

UMBC

AN HONORS UNIVERSITY IN MARYLAND

UNIVERSITY OF MARYLAND BALTIMORE COUNTY

REQUEST FOR PROPOSAL #BC-20978-P

FOR

THE CHOICE PROGRAM AT UMBC FLYING FRUIT FANTASY CAFE

ISSUE DATE: JUNE 16, 2015

SIGNIFICANT MILESTONES	TIME	DATE
Issue Date	2:30 PM	Tuesday, June 16, 2015
Deadline for Questions	4:00 PM	Tuesday, June 23, 2015
Technical & Price Proposal Due Date	2:00 PM	Wednesday, July 1, 2015

WARNING: Prospective bidders who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

UNIVERSITY OF MARYLAND BALTIMORE COUNTY
1000 Hilltop Circle
Baltimore, Maryland 21250
www.umbc.edu

RFP INDEX

	PAGE:
Section 1 - GENERAL INFORMATION	3
Section 2 - UMBC REQUIREMENTS	9
Section 3 – PROPOSALS, EVALUATIONS AND FORMS	13
Section 4 - TERMS AND CONDITIONS OF THE PROPOSAL	19
Appendix A - TECHNICAL PROPOSAL FORMS	
Appendix B - CONTRACT FORMS/INFORMATION	
Appendix C - PRICE PROPOSAL FORM	

**THE CHOICE PROGRAM AT UMBC – FLYING FRUIT FANTASY CAFE
RFP-BC-20978-P**

SECTION 1 - GENERAL INFORMATION

- 1.1 **Objective.** The University of Maryland Baltimore County's Choice Program (UMBC or the University) is soliciting proposals for products, and job training opportunities for a new Flying Fruit Fantasy (FFF) Café location to be opened in downtown Baltimore in mid-July 2015.
- 1.2 **Background.** For over 25 Years UMBC's The Choice Program has been providing direct mentoring and coaching services to Disconnected Youth in the State of Maryland. The Choice Program in conjunction with The Department of Social Services and the Department of Juvenile Services has worked directly with Disconnected Youth to reduce recidivism and reintegrate the individual into society. The Choice Program provides the youth with a multitude of resources to help increase success and reduce recidivism. Our AmeriCorps Community Service Learning Fellows, a vital component of the Choice Program provides direct service through two programs offered by Choice. The Intensive Advocacy (IA) program provides the youth with a direct line of service, mentoring and family support. The IA program working in conjunction with the Maryland Department of Social Services (DSS) and the Maryland Department of Juvenile Services (DJS) works to identify youth for enrollment into our program In addition to the IA model the Choice Programs also supports Job Development and Placement through the Choice Jobs programs. The Choice Jobs Program works with disconnected youth to provide vital Job Training and Job Development skills, through a variety of direct service activities. All youth involved in the Jobs Program receive education and development using our Choice Jobs curriculum. The Jobs curriculum teaches our youth several important jobs related focus areas. The Jobs curriculum taught in a module format gives our youth the direct involvement and educational enrichment in job training and skills development Our Weekly Jobs Clubs facilitated by our AmeriCorps Community Service Learning Fellows, allow the youth to work directly with the fellow on a variety of job development skills.

The Choice Jobs also owns and operates two Flying Fruit Fantasy (FFF) Fruitshake, Smoothie, frozen yogurt locations. The FFF locations are job training centers where the youth are involved in direct job training, while operating two high volume foodservice operations. While at FFF youth receive direct job training skills included but not limited to, Food Preparation, Customer Service, Food Safety, Sanitation and Cleanliness techniques, Job Expectations, Leadership, Team Building. In addition to the two current locations the Choice Program is currently in the planning mode to expand our job training capabilities to a third location located at the University Of Baltimore School Of Law.

- 1.3 **Issuing Office/Point of Contact.** The sole point of contact at UMBC for purposes of this Request for Proposal (RFP) is the Procurement Officer:

Delores R. Pertee
University of Maryland Baltimore County
Department of Procurement
Room 301, Administration Building
1000 Hilltop Circle, Admin 301
Baltimore, MD 21250
Voice: (410)-455-3915
FAX: (410) 455-1009
E-mail: Dpertee@umbc.edu

- 1.4 **Proposer Contacts.** To insure that RFP documentation and subsequent information (i.e., addenda, clarifications, etc.) is directed to the appropriate person(s) within the Proposer's firm, each Proposer who receives a copy of this solicitation or becomes aware of the solicitation by other means and is interested in participating is required to contact the Issuing Office immediately and provide the following information: a) Name of primary contact (to whom information should be directed), b) Mailing address of primary contact, c) Telephone number of primary contact, d) Fax number of primary contact, and e) E-mail address of primary contact.
- 1.5 **Interpretation of RFP.** If the Proposer finds any perceived conflict, error, omission or discrepancy on or between the specifications, attachments, or any of the Contract documents, the Proposer may submit a written request to the Issuing Office for an interpretation or clarification before the deadline for questions and inquiries.

Any interpretation of the Contract documents made by any party other than the Procurement Officer, or in any manner other than a written response, is not binding and the Proposer may not rely upon any such interpretation. The Proposer may not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract documents, or incorrectly assumed conditions regarding the nature or character of the work, if no request for interpretation was made by the Proposer prior to the deadline for questions.

- 1.6 **Questions.** Prospective Proposers may contact the University only at meetings with the Procurement Officer or in written communications with the Procurement Officer. Questions may be submitted in writing via email or fax to the Procurement Officer up to **Tuesday, June 23, 2015 by 4:00 pm**, the last day for questions.

Any additional information not addressed in this RFP in response to an inquiry received by the Procurement Officer will be answered in writing as an addendum to the RFP. The addendum will be posted to the firms of record, and UMBC's electronic Bid Board at www.procurement.umbc.edu. For purposes of this RFP, there shall be no other communication between UMBC and Proposers other than as described in this paragraph.

- 1.7 **Addenda Acknowledgment.** Prospective Proposers responding to this RFP must acknowledge the receipt of any, and all, addenda, amendments and/or changes issued. RECEIPT OF THE ADDENDA, AMENDMENT AND/OR CHANGE ISSUED MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE PROPOSERS AND EACH INCLUDED IN THE TECHNICAL PROPOSAL. An "Acknowledgement of Receipt" Form (found in Appendix A) for all amendments, addenda, and changes issued shall be required from all vendors submitting a proposal.

- 1.8 **Closing Date.** Sealed Technical and Price Proposals **must** be received no later than **2:00 p.m. on Wednesday, July 1, 2015** at the following address:

University of Maryland Baltimore County
Department of Procurement
1000 Hilltop Circle, Administration Building 301
Baltimore, MD 21250
Attention: Delores R. Pertee

NOTE: All UMBC mail goes through the UMBC mailroom. Please allow sufficient time for the mail distribution. A mailed (via US Post Office) proposal is not considered "received" until the document reaches the above room at UMBC. Proposals delivered to the campus central mail facility or to locations other than Room 301 in the UMBC Administration Building will not be considered "received" by UMBC until they arrive at Room 301 in the Administration Building and are clocked in. The University will not waive delay in delivery resulting from the need to transport a proposal from another campus location to Room 301, or error or delay on the part of the carrier.

Proposals received after the established closing date and time cannot be considered.

- 1.9 **Receipt of Proposals.** Proposals will not be opened publicly; nor, can the identity of persons (individuals or entities) submitting proposals ("Proposers") be disclosed prior to actual contract award. .
- 1.10 **Duration of Proposals.** Proposals submitted in response to this solicitation are irrevocable for 120 days following the closing date. This period may be extended by mutual agreement between the Proposer and the University.
- 1.11 **Rejection or Acceptance of Proposals.** UMBC reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; or to negotiate with any Proposer, in any manner necessary, to serve the best interest of UMBC and the State of Maryland.
- 1.12 **Cancellation of the RFP.** UMBC may cancel this RFP, in whole or in part, at any time prior to contract award.
- 1.13 **Incurred Expenses.** Neither UMBC nor the State of Maryland is responsible for any expenses that Proposers may incur in preparing and submitting proposals or in making oral presentations of their proposals, if required.
- 1.14 **Minority Business Enterprises.** State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation. Minority participation is very important to UMBC and to the State of Maryland. This procurement does not have a MBE subcontracting goal due to the nature of the services being provided. For more information on the State's MBE program, please see the MDOT website, at <http://www.mdot.state.md.us/mbe/index.html>.

- 1.15 **Assistance in Drafting Specifications.** Under Article 40A, § 3-110, Annotated Code of Maryland, a firm who employs an individual who assists a state agency in drafting specifications for an invitation for bid and/or a request for proposal for a procurement may not submit a bid or proposal for the procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. If a firm has any questions regarding the applicability of this provision of the State Ethics Law, contact the State Ethics Commission, Toll Free phone number 877-669-6085 or see the website www.ethics.gov.state.md.us.
- 1.16 **Subcontractors.** The selected Proposer (“Contractor”) shall be solely responsible for all services as required by this RFP. The use of a subcontractor(s) does not relieve the Contractor of liability. UMBC will consider proposals that reflect primary and secondary service providers, or prime/subcontractor relationship. However, there should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner.
- 1.17 **Contract Agreement.** The contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the Proposer as contractor and UMBC in the form provided in **Appendix B** of this RFP. By submitting an offer, the Proposer warrants that they have reviewed the contract in **Appendix B** and will execute this contract upon request by UMBC. Proposers must understand and acknowledge that UMBC, as an agency of the State of Maryland, cannot indemnify the Contractor, submit to binding arbitration, or agree to pay the Contractor’s attorney’s fee.

The Contract to be entered into as a result of this RFP (the “Contract”) shall consist of (1) the terms, conditions and specifications of this RFP and any appendices, amendments, additions or changes thereto; (2) the Standard Contract found in **Appendix B**, (3) the University purchase order; and (4) the Proposer’s response to the RFP and any amendments or changes thereto.

Other University System of Maryland institutions not specifically named in this solicitation document may participate in the contract resulting from this solicitation under the same pricing, terms and conditions of the awarded contract.

- 1.18 **Order of Precedence:** The contract between the parties will be embodied in the contract documents, which will consist of those items named in 1.18 above, listed in their order of precedence. Modifications to the Order of Precedence of those items will not be accepted in order to protect the University against obscure, unrecognized conflicts between the solicitation and a Proposer’s proposal. In the event of a conflict, the terms of the University Contract shall prevail.
- 1.19 **Term of Contract.** The initial contract term shall be for a period of one (1) year beginning at contract award approximately on July 10, 2015 and ending on July 9, 2016. The University shall have the option to renew the contract for nine (9) additional one-year terms, for a total ten-year (10) contract. The renewal options will be exercised at the sole discretion of the University. In the event the University elects to exercise any one or more of the said one-year options, the Contractor shall be notified in writing prior to the commencement of the additional one-year term involved.

For a Multi-Year Contract or any contract where pricing adjustments may be contemplated during the contract term or subsequent optional extensions terms (unless otherwise stated that price changes will **not** be permitted), it will be the responsibility of the Contractor to request a price increase, if any, at least ninety (90) days prior to the end of the then current contract term. Any price increase not received by that time, will **not** be considered and pricing in the renewal term will remain as stated during the just completed contract term. A price increase, if any shall not exceed the Consumer Price Index for “All Urban Consumers” as published by the U.S. Department of Labor Statistics. For purposes of calculating the potential increase, the Consumer Price Index for the period ending on January 31st will be used. For example, if the contract term ends July 9, 2016, the price index for the period ending January 31, 2016 will be used. Statistics will be referenced as a **cap** for negotiable purposes only. Contractor is not to assume that any price increase will be applied to yearly renewals.

- 1.20 **Acceptance of Terms and Conditions.** By submitting a proposal in response to this RFP, a Proposer shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP.
- 1.21 **Public Information Act:** Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the University under the Access to Public Records Act, State Government

Article, Title 10, Subtitle 6, Annotated Code of Maryland. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. A statement in a header or footer on each page or contained in a preface or opening paragraph indicating that the entire bid or each page is deemed confidential is not adequate. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. By submitting a response to this solicitation, the Proposer consents to release of all bid documents with the exception of those specific provisions that are noted confidential, proprietary or a trade secret as defined and set forth in the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

Any statements requesting to keep portions of the proposal confidential **must** be included in the cover letter clearing setting forth those specific portions. A mere statement in the preface or notation on each page that the entire proposal is deemed confidential is insufficient for meeting the intent of this requirement nor will Proposers be permitted after the due date and time to designate areas as confidential that were not so noted prior to submission of proposals.

- 1.22 **Payment.** The State of Maryland usually provides payments on a net 30-day basis for UMBC approved invoices. As a state agency, UMBC is normally prohibited from paying for products or services in advance. Payment provisions shall be in arrears, with late payment and interest calculated as provided by Maryland law. For purposes of determining whether a prompt-payment discount, if applicable, may be taken by UMBC, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

An alternate method of payment as compensation for satisfactory performance of the work described in this RFP for all invoices under the amount of \$4,999.00 will be to pay the contractor via the University Purchasing Card. This payment will also be in arrears as discussed above.

There is also an option for payment by electronic funds transfer. The successful contractor can register using the COT/GAD X-10 Proposer Electronic Funds ("EFT") Registration Request Form. The COT/GAD X-10 form can be downloaded at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>

- 1.23 **Access to Contractor Records for Quality Assurance and Auditing Purposes.** The Contractor and its principal subcontractors must provide access to pertinent records by University personnel or its representatives (including internal auditors, external auditors' representatives, or agents) to provide quality assurance and auditing.
- 1.24 **Proposer's Responsibility.** Proposers are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions, in writing to the contact at the Issuing Office per "Section 1" of the RFP. A Proposer's misinterpretation of requirements shall not relieve the Proposer of responsibility to accurately address the requirements of the RFP or to perform the contract, if awarded.
- 1.25 **General Requirement.** Proposals must be made in the official name of the firm or individual under which business is conducted, showing the official business address, state in which it is incorporated or organized (if Proposer is not an individual) and must be signed by a duly authorized person. Proposals must be prepared in writing, simply and economically, providing a straightforward, concise description of the Proposer's proposal for meeting the required specifications of this procurement.
- 1.26 **Economy of Preparation.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the vendor's offer to meet the requirements of the RFP.
- 1.27 **Multiple Proposals.** Vendors may not submit more than one proposal.
- 1.28 **Telegraphic/Facsimile Proposal Modifications.** Vendors may modify their proposals by telegraphic or facsimile communication at any time prior to the due date and time set to receive proposals provided such communication is received by the State issuing agency prior to such time and, provided further, the State agency is satisfied that a written confirmation of the modification with the signature of the Proposer was mailed prior to the time and date set to receive proposals. The communication should not reveal the proposal price but should provide the addition or subtraction or other modification so that the final prices, percent or terms will not be known to the State agency until the sealed proposal is opened. If written confirmation is not received within two (2) days from the scheduled proposal opening time, no consideration will be given to the modification communication. No telephone, telegraphic, or facsimile price proposals will be accepted.

- 1.29 **Contractor Responsibilities.** The University of Maryland Baltimore County shall enter into contractual agreement with the selected offering vendor(s) only. The selected vendors(s) shall be responsible for all products and/or services required by this RFP. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. UMBC's intent is not to direct the use of any particular vendor, however, the vendor will not contract with any such proposed person or entity to whom University of Maryland Baltimore County has a reasonable objection. Notification of such objection will be made by UMBC within 15 days of contract. The vendor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them.
- 1.30 **RFP Response Materials.** All written materials submitted in response to this RFP become the property of UMBC and may be appended to any formal documentation, which would further define or expand the contractual relationship between UMBC and the successful vendor(s). The materials will not be returned to the Proposer.
- 1.31 **Debriefing of Unsuccessful Proposers.** A debriefing of an unsuccessful Proposer shall be conducted upon written request submitted to the Procurement Officer within 10 days after the Proposer knew or should have known its proposal was unsuccessful. Debriefings shall be conducted at the earliest feasible time.

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

- 1.32 **Maryland Public Ethics Law, Title 15.** The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, State Government Article, SS 15-502.

If the bidder/Proposer has any questions concerning application of the State Ethics law to the bidder/Proposer's participation in this procurement, it is incumbent upon the bidder/Proposer to see advise from the State Ethics Commission; The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, MD 21401. For questions regarding the applicability of this provision of the Public Ethics Law, contact the State Ethics Commission, toll free phone number 877-669-6085, or see the website ethics.gov.state.md.us.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/Proposer to obtain advise from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics law. The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

END OF SECTION 1

**THE CHOICE PROGRAM AT UMBC - FLYING FRUIT FANTASY CAFÉ
RFP-BC-20978-P**

**SECTION 2
UMBC REQUIREMENTS/SCOPE OF SERVICES**

A. DEFINITIONS

1. **FroYo** is short for Frozen Yogurt.
2. **FFF** refers to the trade name of the Choice Programs Social enterprise, short for Flying Fruit Fantasy
3. **OPACY** Oriole Park at Camden Yards
4. **Fruitshake** Flying Fruit Fantasy's signature drink, a non-dairy, partially frozen fruit based drink.
5. **Award** means the decision by the University to execute the purchase agreement or contract after all necessary approvals have been obtained.
6. **COMAR** refers to the *Code of Maryland Regulations*.
7. **Contract** means the agreement entered into by the University as a result of this solicitation.
8. **Contractor** means the successful Proposer receiving a contract as a result of this solicitation.
9. **MBE** means "Minority Business Enterprise" which is any legal entity other than a joint venture, organized to engage in commercial transactions which is at least 51 percent-owned and controlled by one or more minority persons, or a nonprofit entity organized to promote the interests of the physically or mentally disabled as certified by the Maryland Department of Transportation. Refer to section 2.20 below.
10. **Proposer** means any person submitting a response to an RFP.
11. **Proposals** means the response by a Proposer to a request for proposals issued by a procurement agency to obtain goods or labor. The response may include but is not limited to a Proposer's price and terms for the proposed contract, a description of technical expertise, work experience, and other information requested in the solicitation.
12. **RFP** means Request for Proposal(s).
13. **Time** – any time stated in this solicitation (e.g., 11:00 a.m.) is Eastern Standard Time ("E.S.T.")
14. **University or "UMBC"** – means the University of Maryland Baltimore County.
15. **USM** means the University System of Maryland.

- B. PURPOSE OF THE ENGAGEMENT.** Choice has operated a Flying Fruit Fantasy concession in Oriole Park since the opening day in 1992. Each baseball season youth are provided with their first taste of the world of work, in an on-the-job training program closely supervised by Choice staff. In 2012 Choice expanded its FFF operations to include a Kiosk at the Baltimore City Inner Harbor promenade. The Choice Jobs Program has prepared Baltimore youth for the work world for 20 years and provides vocational services and support for youth from at-risk communities. The Choice Jobs Program provides a full array of services beginning with a Job Readiness Curriculum including completing effective job applications, interview skill building, on-line job search and application process, resume writing and job retention skills development. Youth are then ready for transitional employment that allows them to earn as they learn. Youth receive classroom training to meet specific work place skill needs and then practice those skills at on-the-job training sites. Choice staff trained in supported employment interventions ensure youth are able to successfully meet obstacles in the work place. Youth are then able to secure placement in non-subsidized community jobs. All Choice Jobs Fellows are certified in Job Development through Virginia Commonwealth University. All Choice Jobs management staff are certified in both Job Development and Supported Employment through Virginia Commonwealth University. The program has worked with over 20,000 youth and their families from Maryland's highest risk communities for 25 years in partnership with Maryland's youth serving agencies.

A new Flying Fruit Fantasy Cafe will be opened at The University of Baltimore, School of Law in Downtown, Baltimore Maryland and will be owned and operated by UMBC's Choice Program, an initiative of the Shriver Center of UMBC.

C. SCOPE OF SERVICES. The new Flying Fruit Fantasy (FFF Cafe at the University of Baltimore is designed to provide a quick service and convenient food option to the Students, Faculty, Staff and Guests of the University Of Baltimore School Of Law, while employing youth who are involved in UMBC's Choice Jobs Program. The location plans to offer:

- Fruit shakes, which is a cold fruit puree blended drink,
- Smoothies, (a cold fruit puree and Frozen Yogurt blended drink),
- Frozen Yogurt available with toppings,
- Coffee (for Light Street location only)
- Baked Goods (par-baked frozen items that can be finished on-site)
- Bottled/canned drinks (iced tea, water, soda, etc.)
- Bagged and prepackaged snacks (i.e., chips, pretzels, trail mix, granola bars, etc.) and
- Pre-cut fruit, pre-cut vegetables, deli-salad, etc.

The location and convenience of the 6th floor will make it an attractive option to all people that use the law school building. The open attractive lobby and eating area will have an inviting atmosphere for guests to enjoy our products. Located at the intersection of N. Charles Street and Mt. Royal Avenue, the 12-story law center includes 15 classrooms, 29 large- and small-group study spaces, a 32,000-square-foot library and a 300-seat moot courtroom and event space. The building also houses all of the school's clinical services and law-related centers. The Law School building recently has been designated a LEED Platinum project by the United States Green Building Council. The rating indicates that the Law School Building has made environmental sustainability a high priority throughout the facility, and has met USGBC's criteria for saving energy, water and other natural resources in the design, construction and everyday use of the center. Over the past three years, the building has created 1,231 jobs, generating more than \$174 million in economic activity. As of October 2014, The University of Baltimore has an enrollment of 1,086 students in both a day and evening academic program.

The planned operating hours will be Monday through Friday, 8:30 a.m. – 7:30 p.m. to start, however, the hours are subject to change based on academic, event and demand of service. The Café will follow the University of Baltimore's academic and emergency closing calendar.

1. Technical Specifications

- 1.1 The Choice Program is looking for a dynamic partner to provide us with the necessary products and support required to run a successful food service operation.
- 1.2 In addition to the products needed to run a food service operation Choice is also looking for a partner than can advance and strengthen our job training program by providing our youth with additional educations and training opportunities.
- 1.3 The vendor must provide delivery to our three (3) existing, and one (1) new location when requested and needed in a timely manner:
 - a. Baltimore's Inner Harbor, located at 500 Light Street,
 - b. Oriole Park at Camden Yards, located at 333 W Camden St, Baltimore, MD 21201, and
 - c. Off- site location at 971 Seagull Ave., Baltimore Maryland 21225 (mainly used for storage)
 - d. University of Baltimore, School of Law, located at 1401 N. Charles Street Baltimore MD, 21201
 - e. Should any expansion occur, the vendor must have the capacity to service the new location(s).
- 1.4 The vendor must be able to deliver to urban locations that do not have access to loading docks or loading zones and must be able to deliver to the door without the assistance of Choice Staff.
- 1.5 The vendor must have the ability to enter into Oriole Park at Camden Yards (OPACY) to deliver fruit shake to our OPACY location.
- 1.6 Orders will be placed Monday through Friday before 3:00 p.m. by each individual location. Delivery will be expected to take place as soon as possible. The Proposer must indicate their anticipated turnaround time for deliveries.
- 1.7 The Vendor must have a dedicated account representative to guide us through the ordering process and able and willing to meet once a quarter to analyze spending and ordering trends and present new products to Choice.

- 1.8 The vendor should be able to accept the State of Maryland Procurement Card for each single purchase less than \$5,000 and a Blanket Purchase Order for purchases over \$5,000. Invoices charged against the purchase order will be paid within 30 days of receipt of the invoice after the order is received. COD deliveries cannot be accepted as part of this contract.
- 1.9 FFF must have access to any pricing lists available to nonprofit organizations.

2. Fruit Shake Mix

- 2.1 All Fruit shake must be backhauled in a timely manner and stored in accordance to the Fruit Shake manufacturer's standards of storage, as well as their recommended method of delivery. The Choice Program has limited storage at locations (Camden Yards, Inner Harbor, University of Baltimore and Cherry Hill) and the Proposer must be able to store product that cannot be safely stored on site, approximately 50-75 cases based on current experience. The Fruit shake product is shelf stable and does not require refrigeration. **The Fruit shake product is proprietary and exclusive to Choice/FFF and cannot be sold to any other customer or client for any reason.** The Fruit shake product is shipped in 4 (four) 1 Gallon boxes, and placed on a pallet for delivery. The approximate weight of a box is 35 lbs. A reasonable delivery expectation for the Proposer is approximately 10 cases of fruit shake per location per week, depending on a variety of conditions. A reasonable expectation based on current experience is one backhaul per month consisting of approximately 200 cases of product. All items will be backhauled from the manufacturer's location in Brooklyn, New York. The successful contractor will be responsible for scheduling pickup of product.

The successful contractor must enter into a backhauling and storage agreement for the propriety Fruit shake product. The Choice Program will purchase the shake mix, however, all agreements regarding the cost for backhauling the product must be made directly with the Fruit Shake vendor (3V Spartan Ventures, Ms. Georgia Martin, Principle at 410-837-3306, GMOJA@gmail.com). The cost for backhauling must be incorporated into your Price Proposal.

2.2 Suitable Replacements

If the Proposer can supply an acceptable replacement for the 3V product, the Choice Program and our current Fruit Shake manufacturer will have full control and final say over any Fruit shake mix replacement. In addition, the Proposer must provide Choice/FFF with an acceptable recipe for any new Fruit shake Mix with Choice/FFF holding the final decision over product recipe. In order for a replacement mix to be considered, a full description and detailed information on the product, sufficient to allow The Choice Program to accurately evaluate it, must be provided in the Technical Proposal. After contract award, should the recipe be acceptable, it must be prepared by a Master chef and presented to Choice/FFF in a test kitchen environment for final approval.

3. Frozen Yogurt

The vendor must provide FFF/Choice with a high quality ready to serve non-powdered Frozen Yogurt mix that is acceptable for use in a Taylor c723 twin twist frozen yogurt machine. Under no circumstances will Colombo Frozen Yogurt be a viable and accepted option. The vendor must provide Choice/FFF with Non Fat Vanilla for use in our smoothies and at least 15 flavor options throughout the year with Choice/FFF having full control over purchase and flavor choice.

4. Baked Goods

The Vendor must provide FFF/Choice with a product line of baked goods that are par-baked and either frozen or refrigerated for finishing on site at our UB Law location. The product must not need any proofing or other preparation other than thawing and baking. FFF/Choice will be using a TurboChef Convection Oven (Turbochef Sota™ Convection/Microwave Oven, Rapid Cook, electric, 16" wild) and products must be suitable and acceptable for use in this equipment. In addition vendor must provide guidance and education on proper preparation on products for use in the Turbochef.

5. Training/Job Development:

The vendor must provide a training/Job Development Opportunity for youth mutual selected by Choice/FFF and Vendor. The vendor must agree to accept at least 5 youth per calendar year. The training program will provide an opportunity for our youth. The candidates will be paid during the training period with an opportunity for an increase after 90 days. The training includes on-the-job hands-on training under the supervision of a manager employed by the Vendor. The candidates can expect to

learn the following including by not limited to: Production safety standards specific for food industry, Food Safety standards, Allergen safety, USDA Good Manufacturing Procedures (GMP), Clean equipment, Move racks and equipment, and work on industry specific machinery. The candidates must meet the minimum requirements as set forth by the vendor and Choice/FFF. Sample requirements include but are not limited too Must be a Baltimore City resident High school diploma or GED, Must be at least 18 yrs. Old, Work in cool (41 degrees) and wet environment, Able to lift 45 lbs., Good written & verbal communication skills.

The Choice Program owns and operates the Flying Fruit Fantasy locations. It will be staffed with food service managers. We are requesting additional support from the proposer in using their expertise within their firm to help us open avenues to empower the youth for employment, i.e. access to a chef for questions on quality, etc.

6. Education:

Vendor agrees to provide Choice/FFF educational opportunities for our youth and staff, Including but not limited to Serv-Safe training.

- a. The vendor must provide a space to do the training, and an Instructor.
- b. Choice/FFF will provide all course materials in return for an instructor to lead the trainings.
- c. Choice/FFF will provide transportation to get the employees to the training site.

7. Wages:

The wages should be the current wage rate, with an opportunity for a wage that would sustain living after a probationary or training period. If the employee meets or exceeds requirements, full-time employment with benefits would be desirable.

8. Café Design:

The Café has been designed. We have enlisted a firm to consult with on all equipment purchases, layout, design and installation. All equipment will meet health department requirements and will be robust to support operations of our scale and scope. We will have adequate refrigeration, sanitation and service equipment on site. A copy of the design is attached.

END OF SECTION 2

THE CHOICE PROGRAM AT UMBC - FLYING FRUIT FANTASY CAFÉ
RFP-BC-20978-P

SECTION 3
PROPOSALS, EVALUATION AND FORMS

A. PROPOSAL SUBMITTALS: The following are the requirements for the Technical and Price Proposal submittals to the RFP.

1. **TECHNICAL PROPOSAL:** The Technical Proposal must be submitted separately from the Price Proposal **in a sealed container**. The container shall have the Proposer's name, the RFP Title and RFP number prominently displayed, together with the word, "TECHNICALPROPOSAL", and shall be delivered on, or before, **Wednesday, July 1, 2015, on or before 2:00 p.m.** to the UMBC's Procurement Services at the address noted in "Section 1" of the RFP as "The Issuing Office". **One (1) original and five (5) copies [for a total of six (6) sets]** are to be provided. The original is to be clearly labeled.

The following information must be furnished in the firm's Technical Proposal submittal. Failure to include any of the items listed below may disqualify a firm's response. Criteria are listed in order of importance. Proposer should describe in detail and provide evidence supporting the qualifications below.

All Proposers are to compile their proposals in the order listed below and in response to this RFP. Tabs or dividers are requested in the proposal to separate each criteria response and pages are to be numbered.

For evaluation purposes, Items 1A through 1D are Desirable and will be evaluated by the Committee

- 1A. **Questionnaire:** Complete the Questionnaire attached in **Appendix A**.
- 1B. **Firm Experience/References:** Complete the Firm Experience Form (found in **Appendix A**) on three (3) contracts of similar scope over the last 3 years. Contracts may be from both private and public sector clients.

The contact person on each Firm Experience Form will serve as a reference for the Proposer's firm. Please insure that the information is accurate to ensure that the references are current and reachable. Such references should be able to speak to your firm's performance on contracts similar to UMBC.

UMBC reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including any person or persons associated with the references. The University also reserves the right to request additional references or contact any known firm associated with the Proposer, as well as, itself even if not provided as a reference by the Proposer. References will be held in the strictest of confidence.

- 1C. **Key Personnel:** Provide a resume for the person(s) that will serve as the Account Representative or contact person for this contract. The resume should describe the employment history, experience and include contact information for three professional references. The notes above on firm references also apply to the references on this person.
- 1D. **Company Profile/Background Information:** Complete the Company Profile form (found in **Appendix A**) which includes a description of your company and its history, the management and ownership structure.
- 1E. **Insurance:** The Proposer must include in their Technical Proposal, a copy of their current Certificate of Insurance, or a certification letter from the insurer (rather than the agent) that all requested coverages are available and will be provided to the contractor upon award of this contract.

The successful Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Contract, and any renewal thereof, adequate insurance as provided below, adequate insurance to specifically include liability assumed by the Contractor under this

Contract.

- i. Commercial General Liability Insurance including all extensions:
\$2,000,000 each occurrence;
\$2,000,000 Personal Injury;
\$2,000,000 Products/completed operations;
\$2,000,000 General aggregated
\$2,000,000 Food Products Liability
- ii. Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
- iii. Property damage liability insurance with a limit of not less than \$2,000,000 for each accident.
- iv. If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident.

1F. **Acknowledgement Of Receipt Of Addenda Form:** If any addenda to the solicitation documents are issued prior to the due date and time for proposals, this form (found in **Appendix A**) is to be completed, signed, and included in the Proposer's Technical Proposal.

1G. **Additional Technical Requirements:**

- i. **Transmittal Letter.** A transmittal letter prepared on the Proposer's business stationery should accompany the original and all copies of each required volume. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind his/her firm to all statements, including services and prices, contained in the proposal and any RFP addenda. The letter shall include the Name and Address of Proposer, as well as, the person(s) [include a telephone number, telefax number, and e-mail address] responsible for responding to any inquiries or other correspondence related to this RFP or the Proposer's proposal. The letter must also provide detailed information itemizing and explaining any exception to the terms, conditions, and requirements set forth in this RFP.

Note: If the Proposer has multiple firm locations, UMBC is interested in the capabilities and experience of the office that will primarily provide the service to UMBC. Unless otherwise stated below, all requested information about the Proposer is required to be specifically limited to the local office that will serve UMBC's needs.

- ii. **Signing of Forms.** The proposals, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.
- iii. **Proposal Affidavit and Certifications.** State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price, etc. The affidavit form (found in **Appendix A**) must be completed and signed by the Proposer, and must be returned with the Technical Proposal.

2. **PRICE PROPOSAL:** The Price Proposal (found in **Appendix C**) must be completed and delivered along with the Technical Proposal, but in a separate sealed container. The container shall have the Proposer's name, the RFP Title and RFP number prominently displayed, together with the words "PRICE PROPOSAL", and shall be delivered on or before **Wednesday, July 1, 2015 on or before 2:00 p.m.** to the UMBC's Procurement Services at the address noted in "Section 1" of the RFP as "The Issuing Office". **One (1) original and two (2) copies [for a total of three (3) sets] are to be provided. The original is to be clearly labeled.**

Only those Proposers that achieve 75% or better of the technical score will have their Price Proposal evaluated. Pricing will not be opened publicly.

B. EVALUATION AND SELECTION PROCEDURES

1. **Evaluation and Selection Committee.** All proposals received by the closing deadline will be reviewed. The Procurement Officer shall establish an Evaluation and Selection Committee to review and evaluate the proposals. The Committee may request additional technical assistance from any source.

2. Evaluation Procedure

2.1 **Qualifying Proposals.** The Procurement Officer shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will normally disqualify a contractor's proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so. The contractor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Each section of the proposal will be evaluated according to the criteria listed below. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals, unless specifically requested by the University.

The intent of this RFP is to provide Contractors an opportunity to present their qualifications, experience, and approach to providing the scope of services in relation to the needs of UMBC. The manner in which the proposing team presents their qualifications will be regarded as an indication of how well the Proposer's philosophy, approach, organizational culture, working style and communications style fit with the University's. Submittals that concisely present the information requested in the order and the manner requested will be considered more favorably than a submittal from a Proposer of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

2.2 **Technical Evaluation.** After compliance with the mandatory requirements in this RFP has been determined, the Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the Evaluation Criteria. Proposals are evaluated to determine which proposal is most advantageous to the University. The process involves applying the evaluation criteria contained in the RFP, comparing the proposals to each other, and ranking the proposals from most to least advantageous. If used in the evaluation process, numerical point scores will be useful guides but will not be the sole factor in determining the award. The decision for the award will not be made solely by the raw scores themselves, but rather by the strengths, weaknesses, advantages, and deficiencies that the scores represent.

The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed above in Section 3, Paragraph A, Item #1. Each committee member will evaluate the proposals on each major criterion. Factors are listed in order of importance.

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

Firms will be ranked. Those proposals not considered "to be reasonably susceptible of being selected for award" may be rejected after evaluation of the Technical Proposals and will not progress further in the procurement. Upon completion of the initial technical evaluation, all proposers will be notified as to the results of the technical evaluation of his/her firm.

2.2.1 Final Technical Evaluation:

The University will establish a ranking of technical proposals from highest to lowest. If a numerical point scoring system is utilized, scores will be normalized, that is the highest ranked proposal will receive 100% of the available technical score with subsequently lower ranked proposals receiving proportionately lower scores.

- 2.3 **Price Proposal Phase.** Upon completion of the Technical Evaluation, those firms whose technical proposals met or exceeded the 75% of the technical score will have their **Price Proposal** evaluated.

Price Proposals will not be opened publicly. Price Proposals will be evaluated based on the total lump sum price.

2.3.1 **Final Price Evaluation:**

The University will establish a financial ranking of the proposals from lowest to highest total offers. If a numerical rating is utilized, the lowest evaluated total offer will receive 100% of the points awarded to the financial portion with subsequently higher quotes receiving proportionally lower points.

- 2.4 **Discussions.** The University reserves the right to recommend a Proposer for contract award based upon the Proposer's technical proposal and price proposal without further discussions. However, should the Committee find that further discussion would benefit the University, the Committee shall recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the University, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Proposer(s).

- 2.5 **Best and Final Offers.** When in the best interest of the University, the Committee may recommend and the Procurement Officer may permit qualified Proposers to revise their proposals by submitting "Best and Final" offers during the Price Proposal Phase of this procurement.

- 2.6 **Final Ranking and Selection.** Following evaluation of the technical proposals and the price proposals, the Evaluation and Selection Committee will make an initial overall ranking of the proposals and recommend to the Procurement Officer the award of the contract to the responsible Offeror(s) whose proposal(s) is/are determined to be the most advantageous to the University based on the results of the final technical and financial evaluation in accordance with the University System of Maryland Procurement Policies and Procedures. Technical merit will have a greater weight than financial in the final ranking.

Award may be made to the proposal with a higher technical ranking even if its cost proposal is not the lowest. The decision of the award of the contract will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Contractor that provides the best overall value to the University.

The University may select one or more Contractors to further engage in negotiations, including terms of a contract and other issues to be incorporated into the contract. The University reserves the right to make an award with or without negotiations.

END OF SECTION 3

**THE CHOICE PROGRAM AT UMBC - FLYING FRUIT FANTASY CAFÉ
RFP-BC-20978-P**

**SECTION 4
TERMS AND CONDITIONS**

- A. **Cancellation of The RFP:** The University reserves the right to cancel this RFP, in whole or in part, at any time before the opening of the proposals. Should it become evident during the evaluation of the proposals that it is no longer in the best interest of the University to make an award under this solicitation, the University reserves the right to cancel the RFP. The University will not be responsible for any costs incurred due to cancellation of the RFP.
- B. **Rejection of Proposals:** The University reserves the right to reject any and all proposals, in whole or in part, if (among other reasons):
- 1 In the determination of the University, if the pricing proposed is unrealistic or exceeds available funding.
 - 2 The Proposer takes exception to the terms and conditions of this RFP;
 - 3 The Proposer fails to comply with the requirements set forth herein for participating in this RFP process;
 - 4 The University determines that the proposal is incomplete in any way; or
 - 5 The Proposer fails to meet any of the requirements/specifications set forth in this solicitation;
 - 6 The University determines that the proposal is not in its best interest.

The University will not be responsible for any costs incurred due to rejection of the RFP.

- C. **Withdrawal of Proposals:** Proposals may be withdrawn only if a request is made in writing before the due date and time. No amendment or withdrawal will be permitted after the due date and time.
- D. **Execution of Proposals:** All proposals shall be legibly prepared and shall be signed in ink as and where specified.

Proposals are required to be executed as follows, depending on the Proposer's form of business organization:

1. **Sole Proprietorship** – signed by proprietor with full name address.
 2. **Partnership and Joint Venture** - If a proposal is submitted by a partnership (including a joint venture), it must be submitted in the partnership name. The partnership name and the identity of each general partner must be made clear and all affidavits and certificates must be executed on behalf of the partnership or on behalf of each general partner. No provision of any agreement among partners will be binding on the State unless it is disclosed in the proposal. Reasonable evidence satisfactory to the State of the authority of one partner to bind the other purported partner(s) must also be given in the proposal. It is recommended that the proposal contain a copy of the partnership agreement, if one exists. If no partnership agreement exists and if the number of general partners is reasonably small, each general partner must execute all required documents, including proposals. At the State's option all general partners may be required to sign the proposal. Failure to present the State with satisfactory information concerning a purported partnership may be grounds for finding a proposal unacceptable.
 3. **Corporation** – An officer or authorized agent of the corporation shall sign his/her full name, indicate his/her title and include the name and address of the corporation. In the case of an authorized agent, a letter from an officer of the corporation authorizing said individual to act on behalf of the corporation must be included.
- E. **Arrearages:** By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract is selected for contract award.

- F. The State has no obligation to provide legal counsel or defense or pay attorney's fees to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to the contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- G. The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- H. The Contractors shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.
- I. **Indemnification and Responsibility for Claims and Liability.** With respect to any contract, which results from this solicitation, the Proposer must note the following: The Contractor shall indemnify, save harmless and defend, the University of Maryland, Baltimore County, its officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the performance by the Contractor, its employees, agents, or subcontractors, of the work covered by this Contract.
- J. **Arrearages.** By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.
- K. **Taxes.** University of Maryland Baltimore County is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, Contractor shall pay the Maryland Sales tax and the exemption does not apply.

END OF SECTION 4

**THE CHOICE PROGRAM AT UMBC - FLYING FRUIT FANTASY CAFÉ
RFP-BC-20978-P**

APPENDIX A

TECHNICAL PROPOSAL FORMS

Questionnaire Form

Firm Experience Form

Company Profile Form

Proposal Affidavit Form

Acknowledgement of Receipt of Addenda Form

**THE CHOICE PROGRAM: FLYING FRUIT FANTASY CAFÉ
RFP-BC-20978-P**

Appendix A
QUESTIONNAIRE

Provide a narrative for the following questions.

1. How are orders handled? What is cut-off time and anticipated delivery period? Can orders be placed daily? Explain.

2. Is there a maximum or minimum order quantity for any of the products? Explain.

3. What delivery schedule do you recommend for each location, in order to ensure all products are readily available to the Café and other FFF locations?

4. Products (Descriptive literature--photos, spec sheets, etc.--may be included with your response)

A. Fruit Shake Mix

- i. Do you now have or anticipate becoming a 3V vendor? Explain

- ii. Do you have a suggested replacement fruit shake mix? Explain. Provide information on the brand, description of product and why it would be an acceptable replacement.

B. Frozen Yogurt

- i. Describe the brand and product information for your recommendation (content, how packaged, ingredients, etc.)

- ii. What are your suggested 15 flavor options, along with the non-fat vanilla (brand, content, etc.)

C. Baked Goods

- List and describe each product recommended and the equipment needed for each.

5. Training /Job Development/Education

- A. Describe in detail the on-the-job training opportunity that your firm will provide for about 5 youth per calendar year, per the contract. Include in your narrative:
 - i. Describe prior experience with working with youth or others in training on the use of equipment and which equipment.
 - ii. Who from your organization will be providing the training to the youth, and what is their experience?
 - iii. How much time do you anticipate devoting to training, both on-the-job and off-site?
- B. Describe the facilities that you have available to conduct training (outside of the job location). What materials will you need to conduct the training?

END OF QUESTIONNAIRE

**THE CHOICE PROGRAM AT UMBC - FLYING FRUIT FANTASY CAFÉ
RFP-BC-20978-P**

**APPENDIX A
FIRM EXPERIENCE FORM**
Page 1 of 1

PROPOSER: _____

The Proposer is to complete this form for three (3) contracts that he/she deems the most similar or relevant to the UMBC contract. Contracts listed should demonstrate experience in the provision of products and services that are similar to the UMBC scope of services.

Company/Firm Name: _____

Contact Name: _____

Contact Title: _____

Contact E-mail address: _____ Contact Phone #: _____

Type of company (higher education, government, etc.): _____

Dollar Size of Contract (Annual) \$ _____

Dates of contract: Start Date: _____ End Date: _____

Name of Proposing Firm's Account Representative who services this client: _____

Give a description of the products and/or services provided to this company.

Describe how these products and/or services are similar and meet the UMBC requirements

END OF FIRM EXPERIENCE FORM

**THE CHOICE PROGRAM AT UMBC - FLYING FRUIT FANTASY CAFÉ
RFP-BC-20978-P**

**APPENDIX A
COMPANY PROFILE FORM
Page 1 of 2**

COMPANY NAME: _____

DATE OF INCORPORATION: _____ STATE OF INCORPORATION: _____

OF YEARS IN BUSINESS: _____ NUMBER OF EMPLOYEES: _____

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

NAMES OF PRINCIPAL(S) AND TITLE(S): _____

HEADQUARTERS LOCATION: _____

LOCATION OF OFFICE THAT WILL PROVIDE SERVICES TO UMBC AND NUMBER OF
EMPLOYEES: _____

TYPE(S) OF WORK PERFORMED AND SERVICES PROVIDED:

Annual Sales Volume:

Year	Fruitshakes/ Smoothies	Frozen Yogurt	Coffee	Bottled drinks	Bagged and prepackaged snacks	Baked Goods
2014						
2013						
2012						

APPENDIX A

COMPANY PROFILE FORM

Page 2 of 2

COMPANY NAME: _____

BRIEF HISTORY OF THE COMPANY (if preferred, an attachment to this form can be provided):

OTHER COMMENTS/ADDITIONAL INFORMATION: _____

END OF COMPANY PROFILE FORM

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. NOT USED

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES (applicable if an MBE goal is set)

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

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

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

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES (if applicable to the solicitation)

The undersigned bidder or offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)–(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

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

- (1) Been convicted under state or federal statute of a criminal offense incident to obtaining or attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), (4) or (5), above;
- (7) Been found civilly liable under a state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

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

H. AFFIRMATION REGARDING COLLUSION

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

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

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

I. FINANCIAL DISCLOSURE AFFIRMATION

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

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

K. DRUG AND ALCOHOL-FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic____)(foreign____) [check one] corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If not applicable, so state.)

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT: The business has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent, any fee or any other consideration contingent on the making of the Contract.

N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

(1) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(2) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

(3) The bidder or offeror warrants that, except as disclosed in §(4), below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

(4) The following facts or circumstances give rise (or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):

(5) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

O. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

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

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

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

P. ACKNOWLEDGMENT

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

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

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

Company Name: _____

FEIN No: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: **BC-20978-P**

**TECHNICAL & PRICE PROPOSAL
DUE DATE:** **WEDNESDAY, JULY 1, 2015 BY 2:00 P.M.**

RFP FOR: **THE CHOICE PROGRAM AT UMBC
FLYING FRUIT FANTASY CAFE**

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

- Addendum No. _____ dated _____
- Addendum No. _____ dated _____
- Addendum No. _____ dated _____
- Addendum No. _____ dated _____
- Addendum No. _____ dated _____

As stated in the RFP documents, this form is included in our Technical Proposal.

Signature

Name Printed

Title

Date

END OF FORM

**THE CHOICE PROGRAM AT UMBC - FLYING FRUIT FANTASY CAFÉ
RFP-BC-20978-P**

**APPENDIX B
CONTRACT FORMS**

*(These forms are presented here for information only and will be executed with the awarded firm only.
Do not include them in your proposal.)*

**STANDARD CONTRACT FORM
CONTRACT AFFIDAVIT FORM**

CONTRACT
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

SAMPLE

By this Contract, made as of the ___ day of _____, 2015, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, agent of the University System of Maryland, 1000 Hilltop Circle, Baltimore, Maryland 21250, and _____ (“Contractor”), for _____, the parties hereby agree as follows:

1. **TERM OF CONTRACT:** The term of this Contract shall begin on _____, 2015 and terminate on _____.
2. **SCOPE OF CONTRACT:** The Contractor's obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in RFP No. _____ and any amendments or changes thereto as well as the Contractor's proposal submitted in response to the aforementioned RFP (collectively referred to hereinafter as the “Contract Documents”). These obligations and duties are subject to the unilateral right of the University to order, in writing, changes in the work within the scope of the Contract.
3. **COMPENSATION AND METHOD OF PAYMENT:**
 - A. As compensation for satisfactory performance of the work described in Paragraph 2, above, the University will pay the Contractor \$_____.
 - B. The Contractor's Federal Tax Identification Number or, where applicable, Social Security Number is _____.
 - C. The Contractor shall be paid only for items or services that are specifically named in the Contract. No additional costs for items or services will be paid by the University without its prior express written consent.
4. **DELIVERY:** Delivery shall be made in accordance with bid/RFP specifications. The University reserves the right to test any materials, equipment, supplies or services delivered to determine if the specifications have been met. The materials listed in the specifications shall be delivered FOB the point or points specified prior to or on the date specified in the solicitation. Any material that is defective or fails to meet the terms of the specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejects shall be liable for any excess price paid for the replacement plus applicable expenses, if any.
5. **NON-HIRING OF EMPLOYEES:** No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.
6. **RESPONSIBILITY OF CONTRACTOR:**
 - A. The Contractor shall perform the services with that standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.
 - B. Notwithstanding any review, approval, acceptance or payment for the services by the University the Contractor shall be responsible for professional and technical accuracy of its work, design drawings, specifications and other materials furnished by the Contractor under this Contract.
7. **DISSEMINATION OF INFORMATION:**
 - A. During the term of this Contract, the Contractor shall not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the University.
 - B. The Contractor shall indemnify and hold harmless the University, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Contract by the Contractor, its agents or employees.
8. **OWNERSHIP OF DOCUMENTS AND MATERIALS:** The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs graphics, mechanical, artwork, and computations prepared by or for it under the terms of this Contract shall at anytime during the performance of the services be made available to the University upon request by the University and shall become and remain the exclusive property of the University upon termination or completion

of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by this Contract. The University shall be the owner for purposes of copyright, patent or trademark registration.

9. **PATENTS, COPYRIGHTS AND TRADE SECRETS:**

- A. If the Contractor furnishes any design, device, material, process or other item which is covered by a patent or copyright or which is deemed proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.
- B. Contractor will defend or settle, at its own expense, any claim or suit against the University alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the University due to such infringement and all attorneys' fees and litigation expenses reasonably incurred by the University to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in paragraph 16 below.
- C. If any products furnished by Contractor become, or in Contractor's opinion, are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the University the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item's specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.

10. **DISPUTES:** This Contract shall be subject to the provisions of University System of Maryland Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Any dispute that is not subject to the jurisdiction of the Maryland State Board of Contract Appeals, as provided in the University System Procurement Policies and Procedures, shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.

11. **NON-DISCRIMINATION IN EMPLOYMENT:** During the performance of this contract, the Contractor agrees as follows: (a) The Contractor will not discriminate against any employee, applicant for employment, or individual because of race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran's status, genetic information, and/or physical or mental handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, sexual orientation, gender identity or expression, marital status, national origin, veteran's status, genetic information, and/or physical or mental handicap; (b) The Contractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must, at minimum, contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined; (c) The Contractor will post in conspicuous places, available to employees, applicants for employment, and representatives of each labor union with which the covered Contractor has a collective bargaining agreement, notices setting forth the provisions of the nondiscrimination clause in subsection (a); (d) In the event of the Contractor's noncompliance with the nondiscrimination clause, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the University of Maryland Baltimore County (UMBC); and (e) The Contractor will include the provisions of paragraphs (a) through (d) in every subcontract so that such provisions will be binding upon each subcontractor or vendor.

12. **CIVIL RIGHTS ACT 1964:** Vendors and Contractors providing materials, equipment, supplies or services to the State under this Contract herewith assure the State that they are conforming to the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1988, and the Civil Rights Act of 1991, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.

13. **AFFIRMATIVE ACTION:** The Contractor and all subcontractors shall develop and maintain affirmative action plans directed at increasing the utilization of women and members of minority groups on State public works projects, pursuant to the Executive Order 11246 of the President of the United States of America and guidelines on Affirmative Action issued by the Equal Employment Opportunities Commission (EEOC) 29 C.F.R. part 1608 and the Governor of Maryland's Executive Order 01.01.1993.16.

14. **CONFLICT OF INTEREST LAW:** It is unlawful for any University officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, child, brother, or sister, has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party,

unless such officer, employee, or agent has previously complied with the provisions of Article 40A, §3-101 et seq of the Annotated Code of Maryland.

15. **CONTINGENT FEE PROHIBITION:** The Contractor, Architect, or Engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, Architect, or Engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
16. **INTELLECTUAL PROPERTY:** Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.
17. **SOFTWARE CONTRACTS:** [Delete if not applicable and insert "N/A"] As specifically provided by Maryland Code Annotated, Commercial Law Article, Section 21-104, the parties agree that this Contract shall not be governed by the Uniform Computer Information Transaction Act ("UCITA"), Title 21 of the Maryland Code Annotated, Commercial Law Article, as amended from time to time. This Contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland. Contractor agrees that, as delivered to the University, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data, or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its conditions, or manually on command of Contractor.
18. **EPA COMPLIANCE:** Materials, supplies, equipment and services shall comply in all respects with the federal Noise Control Act of 1972, where applicable. Power equipment, to the greatest extent possible, shall be the quietest available. Equipment certified by the US EPA as a Low Noise Emission Product pursuant to the Federal Noise Control Act of 1972 shall be considered to meet the intent of the regulation. The Contractor must supply and have immediately available to their employees spill containment equipment/supplies necessary to contain any hazards they may introduce to the job site. The Contractor is responsible for any and all costs incurred by the University in remediating spills or releases of materials he/she introduced onto the job site.
19. **TERMINATION OF MULTI-YEAR CONTRACTS DUE TO LACK OF APPROPRIATIONS:** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
20. **TERMINATION FOR DEFAULT:** If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University=s option, become the University=s property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor=s breach. If damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
21. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the

determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

22. **DELAYS AND EXTENSIONS OF TIME:** The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a State Contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a sub-contractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
23. **VARIATIONS IN ESTIMATED QUANTITIES:** [Delete is not applicable - if contract does not contain estimated quantity items.] No equitable adjustment shall be permitted in favor of either the State of Maryland or the Contractor in the event that the quantity of any pay item in this Contract is an estimated quantity and the actual quantity of such pay item varies from the estimated quantity stated in the Contract.
24. **LIQUIDATED DAMAGES:** [To be included where deemed appropriate by the Procurement Officer or insert "N/A"] Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that the due account shall be taken of any adjustment of the specified completion time(s) for completion of work as granted by approved change orders.
25. **SUSPENSION OF WORK:** The procurement officer unilaterally may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the University.
26. **PRE-EXISTING REGULATIONS:** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.
27. **FINANCIAL DISCLOSURE:** The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
28. **POLITICAL CONTRIBUTION DISCLOSURE:** The Contractor shall comply with Article 33, Sections 14-101 through 14-104, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
29. **RETENTION OF RECORDS:** The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.
30. **AUDIT:** The University reserves the right to request an independent review of the Contractor's financial operations and overall contract compliance ("Review"). The Review would be at the Contractor's expense and comprised of an agreed upon procedures engagement by an independent certified public accountant with a protocol acceptable to both parties at the time of the request.
31. **COMPLIANCE WITH LAWS:** The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
 - C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
 - D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.
32. **COST AND PRICE CERTIFICATION:** By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
- A. A negotiated contract, if the total contract price is expected to exceed \$100,000, or a small amount set by the procurement officer; or
 - B. A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.
 - C. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.
33. **TRUTH-IN NEGOTIATION CERTIFICATION:** [Mandatory provision for architectural services or engineering services contracts exceeding \$100,000. It shall be in substantially the same form as follows: or insert "N/A" if not applicable.] The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:
- A. the wage rates and other factual unit costs supporting the firm=s compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
 - B. if any items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
 - C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.
34. **PAYMENT OF UNIVERSITY OBLIGATIONS:** Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the University's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor's federal tax identification number. 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, as from time to time amended, are prohibited.
35. **SET-OFF:** The University may deduct from and set-off any amounts due and payable to the Contractor any back-charges or damages sustained by the University by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
36. **INDEMNIFICATION:** The University shall not assume any obligations to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract.
37. **PROHIBITION AGAINST SHIFTING MARYLAND INCOME TO OUT-OF-STATE AFFILIATES:** Contractor may not, for any period during the Contract term, seek to reduce the amount of Contractor's income subject to Maryland income tax by payments made to an affiliated entity or an affiliate's agent for the right to use trademarks, trade names, or other tangible property associated with Contractor. Contractor agrees that during the course of this Contract it shall not make any such royalty or similar payments to any affiliated company; and if any such royalty or similar payments are made, Contractor and the affiliated company shall file separate Maryland income tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

38. **USE OF CONTRACTOR'S FORMS NOT BINDING ON STATE:**
- A. The use or execution by the University of any forms, orders, agreements, or other documents of any kind, other than the Contract documents, used pursuant to or in the administration of any contract awarded by the University to the Contractor, shall not bind the University to any of the terms and conditions contained therein except those provisions:
- (1) Generally describing for the purposes of ordering: equipment or services to be provided, locations, quantities, delivery or installation dates, and, to the extent consistent with the Contract Documents, prices; and
 - (2) not otherwise inconsistent with the Contract Documents.
- B. Any such form, order, or others document shall not vary, modify, or amend the terms and provisions of the Contract Documents, notwithstanding any provision to the contrary in such document, unless all of the following conditions are met:
- (1) the document expressly refers to the particular document and provision of the Contract Documents being modified and plainly and conspicuously identifies any modifications thereto as a modification; and
 - (2) the document is executed on behalf of the University by the procurement officer; and
 - (3) execution of the document is approved by the procurement authority whose approval is required by law.
39. **ASSIGNMENT:** This Contract and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of the University.
40. **WAIVER OF JURY:** UNIVERSITY AND CONTRACTOR, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UNIVERSITY AND CONTRACTOR, WHO HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.
41. **MARYLAND LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law or choice of law principles.
42. **FORCE MAJEURE:** If either party's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond that party's control, then each party's obligations with respect to the affected performance(s) shall be excused and neither party will have any liability in connection therewith.
43. **SUCCESSORS AND ASSIGNS.** This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns. Successors and assigns shall agree to assume in writing the obligations under this Contract.
44. **COMPLIANCE WITH FERPA:** The University agrees that, for purposes of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) as amended ("FERPA"), the Contractor will be considered a contractor to whom functions and services have been outsourced by the University. As a result of these function and services, the Contractor might have access to educational records, as defined by FERPA. Contractor agrees that it shall not re-disclose personally identifiable educational records that it receives from the University pursuant to this Agreement, unless such disclosure is authorized to perform the functions and services provided through this agreement or is authorized under FERPA. Contractor expressly warrants and represents that it shall not use the student information or educational records provided by the University for any purpose other than to comply with the terms of this Agreement with the University. Contractor shall indemnify and hold harmless the University from and against any and all claims, suits, proceedings, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, attorney's fees, and other reasonable expenses of litigation, which may arise out of, relate to, or be a consequence of, an unauthorized disclosure of educational records. Contractor will, upon discovery, or receipt of notice, of a potential, or actual, material unauthorized disclosure of educational records, immediately report said occurrence to the University. Contractor will work with the University to remediate the unauthorized disclosure (or anticipated unauthorized disclosure) at the expense of Contractor. The terms of the remediation are the sole and exclusive determination of the University.

45. **SMOKE-FREE CAMPUS:** In an effort to provide a healthy, smoke-free environment for everyone on campus, and in accordance with USM policy, effective, July 1, 2013, UMBC has become smoke-free campus. The campus has provided two designated areas removed from major pedestrian traffic. All existing smoking urns have been removed, and new urns have been placed at each designated smoking area. Permanent smoking shelters will be installed during the fall semester. The two locations will be the Park Road Smoking Area, adjacent to Lots 1 and 3; and the Fine Arts Service Smoking Area, near the Fine Arts Building service area. To ensure that this policy is adhered to, individuals found in violation will be directed to review the smoking policy online at smokefree.umbc.edu. Those violating the policy after that will be subject to a fine. This new policy reflects a national movement to provide healthy, smoke-free environments on college campuses and brings UMBC in line with more than 800 colleges in the United States that are already smoke free.
46. **RESPONSIBILITY FOR TECHNOLOGY EXPORT CONTROL:**
- A. The Seller shall comply with all applicable U.S. export control laws and regulations in the performance of this Purchase Order and the distribution and use of resulting work products. Generally, U.S. export control laws and regulations apply to any shipment, transmission, transfer, or exposure to any foreign person, as defined in 22 CFR 120.16, of commodities (equipment, hardware, or material); technology (technical data, information, or assistance); and software (commercial or custom), regardless of where (inside or outside the United States) or how it may occur.
 - B. The Seller shall be responsible for obtaining the appropriate licenses or other approvals for exports of commodities, technology, and software, unless an exemption or exception applies. The Seller shall also be responsible for obtaining the appropriate licenses or other approvals before utilizing a foreign person or entity in the performance of this Purchase Order, including instances where the work is to be performed at the LLNL, where the foreign person or entity will have access to any information, technology, or software subject to export control.
 - C. The Seller shall be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions and exceptions.
 - D. The Seller shall ensure that the provisions of this clause apply to its subcontractors
47. **CONTRACT CONTROLS:** It is mutually agreed that any attached contract, or addenda thereto, by and between the University and the Contractor pertaining to this Contract is supplemental and subordinate to this University of Maryland, Baltimore County Contract. The terms and conditions of this University of Maryland, Baltimore County Contract shall, at all times and in all events and situations, be controlling.
48. **CONTRACT AFFIDAVIT:** The Contract Affidavit required by the USM Procurement Policies and Procedures, consisting of Authorized Representative statement, Certification of Corporate Registration and Tax Payment, and Certain Affirmations Valid is attached and is a part of this Contract that must be executed by an authorized representative of the Contractor.
49. **ENTIRE AGREEMENT:**
- A. This Contract constitutes the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.
 - B. Headings: All headings are for reference purposes only and must not affect the interpretation of this Contract. All references to days in this Agreement mean calendar days, unless otherwise expressly stated. All references to including mean including without limitation.
 - C. Partial Invalidity. Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.
 - D. Notices. Any notice required to be given hereunder shall be deemed to have been given either when served personally, by facsimile, or when sent by first class mail addressed to the parties at the addresses set forth in this Agreement.
 - E. Counterparts. This Contract may be executed simultaneously, in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to any other counterpart.
- (Signatures to be placed on the following page)

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on their behalf by the undersigned as of the date first shown above.

Contractor:

Witness

BY: _____
Signature

Typed/Printed Name

Title

Date

Telephone Number

University of Maryland Baltimore County

Witness

BY: _____
Signature

Typed/Printed Name

Title

Date

Telephone Number

(Revised 05/29/14)

CONTRACT AFFIDAVIT

(This affidavit is a mandatory contract addendum in accordance with USM Procurement Policies and Procedures, but it is only required from the successful Contractor.)

A. AUTHORIZED REPRESENTATIVE



I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic___) (foreign___) [check one] corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

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

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

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

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

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____ By: _____

Revised January 2013

**THE CHOICE PROGRAM AT UMBC - FLYING FRUIT FANTASY CAFÉ
RFP-BC-20978-P**

**APPENDIX C
PRICE PROPOSAL FORM**

APPENDIX C

PROPOSAL NO.: RFP-BC-20978-P
PRICE PROPOSAL DUE DATE: WEDNESDAY, JULY 1, 2015 BY 2:00 P.M.
PROPOSAL FOR: THE CHOICE PROGRAM AT UMBC – FLYING FRUIT
FANTASY CAFE

PROPOSER: _____

Federal Identification Number/Social Security Number: _____

PRICE PROPOSAL

DATE _____

Ms. Delores R. Pertee
University of Maryland Baltimore County
1000 Hilltop Circle, Administration Building #301
Baltimore, MD 21250

Dear Ms. Pertee,

The undersigned hereby submits the Price Proposal as set forth in RFP-BC-20978-P dated 06/16/15 and the following subsequent addenda:

Addendum _____ dated _____
Addendum _____ dated _____
Addendum _____ dated _____

We confirm that this Price Proposal is based on the Requirements per the RFP and any subsequent addenda as noted above.

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work as described in this RFP and subsequent Addenda as noted above. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of this RFP including any issued addenda. Proposers are cautioned to verify their final proposals prior to submission, as UMBC cannot be responsible for Proposer's errors or omissions. Any price proposal that has been accepted by UMBC may not be withdrawn by the Contractor.

Complete the Charts on the following page.

PROPOSAL NO.: RFP-BC-20978-P
PRICE PROPOSAL DUE DATE: WEDNESDAY, JULY 1, 2015 BY 2:00 P.M
PROPOSAL FOR: THE CHOICE PROGRAM AT UMBC – FLYING FRUIT FANTASY CAFE

PROPOSER: _____

1. COMPLETE THE CHART BELOW:

All locations are in Baltimore, Maryland; All quantities are the estimated minimum number of cases, PER WEEK. Quantities will vary based on sales, season, etc.

All prices must include shipping/delivery.

	Qty.	500 Light Street	Qty.	333 W. Camden Street	971 Seagull Avenue	Qty.	FFF Café 1401 N. Charles Street
Fruit Shakes	8		5		This location	8	
Smoothies					Has a freezer		
Frozen Yogurt	4			XXXXXX	And warehouse	4	
Coffee	1			XXXXXX	Space for storage		XXXXXXXXXX
Bottled Drinks	Water; 10; soda 16			XXXXXX	To support The Kiosk or		Water 20; soda/teas - 16
Bagged & Prepackaged snacks	1			XXXXXX	Any of the		
Baked Goods	125 servings per day			XXXXXX	locations		
Training / Education							
# hours of training							
Other costs:							
Sub-Total							

LUMP SUM TOTAL (for all locations) \$ _____

Written in words:

Hourly Rate for additional training (as needed) :\$ _____

PRICE PROPOSAL

Page 2 of 3

We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP documents, and that the Proposal Affidavit submitted as part of the original technical proposal remains in effect. The evaluation and subsequent final ranking of proposals will be in accordance the RFP documents. We understand that **technical weighs greater than cost.**

We further understand that this Price Proposal includes all costs associated with the provision of the Services per this RFP. We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document.

We further confirm that the key personnel named within our Technical Proposal will be assigned to the UMBC Contract for the duration of this contract. We understand that no changes in this assignment will be allowed without written authorization from the University via contract amendment prior to such changes being made.

The Proposer represents, and it is a condition precedent to acceptance of this proposal, that the Proposer has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: _____ FIRM NAME _____
ADDRESS _____
TELEPHONE NO. _____
SIGNED _____
Printed Name _____
Title: _____

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co - Partnership)

ADDRESS _____
In Presence of Witness: TELEPHONE NO. _____
_____ as to BY _____
(Partner)

Printed Name: _____
_____ as to BY _____
(Partner)

Printed Name: _____
_____ as to BY _____
(Partner)

C. CORPORATE PRINCIPAL

Printed Name: _____

(Name of Corporation)

ADDRESS _____

TELEPHONE NO. _____

Attest:

[Printed Name of Corporate (or Assistant Corporate) Secretary]

[Corporate (or Assistant Corporate) Secretary Signature for Identification]

BY:

Signature of Officer and Title

Printed Name

Title

END OF PRICE PROPOSAL FORM

END OF RFP DOCUMENTS