENDA

We, _____ acknowledge receipt of the following addenda:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

PLEASE SIGN BELOW TO ACKNOWLEDGE RECEIPT OF ADDENDUM AND RETURN WITH TECHNICAL PROPOSAL.

Company name

Name

Date

Authorized signature

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

MINORITY PARTICIPATION FORM

BIDDERS SHALL COMPLETE THE FOLLOWING:

I HEREBY REPRESENT THAT OUR/MY FIRM IS _____
IS NOT _____

A MINORITY BUSINESS FIRM AS INDICATED BELOW (check all that apply):

African-American _____ Hispanic _____ Asian/Pacific Islander _____
American Indian/Alaska native _____ Disabled _____ Female _____

I HEREBY REPRESENT THAT OUR/MY FIRM IS ___ IS NOT ___ COMMITTED TO
DEMONSTRATING AN EFFORT TO ACHIEVE A MINIMUM MBE PARTICIPATION LEVEL OF
25%.

I hereby certify that the above information is true and correct, to the best of my knowledge and belief.

Firm Name

Signed Date

Type or Print Name

Title

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

CONFLICT OF INTEREST STATEMENT

The undersigned hereby affirms and attests that to the best of my knowledge, no trustee, employee, spouse, parent, child, brother or sister of the trustee or employee, owns assets in this business, and of this date is also employed by Howard Community College.

Company: _____

Authorized signature: _____

Printed name: _____

Title: _____

Date: _____

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

ETHICS STATEMENT

In compliance with the Public Ethics Law contained in the Annotated Code of Maryland, State Government Article §15-508, I hereby affirm that no employee of or representative for our company assisted the College in the drafting of specifications, requirements, statements of work, invitation for bids or request for proposals for this procurement, nor did any individual or company who assisted in such drafting assist or represent this company, directly or indirectly, in submitting a bid or proposal for this procurement.

Firm: _____

Authorized signature: _____

Printed name: _____

Title: _____

Date: _____

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

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.

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;

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

(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,

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

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

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

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

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)

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

NO BID RESPONSE FORM

Please be advised that our company does not wish to submit a bid in response to the above-captioned Invitation to Bid for the following reasons:

- _____ Too busy at this time
- _____ Not engaged in this type of work
- _____ Project too large/small
- _____ Cannot meet mandatory specifications (Please specify below)
- _____ Other (Please specify)

COMPANY NAME

PRINTED NAME

TITLE

SIGNATURE

DATE

ADDRESS

Please return to:
Finance Office
RCF 201
Howard Community College
10901 Little Patuxent Parkway
Columbia, Maryland 21044

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

TERMS AND CONDITIONS

ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for (90) days or as otherwise specified in the RFP document. At the end of the (90) days, the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

ADDENDA The College reserves the right to amend or add to this RFP at any time prior to the RFP due date. If it becomes necessary to change or add to any part of this RFP, the Procurement Officer will furnish an addendum to all prospective Offerors by posting the addendum on the solicitation web page at: www.howardcc.edu/business_services/purchasing/bid_requests.html. All addenda will be identified as such and will be posted at least 48 hours prior to the proposal due date. It is the sole responsibility of any prospective Offeror to monitor the web page to ensure receipt of all addenda, which shall be indicated on the acknowledgement of addenda form.

ADDITIONAL ORDERS Unless it is specifically stated to the contrary in the proposal response, the College reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions, if it is mutually agreeable.

APPLICABLE LAW The contract shall be construed and interpreted according to Maryland law, with venue and jurisdiction in Howard County, Maryland.

ASSURANCE OF NON-CONVICTION OF BRIBERY The Offeror hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal government.

AUDIT Offeror shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued from this solicitation. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of Offeror and any subcontractor involving transactions related to this agreement during the term of this agreement and for a period of three (3) years after final payment under this agreement.

BID AND PERFORMANCE SECURITY If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each proposal and be made payable to Howard Community College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the proposal, it shall be deemed unresponsive, unless the Director of Procurement deems the failure to be non substantial. Such bid bonds or checks will be returned, upon request, to all except the three (3) lowest Offerors after the opening of price proposals, and the remaining checks or bid bonds will be returned, upon request, to all but successful Offeror(s) after award of contract. If a performance bond is required, the successful Offeror must submit an acceptable performance bond in the designated amount of the solicitation award, prior to award of contract. All bid bonds will be returned, upon request, to the successful Offeror after receipt of the performance bond.

BILLING AND PAYMENT Each invoice shall reference Howard Community College's purchase order number, as well as bid number for this solicitation. All invoices will be paid within (30) days unless otherwise specified in the RFP document or unless any item thereon is questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim.

BRAND NAMES Brand name materials used in these specifications are known and acceptable. Proposals to use alternate brands are invited as long as they are of equal type and equal or better quality. The burden of proof that alternate brands are in fact equal or better falls on the Offeror and proof must be provided to the College's satisfaction.

CARE OF PREMISES Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the contract, the Contractor shall take the necessary precautions to protect all areas upon which or adjacent to which work is performed as a part of this contract. Any damage caused as a result of Contractor's neglect, directly or indirectly, shall be repaired to the College's satisfaction at the Contractor's expense.

CANCELLATION Howard Community College reserves the right to cancel this solicitation or to reject all offers received, if the College's Director of Procurement, in accordance with procedures approved by the College's Board of Trustees, determines that it is fiscally advantageous or in the best interest of the College to cancel the RFP.

COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 The Offeror warrants that both the Offeror and/or any subcontractor of the Offeror do not and shall not hire, recruit or refer for a fee, for employment under this Agreement or any subcontract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (hereinafter referred to as "IRCA"), including but not limited to any verification and record keeping requirements. The Offeror agrees to indemnify and save the College, its trustees, and/or employees harmless from any loss, costs, damages or other expenses suffered or incurred by the College, its trustees and/or employees by reason of the Offeror's or any subcontractor of the Offeror's noncompliance with "IRCA." The Offeror agrees to defend the College, its trustees and/or employees in any proceeding, action or suit brought against the College, including but not limited to administrative and judicial proceedings, arising out of or alleging noncompliance of the Offeror with "IRCA". The Offeror recognizes that it is the Offeror's responsibility to ensure that all certifications and verifications as required by law are obtained and maintained for the applicable time period.

COMPLIANCE WITH LAWS Offeror agrees to comply, at no additional expense, with all applicable Executive orders, Federal, State, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4.

COMPLIANCE WITH HOWARD COMMUNITY COLLEGE POLICIES While on the College's campus, Offeror agrees to comply with all applicable Howard Community College policies and procedures in effect as of the date of this agreement and as they may be amended from time to time during the term of this contract.

CONTINGENT FEES Offeror hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Offeror, to solicit or secure a contract, 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 a contract as a result of this solicitation.

CONTRACT AMENDMENTS The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Howard Community College before the supplier performs additional work on the project. The Contractor cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

work unless a price for those products or services has been negotiated with the College, and the Contractor has received a signed contract amendment from the Finance Office.

CONTRACT DEADLINES The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. If the Contractor defaults, the College reserves the right to assess liquidated damages and/or make an open market purchase.

CONTRACT DOCUMENTS The general conditions of this RFP, the Contractor's proposal, and the signed Agreement form the contract. The documents shall have the following order of precedence: this RFP, the Agreement, the Contractor's proposal.

CONTRACT TERMINATION The contract may be terminated for any of the following reasons: failure of the Contractor to meet the mandatory requirements as described in this solicitation; failure of the Contractor to meet required deadlines; failure of the Contractor to resolve problems in a timely manner; or lack of College funding.

CONTRACTORS This RFP is extended to individuals or firms as primary Contractors, and the Contractor will execute the work specified with bona fide employees. Subcontractors cannot assume the primary award of this contract on behalf of the primary Contractor nor can the awarded Contractor be relieved of its obligation or responsibility to this contract. The College reserves the right to reject any subcontractor.

DELIVERY AND PACKING Prices shall be FOB Destination freight prepaid to the delivery designated. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense. All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful Offeror to the designated location as indicated on the Howard Community College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. **DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.**

DELIVERY OF PROPOSALS Sealed proposals must be received in the Procurement Office by the date and time specified in the RFP in order to be considered. **NO LATE PROPOSALS WILL BE ACCEPTED.** Late proposals will be returned to the Offeror unopened. Proposals submitted by mail must be addressed to the Finance Office, RCF 201, Howard Community College, 10901 Little Patuxent Pkwy, Columbia, Maryland 21044, and clearly marked to indicate the bid number, title and opening date. Hand delivered proposals will be accepted only at the Finance Office, RCF 201, Howard Community College, 10901 Little Patuxent Pkwy, Columbia, Maryland 21044.

ERRORS IN PROPOSALS Offerors are assumed to be informed regarding conditions, requirements, and specifications prior to submitting proposals. Failure to do so will be at the Offeror's risk. Proposals already submitted may be withdrawn without penalty prior to proposal opening date. Errors discovered after proposal opening may not be corrected. In the case of an error in price extension, the unit price will govern. The intention of the Offeror must be evident on the face of the proposal.

FAILURE TO DELIVER If the Contractor fails to comply with any established delivery requirements, the College reserves the right to make an open market purchase of required items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.

FINANCIAL DISCLOSURE The Contractor shall comply with the provisions of §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 State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

HAZARDOUS AND TOXIC SUBSTANCES Offeror must comply with all applicable Federal, State, and County laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Offeror shall provide the College with a "Material Safety Data Sheet" or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

INDEMNIFICATION The Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and/or loss, including defense costs and attorney's fees, arising directly or indirectly out of Contractor's performance under this agreement. Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. As provided under Title 23 of the Howard County Code, the College will not indemnify the Contractor. This indemnification provision shall survive the termination and/or completion of this agreement.

INSPECTION OF PREMISES If a site visit is recommended or required, each Offeror is responsible for visiting the site(s) prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain precise dimensions of the area(s) involved. No allowance will be made to the successful Offeror, at a later date for additional work required because of his or her failure to visit the site and/or to obtain the exact dimensions. Discrepancies, if any, must be reported to the College.

INSURANCE If a contract results from this bid, the Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this contract, or by anyone directly or indirectly employed by the Contractor.

MARYLAND PUBLIC INFORMATION ACT Offeror recognizes that the College is subject to the Maryland Public Information Act, Title 10, Subtitle 6 of the State Government Article of the Annotated Code of Maryland. Offeror agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act. Offerors are advised that, upon request for this information from a third party, the College will be required to make an independent determination whether the information will be disclosed.

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

MINORITY PARTICIPATION It is the policy of Howard Community College to strongly encourage minority businesses to provide goods and services for the performance of College projects. Minority businesses are defined as firms that are 51% owned and controlled by a member of a socially or economically disadvantaged minority group, which includes African Americans, Hispanics, Native Americans, Alaskan Natives, Asians, Pacific Islanders, women, and the mentally or physically disabled.

NON-ASSIGNMENT AND SUBCONTRACTING Offeror shall not assign any contract or any rights or obligations hereunder without obtaining prior written consent of the College. No contract shall be made by Offeror with any other party for furnishing the services to be performed under a contract issued from this solicitation without the written approval of the College. These provisions will not be taken as requiring the approval of the contract of employment between Offeror and its personnel.

NON-COLLUSION Offeror certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Offeror also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Offeror or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

NON-DISCRIMINATION 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.

NON-HIRING OF EMPLOYEES No employee of the College or of the State of Maryland, or any department, commission, agency or branch thereof whose duties as employees include matters relating to or affecting the subject matter of this bid shall, during the pendency and term of this contract and while an employee, become or be an employee of the contractor or any entity that is a subcontractor on this contract.

NON-VISUAL ACCESS The Offeror warrants that the information technology offered under this solicitation (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent. For purposes of this condition, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

NOTICE TO CURE The College reserves the right to cancel the contract if the Contractor's performance is unsatisfactory to the College. It is understood, however, that if at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract.

PATENTS Offeror guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Offeror will at his/her own expense, indemnify, protect and save harmless the College, its trustees, employees, agents and students with respect to any claim, action, cost or judgment for patent infringement, arising out of the purchase or use of these goods.

PERFORMANCE ACCEPTANCE PERIOD The selected Contractor(s) must agree to an acceptance trial period of performance not to exceed ninety (90) consecutive calendar days. During the 90-day acceptance period, the Contractor's performance must be consistent with the specifications contained herein and the Contractors proposal. Failure to satisfy the "acceptance trial period of performance" may result in cancellation of the contract. In the event that the Contractor fails to meet all requirements, the College shall declare the Contractor's services unacceptable and the Contractor in default, and terminate all agreements, written or verbal, without penalty or obligation to the College. Further, should there be any dispute/discrepancy on acceptability of said service, decisions made by the College will prevail and be final.

PREPARATION OF PROPOSAL Proposals submitted must be hand signed by an authorized agent of the company submitting the proposal. Notification of award will be made by "Notice of Intent to Award" and/or purchase order. An Offeror may attach a letter of explanation to the proposal for clarification. Offerors will be required, if requested by Howard Community College, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers of or dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any Offeror's place of business prior to award of contract to determine Offeror responsibility.

PROPOSAL INSTRUMENTS Proposal instruments include the RFP, addenda, terms and conditions, contract terms, and specifications. Proposals should be prepared simply and economically, and should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. The Offeror will bear any and all costs incurred in the preparation and submission of proposals.

POLITICAL CONTRIBUTION DISCLOSURE The Contractor shall comply with §§14-101-14-108, of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, 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.

PRODUCT TESTING DURING TERM OF CONTRACT Goods delivered under any contract resulting from this RFP may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the College unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the Contractor.

PUBLICITY The Contractor shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to the College without the express written approval of the College's Public Relations & Marketing Office obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the Contractor from listing the College on its routine client list for matters of references.

RECORD RETENTION If awarded a contract, Contractor shall maintain books and records relating to the subject matter of this agreement, including but not limited to all charges to the College, for a period of three (3) years from the date of final payment under this agreement.

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

REFERENCES Offeror must provide at least three references from former or current clients who can confirm the Offeror's experience with projects that are similar in size or scope. All reference information must include the company's name and address and the contact's name and telephone number. The references provided must be able to confirm, without reservation, the Offeror's ability to provide the level of services requested in this solicitation. References from other higher education institutions or government agencies are preferred but not required.

REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND Pursuant to §7-202 et. seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

REJECTIONS AND CANCELLATIONS Howard Community College reserves the right to accept or reject any or all proposals in whole or in part for any reason. The College reserves the right to waive any informality and to make awards in the best interest of the College. The College also reserves the right to reject the proposal of any Offeror who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this RFP. The College may cancel this solicitation in whole or in part, at its sole discretion.

RIGHT TO STOP WORK If the College determines, either directly or indirectly, that the Contractor's performance is not within the specifications, terms or conditions of this RFP and/or that the quality of the job is unacceptable, the College has the right to stop the work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of the College. The College also reserves the right to re-solicit this contract if it is decided that performance is not within the specifications as set out.

SAMPLES AND CATALOG CUTS If samples are required, Offeror shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Procurement Office, Bid No. ____" and each sample shall be tagged or marked. Failure of the Offeror to clearly identify samples as indicated may result in rejection of the proposal. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. Samples will not be returned.

SIGNATURE Each proposal must show the full business address and telephone number of the Offeror and be signed by the person or persons legally authorized to sign such contracts. All correspondence concerning the RFP and contract, will be mailed or delivered to the address shown on the proposal. **NO BID WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.**

SPECIFICATIONS AND SCOPE OF WORK The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the Contractor assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the Contractor and the College will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the Offeror to note these omissions, in writing, prior to accepting the award. If these omissions are not noted prior to award then the Contractor's silence is deemed as full and complete acceptance and any additional costs will be borne by the Contractor.

SUBCONTRACTORS Offerors must submit the names and addresses of all subcontractors to be retained for this project. The College reserves the right to reject. Subcontractors shall conform in all respects to the applicable provisions specified for the prime contractor and shall be subject to approval by the College. If a subcontractor is determined to be unacceptable by the College, the firm shall substitute an acceptable subcontractor with no change in any Contract unit prices or overall Contract sum. If a firm fails, within a timely manner, to propose another subcontractor to whom the College has no objection, the College reserves the right to reject the proposal. The firm will use only those subcontractors approved by the College. All subcontractors shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontractor and shall include all terms and conditions set forth herein which apply with equal force to the subcontractor, as if they were the Contractor referred to herein. The Contractor is responsible for the Contract performance, whether or not subcontractors are used.

TAXES The College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. Offeror shall be responsible for the payment of any and all applicable taxes resulting from any award and/or any activities hereunder, including but not limited to any applicable amusement and/or sales taxes. For construction projects: in accordance with COMAR 03.06.01.22c(2)(b), the tax exemption certificate of otherwise exempt governmental entities may not be used for the purchase of materials to be incorporated into the real property on College construction projects.

TERMINATION BASED ON LACK OF FUNDING Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the College's appropriating authority is deemed to be the Board of Trustees of Howard Community College. Insufficient funds shall be grounds for immediate termination of the contract.

TERMINATION OF CONTRACT The College reserves the right to cancel the Contract awarded to the Contractor if, in the College's judgment, performance under the Contract is unsatisfactory. It is understood, however, that if at any time during the term of the Contract, performance there under is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within fifteen (15) calendar days from the receipt of such notification. If such corrections are not made within the specified period, the College may terminate the Contract at that time.

TERMINATION FOR DEFAULT If an award results from this RFP, and the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the College. 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 FOR THE CONVENIENCE OF THE COLLEGE The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or in part, whenever the President of Howard Community College shall deem that termination is in the best interest of the College. Such determination shall be at the sole discretion of the President or her designee. In such event, the College shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. The Contractor shall not be reimbursed for anticipatory profits. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

USE OF CONTRACT BY OTHER PUBLIC ENTITIES While this solicitation is prepared on behalf of Howard Community College, it is intended to apply to other Maryland educational institutions and public agencies in the State of Maryland, including Howard County Government and Howard County Public Schools. Unless the Offeror takes an exception, the resulting awarded items, terms and conditions will be available to other State and local public entities. Should a price adjustment be necessary to include any other public entity, the Offeror

Howard Community College
RFP Title: Food Service
Bid Number: 12P-011
RFP Opening Date: March 2, 2012

must so note on the Contractor Information Form. Purchase requests and funding from other agencies will be the responsibility of those agencies.

WARRANTY Offeror expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Offeror further warrants all articles, material and work performed for a period of one year, unless otherwise stated, from date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at Offeror's sole expense.

WITHDRAWAL OF BIDS A proposal shall be withdrawn by written or fax request, confirmed immediately in writing, provided that such requests are received prior to the time of opening proposals. The College shall not be held responsible for the timely receipt of any requests for withdrawal, and the Offeror is cautioned to transmit any such request in ample time for delivery before the proposal opening hour and date. No proposal received can be withdrawn by any Offeror after the opening, as no claim for release due to mistakes or omissions in the proposal shall be considered. Each Offeror shall be held strictly responsible for it's proposal.