REQUEST FOR PROPOSAL # BC-20660-Q
FOR
THE COLD BEVERAGE CONTRACT

ISSUE DATE: MAY 3, 2010

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<th>SIGNIFICANT MILESTONES</th>
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<tr>
<td>Issue Date</td>
<td>4:00 PM</td>
<td>Monday, May 3, 2010</td>
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<tr>
<td>Pre-Proposal Conference</td>
<td>10:00 AM</td>
<td>Thursday, May 13, 2010</td>
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<td>Deadline for Questions</td>
<td>5:00 PM</td>
<td>Wednesday, May 19, 2010</td>
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<td>Proposals Due Date</td>
<td>2:00 PM</td>
<td>Wednesday, May 26, 2010</td>
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**WARNING:** Prospective bidders who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.
COLD BEVERAGE CONTRACT
RFP # BC-20660-Q

TABLE OF CONTENTS

SECTION I: SUMMARY INFORMATION.................................................................

SECTION II: GENERAL INFORMATION FOR VENDORS........................................

SECTION III: TECHNICAL & SPECIFICATIONS....................................................

SECTION IV: EVALUATION AND SELECTION PROCEDURES..............................

SECTION V: INFORMATION REQUIRED IN VENDOR PROPOSALS....................

SECTION VI: APPENDICES

APPENDIX A – TECHNICAL PROPOSAL FORMS
APPENDIX B – FINANCIAL PROPOSAL FORM
APPENDIX C – CONTRACT FORMS
APPENDIX D – CURRENT VENDING MACHINE LOCATIONS
APPENDIX E – MACHINE CARD READER INFORMATION
APPENDIX F – VENDING MACHINE ENERGY STAR REQUIREMENTS
APPENDIX G – UMBC WEBSITE / CAMPUS MAP
SECTION I: SUMMARY INFORMATION

A. SUMMARY STATEMENT

The University of Maryland Baltimore County (also called the University or UMBC) intends to contract for the Campus-Wide Sale of Cold Beverages.

B. ISSUING OFFICE

Sharon Quinn
University of Maryland Baltimore County
Department of Procurement
Administration Building, Room 301,
1000 Hilltop Circle, Admin 923
Baltimore, MD 21250
Voice: (410)-455-2540
FAX: (410) 455-1009
E-mail: squinn@umbc.edu

The sole point of contact in the University for the purpose of this RFP is the issuing office. Any questions with regard to any aspect of this proposal must be directed to Sharon Quinn in writing.

C. QUESTIONS AND INQUIRIES

Questions and inquiries should be directed to the individual referenced with the Issuing Office above. All such questions and inquiries must be received by 5:00 p.m. Wednesday, May 19, 2010. Inquiries will receive a written reply. Copies of replies will also be sent to all other proposers, but without identification of the inquirer.

D. DELIVERY OF PROPOSALS

Proposals must be delivered to:

University of Maryland Baltimore County
Department of Procurement
1000 Hilltop Circle, Administration Building, Room 301
Baltimore, MD 21250
Attention: Sharon Quinn
E. PROPOSAL CLOSING DATE

In order to be considered, the original and twelve (12) copies [for a total of thirteen (13) sets] of the Technical Proposal and the original and five (5) copies [for a total of six (6) sets] of the Financial Proposal must arrive at the issuing office by **Wednesday, May 26, 2010, no later than 2:00 p.m.**

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

Proposals received after the established closing date and time cannot be considered. Proposers are advised that a proposal is not considered "received" until it is delivered to the specific location; that is, a proposal must be received in Room 301 by the due date in order to be considered. Proposers must allow sufficient time, therefore, to insure that their proposal is "received" in accordance with this paragraph.

F. PRE-PROPOSAL CONFERENCE

There will be a Pre-Proposal Conference held in conjunction with the RFP. Attendance at the Pre-Proposal conference is not mandatory. The conference will be held on **Thursday, May 13, 2010 at 10:00 a.m.** at the University Center, in Room 310. Please refer to the Campus Website for directions and parking: [http://www.umbc.edu/aboutumbc/campusmap/](http://www.umbc.edu/aboutumbc/campusmap/). In conjunction with the RFP, there will be a Site Visit to the various vending locations following this meeting. All firms interested in the site visit will remain in the room following the meeting. Vendors should allow three (3) hours for this site visit, and wear comfortable shoes.

While attendance at the Pre-Proposal Conference is not mandatory, information presented may be very informative; therefore, all interested vendors are encouraged to attend in order to be able to better prepare acceptable proposals. If your firm plans to send representatives, please call the issuing office by **Monday, May 10, 2010.** We ask that a maximum of two (2) representatives from each company attend this meeting. **Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request.** Please call Sharon Quinn (at 410-455-2540) with specific requests at least five (5) business days prior to conference.
G. **DURATION OF PROPOSAL OFFER**

Proposals are to be held valid for 120 days following the closing date for this RFP. This period may be extended by mutual agreement between the vendor and the University.

H. **TERM OF CONTRACT**

The contract shall be for a period of **five (5) years beginning August 1, 2010 and ending July 31, 2015**.

The University shall have the option to renew the contract for **five (5) additional one-year terms**, said option(s) to be exercised at the sole discretion of the University.

I. **EVALUATION OF OFFERS**

A contract award will be made to the responsible proposer(s) whose proposal best meets the needs of the University as determined by the Procurement Officer. All proposals will be evaluated by an University evaluation committee. After considering the factors set forth in this RFP, the committee will make recommendations for the award of the contract to the vendor(s) whose proposal is/are determined to be the most advantageous to the University.

J. **PROPOSAL ACCEPTANCE**

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to waive minor irregularities, to negotiate in any manner necessary to best serve the interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award or no award at all. Proposers judged by the procurement officer not to be responsible or proposers whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

K. **FORMATION OF AGREEMENT/CONTRACT OR ISSUANCE OF PURCHASE ORDER**

The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the proposer as contractor and the University in the form of a University Contract and shall contain the provisions included herein as Appendix C (Service Contract), as well as, any additional terms required by UMBC or the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed Appendix C (Services) and will execute a contract on that form upon request by UMBC. Proposers must understand and acknowledge that UMBC, as an agency of the State of Maryland, cannot indemnify the Contractor, submit to binding arbitration, or agree to pay the Contractor’s attorney’s fee.
The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the Proposer as contractor and the University and shall consist of (1) the terms, conditions and specifications of this RFP and any appendices, amendments, additions or changes thereto; (2) the Standard Contract found in Appendix C, and (3) the Proposer’s response to the RFP and any amendments or changes thereto.

Other University System of Maryland institutions (within a 50-mile radius) not specifically named in this solicitation document may participate in the contract resulting from this solicitation under the same pricing, terms and conditions of the awarded contract.

L. ORDER OF PRECEDENCE

The contract between the parties will be embodied in the contract documents, which will consist of those items named in “K” above, listed in their order of precedence. Modifications to the Order of Precedence of those items will not be accepted in order to protect the University against obscure, unrecognized conflicts between the solicitation and a Proposer’s proposal. In the event of a conflict, the terms of the University Contract shall prevail.

M. PROPOSAL AFFIDAVIT AND CERTIFICATIONS

State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price, etc. The affidavit form, which should be completed by all respondents and returned with their respective responses, is included in Appendix A of the RFP.

END OF SECTION I
COLD BEVERAGE CONTRACT
RFP # BC-20660-Q

SECTION II: GENERAL INFORMATION FOR VENDORS

A. PURPOSE

The overall purpose of this RFP is to provide information to vendors interested in preparing and submitting proposals to meet the requirements for campus-wide sales of cold beverages as described herein. Proposals will be received for the items/services specified herein or attached hereto under the terms, conditions and general specifications of this proposal.

B. GENERAL INFORMATION FOR VENDORS

1. Proposals must be made in the official name of the firm or individual under whom business is conducted (showing official business address) and must be signed by a duly authorized person.

2. Each proposer must furnish all information required by the proposal request. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of their authority.

3. At the Pre-Proposal conference, potential proposers will have an opportunity to: (1) ask and receive answers to all questions regarding the specifications and general conditions, and (2) receive any additional information relating to this contract. A Site Visit is scheduled for an inspection of the vending areas.

4. This Request for Proposals creates no obligation on the part of the University to award the contract or to compensate proposers for proposal preparation expenses.

5. The University reserves the right to award a contract based upon the proposals received without further negotiations. Vendors should therefore not rely on having a chance during negotiations to change their offer.

6. Before the award of a contract, UMBC may require the proposer to submit evidence of any information related to the financial, technical, and other qualifications and abilities of the proposer.

C. ADDENDA TO THE RFP

Any additional information not addressed in this RFP in response to an inquiry received by the Procurement Officer will be answered in writing as an addendum to the RFP. Copies of the addenda will be posted to the eBid Board at
www.umbc.edu/adminaffairs/procurement/EBidB.shtml. It is the responsibility of the vendor to check the website frequently until the opening date for addendums, amendments and changes. Reasonable efforts will be made to avoid the identification of Proposers in any addenda. For purposes of this RFP, there shall be no other communication between UMBC and Proposers other than as described in this paragraph.

RECEIPT OF THE ADDENDA, AMENDMENT AND/OR CHANGE ISSUED MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE PROPOSERS AND EACH INCLUDED IN THE TECHNICAL PROPOSAL. An “Acknowledgement of the Receipt” Form (found in Appendix A) for all amendments, addenda, and changes issued shall be required from all vendors submitting a proposal.

D. CANCELLATION OF THE RFP

The University may cancel this RFP, in whole or in part, at any time.

E. ORAL PRESENTATION

Vendors who submit proposals will be required to make individual presentations to University representatives in order to discuss their proposals. (See Section IV, Item C-2, for further details.).

F. INCURRED EXPENSES

The University will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal, delivery of or return of representative samples (if applicable).

G. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the vendor’s offer to meet the requirements of the RFP.

H. ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, the firm accepts the terms and conditions set forth in this RFP.

I. PROCUREMENT REGULATIONS

This RFP and any resulting contract shall be governed by the USM Procurement Policies and Procedures and the State Finance and Procurement Article of the Annotated Code of Maryland and by State Procurement Regulations, Code of Maryland Regulations Title 21, as applicable.
J. **MULTIPLE PROPOSALS**

Vendors may not submit more than one proposal.

K. **ALTERNATE SOLUTION PROPOSALS**

Vendors may not submit an alternate to the solution given in this RFP.

L. **TELEGRAPHIC/FACSIMILE PROPOSAL MODIFICATIONS**

Vendors may modify their proposals by telegraphic or facsimile communication at any time prior to the due date and time set to receive proposals provided such communication is received by the University prior to such time and, provided further, the University is satisfied that a written confirmation of the modification with the signature of the proposer was mailed prior to the time and date set to receive proposals. The communication should not reveal the proposal price but should provide the addition or subtraction or other modification so that the final prices, percent or terms will not be known to the University until the sealed proposal is opened. If written confirmation is not received within two (2) days from the scheduled proposal opening time, no consideration will be given to the modification communication. No telephone, telegraphic, or facsimile price proposals will be accepted.

M. **CONTRACTOR RESPONSIBILITIES**

The University shall enter into contractual agreement with the selected offering vendor(s) only. The selected vendor(s) shall be responsible for all products and/or services required by this RFP. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. The University’s intent is not to direct the use of any particular vendor, however, the vendor will not contract with any such proposed person or entity to whom the University has a reasonable objection. Notification of such objection will be made by the University within 15 days of contract. The vendor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them.

N. **PUBLIC INFORMATION ACT**

Proposers must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the University under the Public Information Act, Part III, Title 10, State Government Article, Annotated Code of Maryland.
Vendors must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (it IS NOT sufficient to preface your proposal with a proprietary statement). Failure to comply may result in rejection of your proposal.

O. MINORITY BUSINESS ENTERPRISE NOTICES

State-certified Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation. Minority participation is very important to UMBC and to the State of Maryland. For more information on the State’s MBE program, please see the MDOT website, at http://www.mdot.state.md.us/MBE/index.html.

It is the intent of the University to maximize minority business opportunities. All proposals should include, in the technical proposal, a statement as to the expected level of MBE participation (prime contractor and subcontractor) that will be involved in this contract. The “Certified MBE Utilization and Fair Solicitation Affidavit” Form (found in Appendix A) should be completed and returned with the Technical Proposal certifying the Proposer’s intent to provide MBE participation.

Within ten (10) days of notification of award, the successful Proposer should provide: (1) an Outreach Efforts Compliance Statement (found in Appendix C); and (2) an Subcontractor Project Participation Statement (found in Appendix C).

P. ARREARAGES

By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.

Q. TAXES

The UMBC is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, Contractor shall pay the Maryland Sales tax and the exemption does not apply.
R. **RFP RESPONSE MATERIALS**

All written materials submitted in response to this RFP become the property of the University and may be appended to any formal documentation, which would further define or expand the contractual relationship between the University and the successful vendor(s).

S. **PROPOSAL SECURITY** - NOT APPLICABLE - [Refer to Section V, item C-4.1 “Performance Bond”]

T. **DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Unsuccessful proposers may request a debriefing. If the proposer chooses to do so, the request must be submitted in writing to the Procurement Officer within ten days after the proposer knew, or should have known its proposal was unsuccessful. Debriefings shall be limited to discussion of the specific proposer’s proposal only and not include a discussion of a competing proposer’s proposal. Debriefings shall be conducted at the earliest feasible time.

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

U. **MARYLAND PUBLIC ETHICS LAW, TITLE 15**

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

If the bidder/proposer has any questions concerning application of the State Ethics law to the bidder/proposer’s participation in this procurement, it is incumbent upon the bidder/proposer to see advice from the State Ethics Commission; Office of the Executive Director, 9 State Circle, Suite 200, Annapolis, MD 21401, 410-974-2068 or toll free 1-877-669-6085.

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

V. **Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act"). – NOT APPLICABLE**

W. **JOINT VENTURE PROPOSERS**

If the Proposer is a joint venture firm, the Proposer must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. As part of the initial technical proposal submission, the proposer must identify the percentage partnership for each joint venture party, the responsibilities of each joint venture party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this RFP document.

**NOTE** All joint venture parties will be held responsible for the contract obligations jointly and severally.

END OF SECTION II
SECTION III

TECHNICAL REQUIREMENTS & SPECIFICATIONS

A. BACKGROUND

The University of Maryland Baltimore County (UMBC) is a dynamic public research university integrating teaching, research and service to benefit the citizens of Maryland. As an Honors University, the campus offers academically talented students a strong undergraduate liberal arts foundation that prepares them for graduate and professional study, entry into the workforce, and community service and leadership. UMBC emphasizes science, engineering, information technology, human services and public policy at the graduate level. A member campus of the University System of Maryland (USM), UMBC is located on 500 acres to the southwest of Baltimore, in proximity to the Baltimore Beltway (695) and I-95. Campus infrastructure consists of 47 major buildings and residential complexes in three locations: the Main Campus, the South Campus (bwtech@UMBC Incubator and Accelerator) and the Research Park (bwtech@UMBC Research and Technology Park). Additional information concerning UMBC may be obtained through the UMBC home page, www.umbc.edu.

FALL 2009 POPULATION FIGURES

Faculty and Staff: 1,848
Students: 12,870*

* Full and Part-time

STUDENT BREAKDOWN

Undergraduate: 9,947
Graduate: 2,923

Full-time 9,656
Part-time 3,214

Commuters: 8,981
Residents: 3,889

B. GOALS OF THE UNIVERSITY

UMBC seeks to establish a contract meeting the following objectives:

1. Provides a beverage vending environment that supports the needs of the UMBC community, particularly with respect to after-hours availability.
2. Provides financial support for key campus programs in Institutional Advancement, UMBC Athletics and Campus Card.

3. Works in concert with the UMBC Dining Services contract, currently held by Chartwells Compass Group, UMBC’s Snack/Food/Hot Beverage Vending Contract, currently held by Columbia Vending Service, Inc. and the UMBC Bookstore.

4. Integrates with, and fosters the use of, the UMBC Campus Card Program through the provision of card readers in each machine.

5. Uses a vendor that will support the goals of the UMBC Wellness in the Workplace Initiative (and all similar initiatives) by providing a greater percentage of health conscious beverages than is normally found in the vending marketplace. Information on the UMBC Wellness in the Workplace Initiative may be found at www.umbc.edu/wellness/vision.

6. Uses a vendor that will embrace the UMBC Campus Climate Initiate (and similar initiatives) by contributing to the sustainability effort of the campus through the provision of energy efficient machines.

7. Employ a vendor that has a proven track record of refilling machines and responding to customer requests in a timely and professional manner.

8. Selects a vendor who will effectively market the beverage vending program to the campus community.

It is anticipated that the University shall make an award for this procurement prior to August 2, 2010, the termination date of the current contract. It is required that the awarded firm have their program in place and all vending machines fully operational before Fall 2010 move-in, August 27, 2010. These dates may be changed at the University’s option.

C. POURING RIGHTS EXCLUSIVITY

Except as noted in “Section III, Item E” below, the awarded firm is granted exclusive beverage availability and merchandising rights on the UMBC campus. All products sold, dispensed or served on campus will be provided by the vendor. UMBC will make the vendor’s products available for sale in all “package” forms through fountain dispensing, hawking, vending and/or any other means mutually agreed upon by the University and vendor. Merchandising rights shall include the following:

- Point-of-Sales advertising in a clearly visible and vendor acceptable manner
- Concession and menu board display of product trademark and endorsement
• Use of approved cups, as appropriate, for all served, sold or dispensed beverages
• Trademark and product endorsement at athletic events/venues
• Distribution of promotional materials on campus, as provided by the vendor
• Exclusive advertising and promotional rights on campus through all existing media, in accordance with campus policies governing the use of such media
• Sale of beverages through any/all appropriate alternative outlets such as hawking trays, kiosks, themed mobile/push carts, etc., if and to the extent provided by the vendor

Scope of Athletic Marketing Exposure: UMBC Athletics sponsors 19 varsity sports and 24 club sports. Nearly one thousand student-athletes are involved in these programs. Many of these competitions are held on the UMBC campus at our Stadium Complex, Soccer Pitch, Arena, Tennis Complex, or Natatorium. We attract large crowds to many of our home events. For example, basketball averages 3,000 spectators per game and lacrosse and soccer led the America East Conference in attendance this past season.

Club sports such as wrestling, ice hockey, and rugby play before large partisan crowds. In addition, we host 17 summer camps that attract more than 10,000 campers that very often stay on campus in dormitories for the duration of the camp. We host numerous outside rentals including cheer camps, Maryland State High School Championships in girls’ basketball, boys’ and girls’ soccer, boys’ and girls’ lacrosse, and swimming. These events often times attract capacity crowds.

The Retriever Activities Center (RAC) is the busiest building on campus year round and averages 15,000 users weekly. Overall, we believe that our Athletic and Recreation programs provide a tremendous opportunity for exposure to the public.

Post-Mix Beverages: The University shall require their Dining Services contractor to purchase all post-mix beverages and approved cups from the vendor. The sale of product shall be between the vendor and Dining Services (currently Chartwells Compass Group) and held at the current normal/customary market price or, appropriately discounted with respect to the volume purchased. The vendor shall submit a price schedule for all products as part of the Financial Proposal and that price schedule shall remain in force during the first year of the contract. Price changes started with the second year of the contract must be submitted to the University for review, a minimum of 45 days prior to taking effect, and, in all cases, may not exceed the annual change in the National Consumer Price Index (CPI)

Bottle/Can Beverages: The University shall require their Dining Services contractor to purchase all bottle and can products from the vendor. The UMBC Bookstore shall be required to purchase bottle and can products from the vendor in accordance with the terms set forth in Section III, Item E, Pouring Rights Exemptions. The sale of product shall be between the vendor and Dining Services (currently Chartwells Compass Group) and between the vendor and the UMBC Bookstore, held at the
current normal/customary market price or, appropriately discounted with respect to the volume purchased. The vendor shall submit a price schedule for all products as part of the Financial Proposal and that price schedule shall remain in force during the first year of the contract. Price changes started with the second year of the contract must be submitted to the University for review, a minimum of 45 days prior to taking effect, and, in all cases, may not exceed the annual change in the National Consumer Price Index (CPI)

D. EXCLUSIVE ASSOCIATION - PROTECTION

Exclusive rights are granted to the vendor with respect to the sale, dispensing and serving of cold beverages on campus. This exclusivity shall be protected and maintained by the University through the following measures:

- No sale, dispensing, serving or sampling of competitive products shall be allowed on campus except as noted in Section E. This provision does not extend to products purchased off-campus and brought to campus for personal consumption.

- No competing trade mark visibility, promotional events, advertising rights or signage shall be allowed on campus except as noted in Section E. The University will not allow any association, in reality, in appearance or by association, between itself and competing vendors.

- No University endorsement, direct or indirect, shall be made with respect to competitive products except as noted in Section E. Third parties involved in the broadcast of Campus events are not restricted as to the sale of spot advertising for competitive products as long as no association, direct or indirect, is made between those products and any aspect of the University.

- No third party promotional events that tie back, directly or indirectly, to competitive products will be allowed on campus without the expressed approval/involvement of the awarded firm.

- No “ambush marketing” will be allowed on campus with University action taken against any attempt to associate, directly or indirectly, competitive products with the campus

E. POURING RIGHTS EXEMPTIONS

UMBC Bookstore: Non-vendor products may be displayed and sold in bottle/can form only. Total non-vendor products may not exceed 30% of the combined shelf and cooler space used for such merchandising. Use of non-vendor brand names/trademarks shall be strictly limited to indicating availability and not for promotional purposes. Any equipment/coolers
provided by the vendor and/or bearing vendor trademarks/brand names may not be used for non-vendor products.

Remaining Product: Dining Services and The UMBC Bookstore shall be allowed to “sell off” any remaining bottle/can inventory from the current vendor during the transition period to the new vendor. Both operations shall make reasonable efforts to reduce standing stock prior to the bid award to minimize this need. The University reserves the right, at its discretion, to use any pre-existing stock of “gratis” beverages from the current vendor after the initiation of the new contract. Reasonable efforts will be made to minimize such an occurrence.

Hot Beverage Vending: Hot beverage dispensing through the campus Snack/Food/ Hot Beverage Vending contract shall not be impacted by any term or condition of this agreement.

Proprietary Branded Concepts: Branded venues on campus, such as Starbucks, may display and sell proprietary bottled products in accordance with the requirements for operating that franchise on campus.

Hot Coffee/Hot Tea/Non-vended Bottled Water: UMBC and its affiliate(s) may serve, sell and/or dispense “brewed on the premise” hot coffee/ hot tea and non-vended UMBC bottled water, regardless of the product source.

Generic Cups: UMBC and its affiliate(s) may opt to serve, sell or dispense beverages in generic cups under appropriate circumstances or conditions.

F. PRODUCT SALES

| Dining Services | 2009 |

Equipment: 17 - 8 head fountains
7 - Double door bottled beverage coolers
2 - B/B juice dispensers
2 - Concentrate 100% juice dispensers
1 - Single door bottled beverage cooler

Product sales: 5,461 BNB units (27,040 gallons) used in 2009
16,883 bottle/cans sold in 2009
Bookstore
2008/2009

Equipment: 4 – Triple door coolers
            3 – Single door coolers
            2 – Double door coolers

Product sales: 2,057 cases averaged annually sales 2008/09

Vending
2009

Equipment: 51 machines in 28 locations

Product sales: 6,526 cases sold in 2009

The University is interested in optimizing value back to the University in the form of annual fixed payments and commission revenue. With respect to vending, the University has high expectations that the successful proposer, in cooperation with the UMBC Department of Campus Card, will utilize promotions, incentives and consumer oriented practices that will encourage increased sales volume over the term of the contract.

G. SUPPORT FOR KEY CAMPUS OPERATIONS:

The Beverage and Pouring Rights contract provides critical support for three key campus operations: Institutional Advancement, Athletics and Campus Card. The following considerations must be addressed in the proposal:

UMBC Office of Institutional Advancement

Annual Scholarship Donation: The awarded firm shall make an annual donation to support UMBC Scholarship activities. The initial donation shall be made within 30 days of the contract start date with subsequent years made on the contract anniversary date. The amount of the donation shall remain fixed throughout the contract period.

Community Building: The awarded firm shall provide a fixed annual amount for general marketing support on campus. These funds will be used to foster activities that build community among student and alumni. The initial donation shall be made within 30 days of the contract start date with subsequent years made on the contract anniversary date. The amount of the donation shall remain fixed throughout the contract period.
UMBC Athletics

Annual Athletic Program Support: The awarded firm shall make an annual donation to the UMBC Athletics Department. These funds shall be used to enhance campus athletic and recreational programs. The initial donation shall be made within 30 days of the contract start date with subsequent years made on the contract anniversary date. The amount of the donation shall remain fixed throughout the contract period.

Athletic Infrastructure Support: The awarded firm shall offer a package of installation/enhancement to the UMBC Athletics infrastructure. This proposal may take into consideration projects such as:

- Scoreboard replacement
- Beverage dispensing capabilities at different sports venues
- Juice Bar installation at the Retriever Activities Center (RAC)

UMBC Campus Card

Vending Commission Guarantee and Revenue: The awarded firm shall establish a minimum guarantee and commission rate with respect to vending machine use based upon generated gross sales. Commission shall be paid monthly and will be used to support general Campus Card operations.

H. EQUIPMENT SPECIFICATIONS

All equipment, supplies or services shall conform to all applicable Federal and State laws and regulations and to the specifications (refer to Appendix F for more details) contained in the solicitation. Unless specifically stated/named in this document, the proposer may offer any brand/equipment which meets or exceeds the specification for any item(s). The proposer shall submit with his proposal cuts, sketches, descriptive literature and/or complete specifications detailing the required level of compliance. The University reserves the right to determine final acceptance of item(s) based on the submitted documentation. Proposals, which do not comply with these requirements, are subject to rejection.

The vendor shall provide all customary and reasonable post-mix dispensing equipment, coolers, display cases and associated units to Dining Services and the UMBC Bookstore on terms mutually agreeable to both parties. At a minimum, the same type and count of current, in place, equipment must be provided within 30 days of contract initiation. Equipment replacement must be coordinated with the current vendor and the University to assure an orderly “swap-out” that reasonably maintains product availability, minimizes sales disruption and preserves good customer service.
I. **SCOPE OF WORK/REQUIREMENTS FOR EXCLUSIVE POURING RIGHTS AT UMBC:**

Proposals must address the following mandatory (M) and desired (D) services relative to the scope of contract requirements. In addition, vendors must also address all issues in this section as to whether they will abide with the issue or not. The successful contractor shall:

(M) 1. For vended products, provide the University Community with a varied selection of quality, nationally recognized beverages that include a significant percentage of healthy drink alternatives such as fruit juices, bottled water and bottled teas. Overall product selection must reasonably support the goals of the *UMBC Wellness in the Workplace Initiative* (and all similar initiatives) by providing a greater percentage of healthier non-soda alternatives than is normally found in the vending market place. Details on the *Wellness in the Workplace Initiative* may be found at www.umbc.edu/wellness/vision. Vendor must provide the Campus Card Office with a complete list of beverage selections that will be stocked in their machines prior to the first day of sales. The same information must be provided prior to the introduction of any new product offered for sale.

(M) 1a. Coordinate with the Campus Card Office vending restocking schedules that properly align with the University schedule of events and activities. The University reserves the right to request expedited restocking of specific machines at times of pending activities expected to significantly increase sales volume.

(M) 1b. Work with the Campus Card Office to periodically evaluate vended product variety, offerings and sales. A Vendor customer service representative shall meet monthly with the Campus Card Office, and appropriate campus operations representatives, to review account status, share information, discuss promotions, address pertinent issues, etc.

(D) 1c. It is anticipated that the Vendor will take an active role in promoting their product line on campus through the multiple sales outlets that exist. It is expected that vending based promotions will be incorporated into the mix. Possible approaches could involve free samples, incentives, rewards programs and new product awareness campaigns. It is highly desired that a periodic promotional program will be developed to foster use of the Campus Card to purchase vended product.

(M) 2. Provide clean, attractive, new and/or well maintained vending machines in all currently listed locations, as well as, any determined
future locations. Provide machines to vend a variety of quality nationally recognized, brand name beverages and healthy alternatives. The capacity of each vending machine must be ample to satisfy customer’s demands in the particular location between times of regular servicing. All equipment must conform to State and Federal guidelines, regulations, and/or codes.

(M) 2a. Machines placed on day one of the contract must have current state-of-the-art “Energy Star” Certification (refer to Appendix F for more details). Per Section III, Item H, “Specification”, cut-sheets of the machines must be provided to allow for proper assessment of compliance. Machines placed after day one of the contract, as replacements, upgrades or new locations, must comply with the “Energy Star” Certification requirement.

(M) 2b. It is required that additional measures be taken to promote utilities savings over the course of the contract. The preferred approach for this requirement would be incorporation of VendingMiser® or analogous low-energy lighting and low-energy refrigeration technology into the campus machine base. Should this not be fully realized on day one, a comprehensive plan of upgrading must be presented to achieve full compliance within three years of contract initiation. During the interim period of compliance upgrading, de-lamping, with proper signage to alert customers, may be used to demonstrate compliance.

(D) 2c. It is highly desirable that the 24-hour study area in the Library be developed into a premier vending site with special attention to appearance and product offering as this is a unique space supporting extended hours and late night occupancy. As this is also a major snack machine vending area, a coordinated/cooperative approach would be anticipated with the vendor of the Snack/Food/Hot Beverage Vending Contract.

(M) 3. Provide quality products, service and customer satisfaction, at the listed locations, for the term of the contract. (See Appendix D for a list of existing cold beverage vending machine locations that must be fully operational by Fall 2010 move-in, August 27, 2010.)

(M) 4. Equip each vending machine with dollar bill acceptors, coin acceptors and Campus Card IP based swipe readers. Credit/debit Card purchases are not allowed for vended products on campus; only Campus Card readers may be placed on vending machines. The machines must be programmed to return funds, in kind, to the Customer when their selection doesn’t vend. Machines cannot be programmed to force vend.
CAMPUS CARD UPGRADE: UMBC will perform a major system upgrade on the Campus Card Operating System during the 2010 Winter Break (December) period. This upgrade will allow for the use of the newer CBORD IP-MDB Vending Reader, a device which will allow for easier integration and better performance in the campus system. Accordingly, UMBC requires that Card reader installation be delayed until January, 2011. Additionally, UMBC requires permission to place a statement on each machine alerting the campus community to the pending upgrade and return of Campus Card readers in time for the Spring 2011 Semester.

4.1 UMBC Campus Card utilizes the CBORD CS-Gold platform. Card readers provided by the successful proposer must be the IP-MDB Vending Reader supported CBORD (refer to Appendix E for details on the Debit Card Reader). The vending card readers must be securely mounted to the vending machines in accordance with ADA compliance standards uniformly on all vending machines placed on campus. UMBC will be responsible for costs associated with bringing connectivity to the vending readers and providing reasonable and customary technical support in establishing final connectivity to the UMBC network. The Vendor shall be fully responsible for providing the vending card reader, an accessible interface port on the machine and the interface cable between that port and the UMBC provided interface.

Card reader installation must be delayed until after the system upgrade to Version 6, anticipated in late December, 2010. The successful bid must place an order for the full quantity of required readers within 30 days of contract award to allow adequate lead time for delivery. Installation must begin immediately after the completion of the system upgrade and must be fully completed within 60 days. A minimum of 50% placement, activation and full functionality must be achieved prior to the Spring 2011 move-in, January 25, 2011. The University will supply a list defining the machine locations that must be included in the initial 50% installation time frame. Unless documented technical issues exist, failure to achieve 100% compliance within 60 days of the system update completion date may be subject to the conditions set forth in Section I, 7b, below, as the machines without readers or with non-functioning readers will be considered in “need of repair” and “outside the specified time frame for repair”, subject to any applicable penalty for non-compliance with the terms of this agreement.

5. The successful proposer shall place, at a minimum, equipment dispensing the same type of product in all current vending locations. The list of the locations of existing cold beverage vending machines is included as Appendix D. The proposer must state in their proposal
whether they initially intend to add any additional equipment to the overall vending base, clearly stating the exact nature of such additions. The successful proposer shall agree to add, remove, and/or change machines in each existing or future location in response to customer needs and demonstrated usage patterns. All additions, removals, and/or changes must be approved in writing by the University prior to any changes being made.

(M) 6. Maintain all equipment in first class repair. The contractor shall be solely responsible for prompt maintenance and repair of its equipment and shall replace and supplement such equipment to the extent necessary to insure an efficient, sanitary, and satisfactory operation.

(M) 7. Provide repair service within twenty-four (24) hours of a reported problem, based on a standard Monday through Friday work week. The responding technician must report his arrival on campus and the corrective action taken prior to leaving campus to the Campus Card Office.

(M) 7a. The University reserves the right to request expedited repair services, seven (7) days a week, under certain conditions. The exercise of this right shall be limited to special campus events expected to generate high sales volume.

(M) 7b. Failure to respond to a repair service request within the specified time frame shall result in a penalty assessment of one-hundred dollars ($100.00) per day, payable to the University, for the out-of-service period, based on a seven (7) day week cycle. A monthly report will be provided to the University with a list of all repairs completed for the month.

(M) 8. Equip all machines with coin mechanisms which are able to pick up slugs or foreign coins without rendering the machine inoperable.

(M) 9. Removal of all trash and debris associated with the installation, set-up, repair and/or vendor related activities is the responsibility of the vendor.

(M) 10. Assume full responsibility for all transportation and installation costs, with the exception of electrical and “in the wall” data connectivity, incurred in making all vending machines fully operational.

(M) 11. Assume full responsibility for obtaining all required licenses, and proper display of them, in compliance with all Federal, State, and local codes, rules, and laws.
12. Assume full responsibility for the payment of all Federal, State and Local taxes resulting from such operations.

13. Notify Campus Card Office within 2 hours of Vendor awareness of any announced voluntary or mandatory product(s) recall. Vendor shall dispatch service personnel within 24 hours of any recall announcement to remove the noted product(s) from campus machines. UMBC reserves the right to immediately shut down any machine containing suspect product.

14. Assure that service personnel representing the vendor on campus reflect, at all times, a professional appearance and act in a professional manner. The vendor’s identification emblem must appear in a conspicuous place on uniforms. The vendor’s service personnel must observe all University traffic and other regulations while on University premises. The University shall have the authority to remove from the campus any employee of the vendor whose presence shall be deemed, in any way, detrimental to the interests of the University.

14a. All vendor service personnel must prominently display a UMBC Campus Identification Card while on campus. The vendor is responsible for securing these cards from the Campus Card Office and is required to pay the regular and customary fees in place at the time of card issuance. The current fee for new/replacement cards is $20.00. Service personnel must appear in person at the Campus Card Office, University Center, first floor, for imaging and card fabrication. The University shall have the authority to detain/question any employee of the vendor not displaying/having proper University identification.

15. Conduct proper background checks on all employees who will be sent to the campus to affirm the safety of the campus community and property. The Campus Card Office shall maintain an active file of Vendor service staff, based on the issued Campus Identification Cards. It is the Vendor’s responsibility to immediately notify the Campus Card Office of any new/temporary personnel assigned to the campus account and to see that they have the proper identification prior to performing tasks on campus.

16. Assumes full risk and responsibility for any loss, destruction or damage occurring to the vending machines, machine components, or containers, except such loss or damage as may be attributable to the campus by reason of the negligence of its employees while acting within the scope of their employment. The vendor shall not be relieved of liability for its negligence or for the negligence of its employees. The contractor assumes the risk of any loss resulting from mechanical
defects whereby the vending machines vend merchandise without the deposit of a coin, including “Jack Potting”, and whereby the vending machines discharge coins or return excessive amounts of cash.

(M) 16a. The contractor will supply the University with an ample amount of Petty Cash funds for customer reimbursements. The petty cash fund must be kept at a minimum of $50.00 at all times through regularly scheduled visits by the Vendor’s personnel.

(M) 17. Submit the selling price of all products sold through the vending machines to the University for prior approval. Adjustment to sales price may only be executed with prior approval of the University. The Consumer Price Index of food served away from home is published by the Bureau of Labor Standards and will be used by the University for evaluation of sale price adjustments. Request for adjustments must be made prior to March 1 of each successive year of this contract. All adjustments will be effective July 1 of each year.

(D) 18. On an annual basis, vendor shall provide, at no charge to the University, up to 200 cases (total) of can/bottle product for free distribution at campus events. An example of such an event would be the provision of bottled water during pre-semester move-in. Request for such beverages would be coordinated and executed through the Campus Card Office.

J. **Financial Terms and Conditions:**

(M) 1. The vendor shall make an annual contribution to the campus in support of the following programs, as outlined in Section G of the bid, in accordance with the amounts quoted in the proposal for each program:

- Annual recurring donation to UMBC Scholarship activities
- Annual recurring contribution to UMBC marketing support
- Annual recurring award to UMBC Athletics

(M) 1a. The vendor shall make a Proposal to execute an Athletic Infrastructure Installation/Upgrade Package within a mutually agreed upon time frame. This proposal will be reviewed with UMBC Athletics, in coordination with UMBC Facilities Management. (Refer to Section III, Item G, “Support For Key Campus Operations” for more details.)

(M) 1b. The vendor agrees to the proposed minimum guarantee and vending commission rate quoted in the proposal, in accordance with the following conditions:
i. Each proposer shall submit a projected budget or revenue projection for total sales during the first operating year commencing August 1, 2010 and ending July 31, 2011. Based upon the projections each proposer shall submit a minimum guarantee and commission percentage that will be paid to the University based upon generated gross sales.

If gross sales are below budget and commission paid to the University is below the minimum guarantee, the contractor shall be responsible to the University for the amount quoted in the proposal equal to the minimum guarantee. A reconciliation of the minimum guarantee shall be made within five working days at the end of each annual period (July 31st). If gross sales and commission are above the prepared minimum guarantee, the University shall receive full benefit of the amount equal to the quoted commission percentage reconciled on a monthly basis.

ii. The contractor shall pay to the University, as a fee, the designated percentage of the gross revenue received from the operation under the contract. The term “GROSS REVENUE” as used herein is defined as the total receipts from any source, including receipts from the sale of services and supplies, and commissions received from operation under this contract, but the contractor shall be excluded from all sales, use or other taxes collected directly from patrons of the operation conducted hereunder.

iii. The University shall pay the contractor on all sales purchased with the UMBC Campus Card less a 3% processing fee. Reconciliation of Campus Card debit sales will occur monthly.

iv. The contractor shall submit a profit and loss statement monthly to the designated University representative showing dollar amounts and expense percentage of gross income. The contractor agrees to supply the University with complete and true records of sales by location.

v. The contractor agrees to provide the designated University Representative monthly sales and commission reports by location and machine and a copy of the monthly Sales Tax Report to the State.

vi. All commissions shall be paid to the University no later than 10 days after the month end close. Vending commissions due for the month and coinciding with the close of the University’s
fiscal year must be paid no later than 5 days after the close of the month. Sales and commissions shall be reported by product, location and machine number.

vii. All payments, sales and commission reports shall be reported to the University. Payments shall be made by company check or U.S. Postal Money Order made payable to the University of Maryland Baltimore County.

viii. Contractor must provide a copy of their latest annual financial report (preferred) and/or Dun and Bradstreet Report. (See Section V, Item C-4 for further information.)

K. SITE INFORMATION

It shall be the responsibility of the vendor to inspect the installation site and to be familiar with any condition that may affect delivery and/or installation. See Appendix D for a list of existing equipment locations.

L. CONSTRUCTION SCHEDULE/DELIVERY/SHIPMENT

With respect to any work associated with the Proposal for Athletic Infrastructure Installation/Upgrade package, a preliminary schedule must be included with the technical submittal, but with NO pricing information. All facilities modifications must conform to campus standards and require review/approval/oversight by UMBC Facilities Management. The actual initiation of any facilities project must be closely coordinated with existing UMBC schedules and approved, in writing, by UMBC Athletics.

The selected vendor will be required to provide the specified equipment/services prior to the beginning of the Fall 2010 Semester move-in, August 27, 2010. An exception exists for Campus Card readers which cannot be installed until January, 2011 as outlined in Section III, Item 4.

The successful proposer must state the number of weeks lead-time required to deliver the equipment/services, after receipt of the Contract. (Refer to Section V, Item C-1.6, “Implementation Schedule”).

Vendor(s) shall coordinate with the designated University Representative for the installation of all vending equipment. It is anticipated this will be phased and coordinated with the current contractor, so as to minimize interruption to the service.

M. CAMPUS IDENTIFICATION CARDS:

All vendor service personnel must prominently display a UMBC Campus Identification Card while on campus. The vendor is responsible for securing these
cards from the Campus Card Office and is required to pay the regular and customary fees in place at the time of card issuance. The current, 2010, fee for new/replacement cards is $20.00. Service personnel must appear in person at the Campus Card Office, University Center, first floor, for imaging and card fabrication. The University shall have the authority to detain/question any employee of the vendor not displaying/having proper University identification.

All vehicles and mobile equipment shall be identified with the Vendor's name displayed in a highly visible manner. The Vendor assumes full responsibility for compliance with University vehicular and parking regulations. It is the Vendor's responsibility to meet with, review all appropriate regulations and complete any required paperwork required by UMBC Parking Services.

N. PERIOD FOR ACCEPTANCE

The selected vendor must agree to an acceptance trial period of performance of NOT LESS THAN thirty (30) consecutive calendar days. This period shall begin on the first fully operational day, with all machines dispensing product, no later than August 27, 2010. The vendor and the University of Maryland Baltimore County shall mutually agree upon, and declare the date that, the equipment/contract are considered to be fully operational with respect to the Period of Acceptance.

During the 30 day period, the equipment/vendor must perform at a rate and level consistent with the performance specifications contained in the selected vendor's specifications and/or proposal. Failure to satisfy the "acceptance trial period of performance" may result in specified performance contract termination.

In the event that the selected vendor fails to meet all requirements, the University of Maryland Baltimore County shall have the right to declare the vendor's product(s)/service(s) unacceptable and the vendor in default and to terminate all agreements, written or verbal, without penalty or obligation to the University of Maryland Baltimore County consistent with the provisions of the termination for default clause required in the contract.

O. INSURANCE

The successful vendor will be required to document proof of insurance for Commercial General Liability, Worker's Compensation, and Automobile insurance. The University of Maryland Baltimore County and the State of Maryland are to be named as an "additional insured" on all but Worker's Compensation.

NOTE: INSURANCE MUST BE ON A PRIMARY BASIS. CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS.
1. The following conditions for insurance must be met by the Vendor:

a. The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the procurement officer; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required by the subcontract has been obtained and approved by the contractor and University of Maryland Baltimore County. Approval of insurance required of the contractor and subcontractors for the University will be granted only after submission to the University of original certificates of insurance signed by an authorized representative of the insurers or, alternately, at the University's request, certified copies of the required insurance policies.

b. The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers Compensation, in the same manner, including the additional insured requirements in paragraph e. below, i.e., as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the University immediately upon request.

c. All insurance policies required hereunder shall be endorsed to include the following provision; "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to the University of Maryland Baltimore County".

d. No acceptance and/or approval of any insurance by the University of Maryland Baltimore County shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provision of the Contract Documents

e. NAMED ADDITIONAL INSURED - The University of Maryland Baltimore County and the State of Maryland (including their elected or appointed officials, agents and employees) are to be named as additional insured under all coverage except Workers Compensation, and the certificates of insurance (or the certified policies, if requested), must so indicate through inclusion of appropriate endorsement. Coverage afforded under this paragraph shall be primary to any other insurance of self-insurance, whether or not such other insurance or self-insurance is stated as primary, excess or
contingent, as respects the above additional insured, their elected and appointed officials, agents and employees.

f. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the contract term, the University shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the University for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at time of termination.

g. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude University of Maryland Baltimore County or participation institutions from supervising or inspecting the operations of the contractors as the end result.

h. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Contractor shall be as fully responsible to University of Maryland Baltimore County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by Contractor.

i. All required insurance coverage must be acquired from insurers allowed to do business in the State of Maryland and acceptable to University of Maryland Baltimore County. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

j. The University of Maryland Baltimore County will consider deductibles or self-insured retention as part of its review of the financial stability of the proposer. Any deductibles or self-insured retention shall be disclosed in the Contractor's proposal and shall be assumed by the Contractor.

2. The Contractor shall purchase the following insurance coverage:

a. **Commercial General Liability Insurance** or its equivalent, for bodily injury, personal injury and property damage, including loss of use. It is preferred that coverage be provided on an "occurrence" basis. If
"claims made" forms are submitted, the requirements noted after section "G" must be met. Such Commercial General Liability policy shall include the following extensions:

i. It is preferred that the General Aggregate Limit applies separately to this project:

ii. Premises/Operations:

iii. Actions of Independent Contractors:

iv. Products/completed Operations to be maintained for three (3) years after completion of the contract.

v. Contractual Liability including protection for the Contractor for claims arising out of liability assumed under this contract.

vi. Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusions if contained in the personal injury coverage section):

b. **Business Automobile Liability** which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired, or non-owned motor vehicles, uninsured motorists’ insurance and automobile contractual liability.

**NOTE:** INSURANCE MUST BE ON A PRIMARY BASIS. CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS

c. **Workers Compensation** - statutory benefits are required by Maryland law or other laws as required by labor union agreements, including standard Other States coverage; Employers Liability coverage.

3. The coverage listed in Section III, Item O-2, above shall be written for not less than the following limits of liability. **Limits can be furnished by a combination of primary and excess (umbrella) policies.**

a. Commercial General Liability Insurance including all extensions -
   - $2,000,000 each occurrence;
   - $2,000,000 personal injury;
   - $2,000,000 products liability;
   - $2,000,000 general aggregate
b. Business Automobile Liability -  
   $2,000,000 each accident  

  c. Workers Compensation insurance - statutory requirements. Employers  
     liability insurance - $1,000,000 each accidental injury; and $1,000,000  
     each employee, $1,000,000 policy limit for disease.  

4. **Tort-Claim Act** - It is agreed that the contractor and its insurers will not raise  
   or use, in the adjustment of claims or in the defense of suits against any  
   participating USM institution, any immunity of the insured from tort liability,  
   (including Maryland Tort Claim Act), including any limitation of liability,  
   unless requested by any participating institution.  

   **NOTE**: If insurance required in terms 2.iv and v above has been issued on a  
   "claims made" basis, the Contractor must comply with the following additional  
   conditions. The limits of liability and the extensions to be included as  
   described above remain the same. The Contractor must either:  

   1. Agree to provide certificates of insurance evidencing the above  
      coverage for period of three (3) years after final payment for the  
      contract. Such certificates shall evidence a retroactive date no later  
      than the beginning of the Contractor's or subcontractor's work under  
      this contract,  
      
      or  

   2. Purchase an extended [minimum three (3) years] reporting period  
      endorsement for the policy or policies in force during the term of this  
      contract and evidence the purchase of this extended reporting period  
      endorsement by means of a certificate of insurance or a copy of the  
      endorsement itself.  

   3. The "retroactive date" must be effective prior to the inception of the  
      work under this contract.  

   4. No "sunset" clauses shall apply.  

A CERTIFICATION LETTER FROM AN AUTHORIZED BROKER OR AGENT THAT  
ALL REQUESTED COVERAGES ARE AVAILABLE AND WILL BE PROVIDED TO THE  
CONTRACTOR UPON AWARD OF THIS CONTRACT SHOULD BE PROVIDED WITH  
THE TECHNICAL PROPOSAL. 

END OF SECTION III
SECTION IV:
EVALUATION AND SELECTION PROCEDURES

A. EVALUATION AND SELECTION COMMITTEE

All vendors’ proposals received by the closing deadline will be evaluated. The Procurement Officer shall establish an Evaluation and Selection Committee to review and rate the proposals. The Committee shall be composed of the Procurement Officer and any other individuals that the Procurement Officer may appoint. The Committee may request additional technical assistance from any source.

B. EVALUATION PROCEDURE

Qualifying Proposals – The Committee shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will disqualify a vendor’s proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so. The vendor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP.

C. EVALUATION OF PROPOSALS

1. **Initial Technical Evaluation:** Technical Proposals will be evaluated by the University's Evaluation and Selection Committee before Financial Proposals are reviewed. Those proposals not achieving at least 70% of the technical points available for Phase I will not continue or advance further in the procurement process. Proposers' whose technical proposal achieves the required, minimum technical score of 70% or better of the available technical points will continue in the procurement process and be asked to participate in an Oral Presentation Session at the University.

   Technical scoring will be based upon information provided in response to the desirable items in this RFP.

   Upon completion of the initial technical evaluation, all proposers will be notified as to the results of the initial technical evaluation of its firm's technical proposal.

2. **Oral Presentations:**

   Those Proposers whose Technical Proposals achieve the required 70% minimum or better technical score will be requested to participate in an Oral Presentation at the University. The due date and time of the Oral Presentation will be set by the University upon completion of the initial evaluation of the Technical Proposals. It is anticipated, however, that
Oral Presentations will be conducted on or about Thursday, July 8, 2010. The date will be verified by addendum sent to the applicable proposers at the time it is requested. All proposers are requested to set this date aside for these sessions on the Account Representative's and his/her immediate Supervisor's calendars so as to avoid any conflicts.

The purposes of the presentation are as follows:

(i) To allow the University to meet the Proposer's Key Personnel;

(ii) To allow the University to review and discuss aspects of selected areas of the Proposer's Technical Proposal (see 3.1 below); and

(iii) To provide an opportunity to clarify the University's scope of services to be provided by the successful vendor.

At this time, it is anticipated that each proposer will be requested to have the following personnel attend the oral presentation: the Account Representative, and his/her immediate Supervisor, as well as, any individuals who are needed to assist in the description of any part of the products and services proposed for this RFP.

At the time the Oral Presentations are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions inclusive of the topics, time periods, and requested personnel.

Following the Oral Presentations, the University will conduct the Second Phase Technical Evaluation as described below.

3. **Second Phase Technical Evaluation:**

3.1 Following the Oral Presentations, a second technical evaluation will be conducted in which all categories of the technical proposal will be re-evaluated based on the Oral Presentation Session. Key Personnel and Firm References will be incorporated during this evaluation. The order of importance of the technical criteria will remain the same.

3.2 Proposers must maintain a minimum technical score of 70% of the available technical points in the Second Phase Technical Evaluation in order to advance in the procurement. Upon completion of the Second Phase Technical Evaluation, all Proposers will be notified as to the results this evaluation.
D. MINIMUM TECHNICAL SCORE

Vendors must achieve a minimum technical score of 70% of the total points available for the technical evaluation in order to be considered for further evaluation. Vendors not achieving this minimum technical score will not be considered for the award, and will have their Financial Proposals returned to them unopened.

E. FINANCIAL EVALUATION

The separate financial volume of each qualified proposal will be evaluated following the completion of the technical evaluation. Financial Proposals will not be opened publicly. The total revenues to be realized by the University in each of the proposals will be ordered to establish a financial ranking of the proposals, from highest to lowest total revenues. The highest total revenue will receive 100% of the points awarded to the financial portion with subsequently lower proposals receiving proportionally lower points.

F. FINAL RANKING AND SELECTION

The resulting scores from the technical and financial evaluation of proposals will be used as a guide in determining the successful proposer(s). The Evaluation and Selection Committee will choose from among the highest rated proposals which will best serve the interests of the University in accordance with the University System of Maryland Procurement Policies and Procedures. Technical merit will be given equal consideration to the financial return to the University.

G. CRITERIA FOR TECHNICAL EVALUATION

The criteria that will be used by the committee for the technical evaluation of the proposals for this specific procurement are listed below in order from most important to least. Each committee member will score the proposals on each major criterion.

**TECHNICAL PROPOSAL**

**Evaluation Criteria:**

1. Statement of Approach - [Refer to Section V, Item C-1]

2. Documentation - [Refer to Section V, Item C-2 and 3]
   
   Firm Experience / References
   Key Personnel / References

3. Financial Stability of the Company
SECTION V:  
INFORMATION REQUIRED IN VENDOR PROPOSALS

A. TRANSMITTAL LETTER

A transmittal letter prepared on the vendor’s business stationery should accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial offers, contained in the proposal.

B. TWO VOLUME SUBMISSION

The selection procedure for this procurement requires that the technical evaluation of the proposals is to be conducted before the financial data are distributed to the Evaluation and Selection Committee. Consequently, each proposal must be submitted as two separate volumes as indicated below. Failure to do so may constitute disqualification of a vendor’s proposal.

C. VOLUME I – TECHNICAL PROPOSAL

This volume should be prepared in a clear and precise manner. It should address all appropriate points of this RFP except financial information. This volume consists of and must contain the following sections:

2. Completed Forms from Appendix A
3. Financial Stability of the Company
4. Certification to provide insurance as required
5. Bid/Proposal Affidavit

Items # 1 through # 4 listed below are considered “Desirable” (D) for purposes of evaluation

1. (D) Statement of Approach to Management of the Contract: The proposer is to define who they are, what they do and what they can do for the University with respect to the objectives of this project.

The proposer must indicate how their firm/team would approach this account, and also include the method(s) and procedure(s) to be followed in the transition of their firm assuming this contract arrangement. The purpose of this narrative is not only to outline the tasks to be accomplished in a logical manner, but also to display full comprehension of the services to be provided including, but not limited to, those mandatory items noted in Section III, Item I, “Scope of Work” for this RFP.
This plan should be in sufficient detail to permit proper evaluation by the University and should include specific information pertaining to quality of products, merchandising, quality control, staffing, cash, and retail accounting.

1.1 Equipment for Vending Operation: Vendor is to provide all cold beverage vending equipment as required herein. Provide a description of all equipment proposed for use in performance of the sale of beverages.

1.2 Energy Savings: Provide documentation of current state-of-the-art “Energy Star” certification for all vending machines, by type, model or appropriate designation, per Section III, Item H, and Item I, 2.a. Additionally, provide an outline of the approach that will be taken to realize the required additional utilities savings over the course of the contract per Section III, Item 2.b. (Refer to Appendix-F for more details on the energy-saving requirements.)

1.3 Service and Preventative Maintenance: Provide a description of the procedures that will be implemented to ensure proper vending equipment maintenance. This must include, at a minimum, a statement pertaining to the firm's preventative maintenance plan as well as those procedures recommended to ensure back-up equipment if needed.

1.4 Product Mix: Provide a detailed recommendation relating to beverage variety, size/container and price, as well as, any other additional services or innovations that will be provided to the University. All beverage products to be sold are to be submitted in a list format (item, size/container, and selling price). Products related to Dining Service and Bookstore sales – post-mix, bottles, cans – are to be itemized separately and presented by variety, size/container and price. Identify subcontractors, if any, who will be supplying and servicing any products. As noted in Section III, Item I.1, product mix is to include a significant percentage of healthy drink alternatives such as fruit juices, bottled water and bottled teas. Overall product selection must reasonably support the goals of the UMBC Wellness in the Workplace Initiative (and all similar initiatives) by providing a greater percentage of healthier non-soda alternatives than is normally found in the vending market place.

1.5 Accounting System and Controls: Submit a sample set of standard operating procedures demonstrating the management controls and accounting systems to be implemented along with
related operating statements documenting all cash collected from the beverage vending equipment. Submit examples in the format to be used and ultimately submitted to the University during the contract period to allow a proper evaluation of your proposal.

1.6 **Implementation Schedule:** Provide an implementation schedule which outlines both the time frame needed for your firm to become fully operational with respect to this account, and the steps which will be taken to have vending services **fully operational by August 27, 2010.**

1.7 **Campus Card Reader Installation:** As noted each vending machine must be equipped with a *CBORD IP-MDB Vending Reader*. Due to a major system upgrade scheduled for December, 2010, UMBC requires that Card reader installation be delayed until January, 2011. Provide a reader ordering/purchasing schedule and installation schedule in accordance with the conditions set forth in Section III, Item 4 and Item 4.1.

1.8 **Subcontractors:** Provide a list of subcontractors you will be using and a description of the services they will be providing under this contract.

2. **(D) Firm Experience:**

2.1 Complete an *"Experience Form"* (found in *Appendix A*) for **three (3) locations** presently managed under contract and provide the dollar value of each contract. At least two of the three locations, and preferably all three, must be in academic environments and similar in size and scope to The University of Maryland Baltimore County.

List the following on each:

Name and address of location;
Number of years contract has been in place;
Owner's name, address, telephone and contact person;
Brief description of the scope of the contract and any prominent results for which your firm is responsible;
Name(s) of responsible Account Representative within your organization who manages the contract.

2.2 **References:** Provide at least **four (4) references** (preferably those from the experience list above in 2.1) of locations which are presently serviced by your company. Provide contact name, address, telephone number and account name and location for each reference. It is **imperative** that **accurate** contact names and phone numbers be
given for the contracts listed. All references should include a contact person who can comment on the firm's ability to handle an account of this type.

All references for the Firms will be checked during the Second Technical Evaluation Phase. Only the firms who achieve the minimum required score or better will move forward to the Second Technical Evaluation Phase. However, all firms responding must provide this information within their **Technical Proposals due on Wednesday, May 26, 2010 by 2:00 PM**. The University reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including itself even if not provided as a reference by the Proposer. Such references will be held in the strictest confidence.

3. (D) **Personnel:** List the names of (1) the Account Representative and (2) his/her back-up for extended absences. The Account Representative is defined as the University's primary point of contact and the person who will manage the account for the vendor.

3.1 Complete a "**Key Personnel Form**" (found in **Appendix A**) on the person inclusive of their qualifications, number of years with the firm, and prior experience inclusive of the role the person played on other accounts. Please note the estimated percentage of time they will commit to this account.

3.2 Provide three (3) references (preferably those provided in 3.1. above) on the Account Representative. Such references must be able to comment on the person's performance in the role assigned in this proposal. All references will be held in the strictest confidence.

All references for the Account Representative and the Firm will be checked during the Second Technical Evaluation Phase. Only the firms who achieve the minimum required score will move forward to the Second Technical Evaluation Phase. However, all firms responding must supply this information within their Technical Proposals submitted on **Wednesday, May 26, 2010 by 2:00 PM**.

4. (D) **Financial Stability of the Company:** Submit a statement indicating the financial stability and ability to finance and manage this account. Such a statement may consist of one of the following: a current Financial Report (preferred) or a Dun and Bradstreet Report with D&B rating noted; or, a narrative of the past five years' business profile; etc. Statements shall be current. All information will be kept confidential.

5. **Completed Bid/Proposal Affidavit with Addendum** (found in **Appendix A**)
6. **Insurance:** Provide a Certificate of Insurance verifying your firm's coverage for comprehensive general liability, worker's compensation, and automobile liability. The Contractor and all its subcontractors must provide and maintain comprehensive liability insurance naming the University of Maryland Baltimore County and the State of Maryland, and its officers and agents, as additionally insured. The Contractor shall furnish the University with a certificate showing that such insurance is in effect and that the protection afforded under the policy will not be cancelled or reduced until at least forty-five (45) days' prior notice is sent the University of Maryland Baltimore County by the insurance company or agent, such notice being sent by registered mail.

6.1. **Workers Compensation Insurance** - in accordance with Maryland statues.

6.2. **Commercial General Liability Insurance** - Comprehensive basis, including Contingent Liability, in an amount not less than $2,000,000 combined single limit for bodily injury and property damage. This must include Product Liability coverage in an amount of not less than $2,000,000. Additional coverage that should be included in CGL are Contractual Liability and Fire Legal Liability.

6.3. **Automobile Liability insurance** - comprehensive liability insurance that covers all vehicles utilized in conjunction with this contract with limits for bodily injury of $2,000,000 each occurrence and $2,000,000 each person with property damage of $2,000,000 each occurrence.

7. **Acknowledgement of Receipt of Addenda Form:** (found in Appendix A) In the event addenda to the solicitation documents are issued prior to the due date and time for proposals, this form is to be completed and enclosed with the proposal.

Any other information that may be relevant but does not fall in the above format should be provided as an appendix to this volume. Minor irregularities in the proposals, which are deemed immaterial or inconsequential in nature, may be waived whenever it is determined to be in the best interest of the University.

If company literature or other publications are included and intended to respond to an RFP requirement, the response in this volume should include reference to the document name and page.

Technical volumes containing no such citations will be considered complete and without need to refer to other documents, i.e., the Evaluation and Selection Committee will not be required to refer to any additional documents for the vendor responses to RFP requirements during the evaluation process.
D. VOLUME II – FINANCIAL PROPOSAL

This volume must be submitted in a sealed envelope separate and apart from the technical volume. It must contain the following:

1. (D) Financial Incentives: Each proposer shall submit the following:

   1.1 Annual Recurring Scholarship Contribution: Provide a statement showing the amount of this annual award in support of UMBC Scholarship programs.

   1.2 Annual Recurring Marketing Support Contribution: Provide a statement showing the amount of this annual award in support of UMBC marketing/development.

   1.3 Annual Recurring Athletic Program Support Contribution: Provide a statement showing the amount of this annual award in support of UMBC Athletics.

   1.4 Athletic Infrastructure Installation/upgrade: Provide an outline of proposed Athletics Infrastructure/Program support package, include anticipated time frames and estimated dollar value.

   1.5 Vending Guarantee and Commission Rate: Provide the minimum guarantee and commission rate for vended product.

2. (D) Performance Bond: The successful Contractor shall furnish a Performance Bond in the amount of one hundred (100%) of the total estimated first year Contract price. At the effective date of any renewal term, the contractor shall furnish a Performance Bond applicable to the next 12-month period of the term, increased or decreased by the percentage that the estimated first year cost would be adjusted over the proceeding year.

3. (D) Financial Proposal Form: Complete the Form in Appendix B.

E. SUBMISSION

Vendors must submit the required number of copies of his/her proposal by the closing time and date specified in Section I, Item E of the RFP.
VI. APPENDICES

APPENDIX A - Technical Proposal Forms
APPENDIX B - Financial Proposal Form
APPENDIX C - Contract Forms
APPENDIX D - Current Vending Machine Locations
APPENDIX E - Machine Card Reader Information
APPENDIX F - Vending Machine ENERGY STAR Requirements
APPENDIX G - Campus Map:
(http://www.umbc.edu/aboutumbc/campusmap/index_map.html)
APPENDIX A

TECHNICAL PROPOSAL FORMS

TECHNICAL FORMS

Experience/Reference Form
Key Personnel/Reference Form
Acknowledgement of Receipt of Addenda Form
Bid Proposal Affidavit
MBE Utilization & Fair Solicitation Affidavit
COLD BEVERAGE CONTRACT – RFP # BC-20660-Q
EXPERIENCE FORM (Complete for three (3) similar/relevant contracts.)
PROPOSER'S NAME: ________________________________

CLIENT'S NAME: __________________________________
CLIENT'S ADDRESS: __________________________________
TYPE OF CLIENT: (Check all that apply)

   ___ Academic/Higher Education (2 of the
       3 must be academic environments)
   ___ Urban Location
   ___ Other: __________________________________________

TOTAL NUMBER OF VENDING MACHINE LOCATIONS: _________

NUMBER OF VENDING MACHINE LOCATIONS:

TOTAL NUMBER OF BEVERAGE VENDING MACHINES: ____________

TOTAL NUMBER OF BUILDINGS BEING SERVICED: ___________

OTHER SERVICES PROVIDED (I.E. DINING HALL, CAFES, ETC):

CONTRACT DOLLAR SIZE: ________________________________

CONTRACT TERM: FROM: ________________________________

TO: __________________

NAME OF PROPOSING FIRM'S ACCOUNT REPRESENTATIVE WHO SERVICES THIS CLIENT: ________________________________

TYPE OF SERVICES BEING PROVIDED: (CHECK ALL THAT APPLY)

   ___ Cold Beverage Vending
   ___ Dining Hall/Cafeteria
   ___ Bookstore
   ___ Misc: List types provided: ______________________________
   ___ Other: ____________________________________________

IS DEBIT CARD SYSTEM BEING USED? ______ YES ______ NO
IF SO, WERE DEBIT CARD ACCESSORIES PROVIDED BY: VENDOR ______ CLIENT: ______

IS PARKING PROVIDED TO YOU BY THE CLIENT: ______ IF NOT, DESCRIBE HOW YOU HANDLE PARKING TO ACCESS THE
MACHINES FOR SERVICE: ______________________________________________________________

PROVIDE A BRIEF, BUT DETAILED, DESCRIPTION OF SIMILARITIES OF YOUR CONTRACT SCOPE TO REQUIREMENTS FOR
THAT CONTRACT SCOPE FOR COLD BEVERAGE SALES

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________
APPENDIX A
COLD BEVERAGE CONTRACT
KEY PERSONNEL FORM – RFP # BC-20660-Q

1. **PERSON'S NAME:** _____________________________________________

2. **POSITION TO BE ASSIGNED:** 
   ___ Primary Account Representative 
   ___ Back-up to Account Representative

3. **EDUCATIONAL BACKGROUND:**

<table>
<thead>
<tr>
<th>Institution</th>
<th>Degree/Diploma/Certificates</th>
<th>Major (if any)</th>
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</table>

4. **EMPLOYMENT HISTORY**: (*NOTE: If a person has more than three (3) employers in his/her employment history, please provide complete employment history via supplemental page(s) attached to this form.)

   4.1 **CURRENT EMPLOYER'S NAME:** ______________________________________

   **DATES OF EMPLOYMENT:** ______________________________________

   **POSITION HELD**                       **DURATION BY DATE**

   ___________________________________   ________________________

   ___________________________________   ________________________

   **4.2 PRIOR EMPLOYER'S NAME:** ______________________________________

   **DATES OF EMPLOYMENT:** ______________________________________

   **POSITION HELD**                       **DURATION BY DATE**

   ___________________________________   ________________________

   ___________________________________   ________________________
4.3 PRIOR EMPLOYER'S NAME: _____________________________________

DATES OF EMPLOYMENT: ______________________________________

POSITION HELD DURATION BY DATE

_________________________________ ____________________

_________________________________ ____________________

5. ROLE: Describe the role of this person in this contract, including services to be provided directly and services to be supervised as provided by others.

________________________________________________________

________________________________________________________

6. SIMILAR PROJECT EXPERIENCE/REFERENCES: (Note: It is preferable that these references be from the contract experience provided as an attachment to this "Key Personnel Form"; if this is the case, you need only indicate "see attached" under the Description of Contract item.)

6.1 CONTACT PERSON: _________________________ TELEPHONE #: ______

COMPANY NAME: ___________________________________________

PROJECT/CONTRACT NAME DOLLAR VALUE HOW MANY YEARS?

___________________________________ $___________ ______

DESCRIPTION OF CONTRACT SERVICED: __________________________


6.2 CONTACT PERSON: _________________________ TELEPHONE #: ______

COMPANY NAME: ___________________________________________

PROJECT/CONTRACT NAME DOLLAR VALUE HOW MANY YEARS?

___________________________________ $___________ ______

DESCRIPTION OF ACCOUNT SERVICED: __________________________
6.3 CONTACT PERSON: _________________________ TELEPHONE #: ______

COMPANY NAME: _______________________________________________

PROJECT/CONTRACT NAME   DOLLAR VALUE   HOW MANY YEARS?
___________________________ $______________  __________

DESCRIPTION OF ACCOUNT SERVICED: ________________________________

____________________________________________________________

____________________________________________________________

____________________________________________________________

NOTE: If a Proposer finds the space provided to be insufficient, he/she can attach
additional pages to this form as he/she finds appropriate and just indicate on the
this form to see “attached pages”.

END OF FORM
RFP NO.: BC-20660-Q

TECHNICAL & FINANCIAL PROPOSALS
DUE DATE: WEDNESDAY, MAY 26, 2010 AT 2:00 P.M.

RFP FOR: COLD BEVERAGE CONTRACT

NAME OF PROPOSER: ___________________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. ____ dated _________
Addendum No. ____ dated _________
Addendum No. ____ dated _________
Addendum No. ____ dated _________
Addendum No. ____ dated _________
Addendum No. ____ dated _________

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

______________________________________________
Signature

______________________________________________
Printed Name

______________________________________________
Title

______________________________________________
Date

END OF FORM
BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

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

B. AFFIRMATION REGARDING BRIBERY CONDITIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies (as is defined in Section 16-101 (f) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies (as is defined in Section 16-101 (f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business) (use attachments as necessary):

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:
   (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
   (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. 1961 et seq., or the Mail Fraud Act, 18 U.S.C. 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, SS 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of the SS11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) - (5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in SSB and C (1) – (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business) (use attachments as necessary):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Section 16-101, et seq., of the State Finance and Procurement Article of the Annotated Codes of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification) (use attachments as necessary):

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

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

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

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

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

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

(f) Establish drug and alcohol abuse awareness program to inform its employees about:
(i) The dangers of drug and alcohol abuse in the workplace;
(ii) The business’ policy of maintaining a drug and alcohol free workplace;
(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by J (2)

(b), above;

(h) Notify its employees in the statement required by J (2) (b), above, that as a condition of continued employment on the contract, the employee shall:
(i) Abide by the terms of the statement; and
(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five (5) days after a conviction;

(i) Notify the procurement officer within ten (10) days after receiving notice under J (2) (h) (ii), above, or otherwise receiving actual notice of a conviction;
(j) Within 30 days after receiving notice under J (2) (h) (ii), above, or otherwise receiving actual notice of conviction, impose either of the following sanctions or remedial measures on an employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
(i) Take appropriate personnel action against an employee, up to and including termination; or
(ii) Require an employee to satisfactorily participate in a bona fide alcohol assistance or rehabilitation program; and

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

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

(4) I acknowledge and agree that:
(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.11 or 21.07.03.15, as applicable; and
(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) Except as validly contested, the business had paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final payment under any contract relating to this bid/proposal affidavit.

(2) The business named above is a __________ sole proprietorship, __________ partnership, or __________ corporation formed under the laws of the State of _______________. [For entities not formed under the laws of Maryland,] I further affirm that the business named above is registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its current resident agent is filed with the State Department of Assessments and Taxation as:

Name: ________________________________
Address: ________________________________

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

M. ACKNOWLEDGMENT

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

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

Date: ________________________________ EIN or SS#: ________________________________
END OF FORM

END OF APPENDIX-A
APPENDIX B

FINANCIAL PROPOSAL FORMS

Financial Proposal Form
Performance Bond
Financial Proposal

Date _________________

Ms. Sharon Quinn
Department of Procurement Services
University of Maryland Baltimore County
Administration Building, Room 301
1000 Hilltop Circle
Baltimore, MD  21250

Dear Ms. Quinn:

The undersigned hereby submits the Financial Proposal as set forth in RFP # BC-20660-Q dated 05/03/10 and the following subsequent addenda:

Addendum _____ dated ______
Addendum _____ dated ______
Addendum _____ dated ______

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work as described in the RFP and subsequent Addenda as noted above. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of the RFP including any issued addenda.

1. Financial Proposal for the Cold Beverages Contract:

1.1 Annual Recurring Scholarship Contribution: Provide a statement showing the amount of this annual award in support of UMBC Scholarship Programs.

Annual Amount is:

\[ \text{dollars \$} \]

\[ (\text{written in words}) \]

\[ (\text{written in dollars}) \]

1.2 Annual Recurring Marketing Support Contribution: Provide a statement showing the amount of this annual award in support of UMBC marketing/development.

Annual Amount is:

\[ \text{dollars \$} \]

\[ (\text{written in words}) \]

\[ (\text{written in dollars}) \]
1.3 **Annual Recurring Athletic Program Support Contribution**: Provide a statement showing the amount of this annual award in support of UMBC Athletics.

Annual Amount is:

![Amount] (written in words) ![Amount] (written in dollars)

1.4 **Athletic Infrastructure Installation/upgrade**: Provide an outline of proposed Athletics Infrastructure/Program support package, include anticipated time frames and estimated dollar value.

Annual Amount is:

![Amount] (written in words) ![Amount] (written in dollars)

1.5. A **Guaranteed Commission Rate** of _____% shall be paid to the University on all cold beverage vended products.

Minimum guarantee is:

![Amount] (written in words) ![Amount] (written in dollars)

Commission for the cold beverages shall be based on Gross Revenue herein defined as total receipts from any source excluding sales or use taxes collected directly from patrons of the operations.

Commissions for the cold beverages shall be paid on a monthly basis - to be paid no later than 10 days after the month end close.

2. **Additional Financial Incentives**: We are offering the University incentives such as sponsorships, scholarships, infrastructure support monies for the vending program, guaranteed marketing promotions, etc.: (These may be listed below, or provided in an attachment to this Financial Proposal Form.)
We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP documents.

We understand that the evaluation and subsequent final ranking of proposals will be in accordance with the RFP documents.

We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document.

We further confirm that the Primary Account Representative named within our Technical Proposal will be assigned to the University for the duration of this contract.

The undersigned hereby certifies that he/she is a duly authorized officer of the Proposing Firm and can bind the Proposer to the prices quoted herein.

____________________________________________
Proposer (Company Name)

____________________________________________
Authorized Signature

____________________________________________
Print Name

____________________________________________
Title

END OF FINANCIAL PROPOSAL FORM
PERFORMANCE BOND

Principal                Business Address of Principal

Surety                  Obligee
a corporation of the State of _______________________________  STATE OF MARYLAND
and authorized to do business in the State of Maryland  By and through the following

Penal Sum of Bond (express in words and figures)  Date of Contract

Description of Contract  Date Bond Executed

Contract Number:

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business addresses as shown above, are held and firmly bound unto the Obligee named above in Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as “the Contract.”

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below his or her title as a general partner, limited
partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation’s name to be set forth below, a duly authorized representative of the corporation to affix below the corporation’s seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of Witness

(Seal)

In Presence of Witness

(Seal)

(Seal)

(Seal)

(Seal)

Co-Partnership Principal

(Name of Co-Partnership)

By: ____________________________

(Seal)

Corporate Principal

(Name of Corporation)

By: ____________________________

(Surety)

Attest:

By: ____________________________

(Seal)

Affix

CORPORATE

Corporate Secretary

President

SEAL

Affix

CORPORATE

SEAL

Signature

Title: ____________________________

Bonding Agent’s Name ____________________________

Agent’s Address ____________________________

(Business Address of Surety)

(Contractor shall fill in all blank spaces above this line)

Approved as to legal form and sufficiency

this _______ day of ____________________ 20_____

Attorney
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APPENDIX C

CONTRACT FORMS

Service Contract
Contract Affidavit
Outreach Efforts Compliance Statement
Subcontractor Project Participation Statement
SERVICE CONTRACT

Contract No. __________

UNIVERSITY OF MARYLAND BALTIMORE COUNTY (UMBC)

This Contract is entered into between ________________________________ (hereinafter referred to as Contractor) and the University of Maryland Baltimore County (hereinafter referred to as the “University” or “UMBC”).

1. SCOPE:

2. TERM: The term of this contract shall begin on __________ and terminate on __________.

3. COMPENSATION AND METHOD OF PAYMENT: As compensation for satisfactory performance of the work described herein, the University will pay the Contractor an amount not to exceed __________.

The Contractor’s Taxpayer Identification Number consisting of the Social Security Number for individuals and sole proprietors or the Federal Employer Identification Number for all other types of organization is: _______________.

The Contractor shall be paid only for items or services that are specifically named in this contract. No additional costs for items or services will be paid by the University without its prior express written consent.

4. INVOICING: Invoices shall be rendered __________ to the satisfaction of the University’s designated representative and shall be payable as provided. The work shall be delivered free from all claims, liens, and charges whatsoever.

5. PAYMENT OF UNIVERSITY OBLIGATIONS: Payments to the Contractor pursuant to this contract shall be made no later than 30 days after the University’s receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by Public Service Commission of Maryland with respect to regulated public utilities, as applicable are prohibited.

6. LIABILITY: All persons furnished by Contractor shall be considered solely its employees or agents and Contractor shall be responsible for payment of all unemployment, social security and other payroll taxes, including contributions from employees when required by law.

Contractor agrees to indemnify and save the University harmless from any claims or demands (including the costs, expenses, and reasonable attorney’s fees on account thereof) that may be made: (1) by anyone for injuries to persons or damage to property resulting from Contractor’s acts or omissions or those of persons furnished by Contractor or (2) by persons furnished by Contractor or Contractor’s subcontractors under Workmen’s Compensation or similar acts. Contractor also agrees to defend the University at its request, against any such claim or demand. The University agrees to notify Contractor promptly of any known written claims or demands against the University for which Contractor is responsible hereunder.
The University shall not assume any obligation to defend, indemnify, hold harmless, or pay Attorney’s fees that may arise from or in any way be associated with the performance or operation of this agreement.

Contractor shall maintain, during the term thereof, Workmen’s Compensation Insurance, Public Liability Insurance, and if the use of automobiles is required, Automobile Public Liability Insurance. Contractor shall also require its subcontractors, if any, who may enter upon University premises to maintain such insurance. Contractor and its subcontractors shall furnish the University, when requested, with copies of policies or other satisfactory proof of insurance.

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

A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

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

D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

8. UNIVERSITY WORK RULES: Employees and agents of Contractor and any subcontractors shall while on the premises of the University, comply with all University rules and regulations including, where required by Government Regulations, submission of satisfactory clearance from the U.S. Department of Defense or other Federal Authority concerned.

Contractor shall acquaint itself with conditions governing the delivery, receiving and storage of materials at the work site if applicable to this work, as not to interfere with University operations. Contractor shall not stop, delay or interfere with University work schedule without the prior approval of the University’s specified representative. Contractor shall provide and maintain sufficient covering to protect stock and equipment from the action of its work, if applicable.

9. HARMONY: Contractor shall be entirely responsible for working in harmony with all others on the work site when Contractor is working on University premises.

10. WARRANTY: Contractor warrants that material and/or services furnished hereunder will be fit for the purposes intended and will be free from defects in material and workmanship where applicable.

11. MODIFICATIONS IN THE WORK: This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.
12. **NON-HIRING OF EMPLOYEES:** No official or employee of the State of Maryland, as defined under State Government Article, SS 15-102, Annotated Code of Maryland, whose duties as such official or employee include matter relating to or affecting the subject matter of this contract, shall, during the pendancy or term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

13. **DISPUTES:** This contract shall be subject to the USM Procurement Policies and Procedures pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer’s decision.

14. **MARYLAND LAW PREVAILS:** The laws of the State of Maryland shall govern the interpretation and enforcement of this Contract.

15. **NON-DISCRIMINATION IN EMPLOYMENT:** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

16. **SUSPENSION OF WORK:** The procurement officer unilaterally may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the University.

17. **PRE-EXISTING REGULATIONS:** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this contract are applicable to this contract.

18. **DELAYS AND EXTENSIONS OF TIME:** The Contractor agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever, during the progress of any portion of the work specified in this contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State of Maryland in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

19. **COST AND PRICE CERTIFICATION:**

A. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
A negotiated contract, if the total contract price is expected to exceed $100,000, or a smaller amount set by the procurement officer; or (2) a change order or contract modification expected to exceed $100,000, or smaller amount set by the procurement officer.

B. The price under this contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

20. TERMINATION FOR DEFAULT: If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor, shall at the University’s option, become the University’s property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor’s breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

21. TERMINATION FOR CONVENIENCE: The performance of work under this contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

22. FINANCIAL DISCLOSURE: The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches $100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the businesses.

23. POLITICAL CONTRIBUTION DISCLOSURE: The Contractor shall comply with the provisions of Article 33, SS 14-101 – 14-104, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate $100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of $500 to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the
preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

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

25. RETENTION OF RECORDS: The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the procurement officer or designee, at all reasonable times.

26. MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS: If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University’s rights or the Contractor’s rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

27. LIQUIDATED DAMAGES: Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation, provided, however, that the due account shall be taken of any adjustment of the specified completion time(s) for completion of work as granted by approved change orders.

28. VARIATIONS IN ESTIMATED QUANTITIES: Where the quantity of a pay item in this Contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent (25%) above or below the estimated quantity stated in this Contract, an equitable adjustment in the Contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the procurement officer shall, upon receipt of a written request for an extension of time within ten (10) days from the beginning of the delay, or within a further period of time which may be granted by the procurement officer before the final settlement of the Contract, ascertain the facts and make adjustment for extending the completion date as in his judgment the findings justify.
29. **TRUTH-IN-NEGOTIATION CERTIFICATION:** (Mandatory for architectural services or engineering services contracts over $100,000.) The Contractor by submitting cost or price information, including wage rates or other factual unit costs, certifies to the best of its knowledge, information and belief, that:

A. The wage rates and other factual unit cost supporting the firm’s compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;

B. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or non-current wages or other units of cost, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University’s right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and

C. If additions are made to the original price of the Contract, such additions may be adjusted to include any significant sums where it is determined the price has been increased due to inaccurate, incomplete or non-current wage rates and other factual costs.

30. **ETHICS:** The vendor is responsible to assure compliance with the Maryland Public Ethics Law, Title 15, State Government Article, Annotated Code of Maryland. In the event a violation of the Ethics Law occurs in connection with the Vendor’s response of this solicitation or a resulting contract award to the vendor, the University reserves the right to (1) reject the Vendor’s bid or proposal or (2) declare an event of default under the contract.

31. **RIGHTS IN INVENTIONS:** For the consideration payable under this Contract, Contractor agrees to report any invention arising out of the Work required by this Contract to UMBC. UMBC shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Vendor as part of the performance of Work. Contractor hereby assigns all right, title and interest in and to inventions made in the course of the Work to UMBC and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.

32. **COPYRIGHTS:** For the consideration payable under this Contract, the work product required by this Contract shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UMBC shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all right, title and interest in and to the work to the UMBC.

33. **CONTRACT AFFIDAVIT:** The attached Contract Affidavit must be executed by an authorized representative of the Contractor and is incorporated by reference into this Contract.

34. **SPECIFICATIONS:** All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.
35. **TAX EXEMPTION:** UMB is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

36. **ANTI-BRIBERY:** The Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government or has engaged in conduct since July 1, 1997, which would constitute bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

37. **EPA:** Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

38. **OSHA; MSDS:** All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards. Pursuant to 29 CFR part 1910, where applicable, an MSDS for the products supplied or used in carrying out this Contract must be sent to:

   UMBC
   Director for EHS
   1000 Hilltop Circle
   Baltimore, MD  21250

39. **INTELLECTUAL PROPERTY:** Contractor agrees to defend upon request and indemnify and save harmless UMB, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

40. **DRUG AND ALCOHOL FREE WORKPLACE:** The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of this Contract.

41. **ENTIRE CONTRACT:** This Contract represents, in its entirety, the mutual understanding of the parties. This Contract supersedes any and all prior understandings and agreements, either written or oral, between the Agency and Contractor. No subsequent agreements or modifications hereof, whether expressed or implied, shall bind the parties unless the same be in writing and signed by the parties.
Contract No. _______________

AGREED TO:       AGREED TO:

UMBC

______________________________   ______________________________
(Company)

Signature       Signature

______________________________   ______________________________
Title        Title

______________________________   ______________________________
Date        Date

END OF CONTRACT FORM
A. AUTHORIZED REPRESENTATIVE
I HEREBY AFFIRM THAT: 
I am the (title) _____________________________ and the duly authorized representative of (business) __________________________________ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT
I FURTHER AFFIRM THAT:
(1) The business named above is a (___domestic) (___foreign) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its current resident agent is filed with the State Department of Assessments and Taxation is:
Name: _______________________________________________________
Address: _______________________________________________________
City, State, Zip: ___________________________________________________
(2) Except as validly contested, the business had paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID
I FURTHER AFFIRM THAT:
To the best of my knowledge, information and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated __________,20_____, and executed by me or for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _______________________________ By: __________________________________
(Authorized Representative & Affiant)

12.00061 (04/02)

END OF FORM
APPENDIX D

CURRENT VENDING MACHINE LOCATIONS
APPENDIX D

VENDING – UMBC Machine Locations

**Academic Buildings**
Total = 24 machines

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<thead>
<tr>
<th>Map Ref</th>
<th>Building</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>AOK Library/Gallery</td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>Biological Sciences</td>
<td>1</td>
</tr>
<tr>
<td>41</td>
<td>ECS Building</td>
<td>3</td>
</tr>
<tr>
<td>15</td>
<td>Fine Arts</td>
<td>4</td>
</tr>
<tr>
<td>20</td>
<td>ITE Building</td>
<td>5</td>
</tr>
<tr>
<td>23</td>
<td>Math/Psychology</td>
<td>4</td>
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<tr>
<td>28</td>
<td>Public Policy</td>
<td>2</td>
</tr>
<tr>
<td>33</td>
<td>Sondheim</td>
<td>1</td>
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<tr>
<td>38</td>
<td>TRC Building</td>
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</tr>
</tbody>
</table>

**Residential Buildings**
Total = 15 machines

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<th>Building</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Chesapeake Hall</td>
<td>2</td>
</tr>
<tr>
<td>14</td>
<td>Erickson Hall</td>
<td>2</td>
</tr>
<tr>
<td>17</td>
<td>Harbor Hall</td>
<td>2</td>
</tr>
<tr>
<td>24</td>
<td>Patapsco Hall</td>
<td>1</td>
</tr>
<tr>
<td>27</td>
<td>Potomac Hall</td>
<td>2</td>
</tr>
<tr>
<td>36</td>
<td>Susquehanna Hall</td>
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<tr>
<td>39</td>
<td>Terrance Apartments</td>
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<td>Walker Avenue Apartments</td>
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<tr>
<td>45</td>
<td>West Hill Apartments</td>
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</tr>
</tbody>
</table>

**Student/Support Buildings**
Total = 12 machines

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<thead>
<tr>
<th>Map Ref</th>
<th>Building</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Administration</td>
<td>2</td>
</tr>
<tr>
<td>7</td>
<td>Campus Police</td>
<td>1</td>
</tr>
<tr>
<td>12</td>
<td>Commons</td>
<td>1</td>
</tr>
<tr>
<td>25</td>
<td>Facilities Management</td>
<td>1</td>
</tr>
<tr>
<td>31</td>
<td>RAC (Athletics)</td>
<td>3</td>
</tr>
<tr>
<td>37</td>
<td>South Campus (2nd Fl)</td>
<td>1</td>
</tr>
<tr>
<td>37</td>
<td>South Campus Cont Ed</td>
<td>1</td>
</tr>
<tr>
<td>41</td>
<td>University Center</td>
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</tbody>
</table>
APPENDIX E

MACHINE CARD READER INFORMATION
The CBORD Group, Inc.
IP-MDB Vending Reader
For Colleges and Universities

Overview
It's no secret that vending generates revenue by stimulating impulse sales. Add a vending interface reader from CBORD® and the potential for impulse sales increases significantly, because buyers no longer need to have change or small bills handy to make their purchases. With the explosion of vending product choices, auditing control over vending services has never been more important. CBORD gives you choices about how to put card-based vending to work for you.

How it Works
When a card is read at a vending machine, the reader requests account information from CS Gold®. The cardholder's full account balance is displayed on the reader, and the machine is enabled (if the account has sufficient funds). After completing the sale, the purchase amount is displayed on the reader.

Benefits
· Student ID cards may be used—no need for separate cards.
· More convenience means more sales.
· Security is increased in a cashless environment.
· Define an optional daily spending limit for security.
· Card accounts may include an expiration date to prevent unauthorized usage.
· Gift cards are supported.
· Reports show both cash and card transactions.

Reporting
System reports provide records of all transactions directly to the institution and the vendor, and can provide powerful marketing data. Reports may be printed from CS Gold or directly from the reader.

Snack and Beverage Vending
The Vending Interface Reader fits inside a standard full-sized bill validator opening. It can be powered by tapping into the vending machine's existing power, so no external power source is required. There are two cables included—one to connect to the Multi-Drop Bus (MDB) and another to connect to the network. Optionally, a kit can be purchased to interface to Micromech machines.

· All-in-one unit
· Easy to install
Fits in bill validator slot
Firmware updates over the network
Configuration options defined in CS Gold

IP-MDB Vending Reader

Product Specifications

Accessories
External keypad: Used to set IP configuration
External power supply (optional): Used to power the device before it is installed in a vending machine
Reporting printer (optional): Can be used by vendors to gather meters reports

Card Reader
Magnetic stripe: 300 to 4000 oersted magnetic stripe reader with a floating read head
Card type: ISO 7810 to 7813
Card insert: Horizontal insert type style card
Magnetic head life: 300,000 passes
Optional: Card swipe, iCLASS, or Prox available

Physical Dimensions
Size: 4.25” h x 3.875” w x 5.25” d; front bezel width 3.375”
Shipping weight: 5 lb

Technical Specifications
Network connectivity: 10 base-T TCP/IP network protocol
Operator display: 2 line x 16 segment LCD with backlight
Power required: 24–34 VDC from MDB interface

Environmental Characteristics
Operating temperature: 32–113°F (0–45°C)
Ambient humidity: 30–85% RH without condensation and frost formation
Mounting location: Indoors, away from wind, rain, sunlight, and dust

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The CBORD Group, Inc.
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APPENDIX F

VENDING MACHINE ENERGY STAR REQUIREMENTS
APPENDIX F

VENDING MACHINE ENERGY STAR REQUIREMENTS

The Vendor Must: Provide vending machines that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency as outlined below. The vendor is encouraged to visit energystar.gov for complete product specifications and an updated list of qualifying products.

<table>
<thead>
<tr>
<th>Energy Consumption</th>
<th>Previous Criteria—Effective April 1, 2004</th>
<th>New Criteria—Effective January 1, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y = 0.55 [8.66 + (0.009 x C)]</td>
<td>Y = 0.45 [8.66 + (0.009 x C)]</td>
<td></td>
</tr>
</tbody>
</table>

Y = 24 hr energy consumption (kWh/day) after the machine has stabilized
C = vendible capacity

Low Power Mode: In addition to meeting the 24-hour energy consumption requirements listed above, qualifying models shall come equipped with hard wired controls and/or software capable of automatically placing the machine into a low power mode during periods of extended inactivity while still connected to its power source to facilitate the saving of additional energy, where appropriate. The machine shall be capable of operating in each of the low power mode states described below:

1. Lighting low power state – lights off for an extended period of time.
2. Refrigeration low power state – the average beverage temperature is allowed to rise above 40°F for an extended period of time.
3. Whole machine low power state – the lights are off and the refrigeration operates in its low power state.

In addition, the machine shall be capable of automatically returning itself back to its normal operating conditions at the conclusion of the inactivity period. The low power mode-related controls/software shall be capable of on-site adjustments by the vending operator or machine owner.

**NOTE:** EPA’s goal in including these low power mode requirements is to ensure that existing machine software capabilities are available and may be used to their fullest potential based on the individual requirements of the host site. However, machines that are vending temperature sensitive product, such as milk, must not have the refrigeration low power state enabled on site by the vending operator or machine owner due to the risk of product spoilage.

**ADDITIONAL NOTE:** Use of chlorofluorocarbon (CFC)-based refrigerants in the cooling system is prohibited.
UMBC – WEBSITE / CAMPUS MAP

1. UMBC’s Website:  www.umbc.edu

2. UMBC’s Campus Map:  http://www.umbc.edu/aboutumbc/campusmap

END OF SECTION VI - APPENDIXES

END OF RFP DOCUMENT