



Request for Proposals (RFP)

Dining And Nutrition Management Services

RFP Number: SMC-27-059161

Issue date: October 2, 2026

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace Advantage (eMMA) <https://procurement.maryland.gov> should register on eMMA <https://emma.maryland.gov/>

NOTICE TO OFFERORS

Minority Business Enterprises Are Encouraged to Respond to this Solicitation.

Mbe subcontract goals have been established for this solicitation AS DESCRIBED ON HEREIN.

St Mary's College of Maryland

Key Information Summary Sheet

Request for Proposals	Dining and Nutrition Management Services
Solicitation Number:	SMC-27-059161
RFP Issue Date:	October 2, 2026
RFP Issuing Office:	St. Mary's College of Maryland Procurement Services Dept. 18952 E. Fisher Road St. Mary's City, MD 20686-3001
Procurement Officer:	Darry Green
Email:	dlgreen@smcm.edu
Phone Number:	240-895-4307
Proposals are to be sent to:	Submit on emma.maryland.gov under Solicitation Number SMC-27-0059161 To submit a proposal, offerors must first register on emma.maryland.gov . We recommend registering in advance to become acquainted with the site.
No Bid/Proposal Notice Feedback Form	*If you are not submitting a proposal for this solicitation, please submit a No-bid response via email to Procurement Officer with your reasons why.

Pre-Proposal Conference:	Date October 21, 2026 Time 10:00 AM EST Location: Campus Center 47600 Mill Field Dr, MD 20686 St Mary's City, MD 20686 <i>To pre-register to attend the site visit please contact the Procurement Officer via Email no later than October 19, 2026.</i>
Scheduled Site Visit	Campus Center Great Room (same date, time and address as above)
Questions Due Date and Time:	Date October 30, 2026 Time 5:00 PM EST
Proposal Due (Closing) Date and Time:	December 2, 2026 5:00 PM EST
MBE Subcontracting Goal:	An overall Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) subcontract participation goal of 10% percent of the total contract dollar amount, including all renewal option terms, if any, has been established for this procurement. The overall MBE or DBE subcontract participation goal includes the following subgoals, which have been established for this procurement: _____ % for African-American MBEs; _____ % for Asian-American MBEs; _____ % for Hispanic-American MBEs; and _____ % for Woman-Owned MBEs.
Procurement Method:	A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

Multiple or Alternate Bids:	Multiple or alternate Proposals will not be accepted.
Contract Type:	Cost Reimbursement Plus Fixed Fee
Contract Duration:	5 Year Base Period and 4 Option Periods Base Period: July 1, 2027 through June 30, 2032 Option Period 1: July 1, 2032 through June 30, 2033 Option Period 2: July 1, 2033 through June 30, 2034 Option Period 3: July 1, 2034 through June 30, 2035 Option Period 4: July 1, 2035 through June 30, 2036
Primary Place of Performance:	St. Mary's College of Maryland
SBR Designation:	N/A
Federal Funding:	N/A

TABLE OF CONTENTS – RFP

1	Minimum Qualifications	8
1.1	Offeror Minimum Qualifications.....	8
2	Contractor Requirements: Scope of Work	9
2.1	BACKGROUND	9
2.2	PURPOSE.....	9
2.3	DEMOGRAPHICS.....	10
2.4	DINING FACILITIES.....	10
2.5	HOURS OF OPERATION.....	10
2.6	MEAL PLANS	12
2.7	SCOPE AND DESCRIPTION OF WORK.....	12
2.8	ADDITIONAL REQUIREMENTS	13
2.9	MARKETING	14
2.10	COLLEGE PROVIDE EQUIPMENT/SERVICES.....	14
2.11	OPERATIONAL STANDARDS	15
2.12	FOOD SPECIFICATIONS.....	16
2.13	SANITATION	17
2.14	RESIDENTIAL DINING PROGRAM	19
2.15	CATERING AND SUMMER CONFERENCE SERVICES	22
2.16	MISCELLANEOUS REQUIREMENTS	23
2.17	ANNUAL PLAN.....	24
2.18	RENOVATION, REMODELING AND CAPITAL INVESTMENT.....	25
2.19	VENDING SNACKS AND BEVERAGES SERVICES	25
2.20	FAST FOOD FRANCHISE SERVICES	25
3	Standard Terms and Conditions.....	26
3.1	Contract Initiation Requirements.....	26
3.2	End of Contract Transition	26
3.3	Invoicing.....	26
3.4	Liquidated Damages	27
3.5	Problem Escalation Procedure.....	28
3.6	Purchase Orders.....	29

3.7	Payments by Electronic Funds Transfer	29
3.8	Prompt Payment Policy	29
3.9	Tax Exemption	30
3.10	Conflict of Interest Affidavit and Disclosure	30
3.11	Non-Disclosure Agreement	30
3.12	Maryland Healthy Working Families Act Requirements	30
3.13	The State of Maryland's Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)	31
3.14	Insurance Requirements	31
3.15	Non-Compete Clause Prohibition.....	32
4	Proposal Submission Information and Instructions.....	33
4.1	eMaryland Marketplace Advantage (eMMA)	33
4.2	Electronic Means	33
4.3	Pre-Proposal Conference	33
4.4	Questions	34
4.5	Proposal Due (Closing) Date and Time.....	34
4.6	Economy of Preparation	34
4.7	Public Information Act Notice	34
4.8	Oral Presentation	35
4.9	Duration of Proposals	35
4.10	Revisions to the RFP	35
4.11	Cancellations	35
4.12	Incurred Expenses	36
4.13	Protest/Disputes	36
4.14	Offeror Responsibilities.....	36
4.15	Acceptance of Terms and Conditions.....	36
4.16	Compliance with Laws/Arrearages	36
4.17	Verification of Registration and Tax Payment	37
4.18	False Statements	37
5	Proposal Format.....	38
5.1	Two Part Submission.....	38
5.2	Proposal Delivery and Packaging.....	38

5.3	Volume I - Technical Proposal.....	38
5.4	Volume II – Financial Proposal.....	48
6	Evaluation and Selection Process.....	49
6.1	Evaluation Committee	49
6.2	Technical Proposal Evaluation Criteria.....	49
6.3	Financial Proposal Evaluation Criteria.....	49
6.4	Reciprocal Preference.....	49
6.5	Selection Procedures.....	50
6.6	Documents Required upon Notice of Recommendation for Contract Award RFP Attachments (Table B).....	51
7	RFP Exhibits and Attachments.....	52
7.1	EXHIBITS (Table C).....	52
7.2	Attachments (Table D)	52

1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

The Offeror must document in its Proposal that it satisfies the following Minimum Qualifications:

- A. The Offeror shall have eight (8) years of experience providing dining and nutrition management services in a higher education or commercial campus environment. Required Documentation: The Offeror shall provide with its Proposal two or more references from the past five years that collectively are able to attest to the Offeror's required years of experience in providing similar janitorial services.

- B. The Offeror shall provide with its Proposal a minimum of three customer contract references and this information shall be listed as part of your qualifications response. Each reference shall be from a customer for whom the Bidder has provided goods or services within the most recent past 5 years, you may provide in your own list to include, Company Name, Address, Phone, Email, POC Name, etc.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

2 Contractor Requirements: Scope of Work

2.1 BACKGROUND

St. Mary's College of Maryland (*"the College" or "the State" as a state agency of Maryland as also referenced in this solicitation*), designated as the National Public Honors College, is an independent public institution in the liberal arts tradition. The College promotes scholarship and creativity by challenging our students to achieve academic excellence through classroom activities, experiential learning, and close relationships with the faculty. Founded on the site of Maryland's first capital, the College stands as a living legacy to the ideals of freedom and inclusiveness. Our exquisite residential campus on the serene banks of the St. Mary's River inspires our work, our play, and our commitment to the environment. The College is consistently ranked as one of the top public liberal arts colleges in the nation by *U.S. News & World Report*. The College campus consists of approximately 46 buildings encompassing approximately 1,223,000 gross square feet (679,963 net area sqft) with a student population of approximately 1,666 and staff of approximately 540.

2.2 PURPOSE

The purpose of this contract is to secure a contractor to provide a complete range of Food Services Management services for the college. The contractor shall be responsible for food production, quality control, hiring and management of the food services staff, staff training and development and the financial management of the College's dining services program. The contractor is encouraged to use creativity, innovation and current foodservice trends to recommend menu programs, merchandising and point of sale marketing that shall optimize service, quality and variety for all customers.

The Contractor shall provide food service operations in a manner which, at a minimum, shall meet the following objectives:

2.2.1 Provide an appetizing, appealing and nutritionally sound dining service to students, faculty, staff and guest, while at the same time enhancing the reputation of the institution;

2.2.2 Maintain a wide variety of quality food products at pricing structures that provide a good value to the customer;

2.2.3 Provide a high standard of service and maintain a high level of customer satisfaction with the dining services program;

2.2.4 Maintain a financially responsible and fiscally sound food service program, and maintain adequate accountability and financial reporting to the College;

2.2.5 Maintain at all times a professional appearance and insure professional conduct by all its employees;

2.2.6 Maintain good communications with the College's designated Contract Services Project Manager (CSPM), Marcy McKinney;

2.2.7 Actively and aggressively market the dining program to students, faculty and staff, including the development of a variety of program promotional materials;

2.2.8 Demonstrate environmental and energy awareness and responsibility by minimizing waste in any form;

2.2.9 Maintain all dining facilities and equipment in an attractive appearance and ensuring that all applicable health standards and requirements are met or exceeded;

2.3 DEMOGRAPHICS

Fall 2027 enrollment:

- 1st year 420
- 2nd year 447
- 3rd year 399
- Senior 355
- Non-Degree seeking: 15
- Graduate Students 30

Total Students: 1,666

Approximately 1,178 of full-time students live on campus. (See Attachment No. 1 for Campus Map).

In addition to students, there are approximately 420 full time faculty and staff and approximately 120 part-time employees.

For additional background information please contact the College's Internet site at <http://www.smcm.edu>

2.4 DINING FACILITIES

2.4.1 Great Room Residential Dining Facility: 400 seat, richly finished dining room, featuring cherry paneling, slate floor, mission-style dining furniture and a wood burning fireplace is located in the Campus Center. It offers anytime dining with unlimited access and continuous service.

2.4.2 Solomon's Kitchen: A food service establishment located on the north side of the college campus with a capacity of 80. It provides bar food and is the site for "Grab & Go" food services for breakfast and lunch. Items include bagels, breads, pastries and breakfast sandwiches. The lunch menu includes sandwiches and salads.

2.4.3 Brew'd Awakening A coffee and food service establishment located in the Michael P. O'Brien Athletics and Recreation Center (ARC). It provides Starbucks coffees and bakery items.

2.5 HOURS OF OPERATION

2.5.1 Great Room:

- Approximately 210 days a year for regular service;
- Approximately 14 days for early return students;
- Approximately 7 days for early arrival in January

Hours of Operations: 7:00 a.m. to 8:30 p.m.
Breakfast: 7:00 a.m. to 10:30 a.m.
Continental Breakfast 10:30 a.m. – 11:00 a.m.
Lunch: 11:00 a.m. – 2:00 p.m.
Light Lunch: 2:00 p.m. – 5:00 p.m.
Dinner: 5:00 p.m. – 9:00 p.m.

2.5.2 Solomon's Kitchen

- Approximately 210 days a year for regular service.

Hours of Operations: Late Night Thursday, 4-11pm
Friday & Saturday, 4pm - 2am
Sunday – Closed

2.5.3 Grab & Go (Located in Solomon's Kitchen)

- Approximately 210 days a year.

Hours of Operations: Monday through Friday
7:30 a.m. - 2:00 p.m.

2.5.4 Brew'd Awakening (Starbucks Licensed)

- Approximately 210 days a year.

House of Operation: Monday through Friday 7:30 a.m. – 1:30 p.m.
Select Weekends for special events through calendar year

2.5.5 On Campus Catering Services

- 365 days a year.

Hours of Operation: 7:00 a.m. – Midnight

2.5.6 Summer Conference Great Room Dining Services

- Approximately 84 days a year.

Hours of Operation: 7:00 a.m. – 7:00 p.m.

NOTE: Hours of operations are subject to change. Changes to hours will be made in consultation with the Contractor. The College will endeavor to provide the Contractor with as much advance notice as possible.

2.6 MEAL PLANS

2.6.1 Silver Plan: Unlimited access (anytime dining) to all-you-care-to-eat dining in the Great Room during operation hours seven days a week plus twelve (12) guest meal passes and \$200 in Dining Dollars which may be used in retail venues. Estimated cost: \$6,990.00 annually.

2.6.2 Gold Plan: Same privileges as the Silver plan plus forty (40) guest meal passes and \$300 in Dining Dollars. Estimated cost: \$7,275.00 annually.

2.6.3 Platinum Plan: Same privileges as the Silver plan plus sixty-four (64) guest meal passes and \$800 in Dining Dollars. Estimated cost: \$6,215.00 annually.

2.6.4 250 Meal Credit: 250 meals and \$600 in dining dollars. Estimated cost: \$4,810.00 annually.

2.6.5 150 Meal Credit: 150 meals and \$400 in dining dollars. Estimated cost: \$3,560.00 annually.

2.6.6 Flex Plan: 20 meals and \$800 in dining dollars. Estimated cost: \$1,510.00 annually.

NOTE: The 250, 150 and Flex Meal Plans are available to students living in on-campus townhouses and apartments and commuter students.

All students living on campus (excluding students living in townhouses and apartments) are required to purchase the Silver Plan, but may voluntarily buy up to the Gold and/or Platinum Plans.

2.7 SCOPE AND DESCRIPTION OF WORK

Contractor shall provide all management, personnel, food products, supplies, equipment, materials, technical support, training and systems necessary for the management of the food services operations for St. Mary's College of Maryland. At a minimum, the Contractor shall provide the following:

- 2.7.1** An "All-You-Care-to-Eat" or takeout Meal Plan Dining Program in the Great Room.
- 2.7.2** Retail Food Operations, as follows:
- 2.7.3** Great Room
- 2.7.4** Solomon's Kitchen
- 2.7.5** Grab & Go
- 2.7.6** Brew'd Awakening
- 2.7.7** On and off campus Catering Services.
- 2.7.8** Summer Conference Food Services;
- 2.7.9** Additional locations as required/added.
- 2.7.10** OASIS Station: Dedicated area for guests with dietary needs and food allergies

Contractor shall be required to provide food services under emergency and/or unpredictable circumstances such as breakdown of equipment, fire, inclement weather, power failure, etc., provided that such service does not unduly endanger Contractor's employees, it being understood that food service provided under such circumstances may be limited in nature.

2.8 ADDITIONAL REQUIREMENTS

Contractor shall provide, at a minimum, the following:

2.8.1 On-going Staff Training and Development;

2.8.2 Employee Supervision;

2.8.3 Technical and Operational Support;

2.8.4 Quality Control Program;

2.8.5 Contractor shall participate in the College's recycling and sustainability programs. (The College will be responsible for provision and removal of appropriate containers and for provision of procedural instructions).

2.8.6 Contractor shall maintain first aid equipment and supplies in all production and service areas;

2.8.7 Contractor shall be responsible for scheduling of maintenance and/or replacement of all non-consumable and capital equipment, upon review and approval of the CSPM;

2.8.8 Contractor shall be responsible for the ongoing replacement of Smallwares on an as needed basis, as a budgeted cost of operations;

2.8.9 Contractor shall be responsible for its own office equipment;

2.8.10 Contractor shall be responsible for the transportation needs of management staff;

2.8.11 Contractor shall be responsible for clerical support of its management staff;

2.8.12 Contractor shall provide regular accounting reports to the College showing the status of the program and the basis for Contractor compensation. The College reserves the right to audit the Contractor's books and records at any time, with forty-eight (48) hour notice;

2.8.13 When on duty, all Contractor personnel shall be in uniform displaying name badges identifying them as Contractor employees;

2.8.14 Contractor shall be responsible for, as a budgeted cost of operations, the provision of a truck(s) or van(s) with driver for use in providing food services to the campus. The Contractor shall be responsible for gas, oil, repairs, maintenance and insurance as required by the State of Maryland. The Contractor shall refrain at all times from driving on sidewalks and grass, parking in front of dumpsters or in handicapped spaces.

2.9 MARKETING

2.9.1 The Contractor shall be responsible for developing a proactive annual Marketing plan to promote the dining services, catering and summer conference programs to students, faculty, staff and guests of the campus. Final plan shall require the approval of the CSPM prior to implementation.

2.9.2 Contractor shall be responsible, on an annual basis, for the development and production of the following printed materials to promote the dining services program. Services shall include, but not be limited to, service policies and procedures and hour of operations with the following menus:

- Residential Dining Program Menus;
- Retail Cash Operations Menus;
- Catering Menus;
- Summer Conference Menus;
- Promotional Brochure describing the Residential Dining Program and Meal Plan Options;
- Brochure to publicize and describe the campus food service program for commuter students, faculty and staff. This brochure shall contain a sign-up section for subscribers;
- Promotional brochure to promote Catering and Summer Conference business.

2.9.3 The Contractor shall work closely with the College in developing these marketing materials in order to ensure that it is a quality product that meets the needs of the College.

2.9.4 The Contractor shall provide residential dining and retail dining menus to the College in an electronic format suitable for posting to the College's internet site.

2.10 COLLEGE PROVIDE EQUIPMENT/SERVICES

2.10.1 The College will provide the following necessary utilities and services: electricity, gas, heat, air conditioning, hot and cold running water, ventilation, pest control and trash/waste disposal. Established College procedures and contracts are in place for recycling efforts. The Contractor shall comply with these procedures and coordinate recycling efforts with the appropriate College office.

2.10.2 The College will provide all illumination of the food service areas, including the replacement of light bulbs in all fixtures requiring re-lamping.

2.10.3 Capital Equipment: Except where specifically noted otherwise in this solicitation, the College will provide and make available to the Contractor all furniture, fixtures and equipment (FF&E) currently associated with the food service premises. The Contractor shall provide, at the Contractors expense, all office equipment required to successfully conduct their required services, including office computer equipment. See Attachment No.2 for the most current inventory of College owned capital equipment.

2.10.4 Smallware: The College will provide and make available to the Contractor all smallwares, including kitchen utensils, china, glass, silverware, service pieces, linens and table decorations associated with the Dining Services program owned at the time of the commencement of this contract. The Contractor shall be responsible for keeping all smallwares in good repair and condition, and protect it against loss, pilferage or destruction. Contractor shall be responsible for maintaining adequate smallwares stocks and

for purchasing replacement smallwares as a budgeted cost of operations on an as needed basis, subject to the Colleges approval in the Annual Plan. A complete list of the starting inventory will be furnished to the vendor by the College at the time of contract initiation and shall become part of this contract.

2.11 OPERATIONAL STANDARDS

2.11.1 Retail food prices and Meal Plan and Retail Food portions shall be set by the Contractor subject to the approval of the College. Contractor shall not alter retail prices once approved by CSPM and shall justify that proposed price increases are the result of legitimately escalating costs of doing business. Contractor may request a pricing adjustment after the first year of the contract by submitting appropriate documentation in the form of wage levels, food cost, related operating cost and changing program requirements. Price changes shall be negotiated in good faith between the Contractor and the CSPM. It is the responsibility of the Contractor to propose all price adjustments to the CSPM no later than December 31st. of the then current year for the subsequent school year. Acceptance of the price increase shall be at the sole option of the College.

2.11.2 Procedures for cash collection and meal counts shall be established by the College and the Contractor in compliance with SMCM requirements.

2.11.3 Contractor shall maintain and regularly revise standard recipes at the request of the College in order to better respond to consumer demand. A complete standard recipe file shall be located on-site in the Contractor's office.

2.11.4 Contractor shall attend regularly scheduled meetings with the College's Food Committee and the CSPM in order to evaluate and obtain input into the Food Service program.

2.11.5 Contractor shall provide a work environment that encourages the hiring and retention of student labor where appropriate, and shall list all such opportunities with the Colleges Career Development office.

2.11.6 The foodservice Contractor's staff may be perceived by the students and guests as representatives of the College. The College is concerned about its public image and reputation. For this reason, the Contractor shall be required to receive the prior approval of the College for the hiring of management personnel. Approval shall not be unreasonably withheld by the College. Further, in the event of problems with any front-line Contractor's staff who work in customer areas and/or has customer contact, upon request, Contractor will remove the staff person(s) from the respective location. The basis of removal shall not be in violation of any applicable local, state or federal law, rule or regulation.

All food services areas, catering and other services covered under the Contract are services that are an integral and important part of the student, faculty, staff and visitor experience. The College is concerned about its public image and reputation. The Contractor is expected to maintain superior customer service standards at all times.

2.12 FOOD SPECIFICATIONS

The Contractor shall be required to use the following specifications as minimums in the preparation of all food prepared under this contract:

2.12.1 Beef and veal shall be USDA grade choice; pork, lamb and poultry shall be USDA grade A (#1). All ground beef shall have no more than 22% fat content;

2.12.2 Frozen food shall be USDA grade A;

2.12.3 Fresh produce shall be No. 1 quality, USDA grade A;

2.12.4 Canned food shall be Fancy or Choice quality. All canned fruits shall be water or light syrup packed. Mayonnaise shall be Best Foods or equivalent extra-heavy whole-egg mayonnaise. Tuna shall be solid white and water packed;

2.12.5 Cheeses shall be all-natural non-processed cheeses such as cheddar, Swiss, mozzarella, Monterey Jack, etc. For cooking purposes, processed cheeses may be used for some items as approved by the College;

2.12.6 All salad dressings, sauces and soups shall be prepared on premises using quality ingredients, or shall be of equal quality in flavor, texture and ingredients, if purchased. All sauces shall be roux based and not thickened with corn starch. Heavy manufacturer's cream or half and half shall be used in cream sauces and cream-based soups. The base for soups and sauces shall provide flavoring similar to stock pot bases and have as low a sodium content as possible. All dressings, sauces and soups shall be produced individually and not be canned or pre-prepared product, except as approved by the College;

2.12.7 Imitation or artificial based food items may be used in addition to, but not as a substitute for real food products. Such items include, but are not limited to imitation sour cream, artificial sweetener, non-dairy creamers, non-dairy toppings, etc.;

2.12.8 Scratch baking is to be used in all cases, with the exception of sliced breads. Any deviation from this standard shall receive prior approval from the College. All recipes calling for chocolate shall require real chocolate or chocolate chips rather than imitation products. Fresh/frozen produce shall be utilized when fruits and vegetables are called for in the baking process;

2.12.9 The variety of standard sliced breads used on a daily basis either as part of breakfast, a main entrée or in the sandwich line shall be (at a minimum) white, whole wheat, rye, sourdough, French, raisin and oat. Bagels, croissants and pastries shall be scratch prepared or purchased from a College approved bakery company or its supplier;

2.12.10 All processed luncheon meats shall be a quality meat product;

2.12.11 All other food products shall be of comparable quality to the above-referenced specifications. No fillers or soy additives may be used in any purchased or prepared food products except where specifically stated or approved by the College;

2.12.12 All food items shall be prepared following standard industry nutritional guidelines;

2.12.13 Portion control guidelines: In general, all extended meat or casserole entrees shall contain 12-15 lbs. of meat per 100 portions. Additionally, a 2-inch line pan shall yield no more than 24 portions. Solid meat portions shall be 3 ½ to 4 ounces or cooked solid protein shall be 3 to 4 ounces and starch/vegetables shall be 1 cup per serving size. Fish entrees shall be 4-5 ounces per portion. Chicken entrees shall be prepared from 2 – 2-1/2-pound birds cut into 9 portions and served 2 pieces per person. On occasions such as barbecues and theme meals, portion size shall be increased to chicken quarters and served 1 per person.

2.12.14 Contractor shall be responsive to special dietary needs of resident students and shall provide meals without gluten ingredients, vegetarian, vegan and nut-free food options at all meals.

2.12.15 A Certified Local Farm and Fish Program participation goal of 20 percent of the total contract dollar amount has been established for this food procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the total dollar amount of the contract for food procurement will be performed by a certified local farm or a certified Chesapeake invasive species provider, as those terms are defined by MD Code, State Finance and Procurement, § 14-701. Furthermore, in accordance with COMAR 15.01.19.10, the bidder or offer agrees to provide all information and data necessary for the procuring agency to satisfy its reporting requirements to the Office for the Certified Local Farm and Fish Program.

2.13 SANITATION

2.13.1 The Contractor shall comply with all health and safety codes that apply to contracts for services similar to those being provided hereunder, as well as with all sanitation requirements prescribed by the College's Environmental Health and Safety Coordinator in connection with performance of the work.

2.13.2 To the extent permitted by law, the Contractor agrees that it shall immediately notify the College of all cases of communicable diseases, skin infections or food poisoning contracted by its employees or by patrons of the facilities. The Contractor shall promptly report the details of any such case, the action it has taken to remedy the case, as well as the action it has taken to prevent recurrence.

2.13.3 The Contractor shall comply with all applicable state, federal and local fire, police, safety and health laws, ordinances, rules and regulations. The Contractor shall train its employees to follow established procedures concerning fire and other emergencies. Contractor employees shall be trained in the use of fire extinguishers to abate fires occurring within Contractor managed areas.

2.13.4 The Contractor shall immediately notify the College of any fire, accident or safety hazard that occurs at any facility under Contractor's control. The Contractor shall take reasonable measures to remedy any condition in any facility that is unsafe, unhealthy or dangerous.

2.13.5 The Contractor shall comply with all Hazard Analysis & Critical Control Points (HACCP) procedures as required to be submitted as a part of proposal response.

2.13.6 Contractor shall be responsible for all custodial and sanitation services of all food service/storage areas, dining, serving, eating, dishwashing areas and hallways within the area known as the Great Room, Solomon's Kitchen, and the Brew'd Awakening, with the exception of mechanical and

electrical rooms. Included in this list is the loading/receiving area of the Campus Center. These duties shall include cleaning and sanitizing of the kitchen/server areas, wiping and cleaning of the dining area tables/floors during and at the end of each serving period. Contractor shall adhere strictly to all pure food and drug regulations, health laws, ordinances and regulations as promulgated by the State of Maryland and St. Mary's County and agencies having authority there under, and shall indemnify and hold the College, its employees, and agents harmless from all claims arising from Contractor's failure to adhere to such laws, rules and regulations. Housekeeping and sanitation programs must meet the highest standards of cleanliness.

2.13.7 Contractor shall be responsible for gathering and disposing of trash and garbage generated in the provision of food services operations to College provided appropriate storage containers. The College shall remove all trash and garbage so gathered and containerized by the Contractor. The cleaning of sanitation areas around the trash containers is the responsibility of the Contractor.

2.13.8 Non-carpeted floors shall be cleaned daily by scrubber or mopping. There shall be no grease, spills, cardboard boxes, towels or other debris lying on the floor at any time. Appropriate warning signage shall be used when required.

2.13.9 Walls (up to 6 feet), interior windows, fan blades, vents and ducts (below ceiling level) shall be kept clean and free from grease.

2.13.10 Dining facility tables and chairs shall be spot-cleaned throughout all meal times. Dish room conveyer system (both the work area side and the customer drop off side) shall be cleaned frequently during each meal time.

2.13.11 Contractor shall provide cleaning/sanitizing of carpeted areas as required. Spills shall be cleaned immediately to prevent permanent carpet or tile damage.

2.13.12 Contractor shall be responsible for daily cleaning of the kitchen staff washroom located within the food service residential dining and retail cash operations area of the Great Room.

2.13.13 The College shall provide a five-day period between each semester in which the dining facilities may be closed to operations. Contractor shall perform a deep cleaning and sanitization of all areas listed in section 2.5 above.

2.13.14 Contractor shall develop quality sanitation standards and all employees shall be trained and instructed in sanitation standards and cleaning procedures and personal habits and hygiene.

2.13.15 Contractor shall be responsible for all laundry, linen and uniform service costs related to any aspect of this contract as a budgeted cost of operations.

2.13.16 The State of Maryland's Commitment to Purchasing Environmentally Preferred Products and Services (EPPs) Maryland's State Finance & Procurement Article §14-410 defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose." Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

2.14 RESIDENTIAL DINING PROGRAM

2.14.1 Meals in the residential dining facility shall be served with unlimited seconds on all items. Exceptions may be made for premium items or special events that have been mutually agreed upon in advance. Premium entrees are defined as regularly scheduled events, usually dinners and the occasional lunches, at which either a larger than usual portion is served or a main entrée of higher quality is provided, such as steak.

2.14.2 The residential dining facility serving concept shall be such that the student consumer shall be able to make individual item selections from the various menu options available. Dining patrons are expected to bus soiled dishes at each meal. The Contractor is responsible for instructing new students regarding this issue and also for removing any items left on the tables.

2.14.3 All cycle menus shall be prepared in accordance with the nutritional standards of the American Dietetic Association. At least six (6) weeks prior to the start of a semester, the Contractor shall submit a five (5) week cycle menu to the College for approval. Each menu shall show the degree of variety that shall be offered for each product category at each meal. Menus, including weekend menus, shall not consist of leftovers. Reasonable College requests in regards thereto shall be met; and approved menus shall be altered only by mutual consent of the College and the Contractor. A College representative shall be part of the menu planning process. Menus shall be designed with palatability, nutrition, eye appeal, popularity, color and texture in mind.

2.14.4 Each meal shall include a sufficient number and variety of low calorie, gluten-free, low fat and low cholesterol foods and a sufficient number and variety of vegetarian/vegan foods so that individuals can easily maintain a low fat/low cholesterol, gluten-free and/or vegetarian/vegan diets without requesting special foods or preparation. All low fat and low cholesterol, gluten-free and vegetarian/vegan foods shall be marked on printed menus and at their serving locations. Information shall include caloric content and nutritional information per serving.

2.14.5 Contractor shall ensure that company furnished recipes are revised as necessary to meet the requirements of St. Mary's College. During the initial year of the contract for each recipe/product and thereafter for each new recipe/product, customer feedback shall be systematically solicited and product/recipe adjustments made. The CSPM shall receive the results of recipe/product testing and shall determine if adjustments are needed.

2.14.6 Contractor shall make every possible effort to reduce and control fat and grease content. Low fat and low cholesterol products are to be used whenever possible providing they meet quality standards.

2.14.7 The Contractor, by working with authorized staff and a student advisory committee, shall arrange to provide a variety of programs and special meals for students. These shall range from holiday dinners to special "theme" meals complete with decorations and music suitable to the occasion. These shall occur monthly during the academic calendar. These meals shall be promoted to encourage maximum student participation. Theme meals shall not be substituted for premium entrée nights. Additionally, special dessert options should be available on a regularly scheduled basis (i.e. – "build your own sundaes",

etc.). Other ideas might include “tasting tables” where students judge recipes for possible inclusion into the food service program and informal evening “rap” sessions to discuss nutritional topics.

2.14.8 Groups of boarding students may request food for a cookout or College sponsored event in lieu of a regular boarding meal under certain conditions. The CSPM, or designee, shall provide specific approval in these instances. The Contractor shall be responsible for advising the students involved of the necessary sanitary precautions, both when the request is made and when the food is picked up.

2.14.9 Contractor shall provide any medically required special diets for resident dining patrons when prescribed and approved in writing by a medical doctor and/or the College.

2.14.10 Contractor shall provide a Nutrition Awareness Program (NAP) that encourages an understanding of nutritional needs, a commitment to the lifelong maintenance of good health and an awareness of ecological, political and special food issues. Food included in the NAP shall be prepared with less sugar, salt, fat, chemical additives and shall contain more roughage and vegetarian/vegan entrees. As part of NAP, the Contractor shall be expected to provide the following:

- Nutrition cards that give the nutritional breakdown of all entrees and other portion-controlled food selections served during the academic year;
- Calorie cards for all standard items served daily, with the number of calories per serving;
- Nutrition information boards in each serving area;
- Daily posting of recipes for each entrée served;
- Nutrition information through charts, posters, table tents and other visual aids to be rotated monthly throughout the academic year;
- Assistance to the College Health Center representative in establishing programs and counseling on nutrition;

2.14.11 Contractor shall provide staff in the dining room throughout each meal period to ensure that a trained representative, visible to and recognizable by the student consumer, is able and willing to resolve problems and answer questions.

2.14.12 The following is the current daily minimum menu for the Residential Dining Program:

2.14.12.1 BREAKFAST: Choice of at least two natural juices, one of which shall be orange juice; choice of 10 cold cereals, choice of one hot cereal (three varieties weekly); four fresh seasonal fruits; low fat cottage cheese; low fat plain and flavored yogurt; fresh eggs (any style) cooked to order; hot cakes or French toast alternated daily; waffles (with toppings); one daily breakfast meat alternated daily; fresh hash browns or home fries; a variety of at least five breads; fresh bagels; a selection of pastries including either fresh cinnamon rolls or fresh muffins; fresh donuts to include a mixture of cake and two other type of donuts.

Choice of beverages to include: milk (whole white, 2% low-fat white, chocolate), lactose-free alternative; five types of soda (two regular, one decaffeinated, two diet); three types of punch; coffee (regular and decaffeinated); tea (regular and a variety of herbal teas); iced tea; hot chocolate. Other items to be included are: soft whipped butter and margarine; honey; homemade salsa; jelly and jam; soft whipped cream cheese; raisins; one canned fruit alternated daily; peanut butter (creamy and extra crunchy); bran; wheat germ; lemon slices; two hot syrups; catsup; powdered sugar; coffee creamer; sugar; cinnamon.

2.14.12.2 BRUNCH: Brunch shall be the same as breakfast, plus: daily fresh croissants; a sandwich/deli bar; specialty salads; grille station; one hot regular entrée; two hot fresh vegetable; one Nutritional Awareness Program meal; two soups; three crackers; complete salad bar as per lunch specification; two baked desserts; fresh cookies; at least four (4) flavors of ice cream and frozen yogurt with toppings; mayonnaise, pickle relish, mustard, catsup and other condiments.

2.14.12.3 LUNCH Two homemade soups; three crackers; cold cereals (same as breakfast); two hot entrees, one of which must be vegetarian/vegan; two grille items (rotated daily); French fries or other fried potato; one specialty/ethnic food bar; one self-service food bar (pasta, tacos, potato, etc.); two hot vegetables; sandwich/deli bar; condiment station (sliced tomatoes, sliced onions; leaf lettuce; shredded cheddar cheese, sweet and dill pickle chips); five brands of sliced breads; a variety of fresh muffins and seasonal fresh fruits; frozen yogurt and at least four (4) flavors of ice cream with toppings and cups/cones; three baked desserts, one of which may be fresh baked cookies.

Fresh tossed green salad bar with a daily rotation of at least sixteen salad toppings (ten of which shall be fresh); additional daily items to include sunflower seeds, croutons, raisins, hard boiled eggs, shredded non-processed cheddar cheese, homemade salsa, tofu and bacon bits; three homemade production salads; eight homemade (or approved commercial brand) dressings, three of which shall be low calorie dietetic; oil and vinegar; low-fat cottage cheese; low-fat plain and flavored yogurt; one canned fruit (rotated daily); bran; wheat germ.

Choice of beverages to include: mild (whole white, 2% low-fat white, chocolate), lactose-free alternative; two natural juices; five types of soda (two regular, one decaffeinated, tow diet); three types of punch; coffee (regular and decaffeinated); tea (regular and a variety of herbal bags); iced tea; hot chocolate. Other items to be included are: soft whipped butter and margarine; honey; homemade salsa; jelly and jam; soft whipped cream cheese; raisins; one canned fruit alternated daily; peanut butter (creamy and extra crunchy); bran; wheat germ; lemon slices; mayonnaise; pickle relish; mustard, catsup; Jell-O with or without fruit; coffee creamer; sugar.

2.14.12.4 DINNER Two homemade soups; three crackers; cold cereals (same as breakfast); three hot entrees, one of which must be vegetarian/vegan, and one of which must conform to the standards of the College's Nutritional Awareness Program; one or two grille item(s) (rotated daily); French fries or other fried potato; one specialty/ethnic food bar, either served or self-service (pasta, tacos, potato, etc.); two hot vegetables; sandwich/deli bar; condiment station (sliced tomatoes, sliced onions; leaf lettuce; shredded cheddar cheese, sweet and dill pickle chips); five brands of sliced breads; a variety of fresh muffins and seasonal fresh fruits; frozen yogurt and at least four (4) flavors of ice cream with toppings and cup/cones; three baked desserts, one of which may be fresh baked cookies.

Fresh tossed green salad bar with a daily rotation of at least sixteen salad toppings (ten of which shall be fresh); additional daily items to include sunflower seeds, croutons, raisins, hard boiled eggs, shredded non-processed cheddar cheese, homemade salsa, tofu and bacon bits; three homemade production salads; eight homemade (or approved commercial brand) dressings, three of which shall be low calorie dietetic; oil and

vinegar; low-fat cottage cheese; low-fat plain and flavored yogurt; one canned fruit (rotated daily); bran; wheat germ.

Choice of beverages to include: milk (whole white, 2% low-fat white, chocolate), lactose-free alternative; two natural juices; five types of soda (two regular, one decaffeinated, two diet); three types of punch; coffee (regular and decaffeinated); tea (regular and a variety of herbal bags); iced tea; hot chocolate. Other items to be included are: soft whipped butter and margarine; honey; homemade salsa; jelly and jam; soft whipped cream cheese; raisins; one canned fruit alternated daily; peanut butter (creamy and extra crunchy); bran; wheat germ; lemon slices; mayonnaise; pickle relish; mustard, catsup; Jell-O with or without fruit; coffee creamer; sugar.

This program is subject to change throughout the life of the contract.

2.15 CATERING AND SUMMER CONFERENCE SERVICES

2.15.1 Catering services must meet the needs of a large constituency of users from the most simple and inexpensive to fancy, intricate and elaborate. Contractor shall provide an extensive Catering menu as well as a Summer Conference menu, encompassing breakfast, lunch, dinner, beverage/snack breaks and receptions and offering a wide variety of price ranges. Proposed menus shall be submitted by the Contractor to the CSPM for approval. The Contractor shall be sensitive to the differing needs of various campus constituencies and shall insure that three catering categories shall be generally available; College sponsored programs, summer conference programs and Student sponsored program options. The Contractor shall not alter approved menus without obtaining further approval from the CSPM and other College representatives as needed. In conjunction with submission of menus for College approval, the Contractor shall provide detailed food component information for review, including product grade, quality, purchase unit, weight, ingredients, etc. SMCM shall retain the right to approve all specifications for food components.

2.15.2 The Contractor shall develop and furnish a complete Catering and Summer Conference program that is consistent with the image that the College projects to its internal and external publics. All Catering and Summer Conference events shall be conducted in a first-class, professional manner with regard to creativity, presentation, quality of food and service. The following minimum level requirements shall be minimum requirements of the program:

2.15.2.1 A properly trained and experienced catering manager, possessing the necessary professional and personal skills shall be assigned to the campus by the Contractor. SMCM shall have final approval of the selected Catering Manager.

2.15.2.2 The Contractor shall be responsible for the proper training of any employee assigned to catering events.

2.15.2.3 College catering events may occur at many different locations on campus and occasionally at off-campus sites (generally within a ten-mile radius of the campus). The Contractor's Catering Manager shall be required to work closely with the College's Conference Coordinator in order to ensure the highest quality of service, regardless of the location of the catered event.

2.15.2.4 Catering income and expenses shall be accounted for separately from all other campus accounts.

2.15.2.5 The serving of alcoholic beverages at on-campus catered events shall comply with College regulations and all applicable state and local laws.

2.15.3 Catering program shall be flexible enough to provide serving sizes and service options that shall accommodate limited college budgets. Catering program shall be priced competitively for the local market.

2.15.4 Contractor shall be expected to actively develop food proposals for clients that are referred by the College's Director of Conferences.

2.15.5 As part of the Annual Plan the Catering Manager shall develop a marketing plan. This plan shall detail plans for marketing to the College community and student organizations. Additionally, there shall be significant emphasis on targeting potential outside clients who are considering SMCM as a conference site. Care must be taken however, to restrict the use of the Great Room when students are in residence.

2.15.6 China, glassware and flatware shall be the standard for catering services. Recognizing SMCM customer concerns for economical service, paper and plastic shall be allowed upon request of the event coordinator. The Contractor shall specify a standard pricing pattern for china and for paper/plastic. The College shall provide, and the Contractor shall, as a budgeted cost of operations, maintain the complete inventory of china, flatware, serving trays, serving and preparation utensils and equipment. The contractor shall be solely responsible for securing the equipment promptly at the closing of an event. When not available from the College's standard catering equipment inventory, the Contractor shall supply or rent specialized catering equipment.

2.16 MISCELLANEOUS REQUIREMENTS

2.16.1 Box Meal Program: The Contractor shall provide properly balanced, nutritional box meals to meal plan holders who have class or employment conflicts with the regularly scheduled meal times, providing that said sack box meal is requested at least 12 hours prior to pick up. The College shall allow all costs associated with provision of this service to be expensed as a cost of operations.

2.16.2 Liquor Service: Contractor is responsible for all licensing that may be required for its catering services and a Maryland Statewide Caterer's (SCAT) License that shall allow it to provide liquor at catered events.

2.16.3 Contractor shall be required to utilize the existing campus-wide CBORD "One-Card" and any provided upgraded software to allow for meal plan flexibility and expanded reporting capabilities.

2.16.4 In connection with the services being provided hereunder, the Contractor may need to operate certain information technology systems not owned by the College ("Non-College System"), which may need to interface with or connect to the College's networks or information technology systems ("College System"). Contractor shall be responsible for all Non-College Systems, and the College shall be solely responsible for College Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If the Contractor serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then the Contractor shall be responsible for complying with all applicable laws, regulations and payment card industry data

security standards related to the protection of cardholder data (“Data Protection Rules”). If Non-College Systems interface with or connect to College Systems, then the College agrees to implement forthwith data security standards related to the protection of cardholder data (“Data Protection Rules”). If Non-College Systems interface with or connect to College Systems, then the College agrees to implement forthwith upon request from the Contractor, at its own expenses, the changes to the College System that the Contractor reasonably requests and believes are necessary or prudent to ensure the Contractor’s compliance with the Data Protection Rules. The College will promptly provide the Contractor with written notice of any change to its policies pertaining to College Systems, or change in configuration of College Systems, in order that the Contractor may assess the impact of such changes upon the security on Non-College Systems. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable lawyer’s fees) to the extent caused by the indemnifying party’s failure to comply with its obligations in this section to the extent allowed by applicable Maryland law.

2.16.5 Rebates: In connection with Services provided hereunder, the Contractor shall purchase inventory, equipment and services from various sellers and vendors selected by the Contractor at its sole discretion (each a “Vendor”). Purchases from Vendors shall be made under such terms the Contractor deems in its sole discretion as acceptable (“Vendor Term”). All Vendor Terms are the exclusive obligation and property of the contractor. The College does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of the College’s present and future liabilities, obligations or payment and performance, or indebtedness.

2.17 ANNUAL PLAN

On or before December 31 of each calendar year, the Contractor shall submit to the CSPM, an Annual Plan for the next academic year. The plans shall, at a minimum, address the items listed below. Items .1, .2, .3 and .4 shall take into consideration both formal and informal consultation that will have been held with the CSPM throughout the year.

- 2.17.1** Menus;
- 2.17.2** Retail Pricing Structures;
- 2.17.3** Proposed Hours of Operation;
- 2.17.4** Proposed Meal Plan Program;
- 2.17.5** Detailed Marketing Plan;
- 2.17.6** Line Item Budgets for all Operation Cost;
- 2.17.7** Pro Forma Financial Projections by Month and Year for Labor, Food and Mgmt. Fees;
- 2.17.8** Smallwares Expenditures Budget;
- 2.17.9** Proposed Capital Expenditures and FF&E Budget;

The plan shall be based on identified goals and objectives as established and provided by the CSPM. These stated goals and objectives shall be utilized by the College as the basis for structuring potential Incentive fee to the Contractor.

The College shall have the right to make any changes to the plan or refuse to expend any money suggested by the Annual Plan. Once the plan is approved by both the College and the Contractor, the Contractor shall be responsible for complying with the plan, and shall not substantially deviate from the plan without the express written consent of the College, except where such deviation is due to, and is in direct proportion to an increase in business in excess of the pro forma operation statement. At the close of each fiscal quarter,

or more frequently if deemed necessary, the Contractor and the CSPM shall meet to review operation results for the fiscal year to date, as well as operating plans for the balance of the fiscal year. It is understood that the financial aspects of the Annual Plan are estimates only and actual results may vary.

2.18 RENOVATION, REMODELING AND CAPITAL INVESTMENT

Various areas, elements and equipment associated with the College's food services operations are in need of updating, replacement and renovation. The College anticipates receiving proposals that include a contractor-funded capital investment amount for a minimum of \$350,000 for such purposes; and this investment shall be provided without any reimbursement by the College. The College's ideas regarding improvements, upgrading and renovations will be provided to the successful Offeror upon award of contract.

2.18.1 In addition to the College's proposed improvements, the Contractor may include in its proposal, recommendations for renovations, equipment replacements, facility enhancements, or other improvements to be funded up to and in addition to the minimum \$350,000 capital investment

2.18.2 The determination of which areas, elements, equipment, and other improvements will be approved for upgrade, replacement, or renovation shall be made by the College at the time of contract award

2.18.3 Upon completion or installation, all renovations, alterations, physical improvements, furniture, fixtures, and equipment funded through the Contractor's capital investment shall become the property of the College without additional cost to the College

2.18.4 In the event of contract termination by the College for any reason other than the Contractor's material breach of the Contract, the College may reimburse the Contractor for the adjusted value of capital assets funded by the Contractor. Any such reimbursement shall be at the sole discretion of the College.

2.19 VENDING SNACKS AND BEVERAGES SERVICES

The College's preference is to combine the current Vending Food and Beverages Services under this dining services contract. The full Vending Snack Foods and Beverages Services SOW is provided under separate attachment entitled, **ATTACHMENT A – SNACK FOOD & BEVERAGES VENDING SERVICES SOW**.

2.20 FAST FOOD FRANCHISE SERVICES

The College welcomes additional alternative proposal options to partner with popular licensed franchise coffee cafes and quick serve restaurants such as Starbucks, Chick-fil-A, Taco Bell or one similar category brand.

3 Standard Terms and Conditions

3.1 Contract Initiation Requirements

Once all approvals have been obtained and the Contract is fully executed, the Procurement Officer may schedule a kickoff meeting to be held prior to commencement of Contract performance.

3.2 End of Contract Transition

The Contractor shall cooperate in the orderly transition of services from it to a subsequent contractor at the end of the contract term or upon receipt of a Notice of Termination from the State. Transition shall be provided in a prompt and timely manner and shall proceed in accordance with the schedule provided to the Contractor by the State in the Notice of Transition. Additional instructions regarding transition services may be provided in the event of a Notice of Termination issued by the State.

3.3 Invoicing

Submission of an invoice constitutes the Contractor's verification that the information in the invoice is accurate as of the time of submission.

An invoice not satisfying the requirements of a Proper Invoice (as defined in COMAR 21.06.09) will not be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:

- A. Contractor name and address;
- B. Remittance address;
- C. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
- D. Invoice period (i.e. time period during which services covered by invoice were performed);
- E. Invoice date;
- F. Invoice number;
- G. State assigned Contract number;
- H. State assigned (Blanket) Purchase Order number(s);
- I. Goods or services provided;
- J. Amount due; and
- K. Any additional documentation required by regulation or the Contract.

Invoices that contain both fixed price and labor hour or time and material items shall clearly identify each item as either fixed price, and labor hour, or time and material billing.

The State reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide all required deliverables within the time frame specified in the Contract or otherwise fails to satisfy the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.

Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.3.1 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

- A. For items of work for which there is one-time pricing (see **Attachment B –Financials Cost and Price Instructions**), those items shall be billed in the month following the acceptance of the work by the State.
- B. For Items of work for which there is annual pricing (see **Attachment B– Financials Cost and Price Instructions**), those items shall be billed in equal monthly installments for the applicable Contract year in the month following the performance of the services or
- C. Invoices for work performed on a labor hour or time and materials basis shall be submitted on or before the 10th business day of the month following the end of the invoice period.
- D. Invoices for deliverables shall be submitted upon completion and acceptance of the deliverables as defined in **Section 2 of the RFP**.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

The Contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur economic damages and losses, including, but not limited to, loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and pertinent MBE Contract provision. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue because of such lack of compliance are difficult or impossible to ascertain with precision and that liquidated damages represent a fair, reasonable, and appropriate estimation of damages.

3.4.1.1 Upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or pertinent MBE Contract provisions and without the State being required to present any evidence of the amount or character of actual damages sustained, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. The Contractor expressly agrees that the State may withhold payment on any invoices as an offset against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed-upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of each violation.

3.4.1.1 Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B(3): **\$22.71** per day until the monthly report is submitted as required.

3.4.1.2 Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B(4): **\$22.71** per week per MBE subcontractor.

3.4.1.3 Failure to comply with COMAR 21.11.03.12 in terminating, canceling or changing the scope or work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on

the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm of the Contract.

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

3.4.1.5 Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: **\$54.82** per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and to exercise any and all other rights or remedies which may be available under the Contract, or which otherwise may be available at law or in equity.

3.4.2 Liquidated Damages other than MBE

Liquidated damages other than MBE if so provided shall be identified in **Attachment D Service Level Performance Conditional Terms**

3.5 Problem Escalation Procedure

No later than ten (10) Business Days after notice of recommended award or after the date of the Notice to Proceed, whichever is earlier, the Contractor must provide, and thereafter, maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes and must include:

- A. Contact information
- B. The process for establishing the existence of a problem;
- C. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- D. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
- E. Expedited escalation procedures and any circumstances that would trigger expediting them;
- F. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- G. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
- H. A process for updating and notifying the Contract Manager of any changes to the PEP.
- I. The PEP must be updated within ten (10) Business Days after any change in circumstance which changes the PEP but not less than annually within ten (10) Business Days after the start of each Contract year .

Nothing in this section shall be construed to limit any rights of the Contract Manager or the State which may be allowed by the Contract or applicable law.

3.6 Purchase Orders

The College will establish annual purchase orders for the purposes of funding the awarded contract. In accordance with the Purchase Order standard terms and conditions, all invoices shall be processed within 30 days of receipt of a proper invoice.

Contractor' Invoices – Invoices must be addressed to the following:

St. Mary's College of Maryland

Attn: Accounts Payable

18952 E. Fisher Road

St. Mary's City, MD 20686

Invoices may be emailed to: smcminvoices@smdm.edu

For questions concerning billing call (240) 895-4308 or 4238.

Contractor agrees to include on the face of all invoices billed to the College, its Taxpayer Identification Number, which is the Social Security Number of individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations. If a Purchase Order document is issued, the Purchase Order Number must be included. Payments to the Contractor pursuant this Purchase Order shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

3.7 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

3.8 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, **Section 31 "Prompt Pay Requirements"** (see **Exhibit 2 - Sample Contract**). Additional information is available on GOSBA's website at:

<http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

3.9 Tax Exemption

The College is generally exempt from federal Excise Taxes, Maryland Sales and Use Taxes, District of Columbia Sales Taxes and Transportation Taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install materials in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply. Tax exemption number for St. Mary's College of Maryland are:

Maryland State Tax Exempt No. 3000126-8

District of Columbia Tax Exempt No. 9199-79411-01

3.10 Conflict of Interest Affidavit and Disclosure

The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment I**) and submit it with its Proposal.

By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that "an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement." Any Offeror submitting a Bid in violation of this provision shall be classified as "not responsible."

3.11 Non-Disclosure Agreement

3.11.1 Non-Disclosure Agreement (Bidder/Offeror)

A Non-Disclosure Agreement (Bidder/Offeror) is not required for this procurement.

3.11.2 Non-Disclosure Agreement (Contractor)

A Non-Disclosure Agreement (Contractor) is not required for this procurement.

3.12 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All Bidders should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations website for Maryland Healthy Working Families Act Information: <https://dllr.state.md.us/paidleave/>.

3.13 The State of Maryland's Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

[Maryland's State Finance & Procurement Article §14-410](#) defines environmentally preferable purchasing as “the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose.” Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

3.14 Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

3.14.1 The following type(s) of insurance and minimum amount(s) of coverage are required:

- A. Commercial General Liability - One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and three million dollars (\$3,000,000) annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
- B. Worker's Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
- C. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

3.14.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.

3.14.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier to provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are canceled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.

3.14.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.

3.14.5 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from

notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Manager.

3.14.6 Subcontractor Insurance

The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Manager with the same documentation as is required of the Contractor.

3.15 Non-Compete Clause Prohibition

The State of Maryland seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents filling the positions set forth in the staffing requirements of **Section 2.4 Experience and Personnel** working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

4 Proposal Submission Information and Instructions

4.1 eMaryland Marketplace Advantage (eMMA)

eMMA is the electronic commerce system for the State of Maryland. The RFP, Pre-Proposal Conference (Conference) summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.

To receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

4.2 Electronic Means

The following transactions related to this procurement and any Contract awarded pursuant to it are not authorized to be conducted by electronic means:

- A. Submission of Bond documents determined by the State to require original signatures; or
- B. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

Any e-mail transmission is only authorized to the email addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Manager.

"Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.

4.3 Pre-Proposal Conference

If a Conference will be held, the date, time, and location is indicated on the **Key Information Summary Sheet**. Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals. If the solicitation includes an MBE participating goal, failure to attend the Conference will be taken into consideration as part of the evaluation of a offeror's good faith efforts if there is a waiver request.

It is highly recommended that all Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the RFP requirements and the socio-economic goals for this solicitation.

MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.

In order to assure adequate accommodations at the Conference, please email RSVP information for those expected to attend the Conference to the Procurement Officer no later than the time and date indicated on the **Key Information Summary Sheet**. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. Reasonable effort will be made to provide such special accommodation.

If the Conference is in person, attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.

4.4 Questions

All questions, including concerns regarding any applicable MBE participation goals, shall identify in the subject line the Solicitation Number and Title for this RFP, must be submitted in writing via e-mail or eMMA to the Procurement Officer no later than the date and time specified in the **Key Information Summary Sheet**. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.

- 4.4.1 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments and posted on eMMA.
- 4.4.2 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the State unless it issues an amendment to the solicitation in writing.

4.5 Proposal Due (Closing) Date and Time

Proposals must be received by the Procurement Officer no later than the Proposal due date and time indicated on the **Key Information Summary Sheet** to be considered. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after that date will not be considered. Requests for extension of this date or time shall not be granted.

All Proposal must be submitted via upload to the eMMA bid platform, no email or hand delivered or mailed proposals will be accepted.

Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the **Key Information Summary Sheet** for receipt of Proposals.

Potential Offerors not responding to this solicitation are requested to submit the “No Bid/Proposal Notice/Vendor Feedback” form **Attachment 1**, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

4.7 Public Information Act Notice

The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4 (See also RFP **Section 5.3.2. Table A, Tab B** “Claim of Confidentiality”). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

4.8 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

4.9 Duration of Proposals

Proposals submitted in response to this RFP are irrevocable for the latest of the following: **360** days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

4.10 Revisions to the RFP

- 4.10.1 All revisions to the RFP before the due date for Proposals will be published in an addendum to the RFP and posted on eMMA and reasonable effort will be made to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It is the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
- 4.10.2 Offerors shall acknowledge receipt of all addenda to this RFP issued before the Proposal due date in the Transmittal Letter accompanying the Offeror's Technical Proposal.
- 4.10.3 Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.10.4 Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- 4.10.5 Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

4.11 Cancellations

- 4.11.1 This RFP may be cancelled as provided in COMAR 21.06.02.02.
- 4.11.2 The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.
- 4.11.3 The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.11.4 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.11.5 If the services that are the subject of the RFP are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFP

may be canceled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.12 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

4.13 Protest/Disputes

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

4.14 Offeror Responsibilities

- 4.14.1 An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work. Offerors must be able to provide all goods and services and meet all of the requirements requested.
- 4.14.2 If applicable, subcontractors utilized in meeting the established MBE participation goal(s) for this solicitation shall be identified using Attachment D or Attachment E as appropriate. Guidance for completing the Attachments is provided in the appropriate Appendix or Appendices to this RFP (see “Appendix 4 - MBE Participation Goal”).
- 4.14.3 If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror’s Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.14.4 A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror’s experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent’s participation as determined by the State.

4.15 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Attachment C – Contract Terms And Conditions**.

Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror’s Proposal. The College reserves the right to accept or reject any exceptions.**

4.16 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

4.17 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at 123 Market Place Baltimore, MD 21202. For registration information, visit <https://www.egov.maryland.gov/businesssexpress>.

It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. The Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

4.18 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

In connection with a procurement contract a person may not willfully:

- A. Falsify, conceal, or suppress a material fact by any scheme or device;
- B. Make a false or fraudulent statement or representation of a material fact; or
- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

5 Proposal Format

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes (or eMMA virtual envelopes):

A. Volume I –Technical Proposal

- i. Technical Proposal shall be submitted by the due date and time stated on the Key Information Summary Sheet, page iii of the RFP.

B. Volume II – Financial Proposal

- i. Financial Proposal shall be submitted by the due date and time stated on the Key Information Summary Sheet, page iii of the RFP.
- ii. Financial Proposal shall be submitted by the due date and time designated by the Procurement Officer after the Technical Proposal evaluations are performed by the State and only to “Qualified Offerors” (COMAR 21.05.03.03).

5.2 Proposal Delivery and Packaging

- 5.2.1 Proposals delivered by courier, postal service, facsimile, or email shall not be considered.
- 5.2.2 Pricing information shall not be included in the Technical Proposal. Pricing information shall not be included on the media submitted in the Technical Proposal.
- 5.2.3 Proposals shall only be accepted via the State’s internet-based electronic procurement system, eMMA.
- 5.2.4 The Procurement Officer must receive all electronic Proposal materials by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.
- 5.2.5 Offerors shall provide their Proposals in two separate envelopes through eMMA following the Quick Reference Guides (QRG) labeled “5 - eMMA QRG Responding to Solicitations (RFP)” for double envelope submissions.
- 5.2.6 Two Part (Double Envelope) Submission:
 - A. Technical Proposal consisting of:
 1. Technical Proposal in searchable Adobe PDF format, and
 2. a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.7**), and
 - B. Financial Proposal consisting of:
 1. Financial Proposal entered into the price form spreadsheet within eMMA and all supporting material in Adobe PDF format,
 2. Financial Proposal in searchable Adobe PDF format,
 3. a second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed (see **Section 4.7**).

5.3 Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Only include pricing information in the Financial Proposal (Volume II).

- 5.3.1 In addition to the instructions below, responses in the Offeror's Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., "Section 2.2.1 Response . . .; "Section 2.2.2 Response . . ."). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").
- 5.3.2 Attachments, Documents, and Information Required with the Technical Proposal (Table A)

The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a **TAB** as detailed below:

Attachments A through E = Proposal will be rejected if the required Attachment is not submitted or is inaccurate or incomplete.

Attachments F through R = Proposal may be rejected if the required Attachment is not submitted or is inaccurate or incomplete.

[[Procurement Officer should delete the Attachment Name and replace it with "Not Applicable" if the Attachment is not required for this solicitation.]]

TABLE A - Attachments and Documents Required with the Proposal		
Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab A		Title Page and Table of Contents The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.
Tab B		Claim of Confidentiality (If Applicable) Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 4.7 "Public Information Act Notice"). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included. Otherwise, note under TAB B - "Not applicable".

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Tab C	F	Bidder/Offeree Information Sheet https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-F.-Bidder-Offeree-Information-Sheet.pdf
Tab D		Executive Summary & Acknowledgement of all addenda to this RFP. The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.” In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see Section 4.16 “Offeror Responsibilities”). The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Exhibit 2), or any other exhibits, appendices, supplementals, or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. Exceptions to terms and conditions, including requirements, may result in having the Proposal determined to be unacceptable or classified as not reasonably susceptible of being selected for award or the Offeror determined to be not responsible.
Tab E		Minimum Qualifications The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP Section 1. If references are required in RFP Section 1 as part of Tab L, those references shall be detailed in your response to this section.
Tab F		Offeror Technical Response to RFP Requirements and Proposed Work Plan

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		The Offeror shall address each RFP requirement (RFP Section 2) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in Section 2 in order and shall contain a cross reference to the requirement.
		The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP Section 2, Contractor Requirements: Scope of Work . The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
		Implementation Schedule - Offeror shall provide the proposed implementation schedule with its Proposal.
		The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Manager should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in Section 3.5 .
		Non-Compete Clause Prohibition – To evidence compliance with the non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.
		Other information as requested for Tab F in the Supplemental .
Tab G		Experience and Qualifications of Proposed Staff The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract including information in support of the Personnel Experience criteria in Section 2.4. Specifically, the Offeror shall:
		Describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
		Include individual resumes for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.
		Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). If proposed personnel are included, offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see Substitution Prior to and Within 30 Days After Contract Execution in Section 2.5.5).
		Provide an Organizational Chart outlining Personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.
Tab H		Offeror Qualifications and Capabilities The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Experience criteria in Section 2.4.1. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information: • The number of years the Offeror has provided the similar goods and services; • The number of clients/customers and geographic locations that the Offeror currently serves; • The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract; • The Offeror's process for resolving billing errors; and • An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.
Tab I	L	Reference Checks (Each reference shall be from a customer for whom the Bidder has provided goods or services within the most recent past 5 years, you may provide in your own list to include, Company Name, Address, Phone, Email, POC, etc.)
Tab J	M	List of Current or Prior State Contracts
Tab K		Financial Capability. (Submit under TAB K) The Offeror must include in its Bid a commonly-accepted method to prove its fiscal integrity. If available, the Bidder <u>shall include</u> Financial Statements, preferably a Profit and Loss (P&L)

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		statement and a Balance Sheet, for the last two (2) years (independently audited preferred). In addition, the Bidder may supplement its response to this Section by including one or more of the following with its response: • Dun & Bradstreet Number and Rating; • Standard and Poor's Rating; • Lines of credit; • Evidence of a successful financial track record; and • Evidence of adequate working capital.
Tab L		Certificate of Insurance The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. (The current insurance types and limits do not have to be the same as described in Section 3.14, but would be the required insurance certificate submission for the apparent awardee.)
Tab M	P	<u>Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract</u> The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP.
Tab N	N	Legal Action Summary This summary shall include:

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		• A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action; • A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years; • A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and • In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.
Tab O		Economic Benefit Factors If Section 6.2.4 Economic Benefit to State of Maryland are required as an evaluation criterion, see Appendix 8 for guidance. (Not Applicable for this SMCM RFP)
Tab P	A	Bid/Proposal Affidavit A Bid submitted by the Bidder must be accompanied by a completed Bid/Proposal Affidavit. https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-A.-Bid-Proposal-Affidavit.pdf
	C	Bid Bond (Not Applicable for this SMCM RFP)
	D	MBE Forms D-1A

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
		https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf IMPORTANT: If this RFP contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is a MBE goal.
	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (Not Applicable for this SMCM RFP)
Tab Q	G	Maryland Living Wage Requirements Affidavit of Agreement (Not Applicable for this SMCM RFP)
	H	Federal Funds Attachments (Not Applicable for this SMCM RFP)
	I	Conflict of Interest Affidavit and Disclosure (Not Applicable for this SMCM RFP)
	J	Mercury Affidavit (Not Applicable for this SMCM RFP)
	K	Location of the Performance of Services Disclosure (Not Applicable for this SMCM RFP)

TABLE A - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
	O	Payment of Employee Healthcare Expenses Certification https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-O.-Payment-of-Employee-Healthcare-Expenses-Certification.pdf
	Q	Labor Resume Form (Not Applicable for this SMCM RFP) <i>(See Specific Document Provided by Procurement Officer)</i>
	R	Corporate Diversity Addendum (Not Applicable for this SMCM RFP)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

5.4 Volume II – Financial Proposal

TABLE A (Continued) - Attachments and Documents Required with the Proposal

Proposal TAB	Attachment #	Attachment Name / Tab Section and Description
Financial Proposal submitted separately from Technical Proposal	B	The Price Form (as specified within eMMA) (Do not use the eMMA Price Form for this SMCM RFP) Use SMCM alternate price form: ATTACHMENT B – FINANCIALS COST AND PRICING INSTRUCTIONS provided with this RFP

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

6 Evaluation and Selection Process

6.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. SMCM reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

6.2.1 Offeror's Technical Response to Requirements and Work Plan

The State prefers the Offeror's Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that address and demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.2.2 Experience and Qualifications of Proposed Staff

6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors

6.2.4 Economic Benefit to State of Maryland (See **Appendix 8. Economic Benefit Factors**)

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.5.2.D**) will be ranked from the lowest price (most advantageous) to the highest price (least advantageous) based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on Attachment B - The Price Form.

6.4 Reciprocal Preference

6.4.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- A. The Maryland resident business is a responsible Offeror;
- B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
- C. The other state gives a preference to its resident businesses through law, policy, or practice; and
- D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

- 6.4.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.5 Selection Procedures

6.5.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- B. With or without discussions, the State may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

6.5.2 Selection Process Sequence

- A. A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) is included and is properly completed, if there is a MBE goal.
- B. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- E. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
Offerors may only perform limited substitutions of proposed personnel as allowed in Section 2.5 (Substitution of Personnel). Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most

advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors.

6.6 Documents Required upon Notice of Recommendation for Contract Award RFP Attachments (Table B)

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in **TABLE B - Documents Required upon Notice of Recommendation for Contract Award** below.

TABLE B - Documents Required upon Notice of Recommendation for Contract Award	
Attachment	Attachment Name
D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
E	VSBE Forms E-1B, E-2, E-3 (Not Applicable for this RFP)
S	Non-Disclosure Agreement (Contractor) (Not Applicable for this RFP)
T	HIPAA Business Associate Agreement (Not Applicable for this RFP)
U	Contract Affidavit https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-U.-Contract-Affidavit.pdf
V	DHS Hiring Agreement (Not Applicable for this RFP)
W	Performance Bond (Not Applicable for this RFP)

7 RFP Exhibits and Attachments

7.1 EXHIBITS (Table C)

TABLE C - Exhibits	
Exhibit No.	Exhibit Name
I	EXHIBIT I - INSTRUCTIONS CONDITIONS AND NOTICES TO OFFERORS
II	EXHIBIT II -SECURITY AND MAINTENANCE REQUIREMENTS
III	CAMPUS MAP

7.2 Attachments (Table D)

TABLE D - Attachments	
Attachment No.	Attachment Name
A	SNACK FOOD & BEVERAGES VENDING SERVICES SOW
B	ATTACHMENT B -FINANCIALS COST AND PRICING INSTUCTIONS
C	CONTRACT TERMS AND CONDITIONS
D	SERVICE LEVEL PERFORMANCE TERMS AND CONDITIONS