

Office of Business Services  
9221 Corporate Blvd  
Rockville, MD 20850

**REQUEST FOR PROPOSAL (RFP)  
RFP NO.: e924-009  
RFP TITLE: ACES SUMMER PROGRAM OFF-SITE CATERING SERVICES**

All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Standard Time on **March 29, 2024**.

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.



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**Patrick Johnson, MBA**  
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 Maryland State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. Corporation must also be in good standing with the Maryland State Department of Assessments and Taxation. 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: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**TABLE OF CONTENTS**

<b>TITLE</b>	<b>PAGE</b>
<b>SECTION 1 – PROPOSAL AND CONTRACT INFORMATION</b>	1-7
<b>SECTION 2 – BACKGROUND AND SCOPE OF WORK/SERVICES</b>	8-9
<b>SECTION 3 – QUALIFICATIONS AND EXPERIENCE REQUIREMENTS</b>	10
<b>SECTION 4 – PROPOSAL EVALUATION AND AWARD</b>	11
<b>SECTION 5 – PROPOSAL SUBMISSION</b>	12-14
<b>SECTION 6 – QUESTIONS &amp; ANSWERS FROM PREVIOUS REQUEST FOR BID</b>	15-16
<b>SECTION 7 – PRICE PROPOSAL</b>	17
ATTACHMENT A: BREAKFAST AND LUNCH MENU ITEMS	18
ATTACHMENT B: REQUIREMENTS CHECKLIST	19
ATTACHMENT C: REFERENCES	20
ATTACHMENT D: CONFLICT OF INTEREST STATEMENT	21
ATTACHMENT E: NON-DEBARMENT ACKNOWLEDGEMENT	22
ATTACHMENT F: CONTRACTOR INFORMATION FORM	23
ATTACHMENT G: NO BID RESPONSE	24
ATTACHMENT H: GENERAL CONDITIONS AND INSTRUCTIONS	25-31
ATTACHMENT I: MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE	32-36

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 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 offsite catering services, in accordance with the terms, conditions, and specifications described 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, in 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. 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 **3:00pm** Eastern Standard Time (EST) on **March 29, 2024**. **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 **Patrick Johnson** at [Patrick.johnson@montgomerycollege.edu](mailto:Patrick.johnson@montgomerycollege.edu). The Bidder may not initiate contact with any other College representative about this bid. All inquiries and questions must be submitted in writing via email and received by **3:00pm on March 18, 2024**. 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**

If it becomes necessary to issue associated addenda, the College will issue addenda to all prospective Offeror’s known to have received the document. Only answers provided via an addendum issued by the Procurement Office will be binding. Offeror’s bear sole responsibility for downloading all addenda, if any, related to this RFP, from the College Procurement website at <http://www.montgomerycollege.edu/procure/>. It is also the responsibility of the Offeror to check this site for any addenda prior 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 document. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such addenda.

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**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 Price Proposal page (Section 6). The prices offered on the Price 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.

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.

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

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

**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.

**1.12 Required Submittal**

Refer to section 5 (Proposal Submission)

**1.13 Failure to Submit**

Failure to provide any of the items noted in Section 5 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.

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

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

**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.

**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 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.

**1.18 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.

**1.19 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.

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

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

**1.20 Insurance Requirements**

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 else directly or indirectly employed by him/her.

The Contractor shall maintain insurance in force at all times during the term of this agreement, with an insurance carrier approved or licensed to do business in the State of Maryland acceptable to the College, and with the following minimum insurance coverage.

**Workers compensation Insurance** covering the Contractor’s employees

As required by Maryland State law with the following minimum limits:

- Bodily Injury by Accident           \$100,000 each accident
- Bodily Injury by Disease           \$500,000 policy limit
- Bodily Injury by Disease           \$100,000 each employee

**Commercial General Liability Insurance**, excluding automobiles Owned or hired by the Contractor, with limits as follows:

- Bodily Injury and Property Damage:  
\$300,000 combined single limit of bodily injury and property damage
- Contractual Liability – Premises and Operations
- Independent Contractors

**Comprehensive Automobile Liability** - Providing bodily injury and property damage coverage for owned Vehicles and non-owned vehicles with limits as follows:

- Bodily Injury:                           \$100,000 each person  
  \$300,000 each occurrence
  - Property Damage:                   \$300,000 each occurrence
- Additional Insured** - Montgomery College shall be named as an additional Insured on all liability policies.

These coverage’s and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligations of the Contractor. The insurance shall provide that policy coverage will not be cancelled, altered or materially changed without sixty (60)-calendar days’ notice to the College by registered or certified mail. The insurance shall not be limited to claims made only while the policy is in effect.

The Contractor shall furnish the College with a certificate of insurance as evidence of the required coverage. The Contractor shall provide liability insurance coverage for material and/or equipment stored for the College for which the Contractor has received payment in an amount of that equaling its replacement value. Such insurance shall specifically identify the materials and/or equipment and shall name the College as an additional insured. The Contractor shall provide the College with evidence of such insurance. In the event that the Contractor’s insurance is terminated, the Contractor shall immediately obtain other coverage. Lack of insurance during life of contract shall be grounds for immediate termination of contract.

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

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

**1.21 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. E924-009. Current certificates must be provided to the College throughout the contract term.

**1.22 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.

**1.23 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.

**1.24 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.

**1.25 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).

**1.26 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.



**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

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

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 shall be disclosed upon request under the MPIA.

**1.27 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. 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.

**1.28 Tobacco and E-Cigarette Policy (If Applicable)**

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.

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 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 roughly 47,000 students each year, through credit and noncredit programs, at nonresidential campuses located in Germantown, Rockville, and Takoma Park/Silver Spring and at off-campus sites throughout Montgomery County. To support students' academic and professional goals, the College employs more than 3,100 faculty, administrators, and staff. Montgomery College is tax exempt, and certificate is available upon request.

The Montgomery College Achieving Collegiate Excellence and Success (ACES) program will host its annual Mission Possible Summer Program during the week of **Jul 8, 2024 through Jul 12, 2024**. Catered breakfast and lunch will be served to students at three different high schools for each of the days (5 in total) listed above.

**2.2 High School Locations**

<b>Name:</b>	<b>Address:</b>	<b>Estimated Headcount Per Day:</b>
Clarksburg High School	22500 Wims Road, Clarksburg, MD 20871	150
Albert Einstein High School	11135 Newport Mill Road, Kensington, MD 20895	200
Paint Branch High School	14121 Old Columbia Pike, Burtonsville, MD 20866	250

**2.3 Setup and Servicing Time**

- Breakfast setup at 8:45AM, breakfast begins at 9:20AM
- Lunch set up at 12:00PM daily at each location, lunch begins at 12:35PM

**2.4 Service Dates and Menu Items**

See attachment A for detailed list of required breakfast and lunch menu items.

NOTE: Special attention shall be paid to certain allergy and dietary restrictions as applicable or the ability to provide the needed number of separate meals that meet requirements.

NOTE: Sternos, serving utensils, cutlery, condiments, dressing, toppings, napkins, plates, aluminum pans wire racks, etc., must be provided by caterer. Associated costs for these items must be included in submitted Price Proposal fee.

**2.5 License Requirements**

- Maryland State Catering License
- Commercial Kitchen Inspection License

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

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

**2.6 Tasting Requirements**

The fulfillment of this Request for Proposal is based on a satisfactory required tasting before selection of awarded bidder. The bidding firm with the highest evaluated proposal score, will be invited to provide required food tasting. All costs associated with food tasting, shall be the sole responsibility of the bidding firm.

All food that is provided for the students should be equivalent in quality and taste to the food that is provided during tasting. Any feedback given at the tasting must be incorporated into the menu for the students.

**2.7 Additional Requirements**

Must possess the ability to provide all hot meals outlined in attachment A of the Request for Proposal, along with required quantities.

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**SECTION 3 – QUALIFICATIONS AND EXPERIENCE 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 Experience Requirements**

- Must have experience providing large catering events, similar to the quantity required in the Request for Proposal.
- 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 required in the Request for Proposal.

**3.3 Mandatory Requirements**

- Must possess valid Maryland State Catering License.
- Must possess valid Commercial Kitchen License.
- Must be registered to do business in the State of Maryland, and be in good standing, at of proposal submittal.
- Must be in business for a minimum of five (5) years.

**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.

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**SECTION 4 – PROPOSAL EVALUATION AND AWARD**

**4.1 Proposal Evaluation**

**4.1.1 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.

**4.1.2 Evaluation Criteria**

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

Description of Criteria	Max Pt. Value
<b>Qualifications</b> Professional qualifications and technical competence of the firm, subcontractors, and staff proposed for the performance of the required services. Offeror’s organization size, length of time the organization has been providing the required services.	<b>35</b>
<b>Experience</b> Offeror must have successfully engaged in professional services of this type for a minimum of five (5) years. Demonstrated success in projects similar to the one described in this RFP. Experience providing services to institutions or public-sector entities similar in size and mission to Montgomery College.	<b>25</b>
<b>References</b> 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 required in the Request for Proposal	<b>20</b>
<b>Price Proposal</b> Submitted pricing must be inclusive of all services required in the Request for Proposal.	<b>25</b>
<b>Total Available Points:</b>	<b>100</b>

**4.1.3 Technical Proposal**

Qualifications, Experience, and References represent the technical proposal. Award will be made in aggregate, to the highest ranked, most responsive, responsible Offeror meeting all RFP terms, conditions, and specifications.

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**SECTION 5 – PROPOSAL SUBMISSION**

**5.1 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. 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. Offeror's 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.

**5.2 Required Proposal Submittals**

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

**5.2.1 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.

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

- Transmittal Letter/Statement of Qualifications
- Requirements Checklist (Attachment B)
- Copy of Catering License
- Copy of Commercial Kitchen License
- Completed Reference form (Attachment C)
- Conflict of Interest Statement (Attachment D)
- Non-Debarment Acknowledgement (Attachment E)
- Completed Contractor Information Form (Attachment F)
- Subcontractor Listing (if applicable)
- Acknowledgement of Receipt of Addenda (if applicable)

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

**5.2.3 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.

**5.2.4 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.

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**SECTION 5 – PROPOSAL SUBMISSION-continued**

**5.2.5 References**

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.

**5.2.6 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.

**5.3 Price Proposal**

The price(s) offered on the Price Proposal must include all charges and costs incurred in the delivery of this procurement. The Price Proposal must be completed in full, signed, and dated.

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**SECTION 5 – PROPOSAL SUBMISSION-continued**

**5.4 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**, in two separate PDF file attachments. One attachment shall consist of the 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 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: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**SECTION 6 – QUESTIONS & ANSWERS FROM PREVIOUS REQUEST FOR BID (RFB)**

<b>Vendor Question</b>	<b>Montgomery College Answer</b>
<p>Is this food served as a buffet?</p> <p>a. If so, could we set up 2 buffets</p> <p>b. If so, are we to have entrée quantities so that each guest gets a choice going through the line or could we do 150 servings of each entrée?</p>	<p>Yes.</p> <p>A: Yes</p> <p>B: Guests will choose going through line.</p>
<p>Do you need a dessert or drink?</p>	<p>No dessert. Only the drinks should be included on the menu.</p>
<p>Do we need to clean up the room after the event?</p>	<p>No</p>
<p>For the vegan entrée, will we know that number for each site before the event?</p>	<p>Yes</p>
<p>Can we choose the vegan plate?</p>	<p>No. Please provide a list of options and the College will make the decision on the vegan plate option.</p>
<p>Is there any equipment on-site for keeping food hot (ovens, hot boxes, chafers, etc.) or do we need to bring everything with us?</p>	<p>No, they will need to bring any items to keep food hot with them</p>
<p>RFB states setup time of <u>12:00 noon</u>. Is this the earliest we can be on site?</p>	<p>Earliest would be 11:30 am.</p>
<p>Is the caterer expected to serve the food to students directly or will the students be serving themselves from a buffet line with the caterer replenishing as needed</p>	<p>Montgomery College Staff will be serving the food to the students.</p>
<p>Is the caterer responsible for plates &amp; napkins? Cutlery and serving utensils were included in the RFB.</p>	<p>Yes</p>
<p>Is trash to be left on-site?</p>	<p>Yes</p>
<p>How long will lunch be expected to last? Are the students coming in several waves or all at once?</p>	<p>Lunch will be 45 min. Students will be coming in all at once.</p>

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**SECTION 6 – QUESTIONS & ANSWERS FROM PREVIOUS REQUEST FOR BID (RFB) – continued**

<b>Vendor Question</b>	<b>Montgomery College Answer</b>
Is the hot vegan option on the buffet for everyone or is it only available for the predetermined number of vegan entrees?	All the hot vegan options are for pre-determined number of students. Quantities for each site, have not yet been determined.
Since there are roasted/grilled veggies on the side, should the chicken & shrimp kabobs consist of nothing but protein?	Kabobs can still have veggies on them, but the meat should be prominent part of kabob.
Description states 3 choices of protein, but there are only two listed Should pricing include a third yet to be determined protein?	Third protein item should be salmon, to be included in pricing.

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**SECTION 7 – PRICE PROPOSAL**

This section is used to describe all costs for the acquisition, implementation, operation, maintenance, licensing and use of the proposed solution. The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement.

**NOTE: Montgomery College is tax exempt, and certification is provided upon request.**

Item	Description	UM	Qty	Unit Price	Total Price
1	Breakfast menu	Meal	3,000	\$	\$
2	Lunch menu	Meal	3,000	\$	\$
3	Delivery, set-up, serving fee			LOT	\$
	GRAND TOTAL:				\$

The prices offered on the Price 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. An aggregate award will be made in the best interest of the College to the highest evaluated, most responsible, responsive Offeror that can meet the terms, conditions, and specifications of this solicitation.

*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.*

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

---

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

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**ATTACHMENT A – BREAKFAST AND LUNCH MENU ITEMS**

	<b>July 8<sup>th</sup></b>	<b>July 9<sup>th</sup></b>	<b>July 10<sup>th</sup></b>	<b>July 11<sup>th</sup></b>	<b>July 12<sup>th</sup></b>
<b>Breakfast Menu</b>	<u>Breakfast sandwiches:</u> -egg & cheese -turkey sausage, egg & cheese -bacon, egg, & cheese -turkey sausage & egg -bacon & egg -Hash browns -Assorted juice bottles (15 to 16 oz) -Ketchup, hot sauce packets, jellies	-Biscuits or Croissants -Donuts -Eggs -Potatoes -Turkey and pork bacon -Jellies, butter, ketchup and hot sauce -Assorted juice bottles (15 to 16 oz)	-French toast and syrup -Scrambled eggs -Fresh fruit -Turkey and pork bacon or sausage -Assorted juice bottles (15 to 16 oz)	-Scrambled Eggs -Hashbrown or Breakfast Potatoes -Biscuits or Croissants -Turkey and pork (sausage) -Ketchup, hot sauce, jellies, butter -Assorted juice bottles (15 to 16 oz)	<u>Breakfast sandwiches:</u> -egg & cheese -turkey sausage, egg & cheese -bacon, egg, & cheese -turkey sausage & egg -bacon & egg -Hash Browns -Ketchup, hot sauce packets and jellies -Assorted juice bottles (15 to 16 oz)
<b>Lunch Menu</b>	<u>Choice of Protein:</u> -Roasted Chicken, Salmon, and Hot Vegan Options -Sides: Black Beans, Rice, Steamed Broccoli, Rolls	<u>Three choices of entrees:</u> Fettuccine Alfredo, Spaghetti and Meatballs, Vegetarian Lasagna -Sides: Green Beans, Rolls, Garden Salad	<u>Kabobs:</u> Chicken, Shrimp, and Veggie -Sides: Rice, Roasted or Grilled Veggies, Pita bread -Tzatziki sauce and hummus	<u>Two Choices of Protein:</u> Fajitas Chicken, Beef, and Veggie -Sides: Rice, Plantains, Black Beans, Cheese -Sour cream, guacamole, salsa	<u>Three Choices of Protein:</u> Fried Chicken, BBQ or Baked Chicken, Hot Vegan Option -Sides: Mac and Cheese, Baked Beans, Corn, Pasta Salad, Coleslaw

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**ATTACHMENT B – REQUIREMENTS CHECKLIST**

**Instructions to Bidders:** Each bidder must meet the requirements as listed below. Enter Yes or No next to each requirement. A **Yes** confirms that your company does meet this requirement. A **No** confirms that your company does not meet this requirement. This checklist must be submitted with proposal.

<b>REQUIREMENTS:</b>	<b>YES OR NO</b>
In business for a minimum of five years	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
Must have experience providing large catering events, similar to the quantity required in this Request for Proposal.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
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 required in the Request for Proposal.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
Must be registered to do business in the State of Maryland, and be in good standing, at of proposal submittal.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
Must possess valid Maryland State Catering License.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
Must possess valid Commercial Kitchen License.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**ATTACHMENT C - 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: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**ATTACHMENT D – 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: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**ATTACHMENT E – 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.

\_\_\_\_\_ 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**ATTACHMENT F – CONTRACTOR INFORMATION FORM**

C.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.

C.2 Minority Contractor: Yes  No

If yes, please specify minority classification

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

C.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.

C.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

C.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: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**ATTACHMENT G – 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: <span style="margin-left: 20px;">Montgomery College Office of Business Services 9221 Corporate Blvd Rockville, Maryland 20850</span>
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**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**ATTACHMENT H – 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 non-substantial. 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: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**ATTACHMENT H – 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: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**ATTACHMENT H – 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: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**ATTACHMENT H – 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: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**ATTACHMENT H – 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 insure 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 Maryland State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. Corporation must also be in good standing with the Maryland State Department of Assessments and Taxation. 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: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**ATTACHMENT H – 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: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**ATTACHMENT H – GENERAL CONDITIONS AND INSTRUCTIONS-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.

**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: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**ATTACHMENT I – 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: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

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

**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

**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

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR PROPOSAL TITLE: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

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

**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 METROPOLITIAN 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
- 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: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**ATTACHMENT I – 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.

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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 \_\_\_\_\_

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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: ACES SUMMER PROGRAM OFF-CAMPUS CATERING SERVICES**  
**PROPOSAL NUMBER: E924-009**  
**PROPOSALCLOSING DATE AND TIME: March 29, 2024 @ 3:00 PM**

**ATTACHMENT I – 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)