

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT  
REQUEST FOR PROPOSAL (RFP) TITLE: FOOD MANAGEMENT SERVICES  
RFP NUMBER: E525-007  
CLOSING DATE: April 21, 2025 at 3:00PM Eastern Daylight Time



**ADDENDUM #3**

Issued: April 9, 2025

**PURPOSE OF ADDENDUM:**

1. To extend the RFP closing date and time to April 21, 2025 at 3:00 PM Eastern Daylight Time.
2. To provide College responses to vendor questions.

**All other specifications, terms and conditions remain unchanged.**

A handwritten signature in black ink, appearing to read 'Patrick Johnson', written over a horizontal line.

**Patrick Johnson, MBA, CPPB**  
Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with the proposal. If proposal has already been submitted, acknowledgement should be submitted separately. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.

**NOTE:** All proposals MUST BE RECEIVED electronically by 3:00pm Eastern Daylight Time (EDT) on **April 21, 2025, 2025**.

Electronic proposal and addendum or addenda shall be sent to the following email address prior to the submittal deadline date and time: [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu). **No responses will be accepted after this date and time.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Signature

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<b>QUESTION:</b>	<b>ANSWER:</b>
1.) Is there a union associated with the dining service employees? If yes, please provide the name of the union and a copy of the collective bargaining agreement.	Dining services employees are not part of a union.
2.) How many managers currently oversee all three campuses?	Each campus has either a chef manager, or a café supervisor.
3.) Please provide the number of salaried managers and rates of pay for each position (no names).	Per section '6.2.6 Staffing-Dining Operations' of the RFP, College is looking for Offerors to submit a proposed staffing schedule for one complete week of operation. Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.
4.) Please provide the number of all hourly associates, positions, and rates of pay (no names).	Per section '6.2.6 Staffing-Dining Operations' of the RFP, College is looking for Offerors to submit a proposed staffing schedule for one complete week of operation. Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.
5.) How many vehicles does your current vendor utilize to service all three campuses?	Food services uses one van to service all three campuses.
6.) Who owns all the catering equipment?	Catering equipment is owned by the College.
7.) Who owns all the smallwares?	Smallwares are owned by the College.
8.) Who owns all the point-of-sale equipment and what is the name of the system?	Point-of-sale equipment is owned by the current Food Services provider. We do not have information on the system name.
9.) Is there an unamortized buyout that the new vendor has to allocate for?	There is not sufficient information to answer this question.
10.) What is the current management fee your current vendor charges you?	Per 'Section 7 – Financial Proposal' of the RFP, College is looking for Offerors to submit their proposal for the annual management fee.

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11.) What was the total subsidy for the calendar year 2023 and 2024 that college paid to your current vendor?	Per section '2.9 Cost Information and Financial Statements', College is looking for Offerors to submit pro forma statements for each food service operation, and projections.
12.) Please validate that vending is not part of this RFP.	Vending Beverage and Snack machines are not part of this RFP. Byte Cooler (ChefFresh), the automated controlled-access kiosk offering grab-and-go items (sandwiches, salads, fresh fruit, etc.) are part of this RFP.
13.) How many Chefs Fresh coolers are there on each campus?	There are only two ChefFresh coolers at the College. One is located at Takoma Park/Silver campus, and one is located at the Central Services Building in Rockville.
14.) Would there be an opportunity to partner with the group running the Starbucks on the Rockville campus to enhance the student experience?	The Macklin Business Institute (MBI) is associated with the Business Administration discipline and is an experiential learning program that addresses the academic needs of extremely high-achieving students. The MBI Honors Program manages the student-run Starbucks café on the Rockville campus. Currently there is not a partnership with this program, but Offerors are encouraged to partner with the Hospitality Management Program to discuss ways how students can benefit from hands-on food services experience.
15.) Please provide customer counts, check average and retail sales by campus.	Germantown: \$129,123.53 Checks: 18,795 Check Average: \$6.87  Rockville: \$604,361.29 Checks: 75,923 Check Average: \$7.96  Takoma Park / Silver Spring: \$204,672.73 Checks: 27,850 Check Average: \$7.35
16.) What college events are concessions provided for? Can a schedule be provided?	Concessions are provided for sporting events (soccer, basketball, baseball, etc.), graduation events, etc. Concessions are also provided at the Cultural Art Center (CAC) at Takoma Park/Silver Spring campus, and Robert E. Parilla Performing Arts Center at the Rockville Campus for a wide variety of performances including music, drama, dance, and comedy shows. The majority of the events happen during the Fall and Spring semesters, but there are some events that take place during the summer months.

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17.) What is the catering sales breakdown per campus?	See question #34.
18.) Of the \$727K catering sales what is the mix of internal groups vs. external groups in both \$ and # of events?	Information is not available at this time.
19.) What are the annual sales/dollar amount of catering currently not being provided by Metz and is being purchased from outside catering companies?	Information is not available at this time.
20.) If the college uses an outside caterer for an event, what are the 3 most used companies?	College Departments can use various companies, and this information is not being tracked at this time.
21.) Are there any student satisfaction surveys we could examine?	To access the most recent survey, click here: <a href="https://acrobat.adobe.com/id/urn:aaid:sc:US:8c6bc0cf-d8f7-40f6-8a53-dfc2a547d3c5">https://acrobat.adobe.com/id/urn:aaid:sc:US:8c6bc0cf-d8f7-40f6-8a53-dfc2a547d3c5</a> .
22.) Of the 6100 full-time enrolled, how many are on each campus?	The College does not track students per campus, because a student may be enrolled at multiple campuses during a semester.
23.) Who owns all the digital signage?	TVs around the campuses are owned by the College.
24.) What is the other Starbucks space opposite the Rockville cafeteria?	This is also a space for the student-run Starbucks café managed by the MBI Honors Program.
25.) Is there any name affiliation with J. Clarkes Grill where we would have to keep that name?	This name does not belong to the College, and it cannot be used by contractors other than the current food service provider.
26.) How many days a week is sushi offered at Rockville?	Sushi is offered Monday – Friday.
27.) What is the process for catering billing?	The Food Service provider sends an invoice to the college department that ordered the college-funded event. The college department can pay using a purchase card (College issued credit card), or with a check by using their College department account charge. Payments are collected by the food service provider.

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28.) What type of operation are you expecting from a concession offer for athletic events? How is revenue handled for those events? (e.g. – nonprofit staffing or other team run events.)	For Athletic events, concessions are made available during the event. Products can range from beverages, snacks, and light refreshments. Events at the Art centers may require the sale of alcoholic beverages. Offeror will work with college departments to determine food options offered. Revenue and staffing are managed by food service provider.												
29.) Is there any warranted feedback to place a new point of service near where classrooms are located on any campus?	The food service provider is required to continuously collect feedback form the College community, and if there is feedback to expand services, the provider will work with Auxiliary Enterprises department to address those requests.												
30.) Can you provide the summer camp and conference schedule for 2024 and 2025?	This information is currently not available.												
31.) Could we provide internships to the culinary program or employ some of those students?	The current provider does not have any student internships, but this can be explored in collaboration with the Hospitality Management Program. College strongly encourages food service provider to hire student workers.												
32.) How does your current vendor support the Thrive Pantry?	Current provider posts information on college resources that help with food insecurities.												
33.) What is more important to Montgomery, price sensitivity to the community or lowering the subsidy.	Montgomery College’s primary objective is to find a strategic partner to provide a quality and high-level dining services program that reflects its emphasis on community between the students, faculty, and staff for each campus community at an affordable price range, while running operations that are financially sound.												
34.) Can you provide a breakdown of sales per campus for both retail and catering?	<table><tr><td><u>Campus</u></td><td><u>Catering Sales</u></td><td><u>Café Sales</u></td></tr><tr><td>Germantown</td><td>\$138,163.11</td><td>\$129,123.53</td></tr><tr><td>Rockville</td><td>\$512,063.49</td><td>\$604,361.29</td></tr><tr><td>Takoma Park/ Silver Spring</td><td>\$120,787.97</td><td>\$204,672.73</td></tr></table>	<u>Campus</u>	<u>Catering Sales</u>	<u>Café Sales</u>	Germantown	\$138,163.11	\$129,123.53	Rockville	\$512,063.49	\$604,361.29	Takoma Park/ Silver Spring	\$120,787.97	\$204,672.73
<u>Campus</u>	<u>Catering Sales</u>	<u>Café Sales</u>											
Germantown	\$138,163.11	\$129,123.53											
Rockville	\$512,063.49	\$604,361.29											
Takoma Park/ Silver Spring	\$120,787.97	\$204,672.73											
35.) Please provide the 2023-2024 operating subsidy.	Information is not available at this time.												
36.) Can you list special catering events (board dinners, graduations, etc.)?	1. Board of Trustees events 2. Summer Dinner Theater events 3. Commencement events 4. Collegewide Meetings												

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	5. Collegewide Community events 6. Campus Wide Celebrations 7. Division Wide Meetings 8. Professional Week Meetings 9. Part-time Faculty Conference events 10. Office of the President events 11. Senior Vice Presidents Office events 12. Montgomery College Foundation Board events 13. Raptor Week events 14. Student Life events 15. Student Government Association, Student Senate, Student Organizations and Clubs events 16. New Student Orientation events 17. Transfer Fair events 18. Volunteer Fair events 19. Science, Technology, Engineering and Mathematics events 20. Montgomery Can Code Summer Camp Lunches 21. Spring Fest events 22. Honor Awards Convocation events 23. Annual Awards Banquets and Ceremonies 24. Welcome to Achieving Collegiate Excellence and Success events 25. Various Montgomery College Camp events 26. Make Your Move campus events 27. Annual Nonprofit Conference at Montgomery College 28. Presidential Scholars Program events 29. Cultural Art Center and Robert E. Parilla Performing Arts Center show events 30. Concessions events 31. Any other events that								
37.) Please provide the number of academic days for the fall, spring, and summer terms.	<table> <tr> <td><b><u>Semester</u></b></td><td><b><u>Academic Days</u></b></td></tr> <tr> <td>Summer 2025</td><td>80</td></tr> <tr> <td>Fall 2024</td><td>118</td></tr> <tr> <td>Spring 2025</td><td>111</td></tr> </table> Number of days includes weekends.	<b><u>Semester</u></b>	<b><u>Academic Days</u></b>	Summer 2025	80	Fall 2024	118	Spring 2025	111
<b><u>Semester</u></b>	<b><u>Academic Days</u></b>								
Summer 2025	80								
Fall 2024	118								
Spring 2025	111								
38.) What is the projected enrollment growth for each of the next three years?	Information not available at this time.								
39.) Current Food Service Staff: a. Can you provide breakdown per campus? b. If awarded, would you	a. Information not available at this time.								

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like to keep any of the current food service employees?	b. The awardee is responsible for staffing, with approval of management positions by the Contract Administrator.
40.) Re: page 20, Section 2.9.8: Financial Statement Assumptions: does the operator need to provide vehicles, or does the College already own them? How many vehicles does the incumbent have?	The Contractor will provide van required for foodservice usage and will be responsible for gas, oil, repairs, maintenance, and insurance as required by Maryland law. The Contractor will assume full monetary responsibility for any College vehicles used temporarily in the performance of the agreement. These costs shall be a direct cost of operation. The current provider has one van.
41.) Re: Student Employees: does the current vendor offer paid/non-paid internships to students? If so, identify how many paid/ non paid interns and their respective roles.	The current vendor does not offer any internships at this time, but they employ student workers.
42.) Re: Current Equipment: what equipment/smallwares does the incumbent own? What equipment, small equipment and smallwares will they be taking from the premises, if the school does not retain incumbent? Please also provide an equipment inventory list for each campus.	An equipment list is not available at this time. Smallwares are owned by the College. Kitchen and café equipment is owned by the College.
43.) Food Service Committee: please provide notes from past meetings.	Information shared on food service committees: customer survey data, new menus items, training program of café staff, listen to college community feedback, etc.
44.) Does the College currently have pouring rights with Coke or Pepsi?	College has issued an RFP to find a pouring rights vendor. If the RFP is awarded to a vendor, that contract will begin on July 1, 2025. Food Service Provider will need to offer products per the RFP contract awardee.

\*\*\*\*\* **END OF QUESTIONS AND ANSWERS** \*\*\*\*\*

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**ADDENDUM #2**

Issued: April 8, 2025

**PURPOSE OF ADDENDUM:**

1. To provide College responses to vendor questions.

**All other specifications, terms and conditions remain unchanged.**

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**Patrick Johnson, MBA**

Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with the proposal. If proposal has already been submitted, acknowledgement should be submitted separately. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.

**NOTE:** All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Daylight Time (EDT) on **April 18, 2025, 2025**.

Electronic proposal and addendum or addenda shall be sent to the following email address prior to the submittal deadline date and time: [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu). **No responses will be accepted after this date and time.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Signature



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<b>QUESTION:</b>	<b>ANSWER:</b>
1.) Was this RFP for one or more of the campuses?	The RFP is for all campuses. Please refer to section '2.1 Background' of the RFP for information on the locations of our dining facilities.
2.) Who owns the marketing screens in the cafeterias? I am referring to the TVs that list the menus, specials, café pricing, etc.	The TV screens in the café locations are owned by Montgomery College.
3.) Does MC require mobile ordering?	Mobile ordering is part of the RFP requirement. Offerors should present a plan for offering mobile ordering at the College to allow students to view menus, pricing, and be able to place orders.
4.) Does the incumbent currently offer mobile ordering?	The current provider does not offer mobile ordering, but they do offer online menus and pricing.
5.) The current deadline of April 18 <sup>th</sup> is quite tight, and in order to prepare a thorough and thoughtful response, additional time would be greatly appreciated.	This is a time-sensitive solicitation, where the current associated contract is coming up for expiration. For this reason, an extension cannot be granted, unfortunately.

**\*\*\*\*\* END OF QUESTIONS AND ANSWERS \*\*\*\*\***

**MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT**  
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**FOOD MANAGEMENT SERVICES**  
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**ADDENDUM #1**  
Issued: April 1, 2025

**PURPOSE OF ADDENDUM:**

- To add the following language to section 1 (Proposal and Contract Information) of Request for Proposal:

**Cafeteria Site Visits**

Cafeteria site visits will be scheduled upon request. All visits must be completed by the April 18, 2025 vendor proposal receipt deadline date.

Please contact the individuals listed below to schedule site visit.

- Sokol Mato, Director of Auxiliary Enterprises: [Sokol.Mato@montgomerycollege.edu](mailto:Sokol.Mato@montgomerycollege.edu)
- Tim Wasel, OBS Staff: [Tim.Wasel@montgomerycollege.edu](mailto:Tim.Wasel@montgomerycollege.edu)

**All other specifications, terms and conditions remain unchanged.**

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**Patrick Johnson, MBA**  
Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with the proposal. If proposal has already been submitted, acknowledgement should be submitted separately. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.

**NOTE:** All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Standard Time (EST) on **April 18, 2025, 2025**.

Electronic proposal and addendum or addenda shall be sent to the following email address prior to the submittal deadline date and time: [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu). **No responses will be accepted after this date and time.**

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**ADDENDUM #1 - Continued**

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Company Name

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Authorized Signature

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Date

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Printed/Typed Signature



Office of Business Services  
9221 Corporate Blvd  
Rockville, MD 20850

**REQUEST FOR PROPOSAL**

**RFP NO. E525-007**

**RFP TITLE: FOOD MANAGEMENT SERVICES**

All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Standard Time on **April 18, 2025.**

Prices must remain firm for: **120 DAYS AFTER PROPOSAL CLOSING DATE AND TIME**

**Proposal Bond Requirements: NONE**

**Performance, Labor and  
Material Bond requirements: NONE**

**Pre-proposal Conference: NONE**

**MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION**

**Important:** Your quotation will be jeopardized if any portion of this inquiry is not complete. No proposal will be accepted after the date and time stated above.

A handwritten signature in black ink, appearing to read 'Patrick Johnson', written over a horizontal line.

**Patrick Johnson, MBA, CPPB  
Director of Procurement**

**NOTE: Prospective Offeror's that have received this document from a source other than the Procurement Office should immediately contact the Procurement Office and provide their name and e-mail address so that any amendments to the Bid/RFP or other communications can be sent to them. Failure to contact the Procurement Office may result in non-receipt of important information.**

**REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND** Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. **Corporations must be registered, and in good standing no later than proposal submittal deadline date.** A copy of the registration or application for registration may be requested by the College.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**TABLE OF CONTENTS**

<b>TITLE</b>	<b>PAGE</b>
<b>SECTION 1 – PROPOSAL AND CONTRACT INFORMATION</b>	1-9
<b>SECTION 2 – BACKGROUND AND SCOPE OF WORK/SERVICES</b>	10-21
<b>SECTION 3 – QUALIFICATIONS AND REQUIREMENTS</b>	22-23
<b>SECTION 4 – IT DATA SECURITY, COMPLIANCE, AND ACCESSIBILITY REQUIREMENTS</b>	24-30
<b>SECTION 5 – PROPOSAL EVALUATION AND AWARD</b>	31-32
<b>SECTION 6 – PROPOSAL SUBMISSION</b>	33-35
<b>SECTION 7 – FINANCIAL PROPOSAL</b>	36
ATTACHMENT A: REFERENCES	37
ATTACHMENT B: CONFLICT OF INTEREST STATEMENT	38
ATTACHMENT C: NON-DEBARMENT ACKNOWLEDGEMENT	39
ATTACHMENT D: CONTRACTOR INFORMATION FORM	40
ATTACHMENT E: NO BID RESPONSE	41
ATTACHMENT F: GENERAL CONDITIONS AND INSTRUCTIONS	42-48
ATTACHMENT G: MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE	49-54
ATTACHMENT H: SAMPLE MENU PROFILE	55-58
ATTACHMENT I: KEY PERFORMANCE INDICATORS	59



**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION**

**1.1 Intent**

It is the intent of this Request for Proposal to provide Montgomery College with college-wide food, dining, and catering services **on a management fee basis**, in accordance with all terms and conditions contained herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

Montgomery College will hereinafter be referred to as the “College” and “MC.” Respondents to the RFP will be referred to as “Offeror’s” and “Proposers.” The Offeror to whom the contract is awarded will be referred to as the “Contractor.”

**1.2 Electronic Bid Submittal Due Date**

All responses to this Request for Proposal must be submitted electronically, as two separate attachments. One attachment shall consist of the Technical Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single email. **Failure to submit Technical Proposal and Pricing Proposal as separate attachments, will result bidding firm’s disqualification.** See Section 5 Proposal Submission for complete submission instructions.

Electronic proposal and addendum or addenda, if applicable, shall be sent to the following email address by the submittal deadline date and time: [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu). All responses to this Request for Proposal are due by **3:00 p.m., April 18, 2025** Eastern Standard Time (EST). **No responses will be accepted after this date and time.** In the event that the College is closed on the RFP closing date, due to an unforeseen circumstance, the RFP will close at the stated time on the next open business day, unless the Offeror is notified otherwise.

**1.3 Contact Information**

Request for information or technical questions related to this solicitation should be directed to **Chiquita Manago Haywood, Purchasing Agent**, via e-mail to [chiquita.manago@montgomerycollege.edu](mailto:chiquita.manago@montgomerycollege.edu). The Bidder may not initiate contact with any other College representative regarding this bid. All inquiries and questions must be submitted in writing via email and received by **4:00 pm, April 4, 2025**. All questions received by the noted deadline will be answered and sent to all proposing firms via issuance of an addendum. No questions will be accepted after this date.

**1.4 Addenda**

The College will issue an addendum or addenda to all prospective Offeror’s known to have received the document, if it becomes necessary to issue any. Only answers provided via an addendum issued by the Procurement Office will be binding. However, Offeror’s bear sole responsibility for downloading all addenda, if any, for this RFP from the College Procurement website at <http://www.montgomerycollege.edu/procure/> and it is the responsibility of the Offeror to check this site for any addenda before submitting a proposal. Acknowledgement of the receipt of all addenda must accompany the Offeror’s proposal, and all addenda shall become part of the RFP documents. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such addenda.

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**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued**

**1.5 Proposal Validity**

Offeror's must hold their proposal prices for 120 days after the award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-solicit the contract or to award the contract to the next highest evaluated Offeror.

**1.6 General Conditions and Instructions**

Offerors shall refer to, understand, and agree to Attachment F, General Conditions and Instructions, of this proposal. The College reserves the right to reject as non-responsive any offer that objects to any of the terms, conditions, or specifications of this RFP.

**1.7 Submitted Pricing**

All pricing is FOB Destination. Pricing must be submitted on the Financial Proposal page (Section 7). The prices offered on the Financial Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror's omission. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. The College reserves the right to request additional related services in support of its operations, and fees for those services shall be negotiated accordingly. The College is exempt from State of Maryland sales use tax and federal excise tax, and the College will not pay or reimburse those taxes.

**1.8 References**

The Offeror must provide three (3) references, with whom Offeror has provided similar services within the past three years. All references must include organization name, contact name, mailing and email address, telephone number, and service dates. Cited references must be able to confirm, without reservation, the Offeror's ability to provide services in accordance with the requirements contained in this solicitation. The College reserves the right to reject a proposal based on an unsatisfactory reference; use itself as a reference, if applicable; request additional references; contact any non-reference clients that have utilized Offeror's services; or require a site visit to one or more of the Offeror's reference locations.

**1.9 Contractors Responsibility for Employees/Subcontractors**

The College seeks proposals from Contractors performing all requested services and will enter into an agreement only with the selected Offeror. No portion of the work shall be subcontracted without the prior written consent of the College throughout the terms of the contract, including renewals and extensions. In the event the Contractor desires to subcontract part of the services specified herein, the Contractor shall furnish the company or individual name(s), contact name, mailing and e-mail addresses, qualifications, and experience of the proposed subcontractor(s), as well as a description of the services to be performed by the subcontractor. The primary Contractor shall remain fully liable for the work performed by the subcontractor(s) and shall assure compliance with all requirements of the contract if approved by the College. The College reserves the right to reject any proposed subcontractor in its own best interest.

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**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued**

The contractor shall be responsible for the acts and omissions of all the firm's employees and all Subcontractor employees, their agents and all other persons performing any of the work under a contract with the contractor. The contractor shall at all times enforce strict discipline and good order among the contractor's employees and shall not employ on the work site any unfit person or anyone not skilled in the task assigned.

**1.10 Proposal Evaluation**

Proposals submitted in response to this solicitation will include evaluation as follows:

- 1.10.1 Offeror is **responsible** – Offeror demonstrates ability to provide products and/or services that can meet or exceed requirements. The following criteria will be used to determine responsibility:
  - 1.10.1.1 Offeror has the equipment, ability, and experience to perform the work as stated in the specifications listed in this RFP.
  - 1.10.1.2 Offeror is financially stable.
- 1.10.2 Offeror is **responsive** – Offeror follows RFP submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:
  - 1.10.2.1 Offeror has favorable references that can confirm its ability to provide the products and/or services as stated in the specifications listed in this RFP.
  - 1.10.2.2 Offeror has provided all documentation and samples requested in the Scope of Work/Specifications.

**1.11 Proposal Rejection**

The College reserves the right to reject any or all offers received as a result of this Request for Proposal. Offers may be rejected for any of the following reasons:

- 1.11.1 Failure to meet the mandatory specifications and requirements.
- 1.11.2 Failure to respond in a timely manner to a request for additional information, data, etc.
- 1.11.3 Failure to supply appropriate and favorable client references.
- 1.11.4 Submittal of an incomplete Price Proposal page.
- 1.11.5 Failure to sign the proposal.
- 1.11.6 Failure to return any addenda acknowledgements
- 1.11.7 Submittal of conditional, alternate or multiple proposals.
- 1.11.8 Failure to demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.11.9 Failure to provide samples and/or demonstration materials that are representative of the quality level sought by the College.



**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued**

**1.12 Required Submittal List.** Submittal Packet should be returned in its entirety:

- Technical Proposal, including all attachments and the following:
  - Program, Menus, and Concept Descriptions
  - Staffing – Dining Operations
  - Retail Operations
  - Catering Operations
  - Management Organization
  - Labor Training Practices
  - Sanitation and Safety Programs
  - Sustainability
  - Financial Proposal
  - References (Attachment A)
  - Conflict of Interest Statement (Attachment B)
  - Non-Debarment Acknowledgement (Attachment C)
  - Contractor Information Form (Attachment D)
  - Subcontractor List, if applicable
  - Acknowledgement of Receipt of Addenda, if applicable
  - Price Proposal (Section 7)

**1.12.1** For any portion of your proposal that you reasonably believe is confidential commercial or financial information as defined in the MPIA described in Section 1 of this RFP, **provide a duplicate copy of your technical and price proposal with proposed redaction of such information**. Failure to provide a duplicate redacted copy constitutes your acknowledgement that all information in your technical and price proposal is not confidential commercial or financial information.

**1.13 Failure to Submit**

Failure to provide any of the items noted in Section 1.12 may deem a proposal non-responsive.

**1.14 Estimated Contract Quantities**

If applicable, the College's estimated service requirements should not be construed as a guarantee of the actual volume to be purchased.

**1.15 Contract Award**

An award will be made in the best interest of the College to the highest evaluated and most responsible, responsive Offeror that can meet or exceed the terms, conditions, and specifications of this solicitation. Evaluation of Offeror's will be based on Offeror qualifications, competitive pricing, and references. The evaluation for award will be made on the basis of payment to the Contractor in Net 30 Days from the date an acceptable invoice is received by Montgomery College. The College may cancel this Request for Proposal or reject any or all proposals in whole or in part.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued**

**1.16 Contract Documents**

The Request for Proposal in its entirety, the Offeror's proposal, and the College purchase order will form the contract. Offeror's requiring their signed contract or terms and conditions separate and apart from the foregoing must submit such a contract, terms, and conditions with their response. The contract will be examined and evaluated along with the Offeror's proposal. The College reserves the right to reject the Offeror's contract form and terms and conditions.

**1.17 Contract Term**

Multi-Year Award. The initial term of this contract will be for three (3) years from date of award. Beyond the initial term, at the sole option of the College, the contract may be renewed for two (2) additional one-year terms, subject to funding availability and need, and provided that the Contractor has been in compliance with the terms and conditions of the contract and its service has been satisfactory. The College reserves the right to amend its requirements during the life of the contract to meet the needs of the College.

**1.18 Notification of Change in Personnel Assigned to Contract**

Awarded contractor must notify Montgomery College of any changes in personnel assigned to contract, that may impact level of services provided by contractor. Notification must be provided throughout life of contract, and within (7) seven business days of a change in personnel assigned to contract. Failure to notify Montgomery College may result in termination of contract.

**1.19 Notification of Change in Financial Condition**

Awarded contractor must notify Montgomery College of any change in company's financial condition that could negatively impact the level of services or products provided by contractor. Notification must be provided throughout life of contract, and within (7) seven business days of change in company's financial condition. Failure to notify Montgomery College may result in termination of contract.

**1.20 Contract Pricing**

Contract prices shall remain fixed for first year of contract. Requests for price increases after first year of contract must be submitted in writing within 60 days of expiration of year one contract term. The same will apply for all successive contract renewal periods, should the College elect to exercise them. Any approved increase will take effect at the start of a contract renewal term. All contract price increase requests, along with supporting documentation must be sent to the Director of Procurement.

The College reserves the right to request additional supporting documentation. Any price adjustments cannot exceed the regional Consumer Price Index (CPI) Food Away from Home as published by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (PCI-U), not seasonally adjusted; most current year final index (no preliminary).

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued**

**1.21 Contract Modification and Amendment**

The College retains the unilateral right to require changes in the Scope of Work as long as the changes are within the general scope of work to be performed hereunder. The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Montgomery College before the Contractor performs additional work on the project.

The Contractor cannot accept purchase orders/requests for services or products that are not covered in this contract or make changes to the scope of work unless a price for those services or products has been negotiated with the Procurement Office, and the Contractor has received a signed contract amendment from the Procurement Office.

**1.22 Insurance Requirements**

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

a) Commercial General Liability Insurance including all extensions:

\$2,000,000 each occurrence;  
\$2,000,000 personal injury;  
\$2,000,000 products/completed operations;  
\$2,000,000 general aggregated

b) Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.

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

e) If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident. A combined single limit policy is acceptable.

All policies for liability protection, bodily injury or property damage must specifically name or its face, Montgomery College, the Board of Trustees, and their employees as "Additional Insured" as respects to operations under the agreement and provided, however, with respect to Contractor's liability for bodily injury or property damage under items 1a-1e above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the College, persons or property of employees, students, faculty members, agents, officers, trustees, invitees or guests of the College.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued**

Network Security & Privacy Liability (also known as Cyber Liability) insurance with limits not less than \$3,000,000 for liability and damages resulting from any misuse, misappropriation, unauthorized disclosure or other breach of private information and personally identifiable information, arising from Contractor's performance of services. Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages.

Each insurance policy shall contain the following endorsements: "It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer forty-five (45) days 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. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. Following the notice of Contract award, the requested Certificates and Policies shall be delivered as directed by 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 and acceptable to the College. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest AM Best ratings.

**1.23 Certificate of Liability Insurance**

The Contractor shall furnish the College a Certificate of Liability Insurance as evidence of the required coverage within seven (7) days of award of the contract. Such insurance shall name the College as an Additional Insured. Policy and Certificates of Insurance shall reference Montgomery College Contract No. **RFP E525-007**. Current certificates must be provided to the College throughout the contract term.

**1.24 Termination of Insurance**

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

**1.25 Contract Assignment**

The Contractor may not assign, transfer, convey, sublet or otherwise dispose of the contract or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval, in writing, by the College, and consent to such assignment shall not be unreasonably withheld or delayed. Unless otherwise agreed to in writing by the College, the assignee shall bear all costs incurred by the College, directly or indirectly, in connection with or as a result of such an assignment.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued**

**1.26 Contract Deadlines and Failure to Deliver**

The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. Additionally, if the Contractor fails to comply with established delivery requirements, the College reserves the right to make an open market purchase of required services and items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.

**1.27 Billing**

Summary billing for a lump sum amount is not an acceptable format on invoices billed to the College and any invoice presented for payment that lacks itemized billing may be returned. Minimally, invoices must include the College purchase order number. All true and correct invoices must be mailed to Montgomery College, Office of Business Services, Accounts Payable, at 9221 Corporate Blvd, Rockville, Maryland 20850 or e-mailed to [accountspayable@montgomerycollege.edu](mailto:accountspayable@montgomerycollege.edu).

**1.28 Public Record and Proprietary Information**

As a public entity, the College is subject to the disclosure requirements in the Maryland Public Information Act ("MPIA"), Title 4 of the General Provisions Article of the Annotated Code of Maryland. Information that is deemed to be confidential commercial or financial information, as defined by the MPIA, may be exempted from disclosure. Offeror's must clearly identify each part of the Offer that it believes contains confidential commercial or financial information by stamping the top right-hand corner of each pertinent page with large red bold letters stating the words "confidential" or "proprietary". It is not sufficient to preface your proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks some or all pages as confidential. General claims of confidentiality or similar blanket designations shall not be effective. Each Offeror must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

Offeror agrees that upon request from the College, it will provide justification as to why any material, in whole or in part, should be considered confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to a request under the MPIA. The College, by law must apply the MPIA requirements for public information disclosure deemed proprietary and/or confidential; therefore, even the information marked as such by the Offeror may still require public disclosure. **Offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential and may be disclosed upon request under the MPIA.**

**1.29 Confidentiality**

The Contractor agrees to maintain in strict confidence Montgomery College's confidential information as listed herein. The Contractor may use the College's confidential information solely to perform the services required, as listed herein and may not disclose such information to any person or entity without the expressed written consent of Montgomery College.

The information contained in proposals submitted for the College's consideration will be held in confidence until all evaluations are concluded and an award has been made. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued**

Offeror's must clearly mark any information considered proprietary and confidential. The College will honor requests for confidentiality for information of a proprietary nature. Pricing may not be deemed confidential.

**1.30 Family Educational Rights and Privacy Act** (if applicable)

The Family Educational Rights and Privacy Act (**FERPA**) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. The successful Contractor will be responsible for the protection of student information as it relates to this law. In the event the Contractor is unable to continue operation of the services required, for whatever reason, the College requires that the Contractor provide on appropriate media all data and information proprietary to Montgomery College. This information must not be made available to any third parties without the expressed written consent of Montgomery College.

**1.31 Tobacco and E-Cigarette Policy**

Montgomery College is a tobacco-free institution. The use of tobacco and e-cigarette products is prohibited in all indoor and outdoor College-owned property and facilities, including all buildings and building entrances; walkways; recreational and athletic areas; parking lots; bus stops/shelters; College owned or leased vehicles; and facilities leased and controlled by the College as well as at meetings or conferences sponsored by the College, regardless of the location. This use prohibition extends to the Contractor's employees, agents, subcontractors, and Contractors.

**1.32 State of Maryland Proof of Registration**

**NOTE:** Prior to the finalization of award and contracting, the successful vendor will be checked with the State of Maryland as proof that they are properly registered to do business in the State of Maryland and are in Good Standing. For further information, please visit:

<https://businessexpress.maryland.gov/manage/maintain-good-standing-status>

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 2 – BACKGROUND AND SCOPE OF WORK/SERVICE**

**2.1 Background**

Montgomery College is Maryland's second oldest community college. The College serves 45,385 students each year, seeking degrees, certificates, and training at nonresidential campuses located in Germantown, Rockville, and Takoma Park/Silver Spring, East County Education Center and at off-campus sites throughout Montgomery County. To support the academic and professional goals of our students, the College employs more than 3,365 faculty, administrators, and staff.

The College takes great pride in the service provided to its students. It is committed to offering the highest possible quality of life for the College community as a whole. With more than 150 countries represented, the College boasts one of the most culturally diverse campus communities in the state. Given the rich diversity of the College community, dining services must appeal to a wide array of palates. The College has three cafeterias, one serving each campus. The College is looking for a Contractor that can implement foodservice offerings that change with the evolving facilities, programs, and services of the College. There may be new facilities, campuses, or programs that will require Contractor to meet the growing demands of the College. At present, the College does not offer meal plans as it is a non-residential college.

Montgomery College has a total of three (3) dining facilities, on its Germantown, Rockville, and Takoma Park/Silver Spring campuses respectively.

- **Germantown campus:** cafeteria is a 4,353 square foot facility located on the lower level of the Humanities and Social Services Building. The space includes a full-service kitchen, a serving line, and a dining room that seats up to 175 persons. A small storage area is located across the hall to the rear of the kitchen.
- **Rockville campus:** cafeteria is a 6,105 square foot facility, located on the first floor of the Campus Center building, which includes a full-service kitchen that includes a large storage room; a 193 square foot management office; and, servery that features several branded concepts. Adjacent to the servery is a 250 square foot faculty/staff dining room that seats up to 80. Directly across from the servery is a 3,090 square foot student dining room with seating capacity up to 240.
- **Takoma Park/Silver Spring campus:** cafeteria is a 6,971 square foot facility located on the first floor of the Charlene R. Nunley Student Services Center, which includes a full-service kitchen, student dining area, two storage rooms, a management office, and servery that features several branded concepts.
  - **The Morris and Gwendolyn Cafritz Foundation Arts Center Building:** In this building, at the Takoma Park/Silver Spring campus, there is an automated controlled-access kiosk offering grab-and-go items such as fresh sandwiches, salads, fruit, breakfast items, etc. Offeror will maintain the kiosk and stock with food options.



**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 2 – BACKGROUND AND SCOPE OF WORK/SERVICE**

- **Central Services Building:** In this building location there is an automated controlled-access kiosk offering grab-and-go items such as fresh sandwiches, salads, fruit, breakfast items, etc. Offeror will maintain the kiosk and stock with food options.
- 2.1.1 The College also offers a Hospitality Management curriculum via credit and non-credit programs. The academic concentrations within this discipline include Food and Beverage Management (restaurant management focus), management/supervision (hotel focus) and culinary. The Hospitality Management Program provides hands-on, practical skills to prepare for a successful career in hospitality management.
- 2.1.2 Additionally, the Macklin Business Institute (MBI) is associated with the Business Administration discipline and is an experiential learning program that addresses the academic needs of extremely high-achieving students. The MBI Honors Program manages a student-run Starbucks café on the Rockville campus.

**The College's Hospitality Management Program and Macklin Business Institute are stand-alone areas, and would NOT fall under the purview of the food management services contract.**

**2.2 Objective**

Montgomery College's primary objective is to find a strategic partner to provide a quality and high-level dining services program that reflects its emphasis on community between the students, faculty, and staff for each campus community at an affordable price range. The College desires a dining program that provides exciting and energized venues with an array of authentic and well-rounded food offerings; a full experience with food services that provide a place of comfort outside of the home and classroom; and, provide quality and value to each campus while offering opportunities for students, faculty, staff and guests to share experiences outside of the classroom.

**2.3 Scope of Work/Services, Approach, and Deliverables**

Contractor will purchase, prepare, and serve food products. Meal offerings provided must be balanced and include short order offerings as required for students, faculty, staff and guests on such hourly schedules as may be established by the College. Meal program(s) must be flexible to changing dietary needs, growth tied to College initiatives, and anticipate and/or react to changing lifestyles, health habits, and food preferences of the College community as a whole throughout the life of this contract.

- 2.3.1 Management Oversight Plan - Contractor is expected to operate its dining services so that the highest degree of professionalism can be achieved in the delivery of foodservices within an economic structure that is desirable for both the College and the Contractor. Contractor must provide a management oversight plan, and include a description of how they will ensure proper preparation for busy periods to minimize service wait times for customers and ensure they will not run out of food items during peak periods.
- 2.3.2 The Contractor will be subject to the supervision and control of the College's Contract Administrator to ensure performance to the satisfaction of the College. This may include supervision and control by any compliance consultants that the College may engage.



**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 2 – BACKGROUND AND SCOPE OF WORK/SERVICE – continued**

- 2.3.2 Serving Style and Standards – The serving style (cafeteria, over-the-counter, hot bar, etc.) shall be at the discretion of the Contractor. Special attention must be paid to customer service. Contractor should describe specific ways it plans to enhance the current customer service environment, including but not limited to, training programs, employee uniforms, etc.
- Hot foods are to be served hot (above 140 degrees Fahrenheit) and cold foods are to be served cold (below 40 degrees Fahrenheit).
  - All food shall be garnished for attractive presentation whenever possible. Serving stations, including catering, salad bars and food display areas shall be decorated at all times with seasonal displays, flowers, etc. Food items at the main service stations shall be readily identifiable with attractive and individual labels.
  - Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. The Offeror shall adhere to the general food service industry guide: If you are not willing to purchase or consume the product yourself, it should not be displayed. College has the final say in determining this state where disputes occur.
  - All serving stations and bars are to be well stocked throughout the entire posted serving times. The last customer is to be offered the same range of choice as the first. Food will remain at the stations 15 minutes after the closing of service hours to allow late students to be served.
- 2.3.3 Menu Profile/Specification – Contractor will maintain prescribed menu standards for the full serving period on each campus. Contractor must include a suggested menu profile, price and portion guide, promotions, merchandising and other features in proposal appendices. An example menu profile is being provided under Attachment H. Contractor will utilize demographic data of campus communities to determine needed cultural food offerings., a

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 2 – BACKGROUND AND SCOPE OF WORK/SERVICE – continued**

- 2.3.4 Food Preparation Standards – Contractor shall prepare food items on the premises, utilizing batch cooking as close to time of service as possible. Cook-to-order or progressive cooking should be the normal method of operation; staggering the preparation of food whenever possible so that nutritional value, temperature, taste, and overall quality can be maintained during serving hours. Minimization of pre-prepared food items is desirable.
- 2.3.4.1 The Offeror's on-site management must have the ability to alter recipes for reduction of certain ingredients especially salt, fat, and sugar.
  - 2.3.4.2 Recipes standardized for quality, yield, cooking procedures, serving containers, utensils, and portion size shall be used in all production units.
  - 2.3.4.3 Leftover foods shall be kept to a minimum and refrigerated as necessary in shallow pans after each meal, properly covered, labeled with product name and date and used promptly. All leftovers which require refrigeration shall be stored in one location, labeled and dated.
  - 2.3.4.4 Leftovers cannot be frozen and shall be served as an extra selection within 24 hours. Under no circumstances should leftovers be used to replace any approved menu selection.
  - 2.3.4.5 Bakery items shall be made on premises including bakery items used for catering. Pre-prepared mixes and dough are permissible, but every attempt should be made to provide products that are "homemade".
  - 2.3.4.6 Vegetable shortening rather than animal shortening must be used for food prepared on site. The Offeror is strongly encouraged to purchase food prepared with vegetable shortening and oil. If this is not possible, then it must be clearly labeled as containing animal fat when the food is served.
  - 2.3.4.7 Vegetarian and vegan menu items should not be cooked in the same fat, sauce or other cooking medium (to include the use of grill top and deep fat fryers) as the non-vegetarian and vegan items.
  - 2.3.4.8 Different color-coded tongs shall be used for foods that require indication of whether they are vegan, vegetarian, gluten free, Halal, nut free, etc. The Offeror will be required to provide concessions services at college events. Offeror will work with college departments to determine food options offered. Offeror must provide a plan to ensure concessions events are financially sustainable.
- 2.3.5 Purchasing Specifications - The Contractor shall adhere to the following specifications in the procurement of raw foods noted below. All other foods must be of comparable quality.
- All meats, meat products, poultry, poultry products, and fish must be Government inspected.
  - Beef, lamb, and veal shall be U.S.D.A. Grade Choice or better.
  - Pork shall be U.S. No. 1.
  - Poultry shall be U.S. Government Grade A.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 2 – BACKGROUND AND SCOPE OF WORK/SERVICE – continued**

- Fresh fish and seafood shall be top grade; frozen fish and seafood shall be a nationally distributed brand, packed under continuous inspection of the U.S.D.A.
  - Dairy products:
    - Cage-free Eggs – fresh U.S.D.A. or State graded "A"
    - Butter – U.S.D.A. Grade "A" (92) score
    - Cheese – U.S.D.A. Grade "A" for all graded cheese
    - Milk and Milk Products – U.S.D.A. Grade "A"
  - Fresh fruits and vegetables – U.S.D.A. fancy to U.S.D.A. Number "1" shall be used for all graded fresh vegetables and fruit as a minimum specification.
  - Dry stored items and canned goods – Grade "A" fancy.
  - Frozen fruits and vegetables – U.S.D.A. Grade "A".
  - All food items shall be procured in accordance with NACUFS Professional Standards Manual, Section VII, and Systems for Quality Assurance.
- 2.3.6 Personnel – The Contractor will assign for duty at the College only employees acceptable to the College. The Contractor will maintain adequate staff of its employees on duty at each campus cafeteria and provide expertise as needed. Contractor employees will strictly adhere to College regulations regarding personal behavior. Personnel will be subject to the same parking regulations as College employees. The College encourages the Contractor to advertise and market position openings to our students.
- 2.3.7 Sanitation – Sanitation considerations are most important. The Contractor shall maintain an "A" rating at all times. The Contractor shall notify in writing of any matters on which the College's assistance or cooperation is needed in order to maintain sanitation standards at least equal to an "A" rating, e.g., student behavior and dining room housekeeping.
- 2.3.8 Facilities, Equipment, and Supplies - The College agrees to furnish, without cost to the Contractor, the equipment, fixtures, and furniture currently in each campus cafeteria. Additional space, fixtures, and furniture may be furnished by the College at its cost upon mutual agreement of the parties. The Contractor shall have the privilege, if deemed necessary, to provide additional fixtures, but not without the expressed consent of the College. The Contractor agrees to be responsible for any replacement of furniture and fixtures when damage is caused by its negligence, or wear and tear beyond normal usage. All fixtures and furniture provided by either party shall remain the property of the party who provided such upon the termination of this agreement. No College fixture and/or equipment will be removed from the cafeteria without the expressed consent of the College.
- 2.3.9 Expendable Supplies - The Contractor will provide all expendable supplies required such as plates, cups, napkins, and silverware. These items may be paper, Styrofoam, and/or plastic. The Contractor will provide all expendable equipment such as pots, pans, kitchenware, trays, salt and pepper shakers, etc.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 2 – BACKGROUND AND SCOPE OF WORK/SERVICE – continued**

- 2.3.10 Fire extinguishers shall be furnished and serviced by the College, but the Contractor shall be responsible for making certain that all necessary fire extinguishers are in place and operable at all times. When additional fire extinguishers or service on existing fire extinguishers are needed, the Contractor shall notify the College.
- 2.3.11 The Contractor shall be responsible for the maintenance and repair of all Contractor-owned equipment.
- 2.3.12 The College will maintain and repair the facilities including roofs, heating, ventilation, air conditioning, electrical and plumbing, except in the event of wear, damage, or malfunction which is caused by the negligence or dishonesty of the Contractor or its employees. The College shall not be liable to the Contractor or others for any loss, damage, cost or expense which may result prior to the completion of such maintenance and repairs.
- 2.3.13 Utilities - The College will furnish all utilities, except long distance telephone service, at its expense.
- 2.3.14 The College does not guarantee an uninterrupted supply of utility services and the College shall not be liable to the Contractor or others for any loss, damage, cost or expense which may result from the interruption of, or failure of, utility service.
- 2.3.15 The Contractor will be responsible for the disposition of any and all garbage or will reimburse the College appropriate "tipping fees".
- 2.3.16 Safety Standards - All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector, which customarily requires a label or re-examination listing or identification marking for the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels, the Underwriter Laboratory and/or National Electrical Manufacturer's Association for gas-operated assemblies, where such approvals or listings have been established for the type(s) of devices offered and furnished.
- 2.3.17 Regulatory Compliance - The Contractor will comply with all applicable laws, rules, and regulations promulgated by any federal, state, local government, bureau, or department.
- 2.3.18 Pest Control Service - For all kitchen, serving and disposal areas, the College shall, at its own expense, provide insect and rodent control treatments at a minimum of once per month from a certified pest control company.

**2.4 Reporting and Monitoring Mechanisms**

Contractor must provide the Contract Administrator with a one to two-page executive summary monthly providing updates on the menus, customer satisfaction, program changes and key financial metrics (e.g., revenues, food costs, student meal participation, etc.). Failure to provide this information will result in a financial penalty of \$1,000 per occurrence, up to a maximum of \$10,000 each Contract Year. Contractor will provide up to \$10,000 in potential penalties per Contract Year tied to any underperformance tied to reporting or the established Key Performance Indicators. **Refer to Attachment I: KEY PERFORMANCE INDICATORS.**

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 2 – BACKGROUND AND SCOPE OF WORK/SERVICE**

The Offeror is to provide an example of a monthly report with metrics on the following:

- Key Performance Indicator (KPI) example template. See attached for information on required KPIs.
- Health inspection reports
- Staffing level reports
- Food cost trends including cost per plate
- Labor cost trends
- Meal plan meal participation rates, by meal period
- Mystery shopper reports
- Local purchasing benchmarking status
- Sustainable practices status
- Monthly report, budgets and plans
- Sales reports by location and transaction type in Excel format
- List of any requested service/product returns and refund requests with documented reasons for requests

The Offeror must provide an example and methodology to comply with the following requirements: By August 1<sup>st</sup>, 2025, and by May 1<sup>st</sup> of each subsequent Contract Year, Contractor will provide an annual measurement tool(s) or KPI's that will allow College and Contractor to proactively measure/monitor quality (service, food, etc.) as well as meal plan perception and satisfaction, on a month-to-month, and year-to-year basis as well as. The intent of the reporting mechanism will be to create measurable goals that both parties can use to monitor and ensure progress in multiple key categories throughout the contract term.

Upon the request of the College, Contractor must meet with the Contract Administrator to discuss, and document in writing, the positives and negatives from each year. This collaborative discussion will focus on ways to ensure that the positives from the previous year are preserved and emphasized in the next Contract Year, and that there is a strategy to eliminate or reduce any negative feedback from the previous year. In addition to the items outlined above, this will provide an overall annual action plan and score card going into the next Contract Year for both parties to review and implement.

## **2.5 Professional Management**

Professional management, commensurate with the level of service desired by the College, is an important consideration when preparing a response to this document. The College's expectation is that the Contractor's response reflects the professional management abilities of the Contractor striving to meet the institution's goals and specifications. A Food Services Program Director must be designated to this contract, and an organizational chart showing the manager and all contract staff must be included. Provide team members (resume) educational background and experience, including sub-consultants, if applicable.

The information should describe the nature of the work and the role of these individuals and/or companies as they relate to this contract. Include the qualifications of any subcontractors that may be employed to assist on this project.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 2 – BACKGROUND AND SCOPE OF WORK/SERVICE – continued**

**2.6 Responsibilities of Each Party**

The items and services identified in the table below are the responsibility of the party who is identified to the immediate right of the particular item or service. The particular item or service shall be paid for by the party to the immediate right of the responsible party for that given item or service.

**2.7 Marketing and Merchandising**

Offeror shall focus in the presentations and preparation of healthy food. Offeror should include the following in the marketing strategy:

- Contractor must offer mobile ordering and payment systems.
- Offeror must plan to use social media to engage community members about food offerings, featured items, and special menus.
- Theme Special Menu: offeror must offer monthly special menus to celebrate the diversity of the college population, create a sense of belonging, and make café retail operations more attractive.
- Offeror must have a website where:
  - Menus are made available for both retail and catering operations.
  - Nutrition information is available for each menu item.
  - Users can submit feedback on food and dining services and products.
  - Information listed on management staff at each café location and catering services.
  - Information on how to submit dietary needs is available.
  - Nutrition resources are available.
  - Website pages are ADA compliant.
- Digital menu boards must be available in all cafeterias.
- Marketing strategy and promotions to attract customers and drive excitement. A marketing plan is required each year.
- Food options will be labeled to emphasize vegan, vegetarian, halal, kosher, and any other options available at the cafeteria.
- Printed menus with nutrition and ingredients information must available in all cafeteria locations.

2.7.2 The offeror will establish and maintain a high-quality program to accommodate students, faculty, staff, and guests of the College who have special dietary needs, in compliance with the American with Disabilities Act. The offeror will assist and accommodate persons with disabilities.

2.7.3 The Offeror must provide a dining program that meets the needs of the College's diverse population that includes vegetarian and vegan meals that are protein rich, properly labeled, and healthy.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 2 – BACKGROUND AND SCOPE OF WORK/SERVICE – continued**

2.7.4 Payment methods: Offeror should provide ordering and method of payments below:

- Cash
- Debit and Credit Cards (Mastercard, Visa, American Express, Discover Card, etc.
- Mobile Pay
- Any new emerging payment and ordering technologies
- Meal Dollars
- Kiosk and Online ordering

**2.8 Catering Services**

Offeror must provide the finest catering program to the College community with great culinary taste and presentation. Catering staff will perform with the highest level of professionalism. Catering events include coffee breaks, pizza, sandwich delivery, formal receptions and dinners. MC has a robust catering program for formal and informal meetings and gatherings.

2.8.1 Offeror at a minimum must offer the following catering options:

- Day-to-day delivery
- Low-cost menu
- Premium service including an Executive Menu
- Pick-up service
- Custom menu based on budget and client's needs

2.8.2 Offeror must train catering service staff regarding catering policies and procedures to ensure that orders are correct and delivered on time.

2.8.3 The offeror will work with the College to ensure:

- Evaluate catering services and prices against those offered by off-campus catering companies.
- Complete an annual market basket comparison to ensure catering pricing is in line with local market offerings and competitive.
- Provide opportunity to collect customer feedback to improve service and anticipate issues.
- Ensure there is adequate staffing to meet catering services demands.

2.8.4 Offeror will be responsible for food purchase, preparation, set-up, delivery, decoration, cleanup and billing of catering events.

2.8.5 College departments may outsource all College-funded catering events valued at \$1,000 and under. The Offeror will cater all events valued at more than \$1,000, and all large college sponsored events such as Board meals, campus picnics, graduation, opening and closing meetings, etc.



**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 2 – BACKGROUND AND SCOPE OF WORK/SERVICE – continued**

- 2.8.6 Offeror must have a catering website where users can view menus, place orders and receive confirmations, enter methods of payments, view catering policies, customize menus, and view catering contact information. Timely invoicing for catered events will be done electronically, with department account number or purchase-card payments, and with department authorization.
- 2.8.7 High-quality food must be presented at all catering events. The events that require China and silverware must be in like new condition and matching.
- 2.8.8 All equipment rental including but not limited to china, linen, drapes, tableware, utensils will the responsibility of the Offeror to obtain.
- 2.8.9 Offeror must obtain Montgomery County Liquor License serve and sell alcoholic beverages for College catering events. Offeror must adhere to Montgomery College's commitment to drug and alcohol abuse prevention, underscored by College policy 31005 adopted on May 15, 1989 by the College Board of Trustees

**2.9 Cost Information and Financial Statements**

Offeror is asked to complete a sales worksheets and foodservice pro forma statement for each operation, separated by operation and year, and then consolidated for three years. Offeror is asked to align each year's projections with Montgomery College's fiscal year, beginning each year on July 1 and concluding each year on June 30. Assume an annual inflation rate of 3.0%.

- 2.9.1. Financial statements are to be based on the programs described in Section 1: Proposal and Contract Information, Section 2: Background and Scope of Work/Services, Section 3: Qualifications and Requirements, and Section 4: IT Data Security, Compliance, and Accessibility Requirements.
- 2.9.2 Contractor is to assume all fees associated with credit card sales.
- 2.9.3 The foodservice pro forma statements are to include only those revenue and expense items directly associated with a Montgomery College operation. All revenues and expenses are to be shown using 2025 dollars with appropriate percentages. All costs and expenses are to be allocated to the appropriate revenue centers.
- 2.9.4 Offeror may use accompanying footnotes to explain revenue and expenses, and any other information, on the pro forma statements.
- 2.9.5 The Campus Dining Sales and Catering Sales worksheets will be the basis for sales projections cited in the pro forma statements. All assumptions for worksheet calculations must be included as back-up information. The worksheets are to be completed for each foodservice outlet and should include a breakdown for each Location and Meal Period proposed.
- 2.9.6 To identify clearly how each figure was derived for the pro forma statements, the Offeror should include line-by-line explanations and/or assumptions for revenue, cost of sales, management and employee benefits, and all operating expenses as back up information.



**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES  
REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES  
RFP NUMBER: E525-007  
RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 2 – BACKGROUND AND SCOPE OF WORK/SERVICE – continued**

2.9.7 Unless noted otherwise, percentage (%) figures should be calculated as a percentage of the "Total Sales" figure on the Foodservice Pro Forma Statement.

2.9.8 Financial Statement Assumptions

Participation assumptions and sales projections for the foodservice operations should be developed based on the population projections and other information as described in this RFP. Pricing for cash (retail) food and beverage operators will be approved in writing by the College before they are implemented.

The Contractor will remit to the State of Maryland tax commission any Sales Tax required.

The Contractor will provide such trucks or vans required for foodservice usage and will be responsible for gas, oil, repairs, maintenance, and insurance as required by Maryland law. The Contractor will assume full monetary responsibility for any College vehicles used temporarily in the performance of the agreement. These costs shall be a direct cost of operation.

2.9.10 Sales Data (July 2023 – June 2024)

Catering Sales	\$726,929.00
Retail Sales	\$968,903.00
Total Combined Sales:	\$1,695,832.00

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 2 – BACKGROUND AND SCOPE OF WORK/SERVICE – continued**

<b>Table 2: Responsibilities of Each Party</b>	<b>Item/Service</b>	<b>Provided By</b>	<b>Paid for By</b>
	Food Service Facilities, Major Equipment, Furnishings and Finishes	College	College
	Utilities: Heating, Ventilation, Air Conditioning, Water, Sewer, Gas, and electric services.	College	College
	Equipment Replacement and Depreciation	College	College
	Exterior Building Maintenance	College	College
	Equipment Maintenance and Service Contracts	College	Contractor
	Initial Inventory of Smallwares, as Jointly Approved. College will hold title.	College	College
	Replacements to Smallwares Inventory (title to be held by the College)	Contractor	Contractor
	Office Furniture	Contractor	Contractor
	Office Equipment (Computer, Copy Machine, etc.)	Contractor	Contractor
	Major Repair of Ceilings, Light Fixtures, and Carpeting	College	College
	Extermination	College	College
	Trash Hauling Services including composting	College	College
	Grease and Exhaust Duct Cleaning	College	College (50%)/ Contractor (50%)
	Unclogging of Grease/Food from Wastewater Lines	College	Contractor
	Regular, Daily Cleaning to the Level of Spotlessness (floors, walls, and all equipment, grease traps, hoods/ventilation in kitchens and serveries, dining room tables and chairs, offices, entrances)	Contractor	Contractor
	Management Information System Point-of-Sale	Contractor	Contractor
	Inventory, and production management hardware/software	Contractor	Contractor
	All Food, Beverages, Labor Costs, Operating Supplies	Contractor	Contractor
	Telephone Line Access, Computer/Data Lines		
	Signage and Decorations for Food Service Facilities	Contractor	Contractor
	Parking*	College	Contractor
	Daily Spot Cleaning of Dining Room Carpeting and Floor Areas	Contractor	Contractor
	Periodic Major Cleaning of Floors (stripping, waxing, etc.) Within the Dining Facilities	College	College
	Insurance Coverage as Specified by Montgomery College	Contractor	Contractor
	All Licenses Required for Business Operations	Contractor	Contractor
	Banking Services	Contractor	Contractor
	Transportation (trucks, vans) *	Contractor	Contractor
	Credit Card and all Bank Service Fees	Contractor	Contractor
	Dining Card Access System Fees, as Applicable	Contractor	Contractor
	Small Expendable Equipment	Contractor	Contractor
	PCI DSS Compliance	Contractor	Contractor

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 3 – QUALIFICATIONS AND REQUIREMENTS**

**3.1 Minimum Qualifications Requirements**

The Contractor must have the necessary personnel, experience, certification, knowledge, skills, abilities, licenses, facilities, equipment, supplies, insurance, and technology in place to fulfill the requirements of the resulting contract and to provide the requested services on a timely basis and in compliance with all municipal, county, state, and federal codes, ordinances, regulations, and laws and industry best practices and standards.

**3.2 Qualifications and Relevant Experience**

- Must have at least ten (10) years of experience providing comprehensive dining and catering services to higher education institutions, with a preference to community colleges, of similar size and scope to Montgomery College.
- Offeror must demonstrate current and past experience in providing comprehensive dining and catering service operations in both a non-unionized and unionized higher education environment.
- The Offeror must provide three (3) references within the past three years that are capable of confirming the Offeror's experience in providing the same or similar level of services.

**3.3 Mandatory Requirements**

Proposer must provide documentation of experience and expertise in the following areas:

- 3.3.1 Provide an executive summary not to exceed two (2) pages presenting why your company will be the best choice as the Contractor.
- 3.3.2 Provide a list of all foodservice accounts similar to Montgomery College. Include the following for each account:
- a) Name of Operation
  - b) Location of Operation, including address and phone number
  - c) Contact Person (Client Service Administrator)
  - d) Date Service Commenced
  - e) Overall Revenues
- 3.3.3 Provide a list of all foodservice accounts, similar in size to Montgomery College, that your (entire) company has lost or terminated for any reason in the last 24 months in the Mid-Atlantic region.
- a) Include the reason for termination (i.e., why the account was terminated):
  - b) Name of Operation
  - c) Location of Operation, including address and phone number
  - d) Contact Person (Client Service Administrator)
  - e) Date Service Commenced
- 3.3.4 Location: Supply information regarding the company's geographic orientation including the address and phone number of each:
- a) Corporate Headquarters
  - b) Regional and/or Area Office (that will service this account)

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 3 – QUALIFICATIONS AND REQUIREMENTS - continued**

3.3.5 Organization/Corporate Support: Provide a description of the company's corporate structure:

- a) Organizational chart showing current lines of communication and responsibility between management and the regional and corporate management of the company.
- b) Brief professional profiles of key personnel/corporate officers
- c) Other corporate capabilities relevant to the manual foodservice operation of the facility.
- d) Brief statement of the company's capabilities that best qualify it to operate the described facilities.

3.3.6 Financial Information: Provide audited financial statements for the last fiscal year of the business entity having financial responsibility for this business. If the company is a subsidiary, the financial statements should show financial information for the subsidiary as well as the parent company. If publicly held also provide a 10-K (last year).

3.3.7 The Offeror shall disclose the name of its parent company and all subsidiaries, if any.

**3.4 Contractors Responsibility for Employees/Subcontractors**

The contractor shall be responsible for the acts and omissions of all the firm's employees and all Subcontractor employees, their agents and all other persons performing any of the work under a contract with the contractor. The contractor shall at all times enforce strict discipline and good order among the contractor's employees and shall not employ on the work site any unfit person or anyone not skilled in the task assigned.

**3.5 Debarment**

If, Federal or State of Maryland grant funds are being used to purchase good or service under this solicitation, bidding companies and/or persons must not be currently **debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded** from doing business with Maryland Government.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 4 – IT DATA SECURITY, COMPLIANCE AND ACCESSABILITY REQUIREMENTS**

**4.1 Network and Hosting Requirements**

The proposed technology solution will be hosted by the Vendor or by a qualified third-party Vendor. The Vendor or its subsidiaries or subcontractors shall not transmit data on or through the College network or any devices that are a part of that network or store data on any devices that are part of that network. The College requires that all of its data be stored in the continental U.S. To review Montgomery College Information Technology Standards, visit:

[https://info.montgomerycollege.edu/offices/information-technology/it-security/it\\_standards.html](https://info.montgomerycollege.edu/offices/information-technology/it-security/it_standards.html)

**4.2 Data Protection**

All college vendors or potential vendors who provide technology resources or services in the form of software, hardware, electronic content, or support documentation and services as well as those vendors who host and/or process College data in support of service offerings must provide evidence of its security program and posture *prior to contract award*. This includes the satisfactory completion (as determined by Montgomery College IT Security personnel) an associated questionnaire(s) on security and privacy controls, and/or provide supporting documentation, e.g. SOC 2 report.

**\*Note:** The College reserves the right to disqualify any bidding firm that fails to provide a satisfactory questionnaire and/or current SOC 2 report, upon request.

In addition, specific controls are required to support the confidentiality, integrity, and availability of college data, including but not limited to:

- Solution must support federated single sign-on (SSO) using SAML 2.0 or Active Directory Federation Services 4.0 and higher to allow College users to leverage Montgomery College credentials and enforce its authentication policies, including multi-factor authentication.
- Solution must provide role-based access control to ensure that only authorized individuals are granted access to the offered solution with permissions granted appropriate to their role.
- Solution must employ TLS 1.2 or greater for all College data in-transit including any website or application portal.
- Solution must encrypt College data stored and maintained using at least the industry standard encryption algorithm AES-128 or greater.

If a multi-year contract, a satisfactory updated security questionnaire and/or SOC 2 report is required and must be submitted within thirty (30) days prior to start of contract renewal period.

**4.2.1 Acknowledgement of Confidential Nature of Information, Access and Applicable Law**

Vendor acknowledges that its performance of Services under the Agreement may involve access to Confidential Information of the College including, but not limited to, personally-identifiable information, student records, protected health information, or individual financial information (collectively, “Protected Information”) that is subject to state, federal and/or international laws/rules restricting the use and disclosure of such information, including, but not limited to; the federal *Gramm-Leach-Bliley Act* (15 U.S.C. §§ 6801(b) and 6805(b)(2)); and the federal *Family Educational Rights and Privacy Act* (20 U.S.C. § 1232g); and the privacy and information security aspects of the *Health Insurance Portability and Accountability Act* and its implementing regulations (including without limitation 45 CFR Part 160 and Subparts A, C, and E of

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 4 – IT DATA SECURITY, COMPLIANCE AND ACCESSABILITY REQUIREMENTS-continued**

Part 164); and the Payment Card Industry Data Security Standards promulgated by the PCI Security Standards Council; and Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation), as well as any national, state or territorial implementations of such laws (as may be amended, superseded or replaced) (collectively, "GDPR"). Vendor agrees to comply, and require subcontractors to comply, with all applicable federal, state and international laws and industry standards restricting the access, use and disclosure of Protected Information.

**4.2.2 Prohibition on Unauthorized Use or Disclosure of Protected Information**

Vendor agrees to hold the College's Protected Information, and any information derived from such information, in strictest confidence. Vendor shall not access, use or disclose Protected Information except as permitted or required by the Agreement or as otherwise authorized in writing by the College, or applicable laws. If required by a court of competent jurisdiction or an administrative body to disclose Protected Information, Vendor will notify College in writing within one business day upon receiving notice of such requirement and prior to any such disclosure, to give College an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). If such opposition is unsuccessful, or if the College does not otherwise oppose or respond to the disclosure notice, Vendor shall provide to the College a copy of any Protected Information disclosed contemporaneously with its disclosure. Any transmission, transportation or storage of Protected Information outside the United States is prohibited except on prior written authorization by the College.

Notwithstanding any other provisions of this Agreement, this Section does not prohibit or limit Vendor from any use or disclosure of any information that may be the same as any Protected Information but which Vendor can demonstrate by documentary evidence was (i) properly obtained by Vendor without access to, reference to or use of any Protected Information, and (ii) at all times maintained separately from and not in any way combined, commingled, compared, benchmarked or in any way associated with any Protected Information.

**4.2.3 Safeguard Standard**

With respect to the College's Protected Information, Vendor shall implement and maintain reasonable security procedures and practices that are appropriate to the nature of the College's Protected Information, and that are reasonably designed to help protect the College's Protected Information from unauthorized access, use, modification, disclosure or destruction. If the Vendor discovers a breach of its security system, Vendor shall notify the College in accordance with the requirements of MD State Gov't. Article, §10-1305, or successor provision and shall comply in all respects reasonably pertinent to the Agreement with the Fair Information Practice Principles, as defined by the U.S. Federal Trade Commission. If collecting Protected Information electronically from individuals on behalf of the College, Vendor shall utilize a privacy statement or notice in conformance with such principles.

Vendor agrees to protect the privacy and security of Protected Information according to all applicable laws and regulations, by industry standard & commercially-acceptable standards, and no less rigorously than it protects its own confidential information. Vendor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality (authorized access), integrity and availability of the Protected Information.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 4 – IT DATA SECURITY, COMPLIANCE AND ACCESSABILITY REQUIREMENTS-continued**

While Vendor has responsibility for the Protected Information under the terms of this Agreement, Vendor shall ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities.

1. All facilities used to store and process Protected Information will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
2. Vendor components must employ TLS 1.2 or greater for all College data in-transit including any website or application portal. All data at rest must be encrypted using at least the industry standard encryption algorithm AES-128 or greater.
3. Vendor warrants that the Vendor Products and/or services (including any products and/or services provided by affiliates or subcontractors) must support federated single sign-on (SSO) using SAML 2.0 or Active Directory Federation Services 4.0 and higher to allow College users to leverage Montgomery College credentials and enforce its authentication policies, including multi-factor authentication.
4. Vendor will require its employees and those of its affiliates and subcontractors to use multi-factor authentication to connect to all partner and sub-contractor systems that handle College data (at rest or in transit).
5. Vendor will use industry standard and up-to-date security tools and technologies such as antivirus protections and intrusion detection methods in providing Services under this Agreement.
6. Vendor shall not store or process Protected Information outside of data centers located in the United States.
7. Vendor must provide role-based access control to ensure that only authorized individuals are granted access to the offered solution with permissions granted appropriate to their role.
8. Vendor must provide its latest SOC 2 Type 2 reports, penetration test reports, PCI Attestations of Compliance for Service Providers, and any other relevant updated security documentation when it becomes available, or at least 60 days prior to renewals, or upon request by Montgomery College.
9. Vendor acknowledges and agrees that the College has, prior to entering into the Agreement, conducted Vendor Security Risk Assessments. Vendor agrees that it shall complete and cause its affiliates and subcontractors to complete remediation if required.

**4.2.4 Return and Destruction of Protected Information**

Within 30 days of the termination, cancellation, expiration or other conclusion of the Agreement, Vendor shall return the Protected Information to College in an agreed upon format, and Vendor must destroy any copies of Protected Information remaining within its possession or control. This provision shall also apply to all Protected Information that is in the possession or control of affiliates or subcontractors of Vendor.

Such destruction shall be accomplished by "purging" or "physical destruction" in accordance with commercially reasonable standards for the type of data being destroyed (e.g., Guidelines for Media Sanitization, NIST SP 800-88). Vendor shall certify in writing to College that such return and destruction has been completed. Vendor's affiliates and subcontractors must also make such certification to College.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 4 – IT DATA SECURITY, COMPLIANCE AND ACCESSABILITY REQUIREMENTS-continued**

**4.2.5 Breaches of Protected Information**

For purposes of this section, the term “Breach,” has the meaning given to it under the applicable state, federal or international law and/or regulation.

**I. Reporting of Breach**

Within one business day upon discovery of a confirmed Breach, Vendor shall report in writing to the College. In no event shall the report be made more than two (2) business days after Vendor knows a Breach has occurred. In the event of a suspected Breach, Vendor shall keep the College informed regularly of the progress of its investigation until the uncertainty is resolved.

*Vendor’s report shall identify:*

1. The nature of the unauthorized access, use or disclosure,
2. The Protected Information accessed, used or disclosed,
3. The person(s) who accessed, used and disclosed and/or received Protected or Private Information (if known),
4. What Vendor has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and
5. What corrective action Vendor has taken or will take to prevent future unauthorized access, use or disclosure.
6. Vendor shall provide such other information, including a written report, as reasonably requested by College.

**II. Coordination of Breach Response Activities**

1. Immediately preserve any potential forensic evidence relating to the Breach;
2. Promptly (within 2 business days) designate a contact person to whom the College will direct inquiries, and who will communicate Vendor responses to College inquiries;
3. As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore College service(s) as directed by the College, and undertake appropriate response activities;
4. Provide status reports to the College on Breach response activities, either on a daily basis or a frequency approved by the College;
5. Coordinate all media, law enforcement, or other Breach notifications with the College in advance of such notification(s), unless expressly prohibited by law;
6. Make all reasonable efforts to assist and cooperate with the College in its Breach response efforts; and
7. Ensure that knowledgeable Vendor staff are available on short notice, if needed, to participate in College-initiated meetings and/or conference calls regarding the Breach.



**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 4 – IT DATA SECURITY, COMPLIANCE AND ACCESSABILITY REQUIREMENTS-continued**

**III. PCI Compliance**

College is required to maintain a program to monitor a third-party service provider's PCI DSS compliance at least annually. Vendor is responsible as a "service provider" under Requirement 12.8 of the PCI DSS for the security of cardholder data that it possesses, or that passes through it relating to receiving, storing, processing, and transmitting of the cardholder data and must at all times comply with all applicable requirements of, and annually validate such compliance with, the PCI DSS. Vendor will annually provide the College with evidence of its current validation of compliance with PCI DSS requirements. Such evidence must be specific and sufficient to enable the College to confirm that all applicable PCI DSS requirements are met. Vendor shall immediately notify College if it learns that it is no longer PCI DSS compliant and will immediately provide the College with the steps being taken to remediate the non-compliance status. Vendor is responsible to ensure that its affiliates and/or subcontractors comply with this provision.

**IV. Cost Arising from Breach**

In the event of a Breach (including of payment card data) by the Vendor or its staff, affiliates, or subcontractors, Vendor agrees to promptly reimburse all costs to the College arising from such Breach, including but not limited to costs of notification of individuals, establishing and operating call center(s), credit monitoring and/or identity restoration services, time of College personnel responding to Breach, civil or criminal penalties levied against the College, attorney's fees, court costs, etc. Any Breach may be grounds for immediate termination of this Agreement by the College.

**4.2.6 Examination of Records**

College shall have access to and the right to examine any pertinent books, documents, papers, and records of Vendor involving transactions and work related to the Agreement until the expiration of three years after final payment hereunder. Vendor shall retain project records for a period of three years from the date of final payment.

**4.2.7 Assistance in Litigation or Administrative Proceedings**

Vendor shall make itself and any employees, subcontractors, or agents assisting Vendor in the performance of its obligations under the Agreement available to College at no cost to College to testify as witnesses in the event of an unauthorized disclosure caused by Vendor that results in litigation or administrative proceedings against College, its directors, officers, agents or employees based upon a claimed violation of laws relating to security, privacy or arising out of this agreement.

**4.2.8 Cyber Security Insurance Requirement**

Vendor shall maintain at all times during the term of this Agreement, at its own expense, **cyber liability and technology errors and omissions insurance** with limits not less than **\$3,000,000** for liability and damages resulting from any misuse, misappropriation, unauthorized disclosure or other breach of private information and personally identifiable information, arising from Vendor's performance of services.

MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES  
REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES  
RFP NUMBER: E525-007  
RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM

SECTION 4 – IT DATA SECURITY, COMPLIANCE AND ACCESSABILITY REQUIREMENTS-continued

Such damages shall include notification costs and/or forensics costs, fines, penalties, and related damages and shall include a requirement that the Insurance Company shall notify the College in writing forty-five (45) days in advance of the effective date of any reduction in or cancellation of its policy. **A certificate of insurance shall be furnished to the College.** All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the College. The insurers must have a policyholder's rating of "A-" or better, and a financial size of "Class VII" or better in the latest AM Best ratings.

#### 4.2.9 Survival

The Vendor shall maintain an industry standard disaster recovery program to reduce in potential effect of outages due to supporting data center outages. Any backup site used to store College Protected Information shall include the same information security and privacy controls as the primary data center(s).

#### 4.3 Technology Accessibility

All information and communication technology (ICT) developed, purchased, upgraded or renewed by or for the use of the College community shall comply with all applicable policies, Federal and State laws and regulations including, but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d) and all other regulations disseminated under Title II of The Americans with Disabilities Act, which are applicable to all benefits, services, programs, and activities provided by or on behalf of the College. The Vendor shall also comply with Level AA of the current version of the Web Content Accessibility Guidelines (WCAG).

Offeror must submit an accessibility conformance report with response, if offering electronic content, software, hardware or support documentation and services in response to this solicitation. If an accessibility conformance report is not available, the bidder must complete the Voluntary Product Accessibility Template (VPAT) and submit with response. The WCAG VPAT template is available at <https://www.section508.gov/sell/vpat>.

A review of the Accessibility Conformance Report or VPAT will be included in the proposal evaluation process, and **\*failure to provide this documentation upon request may result in the disqualification of submitted response.**

**Prerequisite:** Prior to contract award, the highest ranked bidder may be required to submit additional supporting documentation including:

- A product accessibility demonstration
- A recent accessibility audit report for the product/service
- A description of the process and methods used to evaluate accessibility compliance
- A description of how digital accessibility fits into your product development lifecycle
- A description of accessibility testing processes
- A description of any modifications, peripherals, etc., that can be used to make inaccessible features of your product functionally accessible
- A description of the extent to which your product is accessible to people with disabilities. Please include all common types of visual, hearing, motor, and cognitive disabilities

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 4 – IT DATA SECURITY, COMPLIANCE AND ACCESSABILITY REQUIREMENTS-continued**

**\*Note:** The College reserves the right to disqualify any bidding firm that fails to provide a completed ACR, product accessibility demonstration, or other accessibility conformance documentation.

If a **multi-year contract is awarded**, a satisfactory updated Accessibility Conformance Report or an Accessibility Roadmap documenting progress in remediating accessibility issues is required and must be submitted within thirty (30) days prior to the start of the contract renewal period.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 5 – PROPOSAL EVALUATION AND AWARD**

**5.1 Proposal Evaluation**

**5.1.1 Evaluation Process**

All proposals submitted will first be examined for responsiveness and completeness by the College evaluation team. Those proposals which do not clearly respond to the proposal submission requirements may be rejected at the discretion of the College. Those proposals not rejected will be evaluated to determine which offer best meets the requirements in the RFP and is in the best interest of the College. Proposal information will be evaluated and scored by the College, and its decision will be final.

Technical Proposals will be opened first at the date and time advised in the RFP documents, and evaluated by a College Evaluation Committee. The Price Proposals remain sealed and are held by the Procurement Office. Evaluation of Technical Proposals will be based on the criteria provided in the RFP, the substantiated ability of an Offeror to perform the required services, and the Offeror's responsiveness to the RFP requirements.

**5.1.2 Evaluation Criteria**

Proposals will be evaluated and scored by the College Evaluation Committee based on the following criteria:

<b>Item</b>	<b>Criteria</b>	<b>Maximum Points</b>
5.1.2.1	<b>Statement of Qualifications:</b> Offeror must submit summary of capabilities and approach to deliverables requested in the Scope of Work;	15
5.1.2.2	<b>Past Performance and Experience:</b> Offeror must submit a summary of past performance and experience delivering services requested in the Scope of Work to other institutions similar in size and scope to Montgomery College.	15
5.1.2.3	<b>Retail Operations (Program, Menus, and Concept Descriptions):</b> Describe the concept proposed for each campus dining outlet; include promotions, merchandising and other features; describe specific ways they plan to enhance the current customer service environment; employee uniforms employee training programs, etc.; include a complete price and portion guide; an annual marketing plan; include any proposed facility changes along with a capital budget and timeline to accomplish the enhancements.	10
5.1.2.4	<b>Catering Operations:</b> Describe offered catering operations in comprehensive detail.	10
5.1.2.5	<b>Staffing-Dining Operations:</b> Describe staffing plans proposed for each campus dining outlet; include the title, function, and hours of operation for each employee as scheduled.	10
5.1.2.6	<b>Management Organization:</b> Offeror must include a proposed organization chart for Montgomery College foodservice operations which establishes the management hierarchy and the lines of communication between the unit management and employee categories. Present criteria used in annual evaluation of the account manager's performance. Present incentive compensation guidelines, if any, for account management and key personnel. Offeror must submit professional resumes of the key management and supervisory personnel who will be assigned to this account.	10
5.1.2.7	<b>Financial Proposal:</b> Offeror must include all fees associated with providing services as required.	30
	<b>Highest Possible Total Score</b>	<b>100</b>

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 5 – PROPOSAL EVALUATION AND AWARD - continued**

**5.1.3 Technical Proposal**

Statement of Qualifications, Past Performance and Experience, Retail Operations, Catering Operations, Staffing-Dining Operations, and Management Organization represent the technical proposal. Award will be made in aggregate, to the highest evaluated, most responsive, responsible Offeror meeting all RFP terms, conditions, and specifications.

**5.1.4 Financial Proposal**

Offer's proposal must include all fees associated with meeting all specifications, terms, and conditions as outlined in this RFP.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 6 – PROPOSAL SUBMISSION**

**6.1 Proposal Organization**

The proposal shall be organized using the following outline; responses to each requirement will be in order and clearly marked with the section number to which they respond. All responses must comply with the sequence and items as presented in Paragraph 5.1.2, RFP Outline, which lists the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner, and provide sufficient detail to allow College evaluators a comprehensive and clear understanding of the Offeror's capabilities. Offerors are expected to examine the entire Request for Proposal, including all specifications and instructions, failure to do so will be at the Offeror's risk. Each Proposer must furnish the information as required by the RFP.

**6.2 Required Proposal Submittals**

A submittal consisting of the Technical Proposal and the Price Proposal is required when responding to this Request for Proposal.

**6.2.1 Technical Proposal**

This section must contain a detailed description of the services offered by the Offeror in response to this RFP. The information submitted by the Offeror must provide sufficient detail to allow College evaluators to gain a comprehensive and clear understanding of the Offeror's capabilities.

**6.2.2 Include in Technical Proposal the following:**

- Transmittal Letter/Statement of Qualifications
- Retail Operations
- Catering Operations
- Staffing – Dining Operations
- Management Organization
- Labor Training Practices
- Sanitation and Safety Programs
- Sustainability
- Financial Proposal
- Completed Reference form (Attachment A)
- Conflict of Interest Statement (Attachment B)
- Non-Debarment Acknowledgement (Attachment C)
- Completed Contractor Information Form (Attachment D)
- Subcontractor Listing (if applicable)
- Acknowledgement of Receipt of Addenda (if applicable)

**Offeror's Proposal shall be organized in the following manner:**

**6.2.3 Transmittal Letter**

The transmittal letter must be prepared on the Offeror's business stationery. The letter must introduce the company and give a brief history of the organization and the contact person responsible for the project. The letter should summarize the key points of the proposal; must indicate the Offeror's understanding of the College's requirements; and demonstrate the Offeror's ability to provide the requested services. An individual authorized to represent the Offeror for this RFP must sign the letter.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 6 – PROPOSAL SUBMISSION-continued**

**6.2.4 Statement of Qualifications**

This contract requires specialized services. Offeror's statement of qualifications must address the following:

- Professional qualifications and technical competence of the firm, subcontractors, and staff proposed for the performance of the required services.
- Previous demonstrated experience.
- Offeror's corporation/organization size, web presence, length of time the organization has been providing the required services listed herein, and key business relationships.

**6.2.5 Retail Operations**

Offeror shall submit a detailed description of the concept proposed for each campus dining outlet; include catering services, Grab & Go program(s), promotions, merchandising and other features. Describe specific plans to enhance the current customer service environment; include a complete price and portion guide; an annual marketing plan; include any proposed facility changes along with a capital budget and timeline to accomplish enhancements.

**6.2.6 Catering Operations**

Offeror shall submit a detailed plan of operations related to its offered catering services.

**6.2.6 Staffing-Dining Operations**

Offeror shall submit a proposed staffing schedule for one complete week of operation. Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

**6.2.7 Management Organization**

Offeror must submit a proposed organization chart for Montgomery College foodservice operations which establishes the management hierarchy and the lines of communication between the unit management and employee categories.

**6.2.8 Labor Training Practices**

Offeror must describe supervisory, management and non-supervisory training programs, including hours of instruction, subject matter, attendance at schools and seminars, reading programs, and training tools. Include at least one (1) copy of your complete training manual.

**6.2.9 Sanitation and Safety Programs**

Offeror must describe its approach to sanitation and safety practices and the anticipated program to train and reinforce standards in the foodservice facility providing measurable metrics to be enforced throughout this agreement.

**6.2.10 Sustainability**

Sustainability and environmental awareness are critically important to Montgomery College and the College is evolving in the implementation of "Green" practices. Offeror must explain in detail how Montgomery College's environmental sustainability program will be adhered to, how it will contribute to enhancing the College's sustainable efforts and what metrics will be used to demonstrate annual improvement in Green initiatives.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 6 – PROPOSAL SUBMISSION-continued**

**6.2.11 References**

The Offeror must submit three (3) references from current or former customers within the past three (3) years that are capable of confirming the Offeror's experience in providing the same or similar level of services. References from higher education institutions similar in size and scope to Montgomery College are preferred, but not required.

The proposal must include the names and telephone numbers of three references. Cited references must be able to confirm, without reservation, the Offeror's ability to provide these services in accordance with the requirements in this RFP. The College reserves the right to reject a proposal based on an unsatisfactory reference; to request additional references or contact any site using the Offeror's services; and to require a site visit to one or more of the Offeror's reference locations.

**6.2.7 Subcontractors**

Each Offeror must list the subcontractors to be used in the performance of this contract. The College reserves the right to approve or disapprove any subcontractor who will be performing work related to this project.

**6.3 Financial Proposal**

The price(s) offered on the Price Proposal must include all charges and costs including travel and other reimbursable costs incurred in the delivery of this procurement. The Price Proposal must be completed in full, signed, and dated. Offers must submit the pricing of all line items to be considered for award; failure to do so will deem an Offer non-responsive.

**6.4 Electronic Bid Submission**

The following **electronic** proposal submission requirements supersede the delivery of bids, and bid signature requirements language in Attachment F: General Conditions and Instructions. A submittal consisting of the Proposal, Addendum or Addenda, if applicable and the Price Proposal are required when responding to this Request for Proposal.

All Offerors proposals must be submitted electronically, as two separate PDF file attachments. One attachment shall consist of the Technical Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single email prior to the proposal submission deadline date and time to [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu).

**Failure to submit Technical Proposal and Pricing Proposal as separate attachments, will result bidding firm's disqualification.**

- **Any proposal received electronically after the specified deadline will be automatically rejected.**
- The subject line of the email must include the following: Request for Proposal (RFP) bid number and title.

**Failure to submit all required submittals may render the bid non-responsive. The College will reject any offer without an authorized signature.**





**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**SECTION 7– FINANCIAL PROPOSAL**

The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of the management of the contract. No allowance will be made at a later date for additional charges due to the Offeror's omission.

Line	Description	Annual Management Fee
1	Annual management fee to provide all services listed herein (YEAR 1)	\$
2	Annual management fee to provide all services listed herein (YEAR 2)	\$
3	Annual management fee to provide all services listed herein (YEAR 3)	\$
4	Annual management fee to provide all services listed herein (YEAR 4)	\$
5	Annual management fee to provide all services listed herein (YEAR 5)	\$
	<b>GRAND 5-YR TOTAL</b>	\$

**OPTION ITEM:**

Although not required, Montgomery College welcomes the submittal of an optional commission-based fee proposal under separate cover, to include commission structure, commission rate, payment schedule, and scope of services provided under this fee proposal type.

**Montgomery College is tax exempt, certification provided upon request**

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature and Date



**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**ATTACHMENT A - REFERENCES**

**REFERENCE 1**

Company Name	
Street Address	
City, State, Zip Code	
Contact Person/E-mail	
Title	
Telephone Number	
Service Dates	

**REFERENCE 2**

Company Name	
Street Address	
City, State, Zip Code	
Contact Person/E-mail	
Title	
Telephone Number	
Service Dates	

**REFERENCE 3**

Company Name	
Street Address	
City, State, Zip Code	
Contact Person/E-mail	
Title	
Telephone Number	
Service Dates	

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

References submitted by:

\_\_\_\_\_  
Company Name



**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**ATTACHMENT B – CONFLICT OF INTEREST STATEMENT**

The undersigned hereby affirms and attests that to the best of its knowledge, no Montgomery College trustee or employee, or spouse, parent, child, brother, sister of the trustee or employee, own assets in this business, and of this date, are NOT employed by Montgomery College. Conflict of Interest Statement must also be submitted within seven (7) days prior to the start of each contract renewal term.

Company Name:	
Printed Name:	
Title:	
Signature:	
Date:	



**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**ATTACHMENT C – NON-DEBARMENT ACKNOWLEDGEMENT**

**NON-DEBARMENT ACKNOWLEDGEMENT**

\_\_\_\_\_ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

\_\_\_\_\_ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. If so, please provide an attachment describing the pending litigation or debarment (if you do not have any pending litigation mark “NA or “No”).

\_\_\_\_\_ I acknowledge none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Montgomery College Board of Trustees or any employees of the College has any interest in the bidding company except as follows:

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As the duly authorized representative of the Offeror, I hereby certify that the above information is correct and that I will advise Montgomery College should there be a change in status.

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES  
REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES  
RFP NUMBER: E525-007  
RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**ATTACHMENT D – CONTRACTOR INFORMATION FORM**

D.1 I/We offer the terms, delivery and pricing for the requested products/services, and certify that I am a bona fide agent, authorized to make offers on behalf of the firm.

D.2 Minority Contractor: Yes ☐ No ☐

If yes, please specify minority classification

D.3 Price adjustment (is ☐ is not ☐) necessary for other public agencies as listed.

D.4 Please list any exceptions taken to any terms and conditions listed in the RFP. Please note any exceptions taken may affect the award of a contract or purchase order.

D.5 I/We certify that our firm is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any County, State, or Federal agency. I/We agree to notify Montgomery College should a change in this status occur.

Yes ☐ No ☐

D.6 Please provide the following information:

**Print clearly**

Company Name		Years in Business	
Federal Tax Number		Dun & Bradstreet Number	
Street Address		City, State, Zip Code	
Telephone Number		Fax Number	
Contact Person		Title	
Cell Number		E-Mail Address	

Company Name

Name

Title

Authorized Signature and Date



**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**ATTACHMENT E – NO PROPOSAL RESPONSE FORM**

Please be advised that our company does not wish to submit a proposal in response to the above-captioned RFP for the following reason(s):

☐

Too busy at this time

☐

Not engaged in this type of work

☐

Project is too large or small

☐

Cannot meet mandatory specifications (Please specify below)

☐

Other (Please specify)

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Company Name

Name

Street Address

Authorized Signature and Date

City, State, Zip Code

Title

Please return to: Montgomery College  
Office of Business Services  
9221 Corporate Blvd  
Rockville, Maryland 20850

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS**

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

**ADDENDA** The College reserves the right to amend or add to this bid at any time prior to the bid due date. If it becomes necessary to change or add to any part of this bid, the Procurement Officer will furnish an addendum to all prospective Bidders listed as having received a copy of this bid. All addenda will be identified as such and will be sent by mail, email, or fax transmittal.

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

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

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

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

**BEHAVIOR OF CONTRACTOR EMPLOYEES** The College is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the College. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome.

**BID AND PERFORMANCE SECURITY** If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each bid and be made payable to Montgomery College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Vice President of Procurement deems the failure to be nonsubstantial. Such bid bonds or checks will be returned to all except the three (3) lowest Bidders within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned to all but successful Bidder(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract. All bid bonds will be returned to the successful Bidder(s) within forty-eight (48) hours after receipt of the performance bond.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

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

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

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

**CANCELLATION** Montgomery College reserves the right to cancel this bid solicitation or to reject all bids received, if the College's Vice President of Procurement, in accordance with procedures approved by the College's President, determines that it is fiscally advantageous or in the best interest of the College to cancel the bid.

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

**CONFLICT OF INTEREST** No employee of the College or of the State of Maryland, or any department, commission, agency or branch thereof whose duties as employees include matters relating to or affecting the subject matter of this bid shall, while an employee, become or be an employee of the party or parties contracting with the College, the State of Maryland, or any department, commission, agency or branch thereof.

**CONTINGENT FEES** Bidder hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Bidder, to solicit or secure a contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of a contract as a result of this solicitation.

**CONTRACT AMENDMENTS** The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Montgomery College before the supplier performs additional work on the project. The Contractor cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Contractor has received a signed contract amendment from the Procurement Office.

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

**CONTRACT DOCUMENTS** Unless otherwise noted, the general conditions of this bid, the Contractor's bid, and the signed purchase order form the contract. Contractors requiring a signed contract form separate and apart from the foregoing are to submit the contract with their bid. The Contractor's contract form will be examined and evaluated along with the Contractor's bid and, at the College's option, may be utilized as the contract.

**CONTRACTOR IDENTIFICATION** Contractor's employees are required to wear identification badges and/or carry picture identification when they are on College grounds.



**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

**CONTRACT TERMINATION** The contract may be terminated for any of the following reasons:

- Failure of the Contractor to meet the mandatory requirements as described in this bid.
- Failure of the Contractor to meet required deadlines.
- Failure of the Contractor to resolve problems in a timely manner.
- Lack of College funding.

**CONTRACTORS** This bid invitation is extended to individuals or firms as primary Contractors, and the Contractor will execute the work specified with bona fide employees. The Contractor is responsible for ensuring that the supervisor, lead worker, and subcontractors can communicate in English. Subcontractors cannot assume the primary award of this contract on behalf of the primary Contractor nor can the awarded Contractor be relieved of its obligation or responsibility to this contract. The College reserves the right to reject any subcontractor.

**DELIVERY AND PACKING** All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful bidder to the designated location as indicated on the Montgomery College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. **DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.**

**DELIVERY OF BIDS** Refer to Section I, and all other Sections referenced in Section I, for Bid/Proposal delivery instructions.

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

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

**INDEMNIFICATION** The Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and/or loss, including defense costs and attorney's fees, arising directly or indirectly out of Contractor's performance under this agreement.

Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. This indemnification provision shall survive the termination and/or completion of this agreement.

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

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

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

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

**MARYLAND PUBLIC INFORMATION ACT** Bidder recognizes that the College is subject to the Maryland Public Information Act, Title 10 of the State Government Article of the Annotated Code of Maryland. Bidder agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.

**MINORITY PARTICIPATION** Pursuant to Section 16-311(7) of the Education Article and Board Resolution #87-83, adopted on July 20, 1987, it is the policy of Montgomery College to encourage the participation of responsible certified minority business enterprises to provide goods and services for the performance of College projects. "Minority business enterprise" has the meaning stated in Section 14-301 of the State Finance and Procurement Article and means a legal entity, except a joint venture, that is: (1) organized to engage in commercial transactions; (2) at least 51% owned and controlled by one or more individuals who are socially and economically disadvantaged; and (3) managed by, and the daily business operations which are controlled by, one or more of the socially and economically disadvantaged individuals who own it. A "socially and economically disadvantaged individual" means a citizen or lawfully admitted permanent resident of the United States who is in any of the following minority groups: African American, American Indian/Native American, Asian, Hispanics, physically or mentally disabled, women, or a group (e.g., LGBTQIA+) otherwise found by the certification agency to be a socially and economically disadvantaged individual.

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

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

**NON-DISCRIMINATION** Bidder assures the College that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of sex, race, age, color, creed, national origin, religious belief, handicap, marital status, or status as a disabled veteran or veteran of the Vietnam era. Bidder further agrees to post in conspicuous places notices setting forth the provisions of the nondiscrimination clause and to take affirmative action to implement the provisions of this section. Bidder further assures the College that, in accordance with the Immigration Reform and Control Act of 1986, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

**NON-DISCRIMINATION POLICY** The College is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the Contractor's responsibility to ensure that behavior by its employees, agents, and subcontractors does not occur. This policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to harassment within the employment context as well as harassment of students, staff and visitors to the College.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

It should be assumed that all sexual behavior by the Contractor's employees, agents and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome. Contractor will also ensure that all technicians who work with College users exhibit a high degree of professionalism in their dealings with those users.

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

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

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

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

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

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

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

**REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND** Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. Corporations must be registered, and in good standing no later than proposal submittal deadline date. A copy of the registration or application for registration may be requested by the College.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

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

**RIDER PROVISION FOR MONTGOMERY COUNTY PUBLIC SCHOOLS AND MONTGOMERY COUNTY** The Bidder agrees when submitting the bid that it will make available to every office and department of the Montgomery County Public Schools and the Montgomery County Government the same bid prices, terms and conditions offered during the term of contract. Orders will be placed directly by these agencies.

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

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

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

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

**TAXES** The College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. Bidder shall be responsible for the payment of any and all applicable taxes resulting from any award and/or any activities hereunder, including but not limited to any applicable amusement and/or sales taxes.

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

**TERMINATION FOR DEFAULT** If an award results from this bid, and the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the College. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination.

**TERMINATION FOR THE CONVENIENCE OF THE COLLEGE** The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or in part, whenever the President of Montgomery College shall deem that termination is in the best interest of the College. Such determination shall be at the sole discretion of the President. In such event, the College shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.



**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS-continued**

**USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS** While this bid is prepared on behalf of Montgomery College, it is intended to apply to other Maryland educational institutions and public agencies in Montgomery County, Maryland and State of Maryland as listed below:

- Montgomery County Public Schools
- Montgomery County Government
- Montgomery County Housing Opportunities Commission
- Maryland-National Capital Park & Planning Commission
- Washington Suburban Sanitary Commission
- Maryland State Colleges and Universities

Unless the Bidder takes an exception, the resulting awarded items will be available to all agencies listed. Should a price adjustment be necessary to include any other public agency, the Bidder must so note on the Contractor Information Form. Exception for Montgomery County Public Schools will not be accepted. Purchase requests and funding from other agencies will be the responsibility of those agencies.

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

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**ATTACHMENT G – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE**



**Cooperative Rider Clause**

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

**I. Format**

A lead agency format is used to accomplish this work. This Participating Agency, serving as Lead Agency for this procurement, has included this MAPT Cooperative Rider Clause. This allows other public entities to participate pursuant to the following Cooperative Rider Clause Terms and Conditions:

**A. Terms**

1. Any public entity participating in this procurement (“Participating Agency”), through their use of this Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the Participating Agency.
2. A Participating Agency may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

**B. Other Conditions - Contract and Reporting**

1. The resulting contract shall be governed by and “construed” in accordance with the laws of the State/jurisdiction in which the Participating Agency is officially located;
2. To provide to MAPT contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well as reporting any Participating Agency added on the contract, on demand and without further approval of Participating Agency;
3. Contract obligations rest solely with the Participating Agency only; and
4. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.

In pricing and other conditions, contractors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this Region.

In order to ride an awarded contract, a COG Rider Clause Approval Form (below) must be completed and approved by the Lead Agency.



**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**ATTACHMENT G – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE-continued**

**USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS AND PUBLIC AGENCIES** While this bid is prepared on behalf of Montgomery College, it is intended to apply to other Maryland educational institutions and public agencies in Montgomery County, Maryland and State of Maryland, **including** the entities listed below:

- Montgomery County Public Schools
- Montgomery County Government
- Montgomery County Housing Opportunities Commission
- Maryland-National Capital Park & Planning Commission
- Washington Suburban Sanitary Commission
- Maryland State Colleges and Universities

Unless the Bidder takes an exception, the resulting awarded items will be available to all agencies listed. Should a price adjustment be necessary to include any other public agency, the Bidder must so note on the Contractor Information Form. Exception for Montgomery County Public Schools will not be accepted. Purchase requests and funding from other agencies will be the responsibility of those agencies.

**II. Participating Members**

**COG MEMBER GOVERNMENTS**

**District of Columbia**

**Maryland**

- Town of Bladensburg
- City of Bowie
- City of College Park
- Charles County
- City of Frederick
- Frederick County
- City of Gaithersburg
- City of Greenbelt
- City of Hyattsville
- City of Laurel
- Montgomery County
- Prince George's County
- City of Rockville
- City of Takoma Park

**Virginia**

- City of Alexandria
- Arlington County
- City of Fairfax
- Fairfax County
- City of Falls Church
- Loudoun County
- City of Manassas
- City of Manassas Park
- Prince William County

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**ATTACHMENT G – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE-continued**

**Other Local Governments**

- Town of Herndon
- Spotsylvania County
- Stafford County
- Town of Vienna

**Public Authorities/Agencies**

- Alexandria Renew Enterprises
- District of Columbia Water and Sewer Authority
- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery County Housing Opportunities Commission
- Upper Occoquan Service Authority
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

**School Systems**

- Alexandria Public Schools
- Arlington County Public Schools
- Charles County Public Schools
- District of Columbia Public Schools
- Frederick County Public Schools
- Loudoun County Public Schools
- City of Manassas Public Schools
- Montgomery College
- Montgomery County Public Schools
- Prince George's County Public Schools
- Prince William County Public Schools
- Spotsylvania County Schools
- Winchester Public Schools

**BALTIMORE METROPOLITAN COUNCIL AGENCIES**

- City of Annapolis
- Anne Arundel County
- Anne Arundel County Public Schools
- Anne Arundel Community College
- City of Baltimore
- Baltimore City Public Schools
- Baltimore County
- Baltimore County Public Schools
- Community College of Baltimore County
- Carroll County
- Harford County



**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**ATTACHMENT G – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE-continued**

- Harford County Public Schools
- Harford Community College
- Howard County
- Howard County Public Schools System
- Howard Community College
- Queen Anne’s County
- Queen Anne’s County Public Schools



MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES  
REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES  
RFP NUMBER: E525-007  
RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM

ATTACHMENT G – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE-continued

MWCOG Rider Clause  
Approval Form

This form must be executed for any Participating Agency, both within and outside of the Mid- Atlantic Purchasing Team (MAPT) region, to use the MAPT Cooperative Rider Clause to ride solicitations and contracts.

**NOTE:** Effective January 1, 2019, MWCOG does not authorize the use of the MAPT/COG Cooperative Rider Clause without this form being completed and approved.

-----  
Participating Agency Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_ Email Address \_\_\_\_\_  
-----

Solicitation/Contract Information:

Name Solicitation/Contract \_\_\_\_\_ Lead

Agency/Contract Holder \_\_\_\_\_

Contact Person \_\_\_\_\_

Solicitation/Contract Number \_\_\_\_\_ Other Reference \_\_\_\_\_  
-----

Vendor Information:

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_ Email Address \_\_\_\_\_

*See questions on next page.*



MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES  
REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES  
RFP NUMBER: E525-007  
RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM

ATTACHMENT G – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE-continued

<u>Questions</u>	<u>YES</u>	<u>NO</u>
1. Is the Contract active and currently in force?	_____	_____
2. Is the Participating Agency's specifications/scope of work the same or very similar to that in the Contract?	_____	_____
3. Is riding this Contract within the rules and regulations of the Participating Agency and approved by the Participating Agency's Purchasing Department?	_____	_____

Participating Agency

Mid-Atlantic Purchasing Team

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Any Participating Agency (MAPT/COG) member that wishes to piggyback a MAPT/COG contract, must complete form and return to COG, via email: [purchasing@mwkog.org](mailto:purchasing@mwkog.org)

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: FOOD MANAGEMENT SERVICES**  
**RFP NUMBER: E525-007**  
**RFP CLOSING DATE AND TIME: April 18, 2025 at 3:00 PM**

**ATTACHMENT H – SAMPLE MENU PROFILE**

Breakfast:

**Comfort/Traditional Foods**

- Cage-free Eggs (No Boxed Egg Product) - Any Style with a Variety of Vegetables, Cheeses and Meats
- Breakfast Style Potatoes (i.e., hash browns, hearty fried)
- Tater Tots
- Daily Rotation of Two (2) Breakfast Meats (i.e. Ham, Bacon, Turkey Sausage, etc.)
- Hot Carbs - Oatmeal, Cream of Wheat, Congee
- Rotation of Waffles, Pancakes, or French Toast, Whole Grain Breads
- Breakfast Pizza

**Grill**

- Cage-free Eggs (No Boxed Egg Product)/Sandwiches: Made-to-Order
- Omelets with a Variety of Vegetables, Cheeses and Meats
- Sandwiches Available on a Bagel, Biscuit or Muffin or Gluten-free Bread (with whole grain options):  
Egg, Bacon, and Cheese  
Egg, Sausage, and Cheese  
Sausage and Cheese  
Vegetarian and Vegan Options

**Continental Breakfast**

- Bagel Case (four [4] varieties) – One (1) Whole Grain – One (1) Gluten Free
- Bread (four [4] varieties) – One (1) Whole Grain – One (1) Gluten Free
- English Muffins – One (1) Whole Grain – One (1) Gluten Free
- Cereal (Minimum Twelve (8) Varieties) at least four (4) high fiber, low fat, low sugar options
- Baked Muffins with Whole Grain, High Fiber, Low Fat Options, One (1) Gluten Free
- Biscuits, Sweet Rolls
- Cream Cheese (two (2) Varieties): Plain and Flavored (e.g. Salmon, Strawberry, etc.)
- Powdered Sugar,
- Whipped Butter & Margarine - Soft, non-hydrogenated
- Jelly and Preserves (two (2) varieties each)
- Peanut Butter, Smooth & Chunky
- Cheese Spread
- Nutella (only the name brand)

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**ATTACHMENT H – SAMPLE MENU PROFILE - continued**

- Honey

**Beverages**

- Milk – Whole, 2% Low Fat, Skim, Chocolate, Lactose Free Option (Soy, Almond, Coconut, etc.)
- Juices (at Minimum Orange, Apple, Cranberry)
- Iced Tea, Lemonade Juice
- Fountain Soda (Variety of Eight (8) per Machine, Minimum of two (2) Machines) Including Flavored Waters
- Flavored Waters (e.g. Cucumber, Mint, Berry, etc.)
- Coffee

**Lunch & Dinner:**

**Grill**

- Cooked-to-Order Smashburger-style Hamburgers, Grilled Cheese, and Vegetarian/"Impossible" Burgers Daily
- Chicken Sandwich and Tender/Nugget Option
- Chicken Breast (Grilled / Fried)
- Fish Sandwich or Fillets Available Daily
- Hot Dog and Selection of Variety Dog Daily
- Variety French Fries including Spicy Fries, Curly Fries, Waffle Cuts, and Onion Rings
- Tater Tots
- Two (2) Cheese Sauce Varieties Available Daily for Toppings (one (1) plain and one spiced)
- Panini Options
- Chicken Wings (Buffalo, Teriyaki, BBQ, etc.)

**Plant-Based Allergen-Friendly Options**

- Vegetarian Salads
- Vegetarian Pastas
- Cold Green Leafy Salads: Kale, Brussel Sprouts, etc.
- One Vegan Protein Option Daily
- Root Vegetables Including but not Limited to Baked Potatoes and Sweet Potatoes
- Options free of the eight common allergens

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**ATTACHMENT H – SAMPLE MENU PROFILE - continued**

**Authentic New York Style Pizza/Pasta**

- Cheese Pizza, Daily
- Vegetable Pizza - One (1) Daily, Rotating
- Meat - One (1) Daily, Rotating
- Gluten-free Pizza
- Stromboli or Calzone –Meat & Vegetarian
- Varieties of Sauce (One Vegetarian, One Meat, and One Other than Red)

**Deli**

- Whole Grain Breads, House-Baked Rolls, and Variety Healthy Focused Breads
- Sliced Meats: Turkey, Ham, Roast Beef, Chicken, Salami, Bologna, etc.
- Cheese Slices: Mozzarella, Cheddar, Swiss
- Tuna, Chicken, and Egg Salad, and Other Salad Mixes on Rotation
- Vegetable Toppings: Tomato, Lettuce, Sprouts, Cucumber, Pickles, Red Onions, Olives, Sliced Green Peppers, Hot Peppers
- Condiments: Mayonnaise, Mustards, Horseradish, Hot Sauce

**Authentic Ethnic Food Selection – These or similar items must be rotated on a regular basis to meet the needs of the diverse culture of Montgomery College**

- Variety of Chicken Options (Jerk, Curry, Orange, Mushroom, Kung Pao, Sweet & Sour, Thai Cashew, etc.)
- Ethiopian Foods (Injera, Tibs, Shiro de Kibbe, Berbere, etc.)
- Cuban Pork
- Empanadas
- Tacos
- Burritos
- Fried Plantains
- Variety of Beef Options (Broccoli & Beef, Mongolian Beef)
- Tofu Options
- Fried Rice
- Chow Mein
- Chicken Pot stickers
- Kabobs

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**ATTACHMENT H – SAMPLE MENU PROFILE - continued**

**Soups**

- Two (2) Homemade Soups Daily (One (1) Must be Vegetarian)
- One Homemade Chili or Stew Daily

**Grab n' Go Items**

- Minimum of Three (3) Varieties of Sandwiches  
(e.g. Santa Fe Panini, Ham & Swiss, Tarragon Chicken, etc.)
- Minimum of Two (2) Varieties of Wraps
- Yogurt Parfaits
- Cakes, Brownies, Bars, Squares
- Cookies
- Jello
- Minimum of Three (3) Varieties of Salads (e.g. Fruit, Garden, Pasta, etc.)
- Sushi
- Bagels and Morning Pastries

**Beverages**

- Milk – Whole, 2% Low Fat, Skim, Chocolate, Lactose Free Option (Soy, Almond, Coconut, etc.)
- Juices (at Minimum Orange, Apple, Cranberry)
- Iced Tea, Lemonade Juice
- Fountain Soda (Variety of Eight (8) per Machine, Minimum of two (2) Machines)
- Tea, Herbal Teas, Hot Chocolate
- Aqua Fresca Waters (i.e. Cucumber, Mint, Strawberry, etc.)
- Coffee

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**ATTACHMENT I – KEY PERFORMANCE INDICATORS**

**Monthly reports will include:**

- Client Statement - a monthly detail of all revenues, expenses, and profit distribution for each business unit.
- Performance to Plan Target Report - including all revenues, expenses, and profit distribution.
- Additionally, Contractor will provide examples of marketing activities and how the results of these activities measured against the anticipated benchmark results.
- Statistical Information Recap - a monthly statistical recaps for items such as sales, meals per labor hour, sales per labor hour, revenue per available student, and average check for all business units. Review of food cost trends, labor cost trends, local purchasing benchmarking and sustainable practices.
- Employee Training Programs - detailed continuing training that has taken place during this period, including how employee training enhances the employee's ability to perform the job as well as enhance guest service.
- Review health and ServSafe inspections.
- Review of mystery shopper reports and third party and Contractor survey scores. Survey scores should include the following criteria:
  - Quality of Food
  - Value of Food
  - Food Selection Offerings
  - Service Quality
  - Cleanliness of Food/Dining Areas
  - Problems Reported
  - Food Preparation Time and Delivery
- Inventory control reporting of food purchases, usage, and waste.
- Sales performance and its associated costs, of each food concept offered at the retail food area location.
- Catering services data to include labor, food cost, sales, and breakeven analysis to assess financial performance.

**Quarterly reporting will include:**

- Review key issues from the development plans with focus on Contractor's ability to meet the benchmarks established.
- Review of inventory and shrinkage records, in a format that meets industry standards, of all small wares and monthly inventory, purchase, and usage records of food, provisions, and supplies.
- Review and discuss "hot" topics, such as service hours, marketing efforts, portion size adjustments, and client satisfaction issues.
- Complete safety review and discuss any safety concerns in all dining service areas.
- Review Health and ServSafe inspections.
- Report on injury, loss, and illness.