



HARFORD
COMMUNITY COLLEGE

401 Thomas Run Road • Bel Air Maryland 21015
Voice: 443-412-2307 • 443-412-2416
Web: www.harford.edu/Purchasing/BidBoard

REQUEST FOR PROPOSALS

RFP 22P-001 POINT OF SALE SYSTEM (POS)

Harford Community College invites sealed proposals to provide point of sale system for the College's food service function on the College's main campus. The food service department operates three (3) Cafés, a concession at the APFGCU area, and catering for internal and external clients.

Bidders are requested to acknowledge receipt of this request for proposal by email to Beth Bertier, Procurement Assistant at bbertier@harford.edu.

The RFP and addenda (if any) will be posted on Harford Community College's Procurement website at www.hccweb1.harford.edu/Procurement/solicitationDocuments. **It is the bidder's responsibility to check this site for additional documents and addenda.**

Bidders shall direct questions, via email, to Rob Johnson, Director for Procurement at rojohnson@harford.edu. The deadline for questions is **3:00 p.m. Tuesday, July 20, 2021**. Answers to questions will be issued in an addendum shortly thereafter.

One (1) original plus six (6) copies of sealed proposals and an electronic copy on USB thumb drive are due in the Procurement Office located in Room C105 of the Conowingo Center **not later than 11:00 a.m. Tuesday, August 3, 2021**. Technical Proposals should be submitted **in a sealed envelope marked with the Vendor's name and "Technical Proposal"**. Price Proposals should be submitted **in a sealed envelope separate from the technical proposal marked with the Vendor's name and "Price Proposal"**. Proposals will be reviewed by a committee and firms may be required to attend an oral presentation.

Proposal prices must be firm for ninety (90) days after the closing date. Award of a contract is anticipated to be made in early September 2021. The installation is to be completed no later than Friday, October 1, 2021.

Harford Community College reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; to waive minor irregularities, or to negotiate with any responsible Bidder, in any manner necessary, to serve the best interest of the College. Further, the College reserves the right to make an award in whole, in part, or no award at all.

Robert Johnson
Director for Procurement

July 8, 2021

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Prospective bidders who have received this document or information from a source other than the Issuing Office should immediately go to the Harford Community College Procurement bid board (www.hccweb1.harford.edu/Procurement/solicitationDocuments) to ensure that they have received the correct information, complete documents and any addendums. Failure to monitor the website may result in a non-receipt of important information prior to the closing date which may result in the rejection of a bid/proposal.

1.0 PURPOSE AND OBJECTIVE

- 1.1 Harford Community College is seeking proposals to provide a point of sale system for the College's food service department to include equipment and software.

2.0 INSTRUCTIONS TO BIDDERS

2.1 Clarification; Addenda

- 2.1.1 Bidders in doubt as to the meaning of any terms, conditions, or specifications, or finding any discrepancy in or omission from same shall notify the Purchasing Agent in writing at once. Such notice in no way obligates the Board of Trustees of Harford Community College (hereinafter referred to as "the College") to revise the bid documents, but should the Purchasing Agent determine that amendment is necessary, each bidder will be furnished same. Acknowledgement of receipt of addenda shall be noted on each bid form submitted.
- 2.1.2 The College assumes no responsibility for oral or telephonic explanations or interpretations of bid documents.

2.2 Cancellation

- 2.2.1 The College may cancel this RFP, in whole or in part, at any time.

2.3 Form of Bids Submitted

- 2.3.1 Bids must be fully and properly executed on the forms provided by the College, with a positive entry in each blank ("N/A" or "0" may be inserted as necessary), typewritten or in ink. Mistakes may be lined out and corrections made before the bid is submitted; the officer signing the bid must initial such corrections in ink.
- 2.3.2 Each bid must be submitted in a securely sealed envelope, prominently marked with the number and title of the bid, and the name of the bidder. Sealed bids will **not** be accepted via facsimile or email.
- 2.3.3 Each Bidder must include with his submission a fully executed Affidavit of Non-Collusion, as furnished by the College. Anti-Bribery Affidavits or other special forms may also be specifically required herein, as federal or state funding sources or other special conditions dictate.
- 2.3.4 The College reserves the right to consider informal any bid not prepared in accordance with instructions.

2.4 Preparation of Bids

- 2.4.1 Bids should be prepared simply and economically, providing a straightforward, concise description of the items or services offered.
- 2.4.2 The College will not be responsible for any bid preparation or submission costs.

2.5 Exceptions; Alternates

- 2.5.1 Bidders that take exception to any part of this RFP, or intend to offer an alternate product to that specified, must so indicate on the bid form. Failure to do so shall be interpreted as the Bidder's intent to comply with all instructions, terms, conditions, and specifications herein.
- 2.5.2 Conditional or qualified bids may be rejected.

2.6 Errors in Bids

- 2.6.1 Bidders are expected to fully acquaint themselves with all governing laws and ordinances, and inform themselves as to the instructions, terms and conditions, specifications, and other requirements before submitting bids. Failure to do so will be at the Bidders' own risk; relief cannot be secured on plea of error.

- 2.6.2 Should the unit and extended price(s) of any bid, or part thereof, be at variance, the unit price shall prevail for the purpose of evaluating bids.
- 2.6.3 When prices on the bid form are requested in both words and figures, the sum written in words shall govern in the case of any discrepancy.

2.7 Time

- 2.7.1 Unless otherwise specified herein, all time periods are expressed in calendar days.

2.8 Withdrawal

- 2.8.1 Any bid may be withdrawn before the scheduled due date. After a bid has been opened, it may not be withdrawn during the period stated herein, for which prices and terms must remain valid.
- 2.8.2 The request to withdraw a bid must be made in writing addressed to the College's Director for Procurement.

2.9 Receipt and Opening of Bids

- 2.9.1 Each bid shall be submitted to the Purchasing Agent or his/her designated Representative at the place specified herein, on or before the day and hour fixed for its receipt or opening. Bids received prior to that time will be securely kept unopened. No responsibility will attach to the College or its representative(s) for premature opening of any bid not secured and addressed as specified above.
- 2.9.2 The Purchasing Agent or his/her representative will determine when the hour fixed for opening has arrived. No bid received thereafter will be considered.
- 2.9.3 Bids received will be duly recorded and the tabulation may be inspected by appointment.

2.10 Award of Bids

- 2.10.1 The contract will be awarded to the basis of the best overall value to the College in accordance with the evaluation criteria stated in herein.

2.11 Reservations

- 2.11.1 Harford Community College reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; to waive minor irregularities, or to negotiate with all responsible Bidders, in any manner necessary, to serve the best interest of the College. Further, the College reserves the right to make an award in whole, in part, or no award at all.
- 2.11.2 The College also reserves the right to increase or decrease the quantities of any materials, equipment or services for which it is soliciting offers hereunder, and to award whole, in groups, or by item unless specifically indicated otherwise.
- 2.11.3 Unless otherwise specified herein, the College also reserves the right to award the contract(s) within sixty (60) days after the bid opening. Any bid on which the time of acceptance is limited to less than the specified period may be rejected solely on that basis.
- 2.11.4 The College further reserves the right to reject the bid of a Bidder who, investigation shows, is not currently in a position to perform the contract, or who has previously failed to perform contracts of similar nature in a proper and timely manner.

2.12 Qualifications of Bidder

2.12.1 The College may make such investigation as it deems necessary to determine the ability of the Bidder to provide the required services, and the Bidder shall furnish to the College all such information for this purpose as they may request. Should such investigation or evidence fail to satisfy the College that the Bidder is fully qualified to execute and complete the contract, his bid may be rejected.

2.12.2 Minority business enterprises, and women owned enterprises, are encouraged to respond to solicitations.

2.13 Non-Discrimination in Employment

2.13.1 The Bidder shall be an equal opportunity employer and shall conform to all Affirmative Action and other applicable requirements; accordingly, the Bidder shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, or sex in any manner prohibited by law.

3.0 INSURANCE REQUIREMENTS (Only required for work/services performed on the College Site)

3.1 General Requirements

3.1.1 Required Coverage's. Unless otherwise required herein, the Contractor shall purchase and maintain the insurance coverages listed below.

3.1.1.1 The Board of Trustees of Harford Community College (hereinafter referred to as "the College") does not in any way represent that the insurance limits specified below are sufficient or adequate to protect the Contractor's interests. It is understood that these are minimums only; the Contractor may purchase and maintain additional insurance as will protect him against claims that may arise from operations under the contract.

3.1.1.2 Should any of the insurance coverages indicated below be cancelled, not renewed, or changed in such a manner as would make the coverage not in conformity with the provisions below, thirty (30) days advance written notice shall be given the College, **EXCEPT IN THE CASE OF NON-RENEWAL.** In this event, notice shall be given as soon as known, if that be less than thirty (30) days, not in any event less than ten (10) days. This notice requirement shall be reduced to only ten (10) days in case of cancellation of non-payment of insurance premiums for the coverages certified. All notice requirements shall identify the Contractor and the number of the Purchase Order.

3.1.1.3 Failure to provide, and to continue in force for the life of the contract, the required insurance shall be deemed a material breach of contract.

3.1.2 Certificate of Insurance Before beginning work on the Contract, the Contractor shall provide the College with Certificates of Insurance acceptable to the College that evidence the required coverages, and receive approval of same.

3.1.2.1 Such certificates for liability coverages **must include Harford Community College as an additional insured.**

3.1.3 Contractor's Responsibility Furnishing of the insurance required herein shall not relieve the Contractor of any responsibilities or obligations assumed under the Contract, or for which the Contractor may be liable by law or otherwise.

3.2 Insurance Coverages: Minimum limits of all coverages shall be not less than those below, or as otherwise provided in the Contract Documents, or as required by law, whichever is greater.

3.2.1 Comprehensive General Liability Insurance Such insurance shall protect the Contractor and save the College harmless from claims which may arise out of, or result from, the Contractor's operations under the Contract, whether such operations be by the Contractor, any Subcontractor, anyone directly or indirectly employed by the Contractor or Subcontractor, or anyone for whose acts any of the above may liable.

3.2.1.1 Minimum Limits of Coverage

- .1 Bodily injury/property damage liability—combined single limit of \$1,000,000 per occurrence/\$2,000,000 general aggregate.
- .2 The College reserves the right to require limits of \$2,000,000 per occurrence/\$3,000,000 general aggregate coverage for contracts with high-risk (e.g. hazardous materials) features.

3.2.1.2 Coverages to be included: Broad form property damage, including products and completed operations, independent contractor's, and contractual liability coverages previously purchased separately.

3.2.1.3 Damages not to be excluded: Such insurance shall contain no exclusions applying to operations by the Contractor or Subcontractor in the performance of the Contract pertaining to: (1) Collapse of, or structural injury to, any building or structure; (2) Damage to underground property; or (3) Damage arising out of blasting or explosion.

3.2.2 Automobile Liability Insurance Such insurance shall protect the Contractor and save the College harmless from claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

3.2.2.1 Minimum Limits of Coverage:

- .1 Bodily injury/property damage liability—combined single limit of \$1,000,000 per accident.
- .2 The College reserves the right to require a combined single limit of \$3,000,000 per accident for contracts that will involve heavy equipment (e.g. tractors, mix-in-transit concrete trucks) operations on its premises.

3.2.2.2 Coverages to be included: Coverage for all owned, non-owned and hired motor vehicles.

3.2.3 Worker's Compensation and Employer's Liability Insurance Such insurance must contain statutory coverage for all employees engaged under the contract.

3.2.4 Umbrella Liability (The College may request additional umbrella liability insurance for higher risk work).

3.2.4.1 Commercial General Liability - Minimum Limits:

- .1 \$1,000,000 to \$5,000,000, as determined by the College

3.3 Indemnification

3.3.1 The Contractor shall protect, hold free and harmless, defend and indemnify the College including its officers, agents and employees) from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death of any person or damage arises out of, or is in any way connected with the performance of the work under this Contract. This agreement shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, including

acts or omissions of Contractor's agents or employees, except that this agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or sole willful misconduct of the College, its officers, agents and employees. Accordingly, the College shall notify the Contractor promptly, in writing, of any claim or action brought against the College in connection with the work under this Contract. Upon such notification, the Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense.

3.4 Property Lost, Damaged or Destroyed

- 3.4.1 Any property or work to be provided by the Contractor will remain at the Contractor's risk until final written acceptance by the College. The Contractor will replace, at his expense, all property or work lost, damaged, or destroyed by any cause whatsoever.

4.0 GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

4.1 Delivery and Packing

- 4.1.1 Delivery shall be made in accordance with instructions on the purchase order. All prices shall include delivery. All goods delivered under this agreement shall be packed in accordance with acceptable trade practices. Cartons containing packing list must be so marked. Uncrated or bundled goods must be tagged with waterproof tags. The purchase order number shall be shown on all packing slips, bills of lading and invoices.

4.2 Terms of Delivery

- 4.2.1 Delivery terms shall be FOB our works unless otherwise stated.

4.3 Terms of Payment

- 4.3.1 Payment terms shall be net 30 days, unless otherwise stated.

4.4 Tax exemption

- 4.4.1 The College is generally exempt from Federal excise and Maryland sales and use taxes. Exemption certificates are available upon request.

4.5 Warranty and Non-Conforming Goods

- 4.5.1 All goods received shall be subject to inspection by the College. The College shall have a reasonable time within which to inspect the goods and shall not be obligated to inspect goods purchased as spare parts, inventory or for future use until the same are to be used by the College. Excess or defective goods or goods not in accordance with the College's specifications will be held for a reasonable period of time for disposition in accordance with the Seller's instructions at Seller's risk and expenses and, if Seller directs, will be returned at Seller's expense. Payment for goods or services furnished or performed by Seller shall not constitute acceptance by the College, and such payments shall be deemed to have been made without prejudice to any and all claims the College may have against Seller.

4.6 Time is of the Essence

- 4.6.1 Time is of the essence in the performance of this agreement.

4.7 Delays; Force Majeure

- 4.7.1 Seller shall not be liable for delays in manufacture or delivery of goods and services and the College shall not be liable for delay in acceptance of any part of such goods and services to the extent that such delays are due to causes beyond the reasonable control of the party (Seller or College) affected thereby, such as acts of God, acts of civil or military authorities, governmental priorities, fires, strikes, lockouts, floods, war, acts of terrorism, riot, provided that the party affected thereby promptly notifies the other party of such event and uses its best efforts to remedy the situation within a reasonable period of time.

4.8 Patents

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

4.9 Quantities

- 4.9.1 The College assumes no obligation for articles or materials shipped in excess of the quantity ordered. Any over shipments will be subjected to rejection and may be returned at Seller's expense.

4.10 Invoices

- 4.10.1 Invoices shall be mailed to Harford Community College, Accounts Payable, 401 Thomas Run Road, Bel Air MD 21015. The purchase number must appear on the invoice. Failure to comply may result in delay of payment. Payments terms are net 30 days unless otherwise stated.

4.11 Complete Agreement

- 4.11.1 The purchase order hereto and these terms and conditions, together with any other documents incorporated herein by reference, constitute the sole and entire agreement between the College and Seller with respect to the subject matter hereof, superseding completely any oral or written communications unless the terms thereof are expressly incorporated herein. Where Seller's quotation is referred to herein, such quotation is incorporated in this document only to the extent of specifying the nature or description of the goods ordered and only to the extent such items are consistent with the other terms herein.

4.12 Termination for Convenience

- 4.12.1 The College may terminate all or any part of the purchase order and these terms and conditions for any reason at the College's convenience upon written notice to the Seller. Upon such termination Seller agrees to waive all claims for damages, including those for loss of anticipated profits and to accept as its sole remedy for termination the value of all work performed prior to the termination and reasonable costs occasioned by termination, provided, however, that the College shall have no liability whatsoever for goods which are Seller's standard stock.

4.13 Termination for Default

- 4.13.1 When the Seller has not performed or has performed unsatisfactorily, payment shall be withheld at the discretion of the College. Failure on the part of the Seller to fulfill contractual obligations shall be considered just cause for termination of the agreement and the Seller is not entitled to recover any costs incurred by the Seller up to the date of termination.

4.14 Non Collusion

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

4.15 Non-Hiring of Employees

- 4.15.1 No employees of the College, the State, or any Department, Commission, Agency or branch thereof whose duties as such include matters relating to or attending the subject matter of this agreement shall, while being employed, become or be an employee of the Seller.

4.16 Non Discrimination

4.16.1 The Seller agrees a) not to discriminate in any manner against an employee or applicant for employment due to race, color, religion, creed, age, sex, marital status, national origin, ancestry or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employee; b) include a provision similar to that contained in subsection (a) above in any subcontract for standard commercial supplies or raw materials; and c) to post and to cause subcontractors to post in conspicuous places to employees and applicants for employment, notices setting forth the substance of this clause.

4.17 Assurance of Non-Conviction of Bribery

4.17.1 Seller hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal Government.

4.18 Maryland Public Information Act

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

4.19 Disputes

4.19.1 Any disputes arising under this contract which is not disposed of by agreement shall be decided by the President of Harford Community College or a designee. Pending final decision of the dispute, the Seller shall proceed diligently with the contract performance. Nothing hereunder shall be interpreted to preclude the parties from seeking, after completion of the contract, any and all remedies provided by law.

4.20 Insolvency

4.20.1 If the College has reasonable cause to believe the Seller is insolvent, or if any petition in bankruptcy or under any law for the relief of debtors is filed by or in respect of Seller, then at the option of the College, the agreement shall immediately terminate. In no event shall the agreement become an asset in any such proceeding nor shall the College be bound hereby after any act of bankruptcy by Seller. Any delay by the College to exercise the right to terminate under this section shall not diminish or waive that right.

4.21 Hazardous and Toxic Substances

4.21.1 Seller must comply with all applicable Federal, State, County and local laws, ordinances and regulations relating to hazardous and toxic substances including such laws, ordinances, and regulations pertaining to access to information about hazardous and toxic substances and as amended from time to time. Seller shall provide to the College's Environmental Safety Office a "Material Safety Data Sheet" including reference to the purchase order number, or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

4.22 Audit

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

4.23 Record Retention

- 4.23.1 The Seller shall retain and maintain all records and documents relating to the subject matter of this agreement for three (3) years after final payment by the College under this agreement.

4.24 Insurance and Indemnification

- 4.24.1 The Seller or Contractor will be required to have proper identification showing Supplier name and technician name, at all times while on campus. The Seller or Contractor shall maintain such insurance as will indemnify and hold harmless the College from Worker's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Seller's or Contractor's operations under this agreement, or by anyone directly or indirectly employed by the Seller or Contractor. The College shall be named as additional insured on the insurance certificate.

4.25 Compliance with Laws

- 4.25.1 Seller agrees to comply, at no additional expense, with all applicable executive orders, Federal, State, County, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4 and U.S. laws regarding hiring practices to ensure a legal workforce.

4.26 W-9 Form

- 4.26.1 The awarded bidder will be required to submit a current *W-9 Request for Taxpayer Identification Number and Certification*. The form may be emailed to the Procurement Office at bbertier@harford.edu.

4.27 Maryland Law

- 4.27.1 This agreement shall be construed and interpreted according to Maryland Law.

4.28 Cooperative Purchasing

- 4.28.1 The College reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the State of Maryland as well as any other federal, state, municipal, county or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to parochial institutions, special districts, intermediate units, non-profit agencies providing services on behalf of the government, and/or state, community and/or private colleges/universities, and other schools that require these goods, commodities and/or services. This conditioned upon mutual agreement of all parties pursuant to requirements which may be appended thereto.
- 4.28.2 The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. A copy of the contract pricing and bid requirements incorporated in the resulting contract will be supplied to the requesting agencies.
- 4.28.3 Each participating jurisdiction or agency shall enter into its own contract with the Awarded Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased.
- 4.28.4 Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Bidder.
- 4.28.5 Harford Community College does not assume any responsibility other than to obtain pricing for the specifications provided in the solicitation document.

5.0 SPECIFICATIONS

5.1 Scope of Work:

Proposals shall include a complete description of the proposed system along with any descriptive literature that is applicable to fully describe the solution.

General Responsibilities

- .1 Contractor is responsible for all equipment and labor for the project and shall install the new equipment at the appropriate locations.
- .2 Contract is for a fully operational system.

5.2 Detailed Specifications and Requirements

.1 **Equipment**

- a. 7 ea POS terminals/cash drawers/printers with touchless pay option
- b. 2 ea hand held wireless POS
- c. 6 ea Kiosk terminals
- d. 7 ea Bar code scanner w/capability to create and print bar codes
- e. 1 ea Kitchen display screen
- f. 2 ea Scanners for receiving and taking inventory

.2 **Inventory**

- a. Real time inventory results
- b. Allow inventory items to be added, changed or removed in an easy user-friendly manner
- c. Full support for multi-location inventory management
- d. A robust system is required; must have a report showing difference in count versus book inventory to allow review of discrepancies at year end and have the ability to post difference in quantity and dollars.

.3 **Software**

- a. Easy to operate software
- b. Must have real time reporting capabilities
- c. Must be able to process internal certificates and gift cards with bar code/QR code
- d. Must be able to record internal charge accounts
- e. Must be able to send a text or email when the food order is ready.
- f. Must offer loyalty rewards
- g. Must be able to send receipt via email, text message or print
- h. Must be able to function to 86 items from POS terminals
- i. Must have digital menu display to make live updates to the menu
- j. App that has a delivery option to on-campus locations only
- k. App for online/mobile ordering
- l. Must support customer returns with required inventory adjustments made automatically.
- m. Must allow the entry of no-charge items even if item is normally sold for a price
- n. Must be able to add catering to the system for reporting purposes
- o. System must have a requisition module to create purchase orders and use those to receive inventory with scanners

4. **Technology**

- a. Credit card processing/PCI compliance
- b. Ability for the system to operate in offline mode
- c. Vendor supported
- d. Wireless or cellular capabilities for handheld POS devices
- e. Is there a need for backend support or requirements from client?

5. **Reporting**

- a. Must be able to report daily sales that show the sales by category and location (snacks, beverage, liquor etc.)
 - .1 This report must be able to run weekly and/or monthly
- b. Must be able to report break out sales for deli versus internal and external catering versus concessions.

- c. Must be the capability to provide a journal entry for entry in Banner (the College's ERP system).
- d. System must be robust; must have a report showing difference in count versus book inventory in order to review discrepancies and post difference in quantity and dollars.

6.0 FIRM (COMPANY) PROFILE, EXPERIENCE

- 6.1 Bidders shall submit a company profile to include, at a minimum: the background and history of the company including overview of its product lines and services; size of the company including the number of employees; capabilities and experience, approximate annual sales volume for each of the past three (3) years; and number of years in the business.
- 6.2 Submit three (3) references of similar scope, performed in the past five (5) years, in accordance with instructions on the form provided herein.
- 6.3 Bidders must have a minimum of three (3) years experience providing the products covered in this RFP.

7.0 PROPOSAL FORMAT

- 7.1 Technical proposal shall include a technical narrative description/understanding of the proposed installations specified in each scope of work section 5.1 through 5.2. If recommending equipment or solutions that are different from those listed in the Scope of Work, identify the reason for the recommendation and the value to the College. Hard copy of the Technical proposal should be submitted in a **sealed envelope marked with the Bidder's name and "Technical Proposal"**. Documents to be included with the technical narrative are:
 - a. Firm profile information requested in Section 6.0
 - b. Non-Collusion certificate completed and signed.
 - c. References on the form provided.
 - d. Descriptive literature fully describing the proposed solution.
- 7.2 Complete price proposal on the proposal form herein with the following information included in a separate attachment:
 - a. Confirmed information rate for proposed internet connection speeds
 - b. Price for each element of the proposed services network and for the total services networks
 - c. Installation cost and breakdown of what is included
 - d. Monitoring and traffic analysis information charges, if applicable
 - e. Early termination charge(s)
 - f. Hard copy of the Price proposal should be submitted in a **sealed envelope marked with the Bidder's name and "Price Proposal"**
- 7.3 USB drive should be labeled with the Bidder's name and the files on the drive should be identified separately i.e "Bidder's name Technical Proposal" and "Bidder's Name Price Proposal".

8.0 BILLING AND PAYMENT

- 8.1 Invoices, in duplicate, shall be sent to the College's Business Office.
- 8.2 Invoices may be emailed to AcctPay_Finance@harford.edu.
- 8.3 The College shall pay invoices within net 30 days of completion of installation and acceptance by the College project representative.

9.0 EVALUATION CRITERIA

- 9.1 Technical proposal narrative, refer to section 6.1; capabilities; experience; references; profile of firm.
- 9.2 Cost

10.0 ORAL PRESENTATION

- 10.1 The College reserves the right to short list bidders based on the submitted proposals and to request oral presentations from the short-listed bidder(s). The College also reserves the right to negotiate with short listed bidder(s).

Procurement Office
Harford Community College
401 Thomas Run Road
Bel Air Maryland 21015

PROPOSAL FORM

RFP 22P-001 POINT OF SALE SYSTEM (POS)

All proposals should be properly executed on the form provided sealed in an envelope and delivered or mailed to the Procurement Office located in the Conowingo Center, Room 105 address above. Proposals must be received in the Procurement Office **not later than, 11:00 a.m. Tuesday, August 3, 2021.**

To be considered responsive, each proposal submitted must, at a minimum, include the following:

1. One (1) original and six (6) copies of the complete Proposal submittal (section 7.1 & 7.2);
2. One (1) electronic copy on USB thumb drive labeled with vendor's name (section 7.3);
3. Technical proposal to include:
 - a. Technical narrative (section 7.1);
 - b. Profile of firm information (section 6.1)
 - c. Non-Collusion Certificate completed and signed;
 - d. References, on the form provided;
 - e. Description literature fully describing the proposed solution.
4. Pricing to include: Proposal form, completed and signed with attached additional detailed pricing information.

PROPOSAL OF: _____ DATE _____
(Firm Name)

In accordance with the information, terms and conditions, specifications and requirements for the captioned solicitation, I/we submit the following for evaluation:

1. LUMP SUM
Provide equipment, software and installation of Point of Sale System in accordance with the specifications herein:

_____	\$	_____
WORDS		FIGURES
2. BREAK OUT PRICING
 - a. Cashless pay option \$ _____
 - b. 6 each Kiosk terminals
Price each _____ Extended price \$ _____
3. Confirm delivery/installation will be completed no later than Friday, October 1, 2021, provided an award is issued by early September, 2021. _____(initial)
4. EXECUTION: The undersigned, duly authorized to bind the named firm, agrees, upon receipt of written notice of acceptance of this proposal within ninety (90) calendar days after the deadline above, to proceed to execute the contract in accordance with the proposal as accepted and render a Certificate of Insurance, naming Harford Community College as "additional insured", with ten (10) calendar days after notification of award.

Firm Name

Signature

Street Address

Typed/Printed Name

City, State, Zip

Title

Telephone

Email

If a corporation, place corporate seal beside signature above and state:

Name of President _____

Name of Secretary _____

Under what laws incorporated _____

Minority Business Certification – Please check one:

_____ MBE _____ WBE _____ Not Applicable

Procurement Office
Harford Community College
401 Thomas Run Road
Bel Air, Maryland 21015

NON-COLLUSION CERTIFICATE

Solicitation **RFP 22P-001 POINT OF SALE SYSTEM (POS)**

I HEREBY CERTIFY that I am the _____
(Title)

and the duly authorized representative of the firm of _____

whose address is _____.

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the proposal being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any agreement, participated in any collusion to fix the price proposal of the offeror herein or any competitor, or otherwise taken any action in restraint of free competition in connection with the Contract for which this proposal is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

Signature

Date

Printed or Typed Name

Procurement Office
Harford Community College
401 Thomas Run Road
Bel Air, Maryland 21015

REFERENCES

Solicitation **RFP 22P-001 POINT OF SALE SYSTEM (POS)**

Each firm must furnish three (3) references of recent (within five years) prior service comparable in nature and scope to the requirements of the captioned solicitation.

1. Firm Name _____
Address _____

Telephone: _____ Fax _____
Contact _____
Email _____
Description of System _____
Date of Completion _____

2. Firm Name _____
Address _____

Telephone: _____ Fax _____
Contact _____
Email _____
Description of System _____
Date of Completion _____

3. Firm Name _____
Address _____

Telephone: _____ Fax _____
Contact _____
Email _____
Description of System _____
Date of Completion _____

PROPOSAL OF: _____
Firm Name

Procurement Department
Harford Community College
401 Thomas Run Road
Bel Air, Maryland 21015

NO PROPOSAL REPLY FORM

SOLICITATION: RFP 22P-001 POINT OF SALE SYSTEM (POS)

Dear Sir or Madam:

To assist us in obtaining good competition on our request for proposals, we ask that each firm that has received a solicitation package, but does not wish to submit a proposal, state their reason(s) below. This information will not preclude receipt of future solicitations unless you request removal from the Bidder's List by so indicating below.

Unfortunately, we must offer a "No Proposal" at this time because:

- 1. We do not sell the items/services for which proposals are requested.
- 2. The specifications are either unclear or too restrictive (Please explain in the "Remarks" section.)
- 3. We cannot submit a bid because of marketing or franchising policies of the manufacturing company.
- 4. We do not feel we can be competitive. (Please explain in the "Remarks" section.)
- 5. Other commitments preclude our participation at this time.
- 6. We do not wish to participate in the proposal process.
- 7. We do not wish to submit a proposal under the terms and conditions of the Request for Proposal document.
Our objections are: _____

- 8. We do not wish to sell to Harford Community College. Our objections are: _____

- 9. Other: _____

Remarks: _____

Firm Name _____
(PLEASE PRINT)

Authorized Signature _____

- We wish to remain on the Bidder's List.
- We wish to be removed from the Bidder's List.