



REQUEST FOR PROPOSAL
FOR
CATERING SERVICES

RFP NUMBER: BC-21415-C

ISSUED: JANUARY 8, 2025

Procurement/Issuing Office:

Department of Procurement & Strategic Sourcing
University of Maryland, Baltimore County
Administration Building, 7th Floor
1000 Hilltop Circle
Baltimore, MD 21250

Prospective bidders/offerors are encouraged to regularly visit the University's Department of Procurement & Strategic Sourcing website, e-Maryland Marketplace Advantage (eMMA) to ensure receipt of any addenda and other updates related to this solicitation. The links to these resources are provided below:

- UMBC Bid Board - <https://procurement.umbc.edu/bid-board/>
- eMaryland Marketplace Advantage (eMMA) - <https://emma.maryland.gov>

MINORITY, WOMEN AND SMALL BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

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Key Information Sheet & Solicitation Schedule

Request for Proposals	Catering Services
Solicitation Number:	BC-21415-C
RFP Issue Date:	January 8, 2025
Procurement Officer:	David Clurman clurman@umbc.edu
Technical Proposals are to be sent to:	Technic.zglqn885nydvnj8j@u.box.com
Price Proposals are to be sent to:	Instructions will be provided to shortlisted firms
Pre-Proposal Conference:	Tuesday, January 14, 2025 at 3:00pm at this link
Questions Due Date & Time:	Tuesday, January 21, 2025 at 11:59pm Submit Questions to: Solicitation Questions
Technical Proposal Due Date & Time: (Not a Public Bid Opening)	Friday, February 7, 2025 at 11:59pm
Oral Discussions and Tasting Placeholder Dates	Thursday, March 27, 2025 and Friday, March 28, 2025
Price Proposal Due Date & Time	Monday, April 7, 2025 at 11:59pm
Minority Business Enterprise (MBE) Subcontracting Goal:	15%
Certified Local Farm and Fish Program participation Goal:	20%
Contract Type:	Indefinite delivery, indefinite quantity
Term of Contract:	Three (3) years plus option to renew for two (2) additional two-year terms
Anticipated Contract Start:	June 1, 2025
Primary Places of Performance:	UMBC Campus in Catonsville and Rita Rossi Colwell Center in downtown Baltimore

1. Overview for Offerors

1.1. Summary Statement

- 1.1.1.** The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, an agency of the state of Maryland (herein referred to as the “University” or “UMBC seeks full catering services for a variety of business catering needs on an “as needed” basis. Catering services is defined as the preparation, delivery, and setup of food and beverages for events. On-going service (refreshing food and beverages) may be required during events, as well as cleaning up when the event is over.
- 1.1.2.** UMBC intends to make multiple awards as a result of this RFP. This will be an Indefinite Delivery Indefinite Quantity (IDIQ) contract. UMBC reserves the right to authorize services as may be required during the contract period and also reserves the right to not authorize any services or materials. UMBC does not guarantee a dollar amount will be met or exceeded, nor can UMBC guarantee any minimum dollar amount to any Contractor.
- 1.1.3.** Awarded firms will be the exclusive provider of full catering services to the UMBC campus. Food may be requested by campus through means other than standard catering services.
- 1.1.4.** The contract shall be in effect for three (3) years unless otherwise extended, expired, or terminated pursuant to the contract. The contract may be renewed by UMBC at its sole discretion for two (2) additional two-year terms.
- 1.1.5.** UMBC reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. A copy of the contract pricing and the solicitation requirements incorporated in this contract will be supplied to requesting agencies. Each participating agency shall enter into its own contract with the supplier. UMBC does not assume any responsibility other than to obtain pricing for the specifications provided.
- 1.1.6.** UMBC will facilitate the physical setup of the space for catered events and communicate directly with successful contractors about any special requirements. This includes setup of trash, compost, and recycling bins.
- 1.1.7.** This solicitation shall be conducted in accordance with the University System of Maryland (USM) Board Regents Procurement Policies and Procedures.

1.2. Background

Established in 1966, the University of Maryland, Baltimore County (UMBC) is one of twelve institutions that, along with two regional centers, constitute the University System of Maryland. UMBC is located on 482 acres with 4.2 million gross square feet and only 15 minutes from Baltimore’s Inner Harbor and 30 minutes from Washington, D.C. and five minutes from BWI Airport.

UMBC combines the emphasis on teaching found at the best liberal arts colleges with the innovation of a research university. UMBC's students take full advantage of the educational, business, cultural, and recreational resources of Baltimore and Washington, D.C. At UMBC, students work alongside faculty who are leaders in their fields; think about the hard questions of society, science, and creative expression; and then move beyond the classroom to make a difference.

UMBC is increasingly recognized as a major resource for building the State's economy and addressing its social concerns. More than 70% of UMBC's 90,000 active alumni live and work in Maryland, contributing significantly to the State's economic and social vitality. In Fall 2024, UMBC had 13,906 enrolled students of which 56% are minority enrollments from nearly all 50 states and 17.8% are international enrollments from over 100 nations, creating a richly diverse student body.

Nearly seven percent of assignable space is dedicated to research laboratory facilities, a reflection of UMBC's designation as a Doctoral University with Very High Research Activity – also known as R1 – in the 2022 Carnegie Classification of Institutions of Higher Education, which places UMBC among the top 146 research universities in the nation.

1.2.1. Current Environment: Members of the UMBC community work with six contracted caterers to meet the needs of their events. Approximately \$1,300,000 was spent during 2024 with our contracted firms and of this total 30% of the dollars spent was for orders less than \$1,000. Approximately 93% of the total number of transactions were for less than \$1,000.

1.3. Minimum Qualifications

1.3.1. The Offeror shall have at least 3 years' experience providing the requested services and shall provide at least three (3) references from organizations of similar size and scope to the UMBC. These references should demonstrate the Offeror's experience and successful performance in providing comparable services. Each reference must include the organization's name, a brief description of the services provided, the timeframe of the engagement, and contact information (including name, title, phone number, and email address) for the individual who can verify the services rendered.

1.3.2. The Offeror shall comply with all applicable health and safety codes and regulations. As proof of meeting this requirement, the Offeror shall provide with its Proposal a copy of the firm's Health Department License.

1.3.3. UMBC reserves the right to verify all information provided, as well as to consult any other sources available including any person or persons associated with the references provided or the project cited as a reference. UMBC also reserves the right to request additional references or contact any known firm associated with

the Offeror, as well as itself even if not provided as a reference by the Offeror. References will be held in the strictest of confidence.

2. Contractor Requirements: Scope of Services

2.1. UMBC Locations

- 2.1.1.** Most catered events under this contract will be held on the UMBC campus, located at 1000 Hilltop Circle, Baltimore, MD 21250. The primary campus locations include, but are not limited to, the following: (1) AOK Library, (2) University Center Ballroom, (3) 4th floor of the Information Technology & Engineering (ITE) Building, (4) The Commons, and (5) The “RAC” (see UMBC campus map available at www.umbc.edu).
- 2.1.2.** Awarded firms may be requested to provide catering services on a case-by-case basis at these additional locations:
 - 2.1.2.1.** The Rita Rossi Colwell Center, located at 701 E Pratt St, Baltimore, MD 21202.
 - 2.1.2.2.** The Universities of Shady Grove, located at 9636 Gudelsky Dr, Rockville, MD 20850, though this service would be non-exclusive.

2.2. Parking for Delivery & Pick-Up

Permits are not needed if delivery occurs to UMBC Campus in a vehicle that is branded by the Catering Firm. Vehicles cannot drive on sidewalks, double-park, or park in handicapped spots (unless the driver/vehicle has the appropriate permit). For more information, please refer to website: <http://www.parking.umbc.edu/>.

2.3. Point-of-Contact

Under Item 4.2.2.7.3, “Key Personnel”, this person will be the “point-of-contact” for the University when dealing with your firm. Please ensure that the individual you select for this position can address the many varied issues that may arise under this contract.

2.4. Scope of Services

The awarded firms shall provide the following services under this contract:

- 2.4.1.** A variety of menus (breakfast, lunch, dinner, reception, etc.), fresh high-quality foods, non-alcoholic beverages, special dietary menus (kosher, vegetarian, vegan, halal, gluten-free, dairy-free, etc.) and related serving supplies (Note: no alcoholic beverages may be purchased under this contract where State funds are used). UMBC shall reserve the right to customize menus.
- 2.4.2.** Food service offerings that reflect cultural diversity and have been tailored to meet regional and client-centered preferences.
- 2.4.3.** On-time delivery and service and tastefully presented quality and healthy products delivered by a professional associate.
- 2.4.4.** Equipment for maintaining food temperature during transporting and on-site in accordance with all applicable health and safety codes and regulations.

- 2.4.5.** All necessary serving equipment required for catered events. This includes, but not limited to: Chafing dishes, fuel for maintaining food temperature, beverage dispensers, etc. All equipment shall be clean, in good working condition, and appropriate for the nature of the event.
- 2.4.6.** Inside delivery and set-ups as requested (which may include tables, chairs, linens and decoration). The University has a small inventory of chairs and tables. Not all these resources may be available at one given time based on other events that may be scheduled, however, the firm(s) may coordinate their needs with the contracting university department contact person who can add the request to their space request. Notwithstanding, awarded vendors will still be required to provide inventory of chairs and tables as needed.
- 2.4.7.** Experienced, courteous customer service to assist with catering affairs and bookings. Offeror shall be responsible for training staff as well as specifying attire and professional standards for the staff.
- 2.4.8.** Clean-up, trash removal and proper disposal of waste. In alignment with Maryland's Food Residuals Law the diversion of food waste should include both pre-consumer and post-consumer residuals. Information about this law can be found at:
<https://mde.maryland.gov/programs/land/RecyclingandOperationsprogram/Pages/Solid-Waste-Management---Organics-Recycling-and-Waste-Diversion---Food-Residuals.aspx#who>.
- 2.4.9.** Signage as needed to identify the food being served and the location of food venues, if applicable. For every event, the caterer will provide and display a table sign/tent (approximately 4" x 8") with every order with a disclaimer such as this: "IF YOU HAVE FOOD ALLERGIES, PLEASE BE ADVISED THIS FOOD IS PROVIDED BY A CATERER. IT MAY CONTAIN NUTS, NUT PRODUCTS, AND/OR OTHER FOOD ALLERGENS." In addition, items served should have a label indicating what it is and if the food is halal, kosher, vegan, vegetarian, nut-free, dairy-free, certified local, etc.).
- 2.4.10.** Properly execute catering events to the University's satisfaction.
- 2.4.11.** Use of eco-friendly serving supplies and packaging (e.g., compostable or recyclable materials) are encouraged.
- 2.4.12.** In addition to other requirements, the awarded firms shall maintain all insurances, licenses, and permits necessary to comply with all local, state and federal regulations pertaining to catering/food service operations inclusive of food products liability insurance, if not included in the Comprehensive, with limits of not less than \$1,000,000 for each person and \$5,000,000 for each accident.
- 2.4.13.** Provide to UMBC Procurement a copy of the firm's Health Department License as evidence of its compliance with health and safety codes and regulations.
- 2.4.14.** Provide Banquet Event Order Forms that are "event" specific and do not include any terms & conditions. These forms will be signed by the departments making the arrangements.

- 2.4.15.** Submit all “Final” counts for the events will be due three (3) working days before the event.
- 2.4.16.** Ensure all core positions for the catered event are filled by direct employees of the catering firm.
- 2.4.17.** Coordinate with staff from University’s Event & Conference Services for access to the buildings, time of delivery of goods and services, the number of tables, chairs, and trash, compost, and recycling bins (if any), and the approximate time needed for the set-up and clean-up afterwards. Firms are to provide the event coordinator with a copy of their orders prior to confirmation so they can confirm that the University Group/Department has the space reserved, as well as a separate prep area.
- 2.4.18.** Abide by the UMBC Policy on Facilities Use (Attachment O) and the UMBC Policy on Alcoholic Beverages at Scheduled Events (Attachment P).
- 2.4.19.** Certified Local Farm and Fish Program participation goal of 20 percent of the total contract dollar amount has been established for this food procurement. By submitting a response to this solicitation, the bidder or Offeror agrees to strive towards achieving that the percentage of the total dollar amount of the contract for food procurement will be performed by Certified Local Farms or Certified Chesapeake Invasive Species Providers. A list of those providers can be found at https://onestop.md.gov/list_views/614dfe15b1189b02738fc2f5. Furthermore, the Offeror agrees to provide all information and data necessary to the procuring agency, as requested, to satisfy its reporting requirements to the Office for the Certified Local Farm and Fish Program.

2.5. Invoicing and Payment

- 2.5.1.** Payment will be made by event in accordance with the terms and conditions set forth in the Contract. Any deposits that are required before the date of the event will not be more than 20% of the total event cost
- 2.5.2.** Payments to the Contractor pursuant to the Contract shall be made no later than 30 days after UMBC's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor's federal tax identification number.
- 2.5.3.** All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. UMBC is generally exempt from such taxes and Contractor agrees not to charge UMBC for such taxes in accordance with applicable law. UMBC will provide exemption certificates upon request. Charges for late payment of invoices are prohibited.
- 2.5.4.** There shall be no reimbursement for parking expenses.
- 2.5.5.** An alternate method of payment as compensation for satisfactory performance of the work described in this RFP for all invoices equal to, or under the amount of, \$5,000.00 will be to pay the Contractor via the University Purchasing Card.

2.6. Security Requirements

- 2.6.1.** Upon request of UMBC personnel, each Contractor Personnel shall provide photo identification. Contractor Personnel shall cooperate with UMBC site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for UMBC badge issuance, if needed.
- 2.6.2.** Contractor shall remove any Contractor Personnel from working on the Contract where UMBC determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.

2.7. Problem Escalation Procedure

The Contractor must maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during performance of the contract and how resolution will be communicated to UMBC.

2.8. Substitution of Personnel

- 2.8.1.** All subcontractors shall be identified and a complete description of their role relative to the proposal shall be included in the Offeror's proposal.
- 2.8.2.** Key Personnel identified in the Offeror's proposal may not be substituted, removed, or added throughout the duration of the contract, without the prior written consent of UMBC.
- 2.8.3.** Offeror shall demonstrate to the Procurement Officer's satisfaction that the proposed substitute has qualifications at least equal to those of the Key Personnel proposed to be replaced.

2.9. Minority Business Enterprise (MBE) Reports

- 2.9.1.** If this solicitation includes an MBE Goal, the Contractor shall:
 - 2.9.1.1.** Submit a report to the MBE Liaison officer once per quarter identifying all non-MBE subcontractor payments, MBE subcontractor payments, and all outstanding invoices for subcontractors. This shall include Contractor's self-performing work if such work can be counted towards MBE participation goals.
 - 2.9.1.2.** Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, type of work performed by each, and actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

2.10. Assignment of Work

- 2.10.1.** UMBC may award to multiple qualified providers on an IDIQ basis. As a result, UMBC may utilize a Work Order or Request for Quote (RFQ) for the provision of services under the scope of this RFP. However, UMBC is not required to utilize these methods, and may select from the list of qualified firms based upon

current needs, capabilities, availability, or any other factors which are determined to be in the University's best interest. No Contractor will be guaranteed a minimum amount of service as a result of this contract.

- 2.10.2.** Should UMBC issue a Work Order or RFQ, the request will include:
- 2.10.2.1.** Technical requirements and description of services needed;
 - 2.10.2.2.** Due date and time for submitting a response to the request; and
 - 2.10.2.3.** Required place(s) where the work will be performed.
- 2.10.3.** The Contractor(s) shall email a response to the Procurement Officer or Project Manager within the specified timeframe and include at a minimum:
- 2.10.3.1.** A response that details the Contractor's understanding of the work;
 - 2.10.3.2.** A price to complete the request.

3. Procurement Instructions

3.1. Pre-Proposal Conference

- 3.1.1.** A pre-proposal conference will be held at the date, time and location indicated on the Key Information Sheet.
- 3.1.2.** Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend to facilitate better preparation of their Proposals.

3.2. Questions and Addenda

- 3.2.1.** Questions and inquiries shall be submitted to the Issuing Office no later than the date and time indicated in the Solicitation Schedule. All questions on this procurement are to be submitted in an online form via [Solicitation Questions](#).
- 3.2.2.** Should an Offeror find discrepancies in the RFP documents or be in doubt as to the meaning or intent of any part thereof, the Offeror must, prior to the question deadline listed in the Solicitation Schedule, request clarification from the Issuing Office, who will issue a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Offeror for expense made necessary by reason of later interpretation of the RFP documents by the University. Requests shall include the RFP number and name.
- 3.2.3.** Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on the University's bid board. The Offeror shall acknowledge the receipt of all addenda in the Acknowledgement of Receipt of Addenda Form (Attachment I).

3.3. Proposal Due Date and Time

- 3.3.1.** The Technical and Price Proposals shall be submitted via email to the Box address provided in the Solicitation schedule with the email time log no later than the date and time indicated in the Solicitation Schedule.
- 3.3.2.** Offerors shall allow sufficient time in submitting responses to the RFP to ensure timely receipt by the Issuing Office via the Box site. Offerors should receive an automatically generated verification from Box when the file has successfully

uploaded. Offerors that do not receive verification should immediately contact the Issuing Office to confirm that their response has been received.

3.3.3. Any proposal, request for modification, or request for withdrawal that is not received at the designated location, time, and date set forth in the Solicitation Schedule will be deemed late and will not be considered. Delivery of the proposal to the specified location at the prescribed time and date is the sole responsibility of the Offeror.

3.4. Multiple or Alternate Proposals

Offerors may not submit more than one (1) proposal, nor may Offerors submit an alternate to this RFP.

3.5. Award Basis

Contract(s) shall be awarded to the responsible Offeror(s) submitting the proposal that has been determined to be the best value to UMBC, considering price and evaluation factors set forth in this RFP. Award of this contract will not be final and complete until after: (1) the Contractor submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (2) the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required.

3.6. Site Investigation

By submitting a proposal, the Offeror acknowledges that the Offeror has investigated and been satisfied as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the Offeror to become acquainted with the available information will not relieve the Offeror from responsibility for estimating properly the cost of successfully performing the work. The University shall not be responsible for any conclusions or interpretations made by the Offeror of the information made available by the University.

3.7. Oral Discussion/Food Tasting Session

3.7.1. Only those Offerors who are shortlisted based upon the initial proposal evaluation will be requested to attend an Oral Discussion/Food Tasking Session at the University. Oral discussions are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's proposal. The Procurement Officer will notify Offerors of the time and place of the Oral Discussion/Food Tasting Session, though they are anticipated to occur on Thursday, March 27, 2025 and Friday, March 28, 2025. **Offerors are advised to set these dates aside in their entirety so as to avoid any conflicts.**

- 3.7.2.** The proposed Key Personnel identified in the Technical Proposal for this contract **must** attend the Oral Discussion/Food Tasting Session.
- 3.7.3.** At the time these Sessions are scheduled, the University will confirm in writing with each Offeror the specifics of these sessions inclusive of the topics, time periods, and location.
- 3.7.4.** The Oral Discussion/Food Tasting Session forum will be informal as the University is **not** interested in a marketing presentation; rather, the University is requesting an opportunity to meet the Offeror's key people as well as view and sample its products.
- 3.7.5.** Upon completion of the Oral Discussion/Food Tasting Sessions, the University will conduct the Second Phase Evaluation.

3.8. Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for 120 days following the proposal due date and time, or best and final offers if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

3.9. Modifications and Withdrawals of Proposals

Withdrawal of, or modifications to, proposals are effective only if written notice is filed to the Issuing Office prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company. No withdrawal or modifications will be accepted after the time proposals are due.

3.10. Cancellations

The University may cancel this RFP, in whole or in part, at any time before the awarding a contract.

3.11. Proposal Acceptance

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; to waive minor irregularities; or to negotiate with all responsible Offerors, in any manner necessary, to serve the best interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all.

3.12. Confidential/Proprietary Information

Offerors should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State under the Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland. Proposals are not publicly opened. Offerors must clearly indicate each and every section that is deemed to be confidential,

proprietary or a trade secret. It is not sufficient to preface the entire proposal with a proprietary statement.

3.13. Incurred Expenses

The University will not be responsible for any costs incurred by any firm in preparation and submittal of a proposal.

3.14. Debrief

A debriefing of an unsuccessful Offeror shall be conducted upon written request submitted to the procurement officer within 10 days after the Offeror knew or should have known its proposal was unsuccessful. The debriefing shall be limited to discussion of the unsuccessful Offeror's proposal only and shall not include a discussion of a competing Offeror's proposal. Debriefings shall be conducted at the earliest feasible time. A summarization of the procurement officer's rationale for the selection may be given.

3.15. Acceptance of Terms and Conditions

By submitting a proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the contract, attached hereto as Attachment Q. Any exceptions to this RFP or the contract shall be clearly identified in the Executive Summary of the Technical Proposal. All exceptions will be taken into consideration when evaluating the Offeror's proposal. UMBC reserves the right to accept or reject any exceptions.

3.16. Proposal Affidavit

A Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as Attachment D of this RFP.

3.17. Arrearages

By submitting a response to this solicitation, a firm 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.

3.18. Incorporation by Reference

The terms of this solicitation and any amendments thereto are made a part of this Contract.

3.19. Conflicting Terms

Any proposal for terms in addition to or different from those set forth in this solicitation (or purchase order) or any attempt by the Offeror to vary any of the terms of this offer by the Offeror's acceptance shall not operate as a rejection of this officer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall

be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Offeror without the additional or different terms. If this solicitation (or Purchase order) is an acceptance of a prior offer by the Offeror, the acceptance is expressly conditioned upon Offeror's assent to any additional or different terms contained herein. The Offeror understand and agrees that the terms and conditions of this solicitation may not be waived.

3.20. Payments by Electronic Funds Transfer

- 3.20.1.** If the annual dollar value of this contract exceeds \$200,000.00, the Contractor is advised that the State may utilize electronic funds transfer to process payments to the Contractor and any other payments due from the State. Exemptions from EFT payment may be granted only by the State's Comptroller's Office.
- 3.20.2.** By submitting a response to this solicitation, the Offeror agrees to accept payments by EFT. The selected Offeror shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.
- 3.20.3.** The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland:
<https://www.marylandtaxes.gov/divisions/gad/eft-program.php>

3.21. MBE Participation Goal

- 3.21.1.** Establishment of Goal and Subgoals
- 3.21.1.1.** An overall MBE subcontractor participation goal as identified in the Key Information Sheet has been established for this procurement, representing a percentage of the total contract dollar value, including all renewal option terms, if any, has been established for this procurement.
- 3.21.1.2.** Notwithstanding any subgoals established for this RFP, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
- 3.21.1.3.** By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises or requests a full or partial waiver of the overall goal and subgoals.
- 3.21.2.** A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. **Only MDOT-Certified MBEs may be used to meet the MBE subcontracting goals.**

3.21.3. MBE Forms

Form Name	Meeting MBE Goal(s)	Requesting PARTIAL Waiver	Requesting FULL Waiver
MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule, PART 1	Submit with Proposal	Submit with Proposal	Submit with Proposal
MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule, PART 2	Submit with Proposal	Submit with Proposal	Submit with Proposal
MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule, PART 3	Submit with Proposal	Submit with Proposal	N/A
MBE Subcontractor Waiver Request	N/A	Submit with Proposal	Submit with Proposal
Certified MBE Participation Certification	Submit within 10 days of Notice of Potential Award	Submit within 10 days of Notice of Potential Award	N/A

3.21.4. All documents completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto.

3.22. Conflict of Interest Affidavit and Disclosure

- 3.22.1.** The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (Attachment N) and submit it with its Proposal.
- 3.22.2.** By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest.
- 3.22.3.** Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract.
- 3.22.4.** Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.”

4. Proposal Format

4.1. Two-Part Submission

Offerors shall submit proposals in separate volumes to the Box addresses listed in the Key Information Sheet of this RFP.

4.2. Volume I – Technical Proposal

4.2.1. Omit all pricing information from the Technical Proposal (Volume I). Include pricing information only in the Price Proposal (Volume II).

4.2.2. The Technical Proposal shall include:

4.2.2.1. Cover Letter

4.2.2.2. Claim of Confidentiality: Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Cover Letter in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included. The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.

4.2.2.3. Exceptions: Any exception to a requirement, term or condition must be clearly identified in the Technical Proposal.

4.2.2.4. Statement of Approach: The Offeror is to provide a narrative describing how its proposed services will meet or exceed each of the requirements of the scope of work. The Offeror is to provide an approach that addresses specific methodologies and techniques to be used in complying with both Mandatory Requirements and Optional Services. The purpose of this narrative is not only to demonstrate the firm's approach to the tasks, but also to display full comprehension of the services to be provided in the scope of work. This plan should be in sufficient detail to permit proper evaluation by UMBC. Submittals that concisely present the information requested in the order and the manner requested will be considered more favorably than a submittal from a Offeror of commensurate qualifications that displays a lack of organization, conciseness, or attention to detail.

4.2.2.5. Management Plan: The Offeror shall describe how the tasks in the scope of work will be managed. The Management Plan should include an organizational chart showing the organization and reporting relationships for key project personnel and any subcontractor(s), as well as a description of service management and control mechanisms. The Management Plan should also discuss mechanisms for ensuring the efficient management of resources, the quality of all work, on-time

completion of tasks and deliverables, and a productive working relationship with UMBC and stakeholders.

- 4.2.2.6. Problem Escalation Procedures:** The Offeror shall include a Problem Escalation Procedure that includes, at a minimum, names, titles, and contact information of individuals to be contacted by UMBC should problems arise under the Contract and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner.
- 4.2.2.7. Offeror Qualification and Capabilities**
 - 4.2.2.7.1. Firm Profile & Experience:** Using the form in Attachment E, provide requested information about the Firm. In addition, list three (3) engagements similar in size and scope to the services requested in this RFP. At least two of the three, and preferably all three, should be with a public university or federal or state agency and should be within the last three (3) years. The project submission shall include the following:
 - 4.2.2.7.1.1. Service name and location**
 - 4.2.2.7.1.2. Contact person, email address, and telephone number**
 - 4.2.2.7.1.3. Service start date and end dates**
 - 4.2.2.7.1.4. Service description/scope of services**
 - 4.2.2.7.1.5. Dollar value of the contract**
 - 4.2.2.7.1.6. Names of key personnel and their assigned role**
 - 4.2.2.7.1.7. Similarities of the service to this scope of services**
 - 4.2.2.7.2. Firm References:** Using the form in Attachment F, provide three (3) references who can attest to the Offeror's experience and capabilities. References may be inclusive of those included in Attachment E.
 - 4.2.2.7.3. Key Personnel:** Using the form in Attachment G, the Offeror must designate the Director of Catering and other Key Personnel for this service, including the following information on each and appending C.V.s:
 - 4.2.2.7.3.1. Educational background**
 - 4.2.2.7.3.2. Employment background**
 - 4.2.2.7.3.3. Prior relevant project experience**
- 4.2.2.8. Financial Stability of the Offeror:** Using the form in Attachment H, the Offeror must attest to financial solvency and the financial ability of its organization to handle the requirements of this contract. Further, the Offeror should provide information on any current public notices pertaining to the financial position of the firm and/or any outstanding judgments, lawsuits, or mergers/acquisitions in process or under

consideration. UMBC reserves the right to request audited financial statements for the past three (3) years to validate the firm's responses.

- 4.2.2.9.** Conflicts of Interest: Using the form in Attachment N, the Offeror must disclose any contractual relationships of the Offeror, its parent organization (if applicable), and any subsidiaries of the Offeror or its parent organization within the past three years that result in a conflict of interest.
- 4.2.2.10.** Insurance: Provide a copy of a Certificate of Insurance verifying your firm's coverage for Commercial General Liability, Excess Liability, Workmen's Compensation, and Automobile Liability inclusive of food products liability insurance, if not included in the Comprehensive, with limits of not less than \$1,000,000 for each person and \$5,000,000 for each accident.
- 4.2.2.11.** Acknowledgement of Receipt of Addenda: The bidder must acknowledge receipt of solicitation addenda using the form found in Attachment I.
- 4.2.2.12.** Signed Bid Proposal Affidavit (Attachment D).
- 4.2.2.13.** Interview/Food Tasting Session: Only those Offerors who are short-listed, based on the Initial Technical Proposal evaluation, will be requested to attend an Interview/Food Tasting Session at the University. The Interview/Food Tasting Session will be informal as the University is not interested in a marketing presentation; rather, the University is requesting an opportunity to meet the Offeror's key people as well as view and sample its products. Upon completion of the Interviews/Food Tasting Sessions, the University will conduct the Second Phase Evaluation. The date and time of the Interview/Food Tasting Session will be set by the University upon completion of the initial proposal evaluation, however, these sessions are anticipated to be held on Thursday, March 27, 2025 and Friday, March 28, 2025. Offerors are advised to set these dates aside to avoid any conflicts. The actual time on this date/time will be verified with the applicable Offerors at the time it is requested. The time and date is at the sole discretion of UMBC. The purposes of the Interview/Food Tasting Sessions are as follows:
- 4.2.2.13.1.** to allow the University to meet the Offeror's key people who will interact with the University should the Offeror be awarded a contract;
- 4.2.2.13.2.** for the Offeror to present a variety of foods for which the Offeror finds represents the type, variety and quality of the food they would provide under this catering contract; and,
- 4.2.2.13.3.** to provide an opportunity to clarify the scope of services for this contract and the Price Proposal form.

4.3. Volume II – Price Proposal

- 4.3.1.** Price Proposals are not requested at the time of submission of the Technical Proposal. Rather, Price Proposals will be requested only from those Offerors who are shortlisted after the Second Phase Technical Evaluation. At the time requested, the final Price Proposal form will be provided through an addendum to the applicable Offerors to be due by the date and time in the Key Information Sheet. A sample Price Proposal form is included in Appendix C for information only.
- 4.3.2.** In addition to submitting the completed Price Proposal, the Offeror should be prepared to also submit:
- 4.3.2.1.** Priced Menus: Offerors are to provide one (1) set of their Priced Menus for all catered services to include, but not be limited to, business meetings, dinners, picnics, receptions, and formal events.
- 4.3.2.2.** Quoted percentage Discount: Offerors are to quote a percentage discount off the current prices listed in the Priced Menus.
- 4.3.2.3.** Additional Mandatory Charges: Offerors are to identify any mandatory gratuity, delivery, service charges or other additional charges that are NOT included in the quoted pricing above.
- 4.3.2.4.** Charges for Tables and Chairs: Offerors are to quote the price for the provision of tables and chairs above the University’s inventory of tables and chairs.
- 4.3.3.** The Offeror shall complete the Price Proposal Form only as provided in the Price Proposal Instructions and the Price Proposal Form itself. Do not amend, alter, or leave blank any items on the Price Proposal Form or include additional clarifying or contingent language on, or attached to, the Price Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by UMBC.
- 4.3.4.** Price Proposals will be opened privately.

5. Evaluation and Selection Process

5.1. Evaluation Committee

- 5.1.1.** Evaluation of Proposals will be performed by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror Interview/Tasting Sessions, and provide input to the Procurement Officer.
- 5.1.2.** During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

5.2. Technical Proposal Evaluation Criteria

- 5.2.1.** Proposals shall be initially reviewed for compliance with the solicitation requirements. Failure to comply with the solicitation requirements may result in the proposal being deemed not reasonably susceptible of being selected for

award" and will not progress further in the procurement. Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured whenever it is determined to be in the University's best interest.

- 5.2.2.** A shortlist will be developed based on the Initial Technical Evaluation results. Upon completion of the Initial Technical Evaluation, Offerors will be notified as to the results of the Initial Technical Evaluation of their firm's technical proposal. Only shortlisted firms will advance in the procurement process.
- 5.2.3.** The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.
 - 5.2.3.1.** Oral Discussion/Tasting Session – 40% (only those Offerors who move beyond the Initial Technical Evaluation will be evaluated on this criteria)
 - 5.2.3.2.** Offeror's Technical Response to Requirements – 30%
 - 5.2.3.3.** Experience and Qualifications of Proposed Staff – 15%
 - 5.2.3.4.** Offeror Qualifications and Capabilities, including proposed subcontractors – 10%
 - 5.2.3.5.** Exceptions to UMBC Contract Terms and Conditions – 5%
- 5.2.4.** In the Second Technical Evaluation, all information provided by the Offeror in the Technical Proposal will be re-evaluated based on the discussions with the shortlisted firms at the Oral Discussion/Food Tasting session along with the information noted above. References will be incorporated in the Second Phase Technical Evaluation.

5.3. Price Proposal Evaluation

- 5.3.1.** Upon completion of the Second Phase Technical Evaluation, only those firms whose technical proposals remain shortlisted will be requested via an addendum to submit a Price Proposal. All Qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Proposal Price within the stated guidelines set forth in this RFP and as submitted on the Price Proposal Form.

5.4. Selection Procedures

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

- 5.4.3.** Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations, tasting sessions, and discussions may be held. The purpose of such discussions will be to assure a full understanding of UMBC's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to UMBC. Offerors will be contacted by UMBC as soon as any discussions are scheduled.
- 5.4.4.** Based on the committee's initial review of proposals, UMBC intends to invite, without cost to itself, the short-listed firms to conduct an Oral Discussion/Tasting Session to demonstrate their capabilities and expertise as a further consideration in the selection process. Only those Offerors who are to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in the process. Only Offerors who are short-listed after the Initial Technical Evaluation will be invited to participate in the Oral Discussion/Tasting Session.
- 5.4.5.** Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made during discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- 5.4.6.** The Price Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical Evaluation. After a review of the Price Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- 5.4.7.** When in the best interest of UMBC, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). UMBC may make an award without issuing a request for a BAFO.
- 5.4.8.** Upon completion of the Technical Proposal and Price Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend awards of the Contract to the responsible Offerors that submitted the Proposal determined to be the most advantageous to UMBC. In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors.

6. RFP Attachments

- 6.1.** Attachment A: Pre-Proposal Conference Request Form
- 6.2.** Attachment B: Offeror Information Sheet
- 6.3.** Attachment C: Proposal Price Instructions and Form
- 6.4.** Attachment D: Proposal Affidavit
- 6.5.** Attachment E: Firm Experience
- 6.6.** Attachment F: Firm References
- 6.7.** Attachment G: Key Personnel
- 6.8.** Attachment H: Financial Stability of Offeror

- 6.9.** Attachment I: Acknowledgement of Receipt of Addenda
- 6.10.** Attachment J: MBE – Instructions
- 6.11.** Attachment K: MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule
- 6.12.** Attachment L: MBE Subcontractor Waiver Request
- 6.13.** Attachment M: Certified MBE Subcontractor Participation Certification
- 6.14.** Attachment N: Conflict of Interest Affidavit and Disclosure
- 6.15.** Attachment O: UMBC Policy on Facilities Use
- 6.16.** Attachment P: UMBC Policy on Alcoholic Beverages at Scheduled Events
- 6.17.** Attachment Q: UMBC Contract Agreement

Attachment A: Pre-Bid Conference Response Form

A Pre-Bid/Proposal conference will be held on Tuesday, January 14, 2025 at 3:00pm via WebEx at [this link](#).

Please complete the below form by Tuesday, January 14, 2025 at 12:00pm, advising if your company plans to attend.

<https://app.smartsheet.com/b/form/6dc154f40961461a87633e920900fa21>,

Attachment B: Offeror Information Sheet

Bidder/Offeror Information	
Company Name	
Street Address	
City, State, Zip	
Federal Identification Number	
SBE/MBE/VSBE Certification (If Applicable)	
SBE	Number: Expiration Date:
VSBE	Number: Expiration Date:
MBE	Number: Expiration Date: Categories (dual certified must select one):
Primary Point of Contact	
Name & Title	
Office Phone	
Cell Phone	
Email Address	
Authorized Signatory (if different than Primary POC)	
Name & Title	
Office Phone	
Email Address	

SUBMIT THIS FORM WITH PROPOSAL

Attachment C: Proposal Price Instructions & Sample Form

In order to assist each Offeror in the preparation of its Proposal and to comply with the requirements of this solicitation, Proposal Instructions and a Proposal Form have been prepared. Each Offeror shall submit its Proposal on the Proposal Form in accordance with the instructions on the Proposal Form and as specified herein. Do not alter the Proposal Form or the Proposal may be determined to be not responsive. The Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Proposal Form.

1. All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
2. All Unit Prices must be the actual price per unit UMBC will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
3. All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
4. Any goods or services required through this RFP and proposed by the vendor at **No Cost to UMBC** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
5. Every blank in every Proposal Form shall be filled in. Any changes or corrections made to the Proposal Form by the Offeror prior to submission shall be initialed and dated.
6. Except as instructed on the Proposal Form, nothing shall be entered on or attached to the Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not responsive.
7. It is imperative that the prices included on the Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Proposal Form.
8. All Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
9. Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, UMBC does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.
10. Failure to adhere to any of these instructions may result in the Proposal being determined not responsive.

Sample Price Form - DO NOT SUBMIT THIS FORM WITH BID/PROPOSAL
Page 1 of 2

OFFEROR: _____

1. COMPLETE THE CHART BELOW:

TYPE OF CATERED EVENT	NUMBER OF PEOPLE	PRICE PER PERSON
Continental Breakfast		
Full Sit-down Breakfast		
Buffet Breakfast		
Business Lunch		
Sit-down Lunch (Hot/Cold)		
Buffet Lunch (Hot/Cold)		
Boxed Lunch		
Afternoon Reception (Hot/Cold)		
Business Dinner		
Sit-down Dinner (Hot/Cold)		
Buffet Dinner (Hot/Cold)		
Picnic Foods		
Barbeque		
Other:		

2. Quoted Percentage Discount: Offerors are to quote a percentage discount off the prices listed above based on the numbers of attendees, or the number of similar events held at the University: _____%

3. Additional Mandatory Charges: Offerors are to identify any additional charges in the chart below:

ITEM	ADDITIONAL MANDATORY CHARGE
Gratuity	
Delivery	
Service Charge	
Other:	
Other:	

Sample Price Form
Page 2 of 2**OFFEROR:** _____

4. Charges for Tables & Chairs: Offerors are to quote the price for the provision of tables and chairs above the University's inventory. This quote is to be all inclusive.

ITEM	CHARGE
Round Table	/each
6' Table	/each
Chair	/each
Other:	/each
Other:	/each
Other:	/each

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 Bid/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 prior to such changes being made.

Offeror: _____

Company Name

By: _____

Signature

Printed Name: _____

Printed Name

Title: _____

Title

Date: _____

*Date***SAMPLE ONLY - DO NOT SUBMIT THIS FORM WITH BID/PROPOSAL**

Attachment D: Proposal Affidavit

A. Authority

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. Certification Regarding Minority Business Enterprises.

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

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

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

B-2. Certification Regarding Veteran-Owned Small Business Enterprises.

The undersigned bidder 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 names of persons involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and

- (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
 - (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
 - (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review; or
 - (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(14) of this regulation, 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 names of the persons 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. CERTIFICATION OF TAX PAYMENT

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) 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 State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

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

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**I FURTHER AFFIRM THAT:**

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that

this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

SUBMIT THIS FORM WITH PROPOSAL

Attachment E: Firm Profile & Experience
Page 1 of 2

COMPANY NAME: _____

DATE OF INCORPORATION: _____ STATE OF INCORPORATION: _____

OTHER, OR FORMER, NAMES UNDER WHICH YOUR COMPANY 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:

AVERAGE ANNUAL SALES: \$ _____

% OF SALES RELATED TO CATERING SERVICES: _____%

Firm Profile & Experience
Page 2 of 2

OFFEROR: _____

DIETARY AND CULTURALLY PREFERRED FOOD OPTIONS OFFERED (check all that can be provided):

- Vegetarian Vegan Kosher Halal
- Asian Indian Mexican Middle Eastern
- Dairy-free Gluten-free Nut-free Soy-free

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

DESCRIBE HOW THE COMPANY WILL WORK TOWARDS ACHIEVING THE 20% GOAL FOR THE CERTIFIED LOCAL FARM AND FISH PROGRAM: _____

DETAIL WHAT THE COMPANY DOES TO MINIMIZE FOOD WASTE AND THE DIVERSION OF BOTH PRE- AND POST-CONSUMER FOOD WASTE INTO COMPOST:

DETAIL WHAT THE COMPANY DOES TO EMBRACE SUSTAINABLE PRACTICES (ex. COMPOSTABLE CONTAINERS, LOCAL PURCHASING, ELECTRIC DELIVERY VEHICLES, LOW CARBON FOOD CHOICES, ETC.):

OTHER COMMENTS/ADDITIONAL INFORMATION: _____

SUBMIT THIS FORM WITH PROPOSAL

Attachment F: Firm References

List three (3) engagements similar or relevant to the services requested in this solicitation. At least two of the three, and preferably all three, should be with a public university or federal or state agency and should be within the last three (3) years. Copy this attachment and attach additional sheets as necessary.

Proposing Firm: _____

Company / Institution Name: _____

Contact Name: _____ Phone #: _____

Email Address: _____

1. Description of services performed: Check all that apply; see space below to identify other services/features, if any.**A. Meals:****(i) Breakfast:**

_____ Continental Breakfast _____ Buffet Breakfast
_____ Full Sit-down Breakfast
_____ Other: _____

(ii) Lunch:

_____ Business Lunch _____ Buffet Lunch (___Hot / ___Cold)
_____ Sit-down Lunch (___Hot / ___Cold) _____ Boxed Lunch
_____ Other: _____

(iii) Afternoon Reception: (___Hot / ___Cold)

Describe: _____

Firm References
Page 2 of 3**OFFEROR:** _____

(iv) Dinner:

_____ Business Dinner _____ Buffet Dinner (___Hot / ___Cold)

_____ Sit-down Dinner (___Hot / ___Cold)

_____ Other: _____

(v) Evening Reception: (___Hot / ___Cold)

Describe: _____

(vi) Alcoholic Beverages:

_____ Open Bar _____ Cash Bar

_____ Other: _____

B. Other Services:

_____ Linens: (describe: _____)

_____ Flowers: (describe: _____)

_____ Tables: (describe: _____)

_____ Chairs: (describe: _____)

_____ Set-up: (describe: _____)

_____ Clean-up: (describe: _____)

_____ Staff/Attendants: (describe: _____)

_____ Compostable tableware: (describe: _____)

Firm References
Page 3 of 3**OFFEROR:** _____

____ Signage: (describe: _____)

____ Tray Stands: (describe: _____)

____ Other: _____

____ Other: _____

____ Other: _____

2. **Dates services provided:** _____3. **Contract Dollar Value:** \$ _____4. **Name of the following key personnel:**

- Director of Catering: _____

- On-site Representative: _____

- Other: _____

5. **Similarities to the UMBC Contract:**

SUBMIT THIS FORM WITH PROPOSAL

Attachment G: Key Personnel

Designate the Director of Catering and other Key Personnel for this project. Attach additional sheets as necessary. Attach C.V.s for each individual listed.

Director of Catering (or similar title)

Name: _____

Educational Background:

Association/Institution: _____

License/Certification/Degree Held: _____

Employment Background:

Most Recent Position Held: _____ Duration: _____

Relevant Experience: _____

Other Key Personnel (optional)

Name: _____

Educational Background:

Association/Institution: _____

License/Certification/Degree Held: _____

Employment Background:

Most Recent Position Held: _____ Duration: _____

Relevant Experience: _____

SUBMIT THIS FORM WITH BID/PROPOSAL

Attachment H: Financial Stability of Bidder/Offeror

Corporate Address: _____

Years in Business: _____ # Employees: _____

Names of Principals and Titles: _____

Annual Sales for Past Three Years:

In the previous five years, has your firm, any affiliate, any owner or officer or major stockholder (5% or more) or any person involved in the bidding or contracting process been the subject of any of the following:

1. A firm-related bankruptcy proceeding? _____ Yes _____ No
2. A firm-related lien or judgement? _____ Yes _____ No
3. A firm-related tax delinquency? _____ Yes _____ No

Offeror: _____
*Company Name*By: _____
*Signature*Printed Name: _____
*Printed Name*Title: _____
*Title*Date: _____
*Date***SUBMIT THIS FORM WITH PROPOSAL**

Attachment I: Acknowledgement of Receipt of Addenda**RFP NO.:** BC-21415-C**RFP FOR:** Catering Services**TECHNICAL PROPOSAL DUE DATE:** Friday, February 7, 2025 on or before 11:59 p.m.**NAME OF OFFEROR:** _____**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 _____

Signature _____

Printed Name _____

Title _____

Date _____

Attachment J: MBE Subcontractor Instructions

Submission Summary

Form Name	Meeting MBE Goal(s)	Requesting PARTIAL Waiver	Requesting FULL Waiver
MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule, PART 1	Submit with Proposal	Submit with Proposal	Submit with Proposal
MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule, PART 2	Submit with Proposal	Submit with Proposal	Submit with Proposal
MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule, PART 3	Submit with Proposal	Submit with Proposal	N/A
MBE Subcontractor Waiver Request	N/A	Submit with Proposal	Submit with Proposal

This form includes instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule and MBE Subcontractor Waiver Request.

MBE Utilization Instructions

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract’s MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation (“MDOT”). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including an MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule. A firm whose MBE certification application is pending may not be counted.
4. Please refer to the MDOT MBE Directory at <https://mbe.mdot.maryland.gov/directory/> to determine if a firm is certified. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. CAUTION: If the firm’s NAICS Code is in graduated status, such

services/products may not be counted for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term “Graduated” follows the Code in the MDOT MBE Directory.

5. Guidelines Regarding MBE Prime Self-Performance. Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.
 - 5.1. In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
 - 5.2. For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
 - 5.3. These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime’s ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - 5.4. Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime’s ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to use other MBEs for each of any remaining subgoals or request a waiver.
6. The work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.
7. Materials and Supplies: New Guidelines Regarding MBE Participation.
 - 7.1. Regular Dealer (generally identified as a wholesaler or supplier in the MDOT Directory): Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business; and does not include a packager, a

broker, a manufacturer's representative, or any other person that arranges or expedites transactions.

Example for illustrative purposes of applying the 60% rule:

Overall contract value: \$2,000,000

Total value of supplies: \$100,000

Calculate Percentage of Supplies to overall contract value: \$100,000 divided by \$2,000,000 = 5%

Apply 60% Rule - Total percentage of Supplies/Products 5% x 60% = 3%

3% would be counted towards achieving the MBE Participation Goal and Subgoal, if any, for the MBE supplier in this example.

- 7.2. **Manufacturer:** A certified MBE firm's participation may be counted in full if the MBE is certified in the appropriate NAICS code(s) to provide products and services as a manufacturer.
- 7.3. **Broker:** With respect to materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, a unit may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials and supplies required on a procurement toward the MBE contract goals, provided a unit determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. A unit may not apply any portion of the costs of the materials and supplies toward MBE goals.
- 7.4. **Furnish and Install and other Services:** The participation of a certified MBE supplier, wholesaler, and/or regular dealer certified in the proper NAICS code(s) to furnish and install materials necessary for successful contract completion may be counted in full. Includes the participation of other MBE service providers in the proper NAICS code(s) may be counted in full.
8. **Dually certified firms.** An MBE that is certified in more than one subgroup category may only be counted toward goal fulfillment of ONE of those categories with regard to a particular contract.

Example: A woman-owned Hispanic American (dually certified) firm may be used to fulfill the women-owned OR Hispanic American subgoal, but not both on the same contract.

9. CAUTION: If a bidder/offeror is unable to meet the MBE participation goal or any subgoals (if applicable), then the bidder/offeror must request a waiver or the bid may be deemed not responsive, or the proposal not reasonably susceptible of being selected for award.

Waiver Instructions

1. Definitions

- 1.1. Good Faith Efforts - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), even if those steps were not fully successful. The determination concerning the sufficiency of the Offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.
- 1.2. Identified Firms – “Identified Firms” refers to all of the MBE Firms the Offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.
- 1.3. Identified Items of Work – “Identified Items of Work” refers to all of the items of work the Offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

2. Other Considerations

- 2.1. In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalog prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the University and any other relevant factors.
- 2.2. The decision-maker may take into account whether the Offeror decided to self-perform subcontract work with its own forces.

3. Documenting Good Faith Efforts

- 3.1. At a minimum, the Offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts with the bid or proposal submission. The written documentation shall include the following:
- 3.1.1. Items of Work: A statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s). If no items of work were made available to MBE firms, provide an explanation.
- 3.1.2. Outreach Efforts: A statement of the efforts made to contact and negotiate with MBE Firms including:

- 3.1.2.1. The names of the MBE Firms who were contacted, with the dates and manner of contact (e-mail, telephone, etc.).
- 3.1.2.2. A description of the work provided to MBE Firms for quotation.
- 3.1.2.3. For each MBE Firm that the Offeror concludes is not acceptable or qualified, a reason for the Offeror's conclusion.
- 3.1.2.4. If no MBE Firms were contacted, provide an explanation.
- 3.1.3. Other Documentation: Submit any other documentation requested by the Procurement Officer to ascertain the Offeror's Good Faith Efforts, or any other documentation the Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

Attachment K: MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule

PART 1

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

In connection with the bid/proposal submitted in response to Solicitation No. BC-21415-C, I affirm the following:

1. MBE Participation

- I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of 15 percent and all the following subgoals:

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

Therefore, I am not seeking a waiver. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete PART 2 - MBE Participation Schedule and PART 3 - Signature Page in order to be considered for award.

OR

- After making good faith outreach efforts prior to making this submission, I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals.

- I acknowledge that by checking this box and requesting a **partial** waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete PART 2 - MBE Participation Schedule and PART 3 - Signature Page for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

OR

- I acknowledge that by checking this box and requesting a **full** waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete PART 3 - Signature Page and Attachment L - MBE Subcontractor Waiver Request for a full waiver of the stated goal, in order to be considered for award.

PART 2 – MBE Participation Schedule

SET FORTH BELOW ARE THE (I) CERTIFIED MBES I INTEND TO USE, (II) THE PERCENTAGE OF THE TOTAL CONTRACT VALUE ALLOCATED TO EACH MBE FOR THIS PROJECT AND, (III) THE ITEMS OF WORK EACH MBE WILL PROVIDE UNDER THE CONTRACT. I HAVE CONFIRMED WITH THE MDOT DATABASE THAT THE MBE FIRMS IDENTIFIED BELOW (INCLUDING ANY SELF-PERFORMING MBE PRIME FIRMS) ARE PERFORMING WORK ACTIVITIES FOR WHICH THEY ARE MDOT-CERTIFIED.

Prime Contractor	Project Description	Solicitation Number

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

SECTION A: For MBE Prime Contractors ONLY (Self Performing)

<p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>Check the appropriate classification box below. If dually certified, check only one box.</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p> <p>NAICS Code: _____</p>	<p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____ %</p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____ %</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers): _____ %</p> <p>B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____ % x 60% = _____ %</p> <p>C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only): _____ %</p> <p>Description of the work to be performed with MBE prime’s own forces: _____ _____ _____</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

SECTION B: For ALL Contractors

<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>Check the appropriate classification box below. If dually certified, check only one box.</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p> <p>NAICS Code: _____</p>	<p>MBE Firm Classification:</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers): _____%</p> <p>B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____% x 60% = _____%</p> <p>C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only): _____%</p> <p>Description of the work to be performed with MBE prime’s own forces: _____ _____ _____</p>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>Check the appropriate classification box below. If dually certified, check only one box.</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p> <p>NAICS Code: _____</p>	<p>MBE Firm Classification:</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers): _____%</p> <p>B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products _____% x 60% = _____%</p> <p>C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only): _____%</p> <p>Description of the work to be performed with MBE prime’s own forces: _____ _____ _____</p>

ATTACH ADDITIONAL PAGES IF NEEDED

PART 3 – Signature Page

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

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Attachment L: MBE Subcontractor Waiver Request**Items of Work**

Provide a statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s). If no items of work were made available to MBE firms, provide an explanation.

Outreach Efforts

Provide a statement of the efforts made to contact and negotiate with MBE Firms including:

1. The names of the MBE Firms who were contacted, the MBE Firm classification, dates contacted and manner of contact (e-mail, telephone, etc.).
2. A description of the work provided to MBE Firms for quotation.
3. For each MBE Firm that the Offeror concludes is not acceptable or qualified, a reason for the Offeror's conclusion (self-performing, pricing, capabilities, MBE Firm unavailable, etc.).
4. If no MBE Firms were contacted, provide an explanation.

I affirm that the contents of this MBE Subcontractor Waiver Request are true to the best of my knowledge, information, and belief.

Offeror:

Company Name

By:

Signature

Printed Name:

Printed Name

Title:

Title

Date:

Date

**ATTACH ADDITIONAL SHEETS AS NECESSARY
SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

Attachment M: Certified MBE Participation CertificationInstructions

TO BE COMPLETED **AFTER** NOTICE OF AWARD. DO NOT SUBMIT WITH BID/PROPOSAL.

Prime Contractors self-performing work as a Certified MBE Firm: Complete PART 1 – MBE Prime Contractor Participation Certification.

Prime Contractors utilizing Certified MBE Subcontractors: Complete PART 2 – MBE Subcontractor Participation Certification.

PART 1 – MBE Prime Contractor Participation Certification

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

NAICS Code	Items of Work	Value of Work

MBE Prime Contractor

Company Name (please print or type)

Federal Identification Number (FEIN): _____

Company Address: _____

Printed Name: _____

Title: _____

Signature of Authorized Representative

Date: _____

PART 2 – MBE Subcontractor Participation Certification

Instructions:

PRIME CONTRACTOR: After completing SECTIONS A, B, and D, provide this form to **each** certified Minority Business Enterprise subcontractor (MBE) listed on the MBE Participation Schedule.

CERTIFIED MBE SUBCONTRACTOR: Complete SECTION C to acknowledge and certify the information in SECTION A. Return the completed form directly to the Procurement Officer identified in SECTION D within 10 days after notice from the Prime Contractor of the University’s intent to award the Contract. Provide a copy to the Prime Contractor.

SECTION A

Provided that (Prime Contractor) _____ is awarded the contract in conjunction with Solicitation Number _____, Prime Contractor intends to enter into a subcontract with (Certified MBE Subcontractor) _____ with MDOT Certification Number _____ committing to participation by Certified MBE Subcontractor of at least \$_____ which equals _____% of the Total Contract Value for the following products/services:

NAICS Code	Items of Work	Value of Work

The Prime Contractor and certified MBE each acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. The Prime Contractor and certified MBE each affirms that: (i) the information provided in this Certified MBE Participation Certification is true to the best of its knowledge, information and belief, and (ii) 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 MBE in a Bid/Proposal and:

1. fail to request, receive, or otherwise obtain authorization from the MBE to identify the MBE in its Bid/Proposal;
2. fail to notify the MBE before execution of the Contract of its inclusion of the Bid/Proposal;
3. fail to use the MBE in the performance of the Contract; or
4. pay the MBE solely for the use of its name in the Bid/Proposal.

SECTION B – Prime Contractor

Contractor Name: _____

Name of Representative: _____

Federal ID Number: _____

Address: _____

Phone: _____

Email: _____

Signature of Representative:

Date: _____

SECTION C – Certified MBE Subcontractor

MBE Firm Name: _____

Name of Representative: _____

Federal ID Number: _____

Address: _____

Phone: _____

Email: _____

Signature of Representative:

Date: _____

SECTION D**This completed form is due to the Procurement Officer on or before:** _____

Solicitation # _____ Solicitation Title: _____

Procurement Officer: _____ Email: _____

Attachment N: Conflict of Interest Affidavit & Disclosure Form

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” includes an Offeror, Contractor, consultant, or subcontractor or sub-consultant 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 Proposal is made.
3. The Offeror warrants that, except as disclosed 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 in detail — attach additional sheets if necessary):

5. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the 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 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.

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

Offeror: _____

Company Name

By: _____

Signature

Printed Name: _____

Printed Name

Title: _____

Title

Date: _____

*Date***SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

Attachment O: UMBC Policy on Facilities Use

UMBC Policy #VI-4.10.01

I. POLICY STATEMENT

This Policy on Facilities Use is intended to define the conditions under which University Facilities may be scheduled or used.

II. PURPOSE FOR POLICY

This Policy is adopted to establish an understanding of the scheduling and use of UMBC Facilities, to regulate the use of these Facilities, and to assure that all UMBC Facilities will be used in accord with the University's mission, goals, and policies of inclusive excellence that honors freedom of expression and complies with the First Amendment. This Policy establishes conditions for the periodic, temporary, and contractual use of University Facilities by Campus-based Users, Sponsored Users, and External Users. This Policy also mandates and ensures compliance with other University policies and State law; regulates the time, place and manner of the use of Facilities; defines important terms; and identifies staff members who are responsible for Facilities use, and describes consequence for violations of the Policy or its associated procedures.

III. APPLICABILITY AND IMPACT STATEMENT

This Policy addresses all facets of the University, including divisions, colleges, departments, operating units, student organizations, Sponsored Users and External Users.

IV. CONTACTS

Direct any general questions about this Policy first to your department's administrative office. If you have specific questions, call the following offices:

Subject	Contact	Telephone	Email
Policy Clarification	Director, Campus Life	410-455-3619	
Policy Clarification	Associate Director, Campus Life Operations	410-455-1446	
Policy Clarification	Assistant Director, Event & Conference Services	410-455-3970	

V. UNIVERSITY POLICY

1. Academic instruction and classes are the priority for academic space assignment at UMBC. Academic space will not be scheduled for non-instructional purposes prior to the formulation of Classes for each semester or term, except for activities scheduled during free-hour and non-class weekend hours.

2. Facilities available for scheduling and use are determined at the sole discretion of Event & Conference Services (ECS). For a list of Facilities for scheduling and use, please contact ECS.
3. Facility use without ECS approval is prohibited. Procedures for scheduling and use of Facilities can be obtained by contacting ECS.
4. All Users shall:
 - a. Adhere to all scheduling guidelines and procedures provided by ECS.
 - b. Abide by UMBC Policy for Posting of Notices and Event Roadway Signage on UMBC Campus (UMBC VI-13.00.02), UMBC Policy on Sales and Solicitation (UMBC VIII-16.00.01), and UMBC Policy on Alcoholic Beverages at University Events and all requirements, guidelines and procedures provided therein.
 - c. Users selling or soliciting with a sales purpose must schedule to use Facilities, use resources (e.g. tables, chairs) provided by ECS and comply with UMBC Policy on Sales and Solicitation (UMBC VIII-16.00.01).
 - d. Users soliciting without a sales purpose, who will not use Facilities or resources provided by ECS, must comply with UMBC Policy on Sales and Solicitation (UMBC VIII- 16.00.01).
 - e. Comply with UMBC Policy on Alcoholic Beverages at University Events regarding the provision, dispensing, consumption, and disposal of alcohol.
 - f. Pay, in full, all charges due to UMBC for the use of Facilities and the provision of Ancillary Services.
5. Sponsored Users and External Users shall:
 - a. Abide by all requirements outlined for Campus-based Users in Section V.4. above.
 - b. Enter into a contract with UMBC for the use of Facilities. Contracts are generated by ECS and must be fully executed prior to the use of any Facilities.
 - c. Provide proof of public liability insurance as required and with limits that meet the current levels determined by the University.
6. ECS, or designated UMBC staff, may move an event or activity to a different location upon the occurrence of:
 - a. Circumstances beyond the control of UMBC, such as facility infrastructure disruption and/or weather-related conditions,
 - b. Unanticipated needs of UMBC for use of the space and to best utilize space and resources,
 - c. Substantial changes in the needs or size of the event or activity,
 - d. Subsequent disruption to concurrent events, or
 - e. Actual or anticipated disruptions of human traffic flow or access to buildings. UMBC will make reasonable efforts to control the flow of traffic and access to buildings before moving an event.
 - i. UMBC will move the event to either an agreed-to location or the nearest suitable location if available.
 - ii. UMBC is not responsible for any costs incurred by a User resulting from a change in location.

7. Rooms in The Commons and University Center may only be setup/arranged/rearranged by approved University personnel (contact ECS).
8. Users may not advertise an event, or contract for food or other Ancillary Services, prior to the execution and approval of a contract or event request by ECS.
9. Events using sound amplification (indoor or outdoor) require pre-use approval by ECS. Sound amplification is not permitted to interfere with regular University functions.
10. Non-academic, commercially purposed use of Facilities, for the exclusive benefit of private, profit-making individuals, groups, organizations, or External Users requires specific advance written approval from UMBC. See UMBC VIII-16.00.01 UMBC Policy on Sales and Solicitation.
11. Maryland State Agencies utilizing the R-Stars process are not required to place a deposit for Facility reservations, but must initiate payment immediately following receipt of billing for the event.
12. UMBC is a smoke-free environment. See <http://smokefree.umbc.edu> for more information.
13. All events held in UMBC Facilities must comply with federal, state, and local laws.
14. Open-flame grills are only permitted within approved Facilities that have been properly scheduled through ECS.
15. Any visual or audio media (e.g. motion picture, music) or theatrical performance scheduled in “Public Spaces” must have proof of copyright permission before being performed.
16. Appropriate attire must be worn in UMBC Facilities at all times, including shirt, shoes, pants/shorts/skirts, unless the University provides an exception to these expectations due to the intended usage of that specific Facility.
17. Service Animals are permitted in UMBC Facilities as provided for by the Americans with Disabilities Act and other Federal or Maryland laws.
18. Potential violations of this Policy by students and/or registered student organizations will be referred to Student Conduct & Community Standards for review. Sanctions for violating this policy by students and/or registered student organizations may include, but are not limited to: fines and/or restitution, loss of future posting and/or facilities use privileges, loss of recognition for registered student organizations, other disciplinary sanctions, and educational conditions appropriate to the circumstances. Potential violations of this Policy by University employees will be referred to Human Resources for review. Sanctions for violating this policy by University employees may include, but not limited to: disciplinary action and educational conditions appropriate to the circumstances by the University. Potential violations of this Policy by Non-university groups will be referred to the University Police and may be subject to criminal prosecution and/or arrest.

VI. DEFINITIONS

Ancillary Services	Services associated with Facilities usage for which a charge may be assessed. Ancillary Services may include, but are not limited to, catering, janitorial/custodial, audio-visual and special equipment, room set-up, administrative fees, housing, and security.
Business Days	A weekday (Monday through Friday) that does not fall on a UMBC holiday and for which the University is open for business.

Facilities or Facility	All buildings, land, and property owned, leased, operated, or controlled by UMBC
Event & Conference Services (ECS)	UMBC’s point of contact for scheduling use of Facilities. ECS reviews requests for approval, schedules use of Facility space, coordinates services, and generates the contracts associated with the use of Facilities.
Campus-based User	All UMBC divisions, colleges, departments, operating units, and student organizations using the requested Facility for UMBC business with appropriate authorization to provide a UMBC chart string to which all charges associated with usage will be billed. If the Facility use is not for UMBC business or if the Campus-based User planning the Facility use cannot demonstrate that the majority (minimum 51%) of attendees will be current UMBC students, faculty, or staff, then the User will be classified as a Sponsored User or External User for the purposes of the Facility use. University business includes, but is not limited to, an event/activity that is a requirement of the Campus-based User as it relates to their mission.
Sponsored User	An organization or group whose affiliation with UMBC derives primarily from the participation of a UMBC employee in the organization's leadership, and whose organizational purpose advances or supports the educational, research, or public policy mission of UMBC.
External User	An individual, or a group of individuals, organization, association, or business not affiliated with UMBC. Affiliation with UMBC, or not, will be determined in the sole discretion of, and by, ECS.
User	An entity approved by ECS to use Facilities. A User will be classified as a Campus-based User, Sponsored User, or External User in the sole discretion of, and by, ECS.
University or UMBC	The University of Maryland, Baltimore County

VII. APPROVAL AND PROCEDURES

- A. The Director for Campus Life (or designee) has approval authority for any exceptions to the procedural checklist maintained by ECS.
- B. The Vice President for Student Affairs has approval authority for any exceptions to this Policy.

VIII. DOCUMENTATION:

None

IX. RESTRICTIONS AND EXCLUSIONS:

- A. Events in the UMBC Event Center are scheduled, managed, and regulated by
- B. Event Center Manager through a separate set of facility use policies and are excluded from this policy.

- C. Events in the Columbus Center are scheduled, managed, and regulated by Columbus Center Administration and are excluded from this policy.
 - D. Events at bwTech North and South are scheduled, managed, and regulated by administration at both sites and are excluded from this policy.
- X. RELATED ADMINISTRATIVE POLICIES AND PROCEDURES:
- A. A complete procedural checklist for planning a meeting or an event can be obtained by contacting UMBC Event & Conference Services at 410-455-3615 or schedule@umbc.edu
 - B. UMBC VI-13.00.02 UMBC Policy for Posting of Notices and Event Roadway Signage on UMBC Campus
 - C. UMBC VIII-16.00.01 UMBC Policy on Sales and Solicitation
 - D. UMBC VI-8.00.01 Policy on Alcoholic Beverages at University Events UMBC Policy #VI-4.10.01

Administrator Use Only

Policy Number: VI-4.10.01

Policy Section: General Administration

Responsible Administrator: Director, Campus Life

Responsible Office: Campus Life

Approved by President: Revisions approved 12/12/20

Originally Issued: _____ (date)

Revision Date(s): October 2017, 12/14/20

Attachment P: UMBC Policy on Alcoholic Beverages at Scheduled Events

UMBC Policy # VI-8.00.01

I. POLICY STATEMENT

It is the policy of the University of Maryland, Baltimore County (UMBC) to comply with all applicable federal, state, and local regulations regarding alcoholic beverage possession, use, or distribution. It is also the responsibility of every Campus-based User, Sponsored User, and External User to comply with all laws regarding alcoholic beverage possession, use, and distribution and to promote the responsible use of such beverages at Scheduled Events on University-controlled property. This policy is intended to define the conditions under which Scheduled Events in UMBC Facilities may include alcoholic beverages.

II. PURPOSE FOR POLICY

The purpose of this policy is to clarify the conditions under which alcoholic beverages are permitted to be possessed, served, consumed, or sold in UMBC Facilities, and to set guidelines for these Scheduled Events that will direct Users in managing the risks associated with alcoholic beverages.

III. APPLICABILITY AND IMPACT STATEMENT

This policy addresses all facets of the University community, including divisions, colleges, departments, operating units, student organizations, Sponsored Users, and External Users.

IV. CONTACTS

General questions related to this policy and/or approval for alcoholic beverages at an event should first be directed to your Dean or Vice President. If you have specific questions, you may call the following offices:

Subject	Contact	Telephone
Policy Clarification	Your division Dean or VP	
Policy Enforcement	Event & Conference Services	410-455-3615
Residential Life Procedures and Guidelines	Residential Life Office	410-455-2591
UMBC Event Center Procedures and Guidelines	Oakview Management	410-612-3830

V. UNIVERSITY POLICY

A. The purchase/sale, possession, manufacture, transportation, storage, distribution, and consumption of alcoholic beverages in University Facilities are permitted only in

- accordance with Maryland State, Baltimore County, UMBC, and USM laws, policies, and/or regulations.
- i. Alcohol may only be provided at Scheduled Events.
 - ii. Alcohol is not permitted at events that are planned, hosted, or organized by Student Organizations or where students are the primary target audience for the event.
 - iii. UMBC students and guests less than 21 years of age may be permitted to attend events where alcohol is available if (a) proper safeguards (e.g. ID check at point-of-sale, wristbands to designate of-age persons) are instituted, (b) the event is approved by (i) the Dean or Vice President supervising or overseeing the Campus-Based User and (ii) the Event & Conference Services Office, and (c) the event does not violate V. A. ii. above.
 - iv. Alcohol at Scheduled Events may only be provided by an approved catering company (for a list, please visit <https://procurement.umbc.edu/>).
 - v. Possession and consumption of alcoholic beverages by a person less than 21 years of age is prohibited.
 - vi. Serving or providing alcoholic beverages to a person less than 21 years of age is prohibited.
 - vii. It is unlawful for a person less than 21 years of age to falsely represent him or herself to be 21 years of age in order to obtain alcohol.
 - viii. Aiding a person who is less than 21 years of age to procure alcohol is prohibited.
 - ix. In accordance with Maryland law, all guests who appear to be under the age of 30 must present a valid, government issued, photo identification for age verification in order to be served or sold alcoholic beverages.
 - x. Drinking contests or games are prohibited and will be cause for removal of those attendees from the event.
 - xi. Alcohol may not be given away as a prize or as an incentive to participate in games or other types of entertainment.
- B. Alcoholic beverages must be dispensed, sold, served, and consumed within a contained area that has proper safeguards in place for the identification of those guests who are of legal drinking age (of-age). Proper safeguards include ID checks at the point-of-sale or point of entry, wristbands for of-age persons, or a separate area designated for serving and consumption where only of-age persons may enter.
- C. A variety of non-alcoholic beverages and foods of substance (e.g. foods high in protein and moisture content, as well as cheese and vegetables) must be available throughout the duration of the event.
- D. A Campus-based User, Sponsored User, or External User who violates the UMBC Alcoholic Beverage Policy at Scheduled Events, State of Maryland, or Baltimore County laws may be criminally or civilly liable and/or may also face the appropriate discipline process by the University.

VI. DEFINITIONS

University	University of Maryland, Baltimore County (UMBC).
Facilities or Facility	All buildings, land, and property of, or controlled by, UMBC.
Event & Conference Services	UMBC’s first point of contact for scheduling events by Campus-Based, External Users, and Sponsored Users. This office schedules space, coordinates services, and generates the contracts associated with use of Facilities.
User	Any Campus-based User, Sponsored User, and/or External User.
Campus-based User	All UMBC divisions, colleges, departments, operating units, and student organizations using the requested Facility for UMBC business with appropriate authorization to provide a UMBC chart string to which all charges associated with usage may be billed.
Sponsored User	An organization or group whose affiliation with UMBC derives primarily from the participation of a UMBC employee in the organization's leadership, and whose organizational purpose advances or supports the educational, research, or public policy mission of UMBC.
External User	An individual, or a group of individuals, organization, association, or business not affiliated with UMBC. Affiliation with UMBC, or not, will be determined by Event & Conference Services.
Scheduled Events	An event, taking place in a University Facility that has followed established procedures for reserving space and services according to the <i>UMBC#VI-4.10.01, UMBC Policy on Facility Use.</i>
Student Organization	A group of students that has received proper recognition by The Student Government Association or Graduate Student Association and has a People Soft chart string number for financials.

VII. APPROVAL AND PROCEDURES

- A. For specific procedures and guidelines regarding the reservation of space on campus for an event, please refer to UMBC#VI-4.10.01, UMBC Policy on Facility Use.
- B. All advertising must be in compliance with UMBC VI-13.00.02, UMBC Policy for Posting of Notices and Event Roadway Signage on the UMBC Campus.
 - i. Additionally, advertising should be in compliance with professional guidelines set forth by the American College Personnel Association (ACPA) and BACCHUS organization.

VIII. DOCUMENTATION:

- A. N/A

IX. RESTRICTIONS AND EXCLUSIONS:

- A. A requested event that contains circumstances not addressed in this policy must be reviewed and approved by the Dean or Vice President (or designee) of the Campus-based

User, in addition to Event & Conference Services (as designee of the Vice President of Student Affairs).

- B. For a list of rules and regulations regarding alcoholic beverages in campus residential spaces, please contact the Residential Life Office.
- C. Events in the UMBC Event Center are scheduled, managed, and regulated by the Event Center Manager through a separate alcohol policy and are excluded from this policy.
- D. Events in the Rita Rossi Colwell Center are scheduled, managed, and regulated by Colwell Center administration and are excluded from this policy.
- E. Events at bwtech North and bwtech South are scheduled, managed, and regulated by administration at both sites and are excluded from this policy.

X. RELATED ADMINISTRATIVE POLICIES AND PROCEDURES:

- [UMBC VI-13.00.02 UMBC POLICY FOR POSTING OF NOTICES & EVENT ROADWAY SIGNAGE ON THE UMBC CAMPUS](#)
- [UMBC VI-4.10.01 UMBC POLICY ON FACILITY USE](#)
- [CODE OF STUDENT CONDUCT](#)
- [CODE OF STUDENT ORGANIZATION CONDUCT](#)
- [RESIDENTIAL LIFE PROCEDURES AND GUIDELINES](#); 410-455-2591

Policy Number: VI-8.00.01

Policy Section: General Administration

Responsible Administrator: Associate Director of Campus Life

Responsible Office: Event and Conference Services

Approved by President: 12/17/19

Originally Issued: 01/2006

Revision Date(s): 10/31/19

Attachment Q: UMBC Contract

By submitting a proposal in response to this solicitation, Offeror affirms that it will execute this contract in substantially the same form. UMBC is under no obligation to negotiate terms and conditions of the Contract but may do so if deemed in its best interest.

CONTRACT

BETWEEN

THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY

AND

XXXXX

By this Contract made as of the _____, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, and instrumentality and agency of the State of Maryland (“UMBC” or “State”), 1000 Hilltop Circle, Baltimore, Maryland 21250, USA, and XXX (“Contractor”), the parties hereby agree as follows:

1. **TERM OF CONTRACT:** The term of this Contract shall begin on XXXX and end on XXX unless otherwise extended, expired, or terminated pursuant to this Contract or as a matter of law. This contract may be renewed for XXX at UMBC’s sole option and discretion.

2. **SCOPE OF CONTRACT:** The Contractor shall provide XXXX. These obligations and duties are subject to the unilateral right of UMBC to order, in writing, changes in the work within the scope of the Contract.

3. **COMPENSATION, INVOICING AND METHOD OF PAYMENT:**

3.1 As compensation for satisfactory performance of the Services and Work described in Paragraph 2, above, UMBC will pay the Contractor XXXX.

3.2 Payment will be made on a monthly basis in accordance with the terms and conditions set forth in this Contract.

3.3 Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after UMBC's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor's federal tax identification number.

3.4 All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. UMBC is generally exempt from such taxes and Contractor agrees not to charge UMBC for such taxes in

accordance with applicable law. UMBC will provide exemption certificates upon request. Charges for late payment of invoices are prohibited, other than as prescribed by the Maryland Code, State Finance and Procurement Article, §15-101 et seq., as amended.

4. **RESPONSIBILITY OF CONTRACTOR:**

4.1 The Contractor shall perform the Work with that standard of care, skill and diligence normally provided by a Contractor in the performance of services similar to the Work hereunder.

4.2 Notwithstanding any review, approval, acceptance, or payment for the Services by UMBC, the Contractor shall be responsible for professional and technical accuracy of the Work furnished by the Contractor under this Contract.

4.3 The Contractor shall perform the Work as described in these Contract Documents. Work shall be performed in accordance with the schedule included in these Contract Documents, or, if such schedule is not included, in accordance with a schedule agreed upon in writing by the parties at a future date and adopted as an amendment to these Contract Documents. The Contractor shall perform the Work as expeditiously as is consistent with good professional skill and care and the orderly progress of the Work.

5. **SUBCONTRACTING AND ASSIGNMENT:**

5.1 Except as explicitly set forth in this Contract, Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of UMBC, nor may Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of UMBC. Such written approval will be in the form of a modification to this Contract. UMBC shall not be responsible for the fulfillment of Contractor's obligations to subcontractors. Any such subcontract shall be subject to any supplemental terms and conditions, in addition to the terms and condition herein, that UMBC deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract, and shall be subject to liability to UMBC for acts and omissions of subcontractors.

5.2 Neither party may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets, or via a merger, with notice to UMBC. Contractor may designate a third party to receive payment without UMBC's prior written consent unless in conflict with Maryland or federal law, but shall provide UMBC with written notification thereof.

6. **PUBLICITY/USE OF NAME AND LOGO:**

6.1 Contractor is authorized to identify UMBC as a party to this Contract for the purpose of identifying UMBC as a customer to potential customers. However, any other use of UMBC's name promotionally or otherwise in connection with Contractor's business or the subject matter of this Contract is prohibited without the prior written consent of UMBC.

6.2 This Contract does not include a trademark license. Except as allowed by law for limited informational purposes, UMBC grants no rights to use any of its trademarks or service marks, for any purpose, without the prior and explicit written permission of UMBC. Under no circumstances does UMBC grant the right to use its logos or marks or any related products or services.

6.3 Any violation of this Section 6 will be considered a material breach of this Contract and grounds for its immediate termination in UMBC's sole discretion.

7. **TIME IS OF THE ESSENCE:** For all those sections of this Contract where a number of days or time frame is required, Contractor acknowledges and agrees that time is of the essence as to the production and delivery of all products and services hereunder.

8. **DELAYS AND EXTENSIONS OF TIME:** Contractor agrees to prosecute the Work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the Work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of an agreement with the State or UMBC, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either Contractor or the subcontractors or suppliers. If Contractor is unable to perform its obligations under this Contract for ten (10) days, unless another time duration is mutually agreed, due to a Force Majeure, then UMBC may terminate this Contract.

9. **SUSPENSION OF WORK:** The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of UMBC. Such suspension, delay, or interruption may be subject to applicable fees and expenses incurred by the Contractor. Such fees and expenses, if any, will be subject to negotiation between UMBC and the Contractor.

10. **INSURANCE:**

10.1 Contractor shall secure, and shall require that subcontractors secure, pay the premiums for and keep in force until the expiration of this Contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by Contractor under this Contract inclusive of the requirements below:

Commercial General Liability Insurance including all extensions

- Not less than \$2,000,000 each occurrence;
- Not less than \$2,000,000 personal injury;
- Not less than \$2,000,000 products/completed operation; and

- Not less than \$2,000,000 general aggregate.

Worker's Compensation and Unemployment Insurance as required by the laws of the State of Maryland.

Property damage liability insurance with a limit of not less than \$2,000,000 for each accident.

If automotive equipment is used, automobile bodily injury liability insurance with limits 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.

Professional Liability or Technology Errors and Omissions insurance in an amount not less than \$2,000,000

Limits of insurance may be achieved either singularly or by combination of applicable coverages.

10.2 All policies for liability protection, bodily injury, or property damage and fiduciary bonding must specifically name on its face the State of Maryland, the University System of Maryland, and UMBC as an additional named insured with respect to operations under this Contract, including but not limited to Contractor's data center or other premises where UMBC's data is stored, provided, however, with respect to Contractor's liability for bodily injury or property damages above, such insurance shall cover and not exclude Contractor's liability for injury to the property of UMBC and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees, or guests of UMBC.

10.3 Contractor will take commercially reasonable and practical steps to ensure that each insurance policy contains endorsements, identical to, or nearly identical to, the following: "It is understood and agreed that the Insurance Company shall notify the UMBC Procurement Officer in writing forty-five days (45) in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, upon the request of the Procurement Officer, a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland. The insurers must have a policy holder's rating of "A- or better."

11. **MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS:** If the Maryland 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 UMBC's rights or Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both Contractor and UMBC from future performance of the Contract, but not from their rights and obligations existing at the time of termination. Contractor shall be

reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. UMBC shall notify 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.

12. **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, UMBC may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. UMBC 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 UMBC can affirmatively collect damages. If the Services were pre-paid, then the Contractor shall reimburse UMBC for unused portions of the Service or Term, adding the amount of damages caused by Contractor's breach. 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.

13. **TERMINATION FOR CONVENIENCE**: The Contractor's performance under this Contract may be terminated by UMBC, in accordance with this clause in whole, or from time to time in part, whenever UMBC shall determine that such termination is in the best interest of UMBC. UMBC 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.

14. **INSOLVENCY**: Either party may terminate this Contract if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

15. **SURVIVAL AFTER EXPIRATION OR TERMINATION**: Notwithstanding the expiration or termination of this Contract or any renewal period hereof, it is acknowledged and agreed that those rights and obligations which by their nature are intended to survive such expiration or termination will survive including, without limiting the foregoing, the following sections:

Indemnification
Limitation of Liability
Representations and Warranties

16. **INDEMNIFICATION**:

16.1 In addition to the obligations to indemnify set forth elsewhere in this Contract, Contractor will indemnify and hold harmless UMBC, its officers, employees, students, contractors, and agents, from and against any and all claims, suits, proceedings, costs, losses, damages, injury, liabilities, expenses,

demands, and judgements, including court costs, attorney's fees, and other reasonable expenses of litigation, (collectively, a "Claim") arising directly out of Contractor's operations and/or Services under this Contract, including operation of equipment or vehicles, and wrongful or tortious acts of omission, commission, or negligence by Contractor, its employees, contractors, or agents when engaged in Contractor operations under this Contract, and including the disclosure of user personally identifiable data or Confidential Information, either during the term of this Contract or at any time thereafter, if such disclosure occurred as a result of negligence by Contractor, its employees, contractors, or agents, and provided that UMBC: (a) notifies Contractor promptly in writing of any such Claim, and (b) reasonably cooperates with Contractor in defending any such Claim. Additionally, the Contractor shall reimburse, indemnify and hold harmless UMBC for all loss to UMBC resulting from the non-performance of this Contract, except those losses otherwise specifically excluded by UMBC.

16.2 Contractor will defend and indemnify UMBC for any Claim brought against UMBC alleging that Contractor-owned Materials infringes any U.S. patent, copyright, trademark, or other proprietary right, and shall pay any Claim against UMBC, including all court awarded costs, damages and expenses, which result from any such Claim, provided that UMBC: (a) notifies Contractor promptly in writing of any such claim or proceeding, and (b) reasonably cooperates with Contractor in defending any such claim or proceeding.

16.3 If UMBC's use of Contractor-owned Materials or Services becomes, or, in Contractor's opinion, is likely to become, enjoined as a result of a claim pursuant to alleged-infringement of any third party's proprietary rights, Contractor, at Contractor's expense, shall either procure UMBC the right to continue using the Contractor-owned Materials or Services, or replace or modify the same so that it becomes non-infringing (provided replacement or modified Contractor-owned Materials or Services have substantially comparable functionality to the original Materials or Service) or, in the event performing the foregoing options are not commercially reasonable, refund to UMBC the fees paid for the particular Materials or Services out of which the claim arose.

16.4 UMBC shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract. Contractor agrees that any obligation of UMBC, as agency of the State of Maryland, under this Contract is subject to the limitations of liability that apply to agencies of the State of Maryland and other limitations of liability set forth in this Contract or by law.

17. **LIMITATION OF LIABILITY:** EXCEPT WHERE THE SAME RESULTS FROM CONTRACTOR'S BREACH OF ANY PRIVACY, CONFIDENTIALITY, OR OTHER LAW, CONTRACTOR'S REPRESENTATIONS OR WARRANTIES, CONTRACTOR'S INDEMNIFICATION OBLIGATIONS, OR FOR ANY DAMAGES INCURRED AS A RESULT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR, (A) NEITHER UMBC NOR CONTRACTOR SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, AND LOSS OF GOODWILL, WHETHER IN CONTRACT OR IN TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) CONTRACTOR'S LIABILITY IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PROVIDED HEREUNDER

SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY UMBC UNDER THIS CONTRACT DURING THE TERM OF THIS CONTRACT OR \$500,000, WHICHEVER IS GREATER.

18. **DISPUTE RESOLUTION:**

18.1 Contractor and UMBC agree to work in good faith to resolve between them all disputes and claims arising out of or relating to this Contract, the parties' performance under it, or its breach. Contractor and UMBC will each designate an officer or other management employee to meet in good faith and attempt to resolve the dispute. During their discussions, each party will honor the other's reasonable requests for information relating to the dispute or claim. Failure to do so shall not be a breach of this Contract but shall indicate that the parties are unable to resolve their dispute.

18.2 Pending resolution of a claim, Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

19. **NON-HIRING OF UNIVERSITY EMPLOYEES:** No current employee of UMBC, 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 herein contracting with UMBC.

20. **ETHICS:** This Contract is cancelable in the event of a violation of the Maryland Public Ethics Laws by Contractor or any UMBC employee in connection with this Contract.

21. **ANTI-BRIBERY:** Contractor warrants that neither it nor any of its officers, directors, or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

22. **PROHIBITION ON GIFTS AND GRATUITIES:** Contractor warrants that it has not offered or given, and will not offer or give to any employee or representative or family member of a UMBC employee a payment, gratuity, personal service, entertainment, or gift, other than novelty advertising items of a nominal value (i.e., pens, pencils, calendars, writing pads, clipboards, cups). Legitimate business-related activities (i.e., site inspections, business symposiums, business meals and other Contractor functions) are allowed. Any other offerings may be construed as Contractor's attempt to improperly influence decisions at UMBC. Contractor agrees that UMBC may, by written notice to Contractor, terminate this Contract if UMBC determines that Contractor has violated this Section.

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

24. **MARYLAND LAW:** The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract. Following exhaustion of the procedures set forth in the Dispute Resolution Section, any subsequent legal actions arising under this Contract will be instituted only in the courts of the State of Maryland.
25. **FORCE MAJEURE:** If either party's performance 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, Acts of God, riots, strikes, labor difficulties, pandemic, epidemics, earthquakes, any act or order of any public authority, 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 shall be excused and neither party will have any liability in connection therewith.
26. **WAIVER OF JURY:** UMBC 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. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UMBC 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.
27. **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 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.
28. **AMERICANS WITH DISABILITY ACT AND ACCESSIBILITY:** Contractor represents and warrants that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) as well as all applicable federal and state laws and regulations, guidelines and interpretations including but not limited to the National Rehabilitation Act Section 508 as amended. Contractor represents and warrants, as applicable, that the Services, Work, and/or Deliverables comply with Web

Content Accessibility Guidelines (WCAG) Version 2.0 Level AA, and that it shall provide written documentation verifying accessibility, promptly respond to and resolve accessibility complaints received from UMBC, and indemnify and hold UMBC harmless in the event of claims arising from inaccessibility.

29. **CIVIL RIGHTS ACT 1964**: A Contractor providing materials, equipment, supplies or services to the State under this Contract herewith assures the State that the Contractor is 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.

30. **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.

31. **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 UMBC, or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of UMBC or the State of Maryland, including the Procurement Officer or designee, at all reasonable times. Upon demand of UMBC, Contractor will deliver a copy of records of use to UMBC. Compliance with this Section shall not be deemed a breach of any confidentiality obligations provided for herein.

32. **RELATIONSHIP OF THE PARTIES**: Each party is acting as an independent contractor and not as employee, agent, partner, or joint venturer with the other party for any purpose. Except as provided in this Contract, neither party will have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other.

33. **NO THIRD PARTY BENEFICIARIES**: This Contract is only for the benefit of the undersigned parties and their permitted successors and assigns.

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

34.1 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;

34.2 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;

34.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

34.4 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.

35. **PRE-EXISTING REGULATIONS**: In accordance with the provisions of Maryland Code, State Finance and Procurement Article, Section 11-206, 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.

36. **FINANCIAL DISCLOSURE**: The Contractor shall comply with the provisions of the Maryland Code, State Finance and Procurement Article, Section 13-221 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 \$200,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

37. **POLITICAL CONTRIBUTION DISCLOSURE**: The Contractor shall comply with Maryland Code, Election Law Article, Sections 14-101 through 14-104, 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 \$200,000 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.

38. **SET-OFF**: UMBC or the State of Maryland may deduct from and set-off any amounts due and payable to the Contractor any back-charges or damages sustained by UMBC 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.

39. **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.

40. **CONTRACT CONTROLS**: It is mutually agreed that any attached contract, or addenda thereto, by and between UMBC 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.

41. **ENTIRE AGREEMENT:**

41.1 The parties agree that this Contract, including **the Bid document and Contractor Proposal**, constitutes the entire, complete and exclusive statement of the agreement between them as to the specific subject matter hereof and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations. 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.

41.2 This Contract and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.

41.3 The heading appearing at the beginning of the several sections making up this Contract have been inserted for identification and reference purposes only and will not be used in the construction and interpretation of this Contract.

41.4 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.

41.5 Except as required by law, the failure of either party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such party thereafter to enforce such provisions or any other provisions.

42. **USE OF CONTRACTOR'S FORMS NOT BINDING ON STATE:**

42.1 The use or execution by UMBC 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 UMBC to the Contractor, shall not bind UMBC to any of the terms and conditions contained therein except those provisions:

42.1.1 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

42.1.2 not otherwise inconsistent with the Contract Documents.

42.2 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:

- a. 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
- b. the document is executed on behalf of UMBC by the procurement officer; and
- c. execution of the document is approved by the procurement authority whose approval is required by law.

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.

Signature

XXXX

Date

Signature

University of Maryland, Baltimore County

Date

XXXX

SAMPLE ONLY - DO NOT SUBMIT THIS FORM WITH BID/PROPOSAL