



HOWARD

COMMUNITY COLLEGE

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HOWARD COMMUNITY COLLEGE

BOARD OF TRUSTEES

10901 LITTLE PATUXENT PARKWAY
COLUMBIA, MD 21044

REQUEST FOR PROPOSALS

Pouring Rights and Campus Beverage Vending Services 22P-004

All sealed Proposal responses **MUST BE RECEIVED** via Equity Hub's Bid Locker at <https://bidlocker.us/a/howardcc/BidLocker> by **2:30 p.m.** local time on **March 30, 2022**

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

Domonic A. Cusimano
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 all addenda to the Request for Proposals or other communications issued in relation to this RFP. 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.

March 9, 2022

To All Interested Firms:

The Board of Trustees of Howard Community College invites proposals from firms to enter into a pouring rights program with a single supplier for all bottled, can, and fountain drinks served on the main campus. Proposals will be accepted solely via BidLocker until 2:30 p.m. on March 30, 2022, at which time and place the names of the firms submitting proposals will be recorded. Please see Section 3 of the RFP for further detail regarding proposal submission. Late submittals will not be considered. It is the responsibility of each firm to ensure 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/procurement on the current solicitation page. 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,

Domonic A. Cusimano
Director of Procurement

Howard Community College
RFP Title: Pouring Rights and Campus Beverage Services
Bid Number: 22P-004
RFP Opening Date: March 30, 2022

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SCOPE OF SERVICES

1.1 INTRODUCTION

The Board of Trustees of Howard Community College is requesting proposals from beverage service vendors to be the College's single supplier for all beverage vending services and fountain drinks dispensed through the College's dining services.

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 attracts 46 percent of Howard County undergraduates who attend public and private two-year and four-year Maryland colleges. In fiscal year 2019, the College served approximately 30,000 unduplicated credit and noncredit students, who chose from numerous programs of study offered among the College's main campus and off-campus sites and locations. The College currently employs approximately 1,300 full and part time employees. The College was built on a foundation characterized by service to students, community partnerships, and continuous quality improvement. 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 SCOPE OF SERVICES

The selected firm shall provide a full service beverage vending machine program which includes delivery and stocking of product, equipment and maintenance, collection of money, tallying, submittal of commissions, safeguards for vandalism and theft, removal of trash and cleaning of vending area.

The firm shall be able to provide a broad range of recognized brand-name soft drink beverages including, but not limited to, sodas, teas, waters, and juices. All products are to be dispensed in cans or bottles. Hot beverages, brewed ice tea and milk products are not included as part of this contract.

The Contractor shall provide and maintain all necessary equipment at its own expense, considering quality, adequacy, appearance, signage, latest technology, maintenance, parts and service. New or replaced machines shall comply with Vending 2012 ADA standards. Equipment utility costs, specifically electricity, will be paid for by the College. Any additional equipment needed for beverage service shall be the responsibility of the contractor and such additions require prior approval of the College.

All vending machines shall be equipped to accept dollar bills and coins. Offerors shall address in their proposal plans for major credit/debit card acceptors for selected vending machines located in high-traffic areas. At the present time, the College does not utilize student ID/debit cards, however these cards may be considered in the future. It is expected that the Contractor will install card readers in all vending machines. Any changes to the method of payment installed on the machines shall be approved in advance by the College.

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The selected firm must keep the area around the beverage vending machines in a clean and orderly fashion. The beverage vending machines must remain in a sanitary and safe condition, meeting all of Howard County and State of Maryland building, fire, and health regulations. All debris or packaging relating to the stocking of the machine shall be immediately removed from the College’s premises.

1.4 BEVERAGE VENDING MACHINE LOCATIONS

The following is a list of current beverage vending machines and locations:

Campus Building	Type of Beverage Vending Machine
Academic Commons 2 nd Floor	20 oz. Soda/Water
Academic Commons 2 nd Floor	20 oz. Soda/Water
Athletic & Fitness Center*	20 oz. Soda/Water
Athletic & Fitness Center*	20 oz. Non-Carbonated
Duncan Hall 2 nd Floor	20 oz. Soda/Water
Duncan Hall 3 rd Floor	20 oz. Soda/Water
HSB	20 oz. Soda
HSB	20 oz. Non-Carbonated
Hickory Ridge 1 st Floor	20 oz. Non-Carbonated
Hickory Ridge 1 st Floor	20 oz. Soda/Water
Hickory Ridge 1 st Floor	12 oz. Soda, Can
Hickory Ridge 2 nd Floor	20 oz. Soda/Water
Hickory Ridge 3 rd Floor	20 oz. Soda/Water
Howard Hall 1 st Floor	20 oz. Soda/Water
HVPA	20 oz. Soda/Water
McCuan Hall	20 oz. Soda/Water
SET 2 nd Floor	20 oz. Soda/Water
SET 4 th Floor	20 oz. Soda/Water

*The Athletic & Fitness Center machines are currently inaccessible due to the construction of the new Mathematics and Athletics Complex

Additionally, the College has begun construction on a new Mathematics and Athletics Complex, which is expected to be completed in 2024. This facility will require additional beverage vending machines when it opens.

It should be noted that although 20 oz. containers are currently installed, the College supports Howard County’s Executive Order for healthy beverage options. As a result, Offerors should include alternative sized containers as part of their proposals.

1.5 BEVERAGE VENDING MACHINE EQUIPMENT

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The Contractor shall be required to provide an attractive banking arrangement of vending machines at each location at the College. Product advertising on the face of each machine shall correspond to the contents of the machine.

The selected firm shall coordinate the scheduling of all equipment delivery and installation with the College's designated representative. Firms shall work with the incumbent provider to ensure a smooth transition of machines. It is anticipated that all equipment will be installed and operational as soon as practicable after award of the contract. All assembly and installation processes that are required shall be carried out by appropriate, experienced professional labor, under experienced supervision. Initial and subsequent equipment installations shall be identified by equipment serial number, manufacturer or vending machine account number.

The Contractor shall initially install vending machines in existing vending machine locations only; however, the Contractor may make recommendations to add beverage vending machines. Howard Community College reserves the right to determine the location of any vending machines. The selected firm shall add, remove or change the vending machines in each existing or future location as business increases or decreases. The Contractor shall also replace faulty equipment where the equipment is found to have a history of poor service, or provide and install additional pieces of equipment at the request of the College. Any additions or substitution, removal or relocation of any equipment shall not be undertaken by the selected firm without prior approval by the College. These additions, removals or changes shall not be considered a material modification of the contract.

The selected firm shall be responsible for any damage done to any part of College property resulting from the delivery, installation or servicing of the equipment, and shall repair or cause to be repaired at the firm's expense any such damages in a manner satisfactory to the College.

The Contractor shall bear any and all losses sustained due to theft of monies, vendible contents or damage to its equipment while housed within College facilities. The College shall not be liable to the Contractor for any pilferage, loss, damage or destruction of the equipment.

The College shall provide utilities for all beverage vending equipment. The College does not guarantee uninterrupted supply of utilities, except that the College will be diligent in restoring service following any interruption. The College shall not be liable for any loss, damage, cost or expense which may result in the interruption or failure of such service.

1.6 ACCOUNT MAINTENANCE AND SERVICE ON THE MACHINES

The Contractor shall be totally responsible for maintaining adequate stock levels to ensure vendibility at all times. "Out of stocks" exceeding thirty percent (30%) of vendible columns are not acceptable, and machines deemed such shall be considered out of service. Additionally, given the fluctuation of students present on campus throughout the academic year, the selected firm shall work with the College to adjust the frequency of stocking as necessary to ensure that all machines are properly stocked at particularly busy time periods.

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A schedule for replenishment of vending equipment stock in order to maintain highest vending efficiency and to ensure against the possibility of equipment dispensing other than fresh merchandise shall be implemented and maintained. The Contractor shall provide a vending machine replenishing schedule that reflects, at minimum, service of at least twice per week. Products vended in the machines shall conform to a specifications list as prepared by the Contractor, and approved by the College.

The selected firm shall designate an account representative to manage the College's account and who acts as the primary point of contact for the College.

A comprehensive schedule of preventative maintenance is to be followed in order to reduce mechanical disruptions to vending efficiency. All service issues will be the responsibility of the firm; this includes any and all parts, labor and preventative maintenance inspections. All service and repair of equipment shall be at no cost to the College.

Service calls must be resolved within twenty-four (24) hours. Exceptions will be made for non-working days (weekends, holidays, etc.). In the event service failures reach an unacceptable level, the College shall have the right to demand, and the firm shall agree to promptly furnish at its expense, a new vending machine.

1.7 PERSONNEL

The selected firm shall provide qualified management and personnel necessary to operate the beverage vending service operation. Personnel will be expected to work cooperatively with College staff and abide by all College policies. All company employees shall be in uniform when performing their job. Additionally, the College reserves the right to require the firm to remove from the campus employees deemed incompetent, careless, insubordinate or otherwise objectionable. These requests will be communicated in writing by the College.

1.8 PRICE

The selected firm shall conspicuously post pricing. Prices should be fair to protect the faculty, staff, and students from unreasonable beverage prices while still allowing the vendor a fair opportunity to make a profit. Beverage pricing shall be submitted to the College's Director of Auxiliary Services for approval.

1.9 REFUNDS

Refunds to patrons from beverage vending machines are the responsibility of the selected firm. A petty cash fund will be maintained at a location on campus on behalf of the firm to provide reimbursement for monies lost. It is the firm's responsibility to initiate and replenish petty cash funds on a weekly basis.

1.10 REPORTS AND PAYMENTS

The selected firm shall pay the agreed upon beverage vending commission percentage rates on gross sales. Remittance shall be made monthly within 30 days following the close of the previous month's operation. Copies of monthly statements shall accompany payments. Statements must include machine

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location, type of merchandise, gross sales by product category for each location, and commission amount by product category for each location.

The selected firm shall keep full and accurate accounts and sales records and maintain adequate internal control in connection with beverage services. Records shall be retained throughout the term of the contract and may be subject to audit by the College. Should the contract be terminated for any reason, the College shall receive a prorated adjustment for all monies due. Additionally, the selected firm shall provide annual sales reports in a format acceptable to the College for an annual review.

1.11 DINING SERVICES

Dining services provides bottled, canned and fountain drinks in the Café on the Quad, as well as for any catering for events in the RCF building. The selected firm shall provide dispensing equipment for fountain drinks at no cost to the College.

1.12 SOLE POURING RIGHTS

The selected firm’s proposal and resulting contract will include sole pouring rights for Beverage Vending Services and Dining Services including retail sales. The College reserves the right to expand retail sales of beverages at the College’s discretion. For example, the College may decide to sell cold beverages in the campus bookstore. All retail sales will still be limited to the exclusive brand awarded this contract. These rights only exist for the Columbia campus, excluding the Children’s Learning Center. All other campus locations are expressly excluded.

1.13 MARKETING OPPORTUNITIES

The selected firm shall have various opportunities for marketing their brand. Offerors shall delineate their proposal the marketing opportunities that the firm will seek within the pouring rights agreement.

The Contractor shall comply with Howard Community College’s policies concerning signs and advertising. All signs and advertising in any vending machine area must be approved by the College.

1.14 APPROXIMATE ANNUAL PRODUCT USAGE

	July 2018- June 2019	July 2019-June 2020	July 2020- June 2021	July 2021- December 2021
Vending Machine Cases	1093	1667	185	332
Dining Service Cases	3637	2586	82	1230
Fountain Syrup Gallons	240	180	22	45

1.15 HEALTHY OPTION BEVERAGES

The College supports the Howard County ordinance to provide healthy food and beverage choices. The most pertinent language of the ordinance is as follows:

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1. at least 75 percent of the packaged food and beverage options offered in vending machines shall be healthy food or beverage options.
2. All healthy food or beverages offered for sale in vending machines on County property must be displayed in ways that are easily visible and distinguishable from less-healthy items.
3. Healthy food and beverage options shall comprise at least half of each row of display space in vending machines on County property so that healthy options are easily visible at every level.

As a result, the selected firm shall display all sugar and caloric content for beverages on the outside of the machine. The College will work in cooperation with the selected firm to implement the goals of healthy beverage choices, while still ensuring the vendibility of stocked products. Offerors are to indicate what steps the firm will take to comply with the law, including, but not limited to modification of the size of the beverages sold, the caloric content of products, different prices for products, the percentage of healthy beverages to be stocked in machines, and the type of information to be provided on the outside of the machine, including the location for products to be stocked in the machine. The College reserves the right to revise the College's requirements for healthy option standards at any time during the contract and expressly retains the right to educate students about the healthfulness of beverages.

See the following link for the entire subtitle, which contains the healthy food and beverage standards:
https://library.municode.com/md/howard_county/codes/code_of_ordinances?nodeId=HOCOCO_TIT12H_ESOSE_SUBTITLE_18HEFOBEOUPR

TECHNICAL PROPOSAL FORMAT AND REQUIRED INFORMATION

2.1 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.

2.2 ORGANIZATION OF TECHNICAL PROPOSAL

Proposals must be organized in accordance with the order of the sections below.

Title Page
Firm's qualifications and relevant experience
Account manager
Products, including healthy options
Equipment
Sustainability
Reports and Marketing
Price Proposal
Financial Statements
Affidavit of Accuracy Form
Contractor Information Form
Acknowledgement of Addenda Form
References
Minority Participation Form
Conflict of Interest Statement
Ethics Statement
Bid/Proposal Affidavit

2.3 TITLE PAGE

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

2.4 FIRM'S QUALIFICATIONS AND RELEVANT EXPERIENCE

All services furnished under this contract shall be from firms licensed to provide beverage vending services. Provide a general overview of the firm's qualifications and relevant experience providing beverage vending machine services on higher education campuses. Include information about the location of distribution centers and maintenance service offices that would be serving the College's needs.

Offerors proposing the subcontracting of any services within the scope of the request for proposal must adequately demonstrate in their proposal that such subcontracting will provide a level of service equal to

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those Offerors proposing direct services of all services relative to this request for proposal. Subcontracting of any service must be approved by the College.

All services furnished under this contract shall be from firms that provide the requested 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.

2.5 ACCOUNT MANAGER

Provide information about the account manager that will be assigned to the College, including length of employment with the Offeror, prior employment, experience servicing higher education clients, and office location.

2.6 PRODUCTS, INCLUDING HEALTHY OPTIONS

Provide a list of products to be vended, including a list of all available flavored drinks dispensed from fountain units. The products to be vended, together with the corresponding portion, size and retail price must be detailed in the proposal. Vending equipment must dispense nationally known products and local preferences.

Include information in this section relating to proposed healthy beverage options and plans to follow the Howard County ordinance discussed in section 1.15.

2.7 EQUIPMENT

List all equipment that will be used at the College. Include photographs of the proposed equipment. Also, provide drawings or photographs of the proposed arrangements.

Provide a proposed schedule for replenishment of the machine. Additionally, propose a preventive maintenance schedule for the equipment.

2.8 SUSTAINABILITY

Howard Community College is committed to the use and purchase of environmentally and socially responsible materials and products whenever it is feasible. Proposers shall state in the offer whether the machines will be ENERGY STAR compliant and include a low power mode that allows the machine to be placed in a low energy state during times of inactivity. Additionally, include any other applicable sustainable practices used by the firm that highlight the firm's commitment to sustainability.

2.9 REPORTS AND MARKETING

Provide a sample annual report that will be submitted to the College. Delineate anticipated marketing opportunities.

2.10 PRICE PROPOSAL

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Firms shall submit a price proposal on the price proposal form. If an Offeror wishes to recommend smaller sized containers as part of the healthy beverage, the Offeror may submit an additional alternative pricing proposal for the applicable container size. Proposals shall also explain in detail how the Contractor commits to provide financial contributions to the College in exchange for the right to be the sole beverage provider at the College. This information must be clearly stated in annualized real dollars.

2.11 FINANCIAL STABILITY

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

2.12 AFFIDAVIT OF ACCURACY FORM

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

2.13 CONTRACTOR INFORMATION FORM

The signed original must be included with the original Proposal.

2.14 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.

2.15 REFERENCES

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

2.16 MINORITY PARTICIPATION FORM

The signed original must be included with the original Proposal.

2.17 BID/ PROPOSAL AFFIDAVIT

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

2.18 SAMPLE CONTRACT

Provide a sample copy of any contract, service level agreement, or other agreement that the College would be required to enter into in order for the proposer to meet the requirements of this solicitation.

GENERAL INFORMATION

3.1 REQUEST FOR PROPOSAL DUE DATE

All responses to this Request for Proposal are due via Equity Hub’s Bid Locker by **2:30 pm on March 30, 2022**. No facsimile or email transmissions will be accepted. It is the responsibility of the Offeror to plan the upload 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.

3.2 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held for this solicitation. The pre-proposal conference will be held as a video conference via Zoom on March 18, 2022 at 11:00 a.m. **Any firms interested in attending the pre-proposal conference on Zoom or the site visit on the following day must RSVP in advance by e-mailing Domonic Cusimano at dcusimano@howardcc.edu**. Interested firms must indicate in the RSVP e-mail the names of the firm employees who will be attending the virtual pre-bid conference and/or site visit in the following format:

Name	Company/Address	E-mail/Phone Number
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The meeting will be recorded in order to aid in the creation of the bid addendum that follows the conference, which will memorialize the topics covered during the pre-bid conference and any questions received during the conference. Any recording of the conference will be deleted after the bid process has concluded. Attendance is not required, but is strongly recommended. A site visit will not occur after the pre-proposal conference. 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.

3.3 CONTACT INFORMATION

The sole point of contact for Howard Community College for purposes of this RFP is: Domonic Cusimano, Director of Procurement, via email at: dcusimano@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 am on March 22, 2022. 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

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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.**

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.

3.4 SUBMISSION OF PROPOSALS

Offerors must submit **one (1) digital copy of the technical proposal as one (1) complete PDF document**. Regarding the requirement for one (1) complete PDF document, it is intended that an Offeror bundle all response documentation into a single PDF file rather than submit multiple separate files that together make up the proposal response. 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 and labeled as follows: <Firm Name> - Campus Beverage Services RFP 22P-004 – Technical Proposal.

Completed proposal documents must arrive electronically via Equity Hub's Bid Locker at <https://bidlocker.us/a/howardcc/BidLocker>. Please note that **proposing firms must register on the Bid Locker site prior to submittal of documents**, so please plan the upload of the proposal package accordingly

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

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.

3.5 PUBLIC INFORMATION

The College operates under the Maryland Public Information Act, which permits access to most records and documents. Proposals will generally be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary information to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A Contractor's designation of material as confidential is not necessarily conclusive, and the Contractor may be required to provide justification why such material should not be disclosed. The ultimate determination about the confidential nature of information shall be made by the College.

3.6 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.

Firms shall be evaluated on the following criteria:

1. Responsiveness to the scope of work and questions;
2. Past performance of the firm including timely completion of projects, compliance with scope of work performed within budgetary limitations, and 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 in the required time;
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 – 50%

Price Proposal – 50%

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.

3.7 EVIDENCE OF RESPONSIBILITY

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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. Quality of performance may also be determined through contracts or services provided to the College or to other entities. Quality of performance to other entities will be determined from reference checks when references are required. The determination of quality performance includes the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction and the Contractor's businesslike concern for the interests of the customer. The College reserves the right to reject any proposal deemed not responsible or non-responsive.

3.8 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.

3.9 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.

3.10 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.

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3.11 CONTRACT

Offerors shall provide a draft sample contract with the proposal. By submitting a response to this Request for Proposals, Offerors acknowledge the acceptance of the College's terms and conditions and agrees to accept any requested modifications to the contract. If the College and the best evaluated proposer are unable to agree to final terms of a contract, the College reserves the right to terminate negotiations and proceed to the next best evaluated firm. The contract shall incorporate the terms of this RFP, as well as the response, into the contract. If there is any conflict between the terms and conditions of the contract and this RFP document, the terms and conditions of this RFP shall take precedence.

The initial term of contract will be for five (5) years. At the sole discretion of the College, the contract may be renewed for an additional three (3) 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. The College shall not reimburse for any anticipatory profits. 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 Contractor or to Howard Community College.

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 College reserves the right to hold the payment of the final invoice for the Contractor until the completion of the successful transition.

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.

3.12 PRICE ADJUSTMENTS

Contract commissions are to remain fixed during entire term of the contract. Prices for the vending machines shall be reviewed by the College and the selected firm, as appropriate. Prices may increase for the machines only with the College's prior approval.

3.13 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.

3.14 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

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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.

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

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.

3.15 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information which are designated confidential by the College and not otherwise subject to disclosure, and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor using the same level of care in preventing unauthorized disclosure or use of the confidential information that the Contractor takes to protect its own information of a similar nature, but in no event, less than reasonable care. The Contractor shall not be required under the provision of this clause to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

3.16 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

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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.

3.17 SUBCONTRACTORS

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

3.18 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.

3.19 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.

3.20 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.

3.21 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.

3.22 EMPLOYMENT OF SEX OFFENDERS

The State of Maryland requires certain sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. Howard Community College is also subject to a number of Federal laws requiring disclosure of registered sex offenders enrolled or employed at institutions of higher education. Additionally, the College provides a number of programs throughout the main campus that involve minor children, including the Children's Learning Center and Kids on Campus. As a result, if a sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the awarded bidder, the awarded bidder is prohibited from assigning that employee to perform any type of service on the main campus. Violation of this provision may result in Termination for Cause of the contract.

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PRICE PROPOSAL

To: Howard Community College
Re: 22P-004 – Pouring Rights and Campus Beverage Vending Services

From: _____
(Company's Name)

The undersigned (“Contractor”) hereby submits this Price Proposal for providing beverage vending services and receive sole pouring rights at Howard Community College. It is understood that the College will be the sole judge as to the acceptance of the offers and award of the contract. All work shall be completed in accordance with the accompanying Specifications for the amount listed below as applicable in accordance with the terms of the RFP Documents. By submitting this price proposal, Contractor agrees to be bound by the College’s General Terms and Conditions and comply with all insurance mandates.

Beverage Vending Service

Commission rate on monthly gross sales

- 20 oz. bottle soda _____ %
- 20 oz. bottle water _____ %
- 12 oz. can soda _____ %
- Juice/tea/other _____ %
- Energy drinks _____ %
- Other _____ %
- Other _____ %

Sole Pouring Rights

Financial Incentives, such as annual contribution to Howard Community College Foundation

\$ _____ per year

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Other Incentives (list and clearly explain)

By signing below, your firm agrees to provide said services as specified and that those services shall be provided or performed in accordance with the RFP specifications, stipulations and terms and conditions specified and that your firm has read and agrees to the College terms, conditions, stipulations, and specifications and any College approved or authorized exceptions, and that your firm will adhere to said terms and conditions in any contract resulting.

It is understood that the proposed price will be firm for a period of one hundred (120) calendar days from the deadline for receipt of proposals and that if the undersigned be notified of acceptance of this price within this time period, the firm shall execute a contract for the above stated compensation. Failure to properly and completely fill in all blanks may be a cause for rejection of this Price Bid.

Company Name

Printed Name

Title

Authorized signature and date

Address

Phone number

REFERENCES

The Offeror shall list at least three projects of a similar scope. The College may only be included as one (1) of the three required references. The referenced work shall have been completed in the last 5 years. Provide a brief description of the scope of work. Use separate sheets if necessary and include with submission. Offerors must make sure references and contact persons are current. If the College is unable to contact a reference as a result of outdated information, the College reserves the right to regard that reference as an unfavorable reference.

Reference 1

Institution name	
Street address	
City, State, Zip	
Contact person	
Title	
Telephone #	
Email address	
Service dates	

Reference 2

Institution name	
Street address	
City, State, Zip	
Contact person	
Title	
Telephone #	
Email address	
Service dates	

Reference 3

Institution name	
Street address	
City, State, Zip	
Contact person	
Title	
Telephone #	
Email address	
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

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AFFIDAVIT OF ACCURACY FORM

The undersigned swears or affirms under the penalty of perjury and upon personal knowledge that the contacts of this Technical Proposal are true and correct.

Name of Company

Representative/Title
(Signature)

Address

Representative/Title
(Print/Type)

Telephone number

Date

CONTRACTOR INFORMATION FORM

The undersigned agrees to furnish and deliver the above goods and services in accordance with the specifications issued, and subject to all terms, conditions, and requirements in the solicitation, and in the various bid documents.

(Printed name of Company)

Provide the name and title of the person with legal authority to sign on behalf of the Contractor. If the title of the individual is not "President" or "Vice President", provide verification of the signature authority with your submittal.

Name of Company Signatory (Printed): _____
Title of Company Signatory (Printed): _____

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

Please provide the following information:

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

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

Company name Name

Title Authorized signature and date

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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

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

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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, own assets in this business, and of this date are also employed by Howard Community College.

Company: _____

Authorized signature: _____

Printed name: _____

Title: _____

Date: _____

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ETHICS STATEMENT

In compliance with the Public Ethics Law contained in the Annotated Code of Maryland, Title 5 of the General Provisions Article, 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: _____

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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;

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- (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

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shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

K. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
 - (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

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(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)

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NO BID RESPONSE FORM

Please be advised that our company does not wish to submit a proposal in response to the above-captioned Request for Proposals 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: Pouring Rights and Campus Beverage Services
Bid Number: 22P-004
RFP Opening Date: March 30, 2022

TERMS AND CONDITIONS

ADDENDA The College reserves the right to amend or add to this bid at any time prior to the bid due date. If it becomes necessary to change or add to any part of this bid, the Procurement Officer will furnish an addendum to all prospective Bidders by posting the addendum on the solicitation web page at: www.howardcc.edu/procurement on the current solicitation page. All addenda will be identified as such and will be posted whenever possible at least 48 hours prior to the bid opening. It is the sole responsibility of any prospective Bidder to monitor the web page to ensure receipt of all addenda.

ADDITIONAL ORDERS Unless it is specifically stated to the contrary in the bid 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 Bidder 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 Bidder 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 Bidder 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.

AWARD CONSIDERATIONS Awards of this bid will be made to the lowest responsible Bidder conforming to specifications with consideration being given to quantities involved, time required for delivery, purpose for which required, responsibility of bidder and its ability to perform satisfactorily with consideration to any previous performance for Howard Community College. A bid may be awarded at the sole discretion of the College, in whole or in part, whichever is in the best interest of the College. Prompt payment discounts will not be considered in bid evaluation. All discounts other than prompt payment are to be included in bid price.

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 bid 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 bid, it shall be deemed unresponsive, unless the Director of Purchasing deems the failure to be non substantial. Such bid bonds or checks will be returned, upon request, to all except the three (3) lowest Bidders within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned, upon request, to all but successful Bidder(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract. All bid bonds will be returned, upon request, to the successful Bidder(s) within forty eight (48) hours after receipt of the performance bond.

BIDDING INSTRUMENTS Bidding instruments include the bid, addenda, terms and conditions, contract terms, and specifications. Bids should be prepared simply and economically, and should provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of the bid. Emphasis should be on completeness and clarity of content. The Bidder will bear any and all costs incurred in the preparation and submission of bids.

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. Bids including 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 Bidder 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 bid solicitation or to reject all bids 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 bid.

COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 The Bidder warrants that both the Bidder and/or any subcontractor of the Bidder 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 Bidder 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 Bidder's or any subcontractor of the Bidder's noncompliance with "IRCA." The Bidder 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 Bidder with "IRCA". The Bidder recognizes that it is the Bidder'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 Bidder 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.

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COMPLIANCE WITH HOWARD COMMUNITY COLLEGE POLICIES While on the College's campus, Bidder 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 Bidder 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 Bidder, 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 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 bid, the Contractor's bid, and Howard Community College General Contractor Agreement form the contract. If any discrepancies exist between the documents, the following order of precedence shall apply: Agreement, Invitation to Bid, then Contractor bid response.

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 bid; 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 bid invitation 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 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 bidder 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 BIDS Sealed bids must be received in the Procurement Office by the date and time specified in the bid in order to be considered. NO LATE BIDS OR PROPOSALS WILL BE ACCEPTED. Late bids will be returned to the Bidder unopened. Bids 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 bids will be accepted only at the Finance Office, RCF 201, Howard Community College, 10901 Little Patuxent Pkwy, Columbia, Maryland 21044.

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

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 Bidder 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. Bidder 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 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 Howard County and the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and 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.

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As provided under Title 23 of the Howard County Code, the College will not indemnify the Contractor. This indemnification provision shall survive the termination or completion of this agreement.

INSPECTION OF PREMISES If a site visit is recommended or required, each Bidder is responsible for visiting the sites prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain precise dimensions of the areas involved. No allowance will be made to the successful Bidder, at a later date for additional work required because of failure to visit the site 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 specified in the bid documents and as will indemnify and hold harmless the College and Howard County 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 Bidder recognizes that the College is subject to the Maryland Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Bidder 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. Bidders 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.

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 Bidder 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 Bidder 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 Bidder and its personnel.

NON-COLLUSION Bidder 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; Bidder 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 of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid 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.

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 Bidder guarantees that the sale and use of the goods offered will not infringe upon any U.S. or foreign patent. Bidder will at Bidder's 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.

PREPARATION OF BID Bids submitted must be hand signed by an authorized agent of the company submitting the bid. Notification of award will be made by "Notice of Intent to Award" and/or purchase order. A Bidder may attach a letter of explanation to the bid for clarification. Bidders 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 Bidder's place of business prior to award of contract to determine Bidder responsibility.

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 Invitation to Bid 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.

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REFERENCES Bidder must provide at least three references from former or current clients who can confirm the Bidder'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 Bidder'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 bids in whole or in part for any reason, including the availability of funding for the project. 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 bid of any Bidder 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 bid. 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 bid 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-bid this contract if it is decided that performance is not within the specifications as set out.

SAMPLES AND CATALOG CUTS If samples are required, Bidder 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 and bear the name of the Bidder. Failure of the Bidder to clearly identify samples as indicated may result in rejection of bid. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. The Sample shall be identical to the item the Bidder proposes to furnish should it be awarded a contract and shall be packaged in the same manner as they will be packaged during the contract term. Samples will not be returned.

SIGNATURE Each bid must show the full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign such contracts. All correspondence concerning the bid and contract, will be mailed or delivered to the address shown on the bid. **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 Bidder 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. Bidder shall be responsible for the payment of any and all applicable taxes resulting from any award and any activities hereunder, including but not limited to any applicable amusement 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 bid, 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

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

WARRANTY Bidder 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 Bidder 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 Bidder's sole expense.

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