



Office of Purchasing
10910 Clarksville Pike, Ellicott City, Maryland 21042-6198
(410) 313-6723, fax (410) 313-6789

REQUEST FOR PROPOSALS

VENDING MACHINE SERVICE FOR HEALTHY SNACKS AND BEVERAGES

RFP No. 036.23.B6

To All Interested Professional Services Contractors:

The Howard County Public School System (HCPSS) invites your submittals to provide Vending Machine Services for the Howard County Public School System as specified in the attached Request for Proposals (RFP) No. 036.23.B6. It is the intent of HCPSS to utilize this contract once awarded to select up to 3 contractors each to provide for healthy snacks and beverages that include Option 1 Tier 1 & Option 2- Tier 2 snacks and beverages in accordance with (IOM) Institute of Medicine standards at schools and facilities within the school system. ***Technical Proposals and Cost Proposals shall be emailed to bidsandproposals@hcpss.org until 11:00 AM, Tuesday, December 13, 2022. Please submit as separate emails labeled Volume I – Technical Proposal and Volume 2 - Cost Proposal in the Subject line followed by the Title and Bid number. Please address emails to Stacy Wells. Both Volume I and Volume II submissions must be received by the due date and time.***

Late submittals will not be considered. It is the responsibility of each offeror to ensure that its submittal is delivered to the proper place prior to the scheduled closing date and time.

Copies of the Request for Proposal may be obtained from the HCPSS website at <https://purchasing.hcpss.org/business-opportunities>. Bidders obtaining the RFP from the website are encouraged to review that website frequently to learn of any changes that may be made in the RFP.

It is the Offeror's sole responsibility to regularly visit the HCPSS Purchasing web site listed above to download and acknowledge receipt of all Addenda. It is highly recommended that bidders ascertain if they have received all the addenda issued prior to submitting their proposal. Failure of any bidder to receive any such Addenda or interpretation may not relieve such bidder from obligation under his/her proposal as submitted.

A pre-proposal conference will be held November 1, 2022 at 1:00 PM virtually. Howard County Public School System staff will explain the scope of service and answer questions that will assist in the preparation of submittals. Attendance is not mandatory; however, it is strongly encouraged.

All questions shall be directed, in writing, no later than December 2, 2022 12:00 P.M. 2022 to the Procurement Specialist, Afua Tisdale to afua_tisdale@hcpss.org. The Howard County Public School System is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via addenda issued by the HCPSS will be binding. Under no circumstances are offerors, including third party vendors or their staff, to contact any other HCPSS staff, employees or any related constituency for purposes associated with this solicitation, including but not limited to, obtaining or providing information. **Offerors failing to comply with this requirement may be disqualified.**

The Howard County Public School System reserves the right to reject in whole or in part any or all submittals.

Sincerely,

Afua Tisdale

I. GENERAL INFORMATION

A. Purpose

1. The Howard County Public School System (HCPSS) issued this Request for Proposals (RFP) to solicit proposals from qualified Offerors to provide vending services for snacks, healthy snacks, beverages and healthy beverages in accordance with (IOM) Institute of Medicine standards at facilities within the school system. The purpose of this solicitation is to identify contractors who can meet and exceed the vending needs of HCPSS facilities, staff, and students (in accordance with IOM standards). Vending machines provided by the contractor will be placed at various schools and offices within the school system (Attachment 3). The primary function of this service is to provide vending services that can be easily accessible to all schools and offices upon request.
2. It is the intent of the HCPSS to issue up to 3 awards for each of the two following options (2a below). Awards to contractors who can provide efficient vending services and equipment to schools and offices as indicated in this RFP. The school system currently allows each school to establish a relationship and contract with a vending contractor, as the existing schools vending service contracts expire, it is the intent of the school system to switch vending services to the selected contractors awarded through this RFP. Not all schools and facilities will require the services; however, all schools will have the opportunity to participate.

A. Vending Services

Option 1 – Student Facing Vending machines

Health snacks and beverages under Tier 1

Option 2 – Vending services for teachers and staff

Snacks and beverages under Tier 2

Offeror's may submit proposals for one or both Options.

3. Vending services may also be provided to teacher lounge areas, in addition to opportunities to provide snacks and beverages for after school and other school related activities.

B. Background

1. The Howard County Public School System (HCPSS) currently has 56,000 students in 77 schools and is located between the metropolitan areas of Baltimore, Maryland and Washington, DC. While it is a suburban system in many respects, parts of it are becoming more urbanized with an influx of students and families from the two major metropolitan areas, many of them coming because of the outstanding reputation of the school system.
2. Offeror's responding to this solicitation are encouraged to review the data contained in HCPSS' website for a better understanding of HCPSS, its organization and management, and the services it provides. The website includes a summary of the approved Operating Budgets. This website may be accessed at <http://www.hcpss.org/>.
3. Awarded contractors will be the sole point of contract responsibility. HCPSS will look solely to contractor for performance of the contract. Contractor will indemnify and hold harmless HCPSS from any claim asserted by or against contractor, contractor's subcontractors or joint respondents.
4. Although not detailed in this document, HCPSS reserve the right to negotiate a contract amendment with the contractor for additional services that may be required.

C. Obligations of HCPSS

1. HCPSS shall pay no costs or other amounts incurred by any entity in responding to this RFP or prior to the effective date of the contract entered into for the services provided. HCPSS reserves the right, in their sole discretion, to select qualified responses to this RFP without discussion of responses with respondents. HCPSS reserves the right to reject any or all submitted responses. All submittals will become a part of the HCPSS official procurement files and will be available for public inspection.

D. Respondent Obligations

1. Submittals must identify any proposed subcontractors and outline the contractual relationship between contractor and each joint respondent or subcontractor. Future additional or substitute subcontractors must be approved by HCPSS in advance of service award. An individual with authority to bind each proposed subcontractor or joint respondent must sign a statement to the effect that the subcontractor or joint respondent has read and agrees to abide by contractor's obligations under the contract. The contractor's submittals must include originals of these statements.

E. Respondent Understanding of RFP

1. By submitting a signed submittal, a respondent represents that it fully understands this RFP and will abide by its terms and conditions, including those appearing in Part VI of this RFP and the HCPSS Standard Contract that appears in Appendix C of this RFP. No exceptions, amendments, or deviations from this RFP will be allowed in any submittals unless agreed to in writing and raised by the contractor prior to or during the pre-submission conference. Unauthorized exceptions, amendments, or deviations in the response may result in disqualification of the submittal.

F. Deadline for Submission of Proposals

1. To be considered for contract award proposal submittals must be received in the issuing office prior to the date and time specified in the Notice to Offerors section of this RFP. HCPSS prefers hand or overnight delivery. ***Faxed or electronically transmitted responses are not acceptable.***

G. Right to Amend, Modify or Withdraw RFP

1. HCPSS reserves the right, in their sole discretion, to amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract, if it is in the best interest of HCPSS to do so. The decision of HCPSS shall be administratively final in this regard.

H. Issuing Office

1. Purchasing is the Issuing Office and the sole point of contact for the RFP. HCPSS is the only office authorized to clarify, modify, amend, alter, or withdraw the specifications, terms, and conditions of this RFP and any contract awarded as a result of this RFP. All communications concerning this procurement must be in writing and addressed to:

Afua Tisdale
Procurement Specialist
Howard County Public School System
10910 Clarksville Pike
Ellicott City, Maryland 21042
Phone: 410 313-1559
Fax: 410 313-6789
afua_tisdale@hcpss.org

I. Open Records

1. Following the award and execution of the contract, responses to this RFP are subject to release as public information unless HCPSS has determined that parts of the submittal are confidential. It is recommended that respondents consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information.
2. In the event HCPSS receives a public information request for records related to this RFP, the school system may contact respondents if it believes a portion of this submittal could be considered confidential under the Maryland Public Information Act or other applicable state and federal law. Once contacted, respondents will be asked to submit in writing specific detailed reasons, including any relevant legal authority, stating why it believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Final decisions for release of documents are the responsibility of HCPSS based on available information at the time of receipt of the public information request.
3. Transparency in the use of public funding is fundamental to HCPSS operations. Prior to the award of bids and contracts, the Board of Education of Howard County reviews and approves cost to be incurred by the school system – therefore, respondents should be aware that submission to this RFP may subject your pricing offer to release in a public forum. Additionally, pricing and payments made by HCPSS under the resulting contract may also become subject to release as public information. HCPSS may consider both the ability to obtain necessary pricing from future respondents as well as the potential to cause harm to the competitive position of respondents in determining release of pricing detail.
4. Copyrighted submittals are unacceptable and will be disqualified as non-responsive. All submittals become the property of HCPSS.

J. Pre-Proposal Conference

1. A Pre-Submission Meeting will be held on the date and time specified on the cover page of the Request for Proposal. The meeting will be held virtually via:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 299 208 215 614

Passcode: ydnwoP

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 301-960-8312,,807753077#](#) United States, Silver Spring

Phone Conference ID: 807 753 077#

2. Staff from the HCPSS will be available to answer questions on the scope of the work to assist Bidders in the preparation of submittals. Attendance is not mandatory; however, it is strongly encouraged.
3. Items of clarification, and items affecting the scope of work of the RFP, may be the subject of the meeting.

K. Written Questions and Official Responses

1. Questions concerning this RFP must be in writing and received by the Issuing Office no later than the date and time specified in this RFP. Telephone inquiries will not be accepted. Questions may be submitted by e-mail to the Procurement Specialist, Afua Tisdale, afua_tisdale@hcpss.org. Responses to inquiries of a general nature that can be addressed by referring the requestor to information already provided in the RFP document will be addressed directly with that requestor. Responses to questions of a specific nature that are not addressed in the RFP or would be beneficial for all potential firms to have will be addressed in a written addendum. HCPSS reserves the right, in its sole discretion, to determine whether a request is of a general or specific nature.
2. If an Offeror discovers any ambiguities, conflicts, discrepancies, exclusionary specifications, omissions, or other errors in this RFP, respondent must immediately notify the issuing office. If an Offeror fails to so notify the issuing office, such respondent submits a response at its own risk and under such conditions. If such Offeror is awarded a contract, then it is not entitled to additional compensation, relief, or time by reason of the error or its later correction.

L. Clarifications and Addenda

1. Should an Offeror find discrepancies in the RFP documents, or should they be in doubt as to the meaning or intent of any part thereof, they must request clarification in writing from the issuing office representative, no later than the last day for questions specified in these documents, and the Purchasing representative for the solicitation will respond by issuing a written Addendum to the RFP. Failure to request such clarification is a waiver to any claim by the Contractor for expenses made necessary by reason of later interpretation of the RFP document's by HCPSS. Request shall include the RFP number and title.
2. HCPSS reserves the right to change the contents of this solicitation. Changes will be made in the form of written addenda and posted to the HCPSS Purchasing web site at, <https://purchasing.hcpss.org/business-opportunities>.
3. It is the bidder's sole responsibility to monitor the Purchasing web site prior to submitting their bid and acknowledge receipt of said addenda on the proper bid form. Failure to do so may result in non-receipt of important information and may not relieve such bidder from any obligation under his/her proposal submittal.

M. Time

1. The times stated in this document refer to the Eastern Time Zone.
2. HCPSS Purchasing office hours are 8:30 a.m. to 4:00 p.m., Monday through Friday, except for holidays.

N. Contract Period

1. This contract shall begin upon award by the Board of Education. The initial term of this contract is for three (3) years. HCPSS reserves the right at its sole option to renew the contract for five (5) additional one (1) year periods pending available funding.
2. Any contract awarded pursuant to this Request for Proposal shall be conditioned upon successful performance of the contractor and annual appropriation made by the Board of Education of Howard County of funds sufficient to pay compensation due the successful contractor under the contract. The contract shall provide that if such an appropriation is not made in any fiscal year, and the Board lacks funds from other sources to pay the compensation due under the contract, the Board shall be entitled, at the beginning of

or during such fiscal year, to terminate the contract.

3. If the contract should not be renewed or no additional renewal periods issued, any previously assigned work will be completed under the existing contract terms.
4. The school system will select the best-qualified vending contractors meeting requirements to provide vending equipment and services to the HCPSS.

O. Inclement Weather or other unanticipated HCPSS Closings

1. In the event that Howard County Public Schools are closed for students on the scheduled Proposal due date, but the Purchasing Office located in the Administrative/Central Offices are open then the proposals will be due as specified in the original documents. In the event the Schools have a delayed opening on the date the proposals are due, the proposal date and time will not change. In the event that the HCPSS Administrative/Central Offices are closed as the result of inclement weather or for other unanticipated reasons, Bids will be due on the next day that the Administrative/Central Office is officially open, at the same time specified. It is the bidder's responsibility to check the closure announcements.

P. Contract Documents

1. Contract Documents consist of the 100% bid documents, Sections I. through V., Attachments 1, 2, and 3, Appendix A, through F, the specifications and scope of work, and any applicable addenda, documentation issued. All of these materials and documents associated to this solicitation will be included in the contract(s) which the Board of Education awards as a result of this solicitation and will become the contract. The Offeror, by submitting its proposal, agrees that if awarded the contract that it will be bound under the contract to all the Terms and Conditions of the contract for any future projects awarded under this contract.

Q. Signing of Forms

1. The Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of the board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

R. Submission Of Proposal

1. ***Respondents must submit a signed copy of their proposal submittals to bidsandproposals@hcpss.org. Offerors must submit the Technical Proposal and Cost Proposal as separate emails.***
2. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Bidders are cautioned that organization of their response, as well as thoroughness is critical to the HCPSS's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
 - a. Offerors must clearly label their Proposals as Option 1 or Option 2 (Section 1 General A2.B)

3. Submissions must consist of a cover sheet, duly signed with the corporate seal impressed, if applicable along with the submission. By executing the cover sheet, Offeror acknowledges that the bidder has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.
4. All proposals must be received at the email address provided prior to the date and time specified:
5. The names of the bidders submitting proposals shall be available after the proposal closing time and date.

S. Late Proposals

1. Proposals received in the Office of Purchasing after the date and time prescribed shall not be considered for contract award.

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II. CONTRACTOR REQUIREMENTS - INFORMATION

A. General Requirements

The Contractor shall:

1. Furnish, install, maintain, repair and or replace the vending machines at various school locations (Attachment 3) to include student machines (Option 1- Tier 1), teacher staff lounges and administration buildings (Option 2 – Tier 2), and supply and maintain stock for each machine. Such machines shall remain the property of the contracted vendor.
2. Have in effect, and maintain throughout the contract term, equipment/property insurance for all equipment and product liability insurance for all vended products. Upon expiration/termination/cancellation of the contract, the vendor shall remove all machines within fourteen (14) calendar days of notification at their expense.
3. Prominently display name and contact telephone number on each vending machine. The contractor shall provide 24-hour response time to all calls for service. The contractor shall promptly repair machines as necessary. Upon notification from the contact person of a broken machine, a repair technician shall respond to the call within three (3) business days.
4. Regularly service all vending machines to ensure items are stocked at all times. Each location shall be serviced at least one time per week. The contractor may service locations with lower usage less frequently provided the machine be adequately stocked between visits and all items are fresh and not out of date.
5. Have appropriate identification at all times while on school system property. In addition, all contractor employees shall be easily identified by uniform, name badges or other similar means.

B. Contractor Product Responsibilities - Background

The Contractor shall:

1. Be responsible for all refunds. The contractor shall provide information to the schools point of contact how to receive a refund for product not delivered or other instances of loss of money due to machine malfunction.
2. Reimburse the vending machine user when an item purchased is not dispensed or when adequate change is not received or returned. Refunds shall be provided to the schools point of contact within seven (7) business days or the next service period for that location but not to exceed (7) business days
3. The contractor shall monitor products to ensure that no out of date products remain in machines. Out of date products shall be removed immediately at the expense of the awarded contractor. Expiration dates should be printed on all products in the machines. The contractor shall be responsible for ensuring that the vending machines are re-stocked regularly to ensure that ample supply of products is maintained in each machine. A service schedule shall be included in the response, HCPSS reserves the right to witness the filling and removal of all products and money from any and all machines at any time during the contract period. The successful contractor is expected to take immediate action to correct any instance in which product integrity is violated.
4. The contractor warrants that all merchandise dispensed in relation to this contract will be suitable for human consumption and will conform to federal, state and local laws, rules and regulations. The contractor agrees to hold HCPSS harmless from damages that may result from its failure to abide by this warranty.

C. Equipment Requirements

1. Contractor shall include brochure(s) with their submittal that provides a complete description with detailed specifications of vending machines being offered under this contract. Quality of machine and user features proposed shall be considered in the evaluation.
2. All vending machines offered shall be new or a recent model and be of good quality to compare in appearance and performance with the best machine available on the market at present. Vending machines located in the same area must be of the same color and height.
3. ***The vending machine outer skin must be generic and not reference/display any sugar type snacks or beverages.***
4. Machines shall accept any combination of nickels, dimes, quarters and dollars.
5. All vending machines shall meet or exceed all safety requirements of Federal, State and Local Government.
6. Machines shall be equipped with "lockouts" so that purchases may not be made during certain time frames to enable the schools to comply with the Board of Education Policy 9090/9090-IP and IOM Nutritional Standards.
7. The schools designated point of contact will determine the location of machines within the schools. The contractor shall obtain permission in advance to relocate, exchange, or remove vending machines from the schools designated point of contact.
8. All equipment delivery, relocation and removal shall be the responsibility of the contractor and their employees. HCPSS staff is not required to assist.

D. Machine Installation/Setup

1. New installation shall be coordinated with the schools point of contact and the contractor to prevent disruption to school activities. Machines shall be installed within thirty (30) calendar days of request.
2. The successful contractors shall be required to furnish all equipment necessary to install the machines at HCPSS locations designated by the school point of contact and at no expense to the HCPSS. The contractor shall assume all responsibility for damages to school property caused by the equipment and or vending personnel.
3. If additional electrical connections are required, it will be the responsibility of the successful contractor to inform the HCPSS. The successful contractor shall not add any electrical connections. All vending machines shall be grounded as necessary and at the contractor expense to comply with local electrical codes and regulations.

E. Nutritional Requirements

1. Due to the increasing concern regarding childhood obesity, nutritional guidelines have been established for vending items that are sold during the school day to students. HCPSS reserves the right to determine the acceptability of any item offered, and to accept or reject it accordingly.
2. All products provided under this contract shall meet or exceed IOM standards, practices, procedures, laws, and regulations, with emphasis on the IOM Nutrition Standards for Foods in Schools and HCPSS Policy 9090, (See Attachments 1 & 2).

F. Product List/Pricing

1. Contractor shall provide a product list with their submission to include the following information at a minimum:
 - Brand name and package size or weight,
 - Description (i.e. crackers, chips, and types and flavors of beverages).
 - Serving size and selling price.
2. The contractor shall price vended products at the prices specified in their proposal and provide a detailed product listing and pricing with the RFP submission. Any items found that do not conform to the pricing provided shall be corrected immediately by the vendor. As new products are introduced, the pricing will be approved along with the products by the Purchasing Department.

G. Permits and Licensing

1. The successful contractor shall obtain and pay for all necessary licenses, permits and certificates, municipal or otherwise, arising out of ownership and operation of such vending machines or imposed in connection with or because of the performance of this contract and shall post or display in a prominent place such permits and or notices as required by law. The contractor further agrees to pay all Federal, State and local taxes and other charges arising from the performance of this contract.

H. Revenue/Sales/Collections

1. Money shall be collected at least weekly or as agreed to by the school coordinator and all change tubes shall be stocked full with change when serviced. Collection records shall be maintained for each separate machine. HCPSS reserves the right to observe cash collections at its discretion.
2. The contractor shall keep and retain financial books, collection records and documents regarding the financial performance under this contract. HCPSS reserves the right to examine the contractor records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions.

I. Reports

1. Contractor shall provide a Monthly Sales Report in Microsoft Excel to HCPSS Contract Manager, referencing machine and location, to HCPSS, indicating the following minimum information for each location.
 - Gross sales by location and machine with snack items reported separately from beverages.
 - Total gross sales by snacks and beverages.
 - Commission payable to HCPSS based on total gross sales
 - The contractor shall provide a monthly detailed report by the 15th of each month.

J. Security

1. HCPSS will make every attempt to safeguard the vendors equipment. However, the successful contractor shall be responsible for the security of the machines. No keys will be left at the machine locations. Vending machines placed on HCPSS sites under this contract are at the sole risk of the successful contractor. HCPSS shall in no way be liable for vandalism or theft of the vending machines or its contents. Damaged machines shall be repaired or replaced within three (3) business days of notification.

K. HCPSS Requirements

1. The HCPSS will supply the electrical outlets at vending machine locations.

2. The HCPSS will provide the contractor with a primary point of contact for each location including the Office of Purchasing and other departments as necessary.
3. The HCPSS reserves the right to establish a vending machine refund system for each location and will provide the contractor with a point of contact at each location for that purpose.

L. Add/Remove Vending Machines:

1. The HCPSS reserves the right to add machines, add locations, delete machines and delete locations during the term of the contract.
2. When the HCPSS requests an addition or removal of existing machines, the contractor shall complete the addition or removal within (30) thirty days of request.
3. All requests to add or remove machines shall be coordinated through the coordinating school. The contractor is only authorized to add or delete machines when requested from the coordinating school which will be documented through a contract change.
4. The contractor shall maintain an updated equipment and product list for all locations serviced during the term of the contract that is accessible to the HCPSS upon request.

M. Audits:

1. The HCPSS reserves the right to complete an audit of the contractor's records, reports and sales data at any time during the term of the contract with at least (72) hours written notice by the HCPSS. The contractor must fully cooperate with the audit request.

N. End of Contract:

1. The contractor must fully cooperate with the HCPSS at the end of the contract to remove machines in a timely manner and to minimize damage, beyond normal wear and tear to the areas where vending machines are installed. The HCPSS and contractor will work cooperatively to establish a removal schedule.
2. The vendor shall remove machines within (14) calendar days from the time of notification, upon expiration, termination or cancellation of the contract. If the equipment is not removed within the required time, the HCPSS will consider the equipment abandoned and the property of the HCPSS. Equipment will then be auctioned or disposed of at the discretion of the HCPSS after 30 calendar days.

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III. PROPOSAL SUBMITTAL FORMAT

1. Two Part Submission – Offeror's shall submit Proposals in separate volumes

Volume 1 – Technical Proposal
Volume 2 – Cost Proposal Sheet – Appendix F

A. Introduction

1. Submittals must be organized as described in Section III.B. below. **Submittals not organized in this manner are subject to disqualification.** Conciseness and clarity of content are emphasized and encouraged. Vague and general submittals will be considered non-responsive and disqualified. Submittals must be complete; failure to include all required information may result in disqualification. Submittal pages must be numbered and contain an organized, paginated table of contents corresponding to the sections and pages of the submittal.

B. Volume 1 – Technical Proposal Submittal Contents

Submittals must be organized as follows:

1. **Transmittal Letter**

- a. Respondents must submit with their proposal a transmittal letter that identifies the entity submitting the submittal, all principals, and includes a commitment by that entity to provide the services required by HCPSS. The transmittal letter must state that the submittal is valid for 120 days from the deadline for delivery of submittals. **Any submittal containing a term of less than 120 days for acceptance from this deadline will be rejected as non-responsive.**
- b. The transmittal letter must be signed by a person legally authorized to bind respondent to the representations in the response. In the case of a joint submittal, each party must sign the transmittal letter. Respondent also must indicate, in its transmittal letter, why it believes it is the most qualified respondent to provide the requisite services.
- c. The transmittal letter must include a statement of acceptance of the Terms and Conditions as specified in Section VI of this RFP and of the contract resulting from this RFP (a copy of the HCPSS Standard Contract appears as Appendix C). If a respondent takes exception to any of the proposed terms and conditions or the Standard Contract, those exceptions must be noted in the transmittal letter; however, failure to accept those terms and conditions may result in disqualification of the submittal. Respondents are encouraged to submit any questions with regard to terms and conditions and the Standard Contract prior to the deadline set in this RFP for the submission of questions.

2. **Table of Contents**

Each submittal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the submittal. The table of contents must also clearly identify and denote the location of all enclosures of the submittal. The table of contents must follow the RFP's structure as much as is practical.

3. **Executive Summary**

Respondents must provide an executive summary of their submittals and represent that respondents' submittals address all of the requirements of this RFP. The executive summary must not exceed three pages, and must represent a full and concise summary of the contents of the submittal. The executive summary must not include any information concerning the cost

of the submittal. Respondents must identify any services that are provided beyond those specifically requested. If respondent is providing services that do not meet the specific requirements of this RFP, but in the opinion of respondent are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, failure to provide the services specifically required may result in disqualification of the submittal.

4. **Submittal Requirements** (See Section IV)

Please refer to Section IV. Submittal Requirements

5. **Insurance certificate**, (See Appendix A)

6. Subcontractor Information

1. Respondent must provide statements from each of its proposed subcontractors, signed by an individual authorized to legally obligate each subcontractor, attesting to the fact that it will provide the services as represented in the submittal.
2. Subcontractors are required to submit ownership information similar to that required of respondents. Respondent must disclose, at HCPSS request, any information regarding subcontractors.

7. **Affidavit** (See Appendix E)

8. **Conflict of Interest**

- a. Each Offeror must disclose any existing or potential conflict of interest relative to the performance under the Contract. Examples of potential conflicts may include an existing business or personal relationship between respondent, its principal, or any affiliate or subcontractor, with HCPSS or any other entity or person involved in any way in the Contract. Similarly, any personal or business relationship between respondent, the principals, or any affiliate or subcontractor, with any employee of HCPSS or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with HCPSS employees may be cause for contract termination. HCPSS reserves the right, in its sole discretion, to determine if an actual or perceived conflict should result in submittal disqualification.
- b. Each respondent must reveal any past or existing relationship between respondent, its principal, employees, or any affiliate or subcontractor, with any state agency, entity, state employee, or other person in any way involved in the state's procurement and/or contracting processes. HCPSS reserves the right, in its sole discretion, to determine if such relationship constitutes a conflict of interest.
- c. In submitting a submittal, a respondent affirms that it has not given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.
- d. Additionally, by submitting a submittal, respondent represents and warrants that if awarded the contract, the review would not put respondent in a position of having to review and/or evaluate its own work in a past consulting or business engagement with the system. In any event, such existing and/or past relationships with the system must be disclosed in the submittal.

- e. By submitting a submittal, the respondent agrees that, if selected, the respondent will be independent and not be unduly influenced by any group or individuals, public or private, to include the HCPSS, Maryland State Department of Education, Maryland State Government, or any of its respective employees, members, or representatives.

C. Volume 2 – Cost Proposal Sheet– Appendix F

1. Offerors shall submit Appendix F – Cost/Fee Structure Proposal as a separate file and labeled Part 2 – Cost Proposal Sheet. **Only the top firms whose proposal has achieved the required 70% minimum, or better technical score will have the Cost Proposal Sheet evaluated.**
2. The respondent must utilize the format provided in Appendix F in submitting a cost proposal in response to this RFP. The cost proposal must be included the email submission as a separate file. Any re-worked version of Appendix F that is intended to be a substitute for Appendix F, that is provided by a respondent may be determined as non-responsive and may result in the submittal's disqualification.
3. Respondent must include in its cost proposal all expenses associated with vending services, and all other out-of-pocket expenses required to perform this service. All such costs will be at the expense of the contractor.

IV. SUBMITTAL REQUIREMENTS

A. Qualifications to include;

1. The contractor must be licensed to do business in the State of Maryland prior to the submission of proposals.
2. Owns or leases and sufficiently staff's commercial office space within a 50-mile radius of Ellicott City, Maryland.
3. Company in business providing similar vending services under the same company name for the past five years.
4. Personnel experienced in vending services, supply and maintenance as necessary for all elementary, middle, high schools and offices.
5. Company can provide snacks, beverages and machines to vend snacks to elementary, middle, high schools and all offices.
6. Company can provide Tier 1 and Tier 2 healthy snacks, healthy beverages and machines to vend snacks to elementary, middle, high schools and all offices.
7. Company familiar, by past experience, with IOM standards, practices, procedures, laws, and regulations.
8. Bidders must be in "Good standing" with the State of Maryland, Office of Taxation and Assessments. Maryland law requires this filing each year regardless of whether the business owns property in Maryland or generates any revenue. Failure to file the Annual Report will lead to the business losing its good standing status and, eventually, forfeiture of the right to do business in the State of Maryland. Bidders may check their status at <https://egov.Maryland.gov/BusinessExpress/EntitySearch/BusinessInformation/>.

B. Company profile, to include:

1. Business contact information (Name, address title, phone, e-mail).
2. How long in business under current name.
3. Resume of lead person(s) for this service, to include related experience.
4. Manpower breakdown - number of personnel by specialty, number of office workers, number of field supervisors, number of field workers. Personnel: Full time and part-time staff, proposed consultants and subcontractors who shall be assigned direct work for this service should be identified and resumes provided that depict relevant experience.
5. The extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources shall be identified. Successful contractor shall be primary and responsible for subcontractor assignment and work products. The selected firms will be required to identify contractors and subcontractors that will actually provide the service.
6. Description of pertinent facilities and type of equipment to include size of office space/warehouse and indicate own or lease.
7. References for three (3) recent vending service contracts of similar size, to include contact person's name, telephone number and email address (this information must be current and accurate – HCPSS will not do further investigation of disconnected or invalid information). The contact person for each contract should be able to comment on your firm's ability to provide the service and their impression on how well your firm fulfilled its obligations. Special notation must be made stating experience with other school districts.
8. Sample of one (1) current service contract (1), or other related documents.
9. Statement of principals of ownership or investment in other corporations, partnership, or businesses of any nature - state name of business, nature of business, principals' involved, and nature of involvement.
10. Statement as to business and/or principals' involvement in any legal action pending or resolved regarding failure to perform in the state of Maryland during the previous three years, furnish details and outcome.
11. Main office and branch office locations, noting street address and city, state, and zip code
12. Statement of ability to comply with the insurance requirements identified under Appendix A.

C. Technical Information

Each respondent is required to fully answer all questions in each category listed below.

1. Scope of Services; Summarize the scope of services (hours of operation, day to day operations, new customer implementation, machine installation, replenishment schedule, dead stock tracking and replacement procedures, reimbursement procedures, maintenance and or repair, training, etc.) offered by your firm for this vending service.
2. List of Products; Provide a list of all snacks, healthy snacks, beverages, healthy beverages, and beverage products available for purchase including the nutritional information and ingredients, unit size, pack size, case quantity, and cost for each item. Offeror choosing Option 1 shall include all Tier 1 and Offerors choosing Option 2 shall include Tier 2 snacks and beverages available for consumption.
3. Reports: The Vendor shall provide a sample of the reports that will be provided with their proposal.

4. Equipment: Vendors shall include brochure(s) with their proposal that provide a complete description with detailed specifications of vending machines being offered under this contract. Quality, attractiveness and user features of machines proposed shall be considered in the evaluation. Failure to provide machine information as required may result in automatic disqualification.
5. Training Provisions: Describe your firm's proposed approach to providing technical training for facility personnel.
6. Commission Percentage: Contractor shall indicate in their proposal the commission percentage rate they will offer the HCPSS monthly for products sold in their vending machines. Contractors shall base the commission percentage offered on the monthly and yearly gross revenue from all items offered, from all machines at all locations. A monthly commission statement and payment shall be made to the HCPSS by the 15th of each month.

D. **Financial Information**

Only upon request, every contractor will be required to submit a financial statement, and other financial data, in a separate sealed envelope labeled "Financial Statement and Data." Requested information shall be provided within 48 hours of the request.

1. Financial Statement

- a. Two copies of said statement are sufficient for each firm. The financial statement must be certified by the owner, partner, or officer of the firm, or by a certified public accountant. Financial statements will not be required, at submittal deadline time, from firms who are individuals, or from firms who are proposed for less than \$10,000 of services. However, the school system reserves the right to solicit this information at any time, if said information is deemed relevant.

2. Other Financial Data

- a. Any other financial data that is specifically requested by the school system or deemed appropriate by the consultant shall be submitted in single copy and included within the Financial Statement and Data envelope.

3. Financial Submittal Requirement

In the Financial Statement and Data envelope, the consultant must submit a letter addressed to the school system setting forth the evidence that:

- a. That the contractor has financial capacity to provide the services; and,
- b. The contractor has measures of protecting the school system against errors and omissions. Failure of the contractor to submit satisfactorily to this requirement may result in the school system rejecting the submittal.

E. **Insurance Requirements (Appendix A)**

1. The contractor has in force, or shall obtain, and will maintain insurance for the full term of the contract (including any executed renewals) in not less than the amounts specified and accordance with the requirements contained in APPENDIX A, INSURANCE REQUIREMENTS.
2. The contractor shall provide proof of insurance for the equipment/property damage and product liability with their proposal and will provide updated copies as needed and/or requested by the HCPSS.

F. **Minority Outreach, MBE Participation Schedule (Appendix D)**

1. The respondent shall provide the name, address, MDOT Certification number, etc. for all MBE Contractors the respondent intends to utilize for the service provided.

G. Affidavit and Non-Collusion Certification (Appendix E).

V. SUBMITTAL EVALUATION AND SELECTION PROCESS

A. Submittal Evaluation and Selection

1. The HCPSS will evaluate proposals on the basis set forth in this section. A contract may be awarded to the contractor(s) whose submittal best meets HCPSS/ requirements and needs at the time of the award.
2. Proposals shall comprehensively address all of the desired services outlined in the RFP and shall demonstrate the successful performance of similar contracts by the contractor making the submittal, and shall offer the most cost effective submittal for the desired services.
3. Proposals shall be evaluated by a Selection Advisory Committee that may request additional technical assistance from any source. The committee shall first review each submittal for compliance with requirements of the Request for Proposal. The committee may recommend that the HCPSS waive minor irregularities in order to assure quality of service in the remaining areas and if it determines that, the decision is in the best interests of HCPSS.
4. **Once the technical scores have been tabulated only those who achieve at least 70% of the available technical points will be placed on the short list of technically approved providers.** Each of the short-listed providers will proceed to the second phase of the evaluation. The Cost Proposal Sheet – Appendix F of those responsible Offerors will be reviewed by the committee and scored based on a maximum of 20 points. Cost Proposal Sheets shall only be viewed from approved short-listed offerors that have been selected by HCPSS Evaluation Committee to proceed to the second phase. Those offerors not achieving at least 70% of the available technical points will not be considered further.
 - a. The total technical points and the total Cost Proposal Sheets points for each short-listed provider will be added together. The basis of award will be to the responsive and responsible Provider that has the highest combined total points (Technical Submittals, Cost Proposal Sheet).
5. Based on the results of the preliminary evaluation, the highest rated Offerors may be invited by the Purchasing department to make oral presentations to the Selection Advisory Committee. This committee shall then conduct a final evaluation of the proposals. The Selection Advisory Committee shall then negotiate a contract with the highest rated bidder(s) At this time, the bidder and the Selection Advisory Committee may negotiate any changes desired in the offer if deemed in the best interest of HCPSS. If a satisfactory contract cannot be negotiated with the highest qualified bidder(s), negotiations shall be formally terminated. Negotiations shall then be undertaken with the second rated bidder and so on.
6. The Purchasing department may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
7. Bidders are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the Purchasing department, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which bidders are capable of submitting to HCPSS. Should proposals submitted require additional clarification and/or supplementary information, bidders should be

prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

8. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal shall be classified as "acceptable". Proposals found not to be acceptable shall be classified, as "unacceptable" and no further discussion concerning same shall be conducted.
9. Debriefing of unsuccessful bidders shall be conducted upon written request submitted to the Purchasing Office within a reasonable time. A debriefing shall be scheduled at the earliest feasible time AFTER CONTRACT AWARD by the Board of Education. The debriefing shall be limited to a discussion of the unsuccessful bidder's technical offer only and shall provide information on areas in which it was deemed weak or deficient.

B. Basis For Award

1. The Howard County Public School System reserves the right to award the contract in the aggregate, by individual service, or any combination, whichever is in the best interest of the HCPSS or to make multiple awards in a primary, secondary manner depending on the capacity of the awarded vendors to service the school system.
2. The school system will select the best-qualified vending contractor(s) to provide vending equipment and services to the HCPSS.
3. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The committee shall conduct a preliminary evaluation of all proposals based on the information provided with the statement of qualifications, and the evaluation criteria listed below.
4. ***The following factors shall be considered in the selection of Vending Contracted Services for this contract,***
 - A. The committee will use the following criteria and weighing in preparing its technical evaluation of each qualifying submittal:
 1. ***Qualifications and Vending Experience – 30%***
 - Qualifications and experience of vending contractor with vending contracts and services similar to the school system's needs.
 - Quality of vending equipment and performance on past vending service contracts.
 - Experience with vending services in a school system to include, elementary, middle and high school vending areas.
 - Ability to provide Tier 1 and Tier 2 snacks and beverages.
 - Conformance to specifications.
 2. ***Contract Management –25%***
 - Clear assignment of responsibility for various vending tasks to specific individuals.
 - Ability to effectively manage vending services, re-stocking and service schedule.

- Method of monitoring and reporting consumption, servicing equipment, tracking of services on past vending contracts.
- Service and maintenance approach on past vending service contracts.
- Product reimbursement policy and procedures.
- Quality of sample consumption and commission reports

3. **Technical Approach –25%**

- Clarity, organization, and level of detail included in scope of services.
- Technical approach, including methods of tracking product consumption, analysis and understanding of vending systems.
- Proposed training for facility staff.
- Approach to vending operations, service of equipment and maintenance schedules.

B. The committee will use the following criteria in weighing of the Cost Proposal Sheet for top firms whose technical proposal has received ***the required 70% minimum or better technical score***:

1. **Cost Proposal Sheet – 20%**

- Cost of vended product, variety of products offered.
- Commission Offered

VI. TERMS AND CONDITIONS

1. CONTRACT AWARD

Any award to furnish services to The Howard County Public School System (referred to as "HCPSS") shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these terms and conditions.

2. WAIVER OF RIGHT TO BID ON OTHER CONTRACTS

The contractor agrees that it and its parent, its affiliates and subsidiaries, if any, waive the right to bid on any procurement contracts, of any tier, resulting from the services to be provided under this agreement.

3. INITIATION OF WORK

The contractor shall not commence performance of the services until it receives a formal written notice to proceed from HCPSS.

4. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The contractor shall be responsible for any personnel injury, loss of life, and damage to or loss of property arising from or related to consultant's activities or those of its subcontractors, agents, or employees in connection with the services required under this agreement. The contractor shall indemnify and save harmless HCPSS, its elected officials, officers, agents and employees from and against all claims, suits, demands, judgments, expenses, actions, damages and costs of every name and description, including but not limited to attorney's fees arising out of or resulting from its negligent or wrongful performance or failure of performance of the services of

the contractor under this agreement or the activities conducted or required to be conducted by the contractor under this agreement, including its subcontractors, agents, or employees.

5. BILLING AND PAYMENT

The contractor shall submit invoices to the Howard County Department of Education, (Name of Department), 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: (Name of Contract Manager), at the completion of each job. Invoices must contain the following information:

- a) Purchase Order Number
- b) Name of school
- c) Description of work along with quantities
- d) Start date and completion date
- e) Itemized breakdown of project costs to include labor and materials.
- f) Total due

6. INSURANCE

The contractor has in force, or shall obtain, and will maintain insurance for the full term of the contract (including any executed renewals) in not less than the amounts specified and accordance with the requirements contained in APPENDIX A, INSURANCE REQUIREMENTS.

The awarded contractor shall reimburse, indemnify and hold harmless the Board for all loss to the Board, including attorney's fees and cost resulting from negligence of the contractor in the performance of this contract, and for all loss to the Board resulting from non-performance thereof, except those losses otherwise specifically excluded by the Board.

7. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such provisions for services successor to the contractor, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPSS and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPSS.

8. CHANGES ALTERATIONS, OR MODIFICATIONS IN THE SERVICES

- A. HCPSS shall have the right, at their discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the contractor or in the contract cost thereof.
- B. If such changes cause an increase or decrease in the contractor's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the contractor for adjustment under this clause must be asserted in writing with 30 days from the date of receipt by the contractor of the notification of change unless the contract manager or his duly authorized representative grants a further period of time before the date of final payment under the contract.
- C. No services for which an additional cost or fee will be charged by the contractor shall be furnished without prior written authorization of HCPSS.

9. DELAYS AND EXTENSIONS OF TIME

The contractor shall prosecute the work continuously and diligently and no charges or claims for damages shall be made by the contractor for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HCPSS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the contractor.

10. REMEDIES AND TERMINATION

- A. **Correction of Errors, Defects, and Omissions** - The contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPSS. The acceptance of the work set forth herein by HCPSS shall not relieve the contractor of the responsibility.
- B. **Set-Off** - HCPSS may deduct from and set-off against any amounts due and payable to the contractor any back-charges or damages sustained by HCPSS by virtue of any breach of this agreement by the contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the contractor of liability for additional construction and design or other costs, expenses, and damages resulting from a failure to satisfactorily perform the services. Nothing herein shall limit the liability of the contractor for damages and HCPSS may affirmatively collect damages from the contractor.
- C. **Termination for Default** - If the contractor fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the contract, HCPSS 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 HCPSS's option, become HCPSS property. HCPSS 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 HCPSS can affirmatively collect damages.

- D. **Termination for Convenience of HCPSS** - HCPSS may terminate all or any part of the work required under this contract for the convenience of HCPSS. In the event of such termination, the contract manager shall determine the costs the contractor has incurred to the date of termination and such reasonable costs associated with the termination. HCPSS shall pay such costs as determined by the contract manager to the contractor together with reasonable profit reasonably earned by the contractor to the time of termination but not to include any profit not earned as of the date of termination.
- E. **Obligations of Consultant upon Termination** - Upon notice of termination as provided in Paragraphs C and D above, the contractor shall:
- a) Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.
 - b) Take such action as may be necessary to protect the property of HCPSS, place no further orders or subcontract, assign to HCPSS in the manner and to the extent directed by HCPSS all of the right, title and if ordered by HCPSS possession and interest of contractor under the orders or subcontracts terminated.
 - c) Deliver to HCPSS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the contractor which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPSS. Title to such items shall be transferred to HCPSS.

- F. **Remedies Not Exclusive** - The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

11. RESPONSIBILITY OF CONTRACTOR

- A. The contractor shall perform the services with that standard of care, skill, and diligence normally provided by a contractor, in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by HCPSS, the contractor shall be responsible for professional and technical accuracy of its work furnished by the contractor under this agreement.
- C. HCPSS's review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the contractor shall be and remain liable to HCPSS in accordance with applicable law for all damages to HCPSS caused by the contractor negligent performance of any or the services furnished under this contract.
- D. The rights and remedies of HCPSS provided for under this contract are in addition to any rights and remedies provided by law.

12. DISPUTES; GOVERNING LAW

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question concerning a question of fact shall initially be referred to the HCPSS Contract Manager. Any claim, dispute, or other matter in question concerning a question of fact referred to the Contract Manager that is not disposed of by agreement shall be referred to the purchasing officer, HCPSS, who shall reduce his decision to writing and mail or otherwise furnish a copy to the contractor. The decision of HCPSS shall be final and conclusive.

The contract shall be governed by the law of the State of Maryland and nothing in this contract shall be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law.

13. EXAMINATION OF RECORDS

The contractor agrees that the auditor of HCPSS or any of their duly authorized representatives shall, have four (4) years after the final renewal expiration date under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the contractor involving transactions related to this contract.

14. DISSEMINATION OF INFORMATION

During the term of this agreement, the contractor shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without the prior written approval of the HCPSS contract manager.

15. NON-HIRING OF EMPLOYEES

No employee of the Board of Education of Howard County or any department, commission, or agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while such employee, become or be an employee of the party or parties hereby contracting with said HCPSS, or any department, commission, agency or branch thereof.

16. CONTINGENT FEE PROHIBITION

The contractor warrants that they have not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, to solicit or secure this agreement, and that they have 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.

For breach or violation of this warranty, HCPSS shall have the right to terminate this agreement without liability, or, at its discretion, to deduct from the contract price or consideration, or percentage, brokerage fee, gift or contingent fee.

17. MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS

Funds have been set-aside for the anticipated term of this contract. Should, for any reason, the contractor's work extends beyond the current fiscal year, this contract will be subject to termination in accordance with the Termination for Convenience Section, if the Board of Education of Howard County fails to appropriate funds for any fiscal year for the future performance of the contract.

HCPSS, however, reserves the right to negotiate with the contractor to perform additional tasks not specified in this RFP that may be required in order to assure that the contractor's recommendations are implemented and are having the desired effects.

18. COMPLIANCE WITH LAW

The consultant hereby represents and warrants:

- A. That 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. That it is not in arrears with respect to the payment of any monies due and owing the county or state, of any department or agency 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 agreement.
- C. That it shall comply with all federal, state, and local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- D. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this agreement.
- E. That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

19. STAFF

The contractor shall utilize the personnel named and/or otherwise identified in its submittal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the contractor's employ, or similar reasons, the contractor shall promptly submit to the contract manager, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the contract manager.

20. ADHERENCE TO SCHOOL SYSTEM POLICIES AND STATE AND FEDERAL REGULATIONS

The contractor understands that HCPSS shall not be required to act contrary to the school system policies or unreasonably interfere with the school system operations. The contractor and any sub-

contractor personnel assigned to this project must be cognizant and abide by school system policies and operating procedures at all times. Health and safety policies and procedures will not be compromised. Proposed programs must not violate or conflict with the school system policies and procedures. Moreover, the contractor shall be cognizant and enforce all federal and state regulations and policies and all proposals and subsequent work shall adhere to known regulations and policies.

21. OPTIONAL USE OF CONTRACT

Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore 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 limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

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. 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 contractor.

22. SEX OFFENDER NOTIFICATION

Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procurement Article, §11-704. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procurement Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

Each contractor shall screen their workforces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled

access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.

The contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that employee complies with the requirements.

CRIMINAL HISTORY BACKGROUND CHECKS

All employees, agents, or representatives of the awarded contractor who will be performing work on any phase of the contract arising out of this bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, must provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government.

At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the contractor be barred from school system property.

23. ETHICS REGULATIONS

The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with The Howard County Public School System. For a copy of the regulations, please contact the Purchasing Office, Howard County Department of Education (410) 313-6644.

24. DEBARMENT STATUS

By submitting their proposal, the bidder(s), certify that they are not currently debarred by the State of Maryland or another governmental entity from submitting bids or proposals on contracts for the type of products or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

25. ASSIGNMENTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Howard County Public School System. Unless the performance is expressly waived in writing by the Howard County Public School System, an assignment does not release the contractor from responsibility for performance of this contract. Assignment or subcontracting without the written approval of the Howard County Public School System will be cause for termination.

26. SUBCONTRACTORS

In the event that some or all of the professional services under this agreement are assigned to one or more subcontractors with the permission of the HCPSS, the contractor must advise the HCPSS Contract Manager of the current names and addresses of all subcontractors and shall verify that all subcontractors adhere to all requirements and responsibilities under this contract including, but not limited to, professional licensure and insurance requirements. Contractors and its subcontractors shall remain jointly and severally liable to the Board for any breaches, act, or omissions committed by a subcontractor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the HCPSS.

27. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

The Board of Education of Howard County maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises. Repeated use or sale of tobacco on HCPSS property, or any use or sale of alcohol, misuse of other drugs, or any use of illegal drugs by a contract employee while servicing this contract or while on HCPSS property will result in a prohibition of that employee from servicing the HCPSS contract. Repeated instances of violations by contract employees may result in a default ruling and lead to contract termination.

28. RIGHT TO ASSIGN WORK

The school system reserves the right to obtain separate contracts through its normal procurement process according to the best interests of the school system.

29. SPECIFICATIONS AND SCOPE OF WORK

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

30. INDEMNIFICATION

The awarded contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of contractors acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Furthermore, any acts on the part of any agent, director, partner, servant or employee of the contractor are deemed to be the contractor's acts. Contractor agrees to indemnify and hold harmless the Howard County Public School System and its Board of Trustees, Employees, Agents and Students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the contractor's performance under this agreement. The indemnification obligation of the successful contractor shall include, but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition, the indemnification obligation of the successful contractor shall cover the acts or omissions of any subcontractors hired by the successful contractor. Furthermore, the indemnification obligation of the successful contractor shall survive termination of the contract for any reason.

31. PERMITS, CODES AND LAWS

All work shall be in accordance with all State, County, Federal, and Governmental rules, regulations and laws. The contractor is responsible for assuring that all of their employee and services provided under the contract follow and comply with any such requirements pertaining and applicable to the service being provided under this contract. All costs to comply with these requirements shall be paid by the contractor and included in the contractors bid price.

32. MATERIAL SAFETY DATA SHEETS

Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, where applicable, MSDS for the products supplied or used as a result of this contract must be attached to each shipment of product as well as mailed to:

The Howard County Public School System

MSDS must show the contract number under which the products were supplied or used and certify that no asbestos containing products have been installed.

33. BEHAVIOR OF CONTRACTOR EMPLOYEES

Howard County Public School System (HCPSS) is committed to providing a work and study environment that is free from discrimination and harassment based on race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the contractor. This prohibition extends to such harassment.

It should be assumed that all sexual behavior by the contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also insure that all or their representatives who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The contractor's employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies, which shall include those regulations relating to safety, security and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.

34. CONTRACTOR SUPERVISORY RESPONSIBILITIES

The contractor shall be responsible for supervising and directing the work under this contract and all subcontractors, using best skill and attention. The contractor will assure that all subcontractors and its own employees abide by all of the Howard County Public Schools policies and procedures and the terms and conditions of this contract. Subcontractors who perform work under this contract shall be responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees. The contractor will be responsible for ensuring that the supervisor or lead worker, including subcontractors, can communicate with HCPSS staff in English in fulfilling the terms of the contract.

35. RIGHT TO STOP WORK

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

36. PROPOSALS FIRM FOR 120 DAYS

Proposal prices shall remain firm for one hundred twenty (120) calendar days from the date of opening.

37. LICENSES AND QUALIFICATIONS

Bidders must be licensed to do business in the State of Maryland and shall submit proof upon request.

HCPSS reserves the right to require that the contractor demonstrate that it has the skills, equipment and Other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.

38. IDENTIFICATION AND SIGN-IN

All contractor and subcontractor personnel, working in or around HCPSS buildings, shall have a valid driver's license or photo ID in their possession at all times and wear appropriate distinctive uniform clothing while on the school system's premises. All personnel will be required to sign-in and out of HCPSS buildings each time, they visit.

39. NON-DISCRIMINATION IN EMPLOYMENT

The HCPSS does not discriminate based on race, color, creed, national origin, religion, physical or mental disability, age, gender, marital status, or sexual orientation in matters affecting employment or in providing access to programs. For more information, contact the Equity Assurance Office of the Howard County Public School System at 10910 Clarksville Pike, Ellicott City, MD 21042 or call 410-313-6654.

40. BINDING AGREEMENT

This agreement supersedes any and all understandings or agreements, either oral or written, between the Board and the contractor, and constitutes the entire binding agreement upon the parties and their respective successors.

41. INDEPENDENT CONTRACTS

It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association between the parties.

42. PRICE ADJUSTMENTS

The Howard County Public School System will only consider adjustments on labor rates based only upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards. Requested increases above a 10% cap will not be considered. In order to receive consideration for a price increase, the contractor must submit to The Howard County Public School System, sixty (60) days prior to the contract expiration date, a statement of any change in the hourly rate wage actually to be paid to its employees during the renewal term. Adjustments will be calculated by comparing the current index with the previous year's index so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.

The Howard County Public School System will also consider adjustments based on fees outside of the control of the contractor, such as manufacturer price increases. However, such increases will be a "pass through" to the Howard County Public School System with no mark-up allowed. For such changes to be considered by the Howard County Public School System, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the contractor. The Howard County Public School System will then review the request and advise the contractor of approval or disapproval of the price change request. Price increase requests will not be considered if not accompanied with the proper information.

43. WORKING HOURS

Regular hours of work shall be determined by the school point of contact at each location depending on the ability to access areas without disruption to school activities.

Regular Hours for deliveries shall be between, 7:00 am to 4:00 pm, Monday through Friday. The contractor shall perform the work under this contract at the school site in the presence of HCPSS employees when applicable. The school system reserves the right to inspect the contractor's premises at any time.

44. ASBESTOS MATERIALS

No products shall contain asbestos.

Bidders/Contractor may be required to submit documentation stating that the products ordered, provided or supplied under this contract do not contain asbestos.

Any products from the bidder/contractor found to be containing asbestos shall be promptly removed from HCPSS property at the expense of the bidder/contractor. Credit for the product removed will be issued at the price paid. Bidder/Contractor shall be responsible for any disposal and removal costs.

45. FINAL CLEANING

Upon completion of the work specified in the contract and before final payment will be made, the construction area and all other adjoining areas occupied by the contractor during the construction of said contract shall be cleaned of all surplus and discarded materials, spilled materials, and excess materials left from the permanent work as a result of the contractor's operations. The adjoining areas mentioned above will be reshaped, seeded, and mulched, or otherwise restored, as they existed prior to work.

Cleaning shall include the cleaning of the debris collected above the ceiling tiles to include but not limited to the following: the top surface of the ceiling tiles, ceiling tile grid, ductwork, equipment and joints/beams as a result of the work.

HCPSS office of Custodial Services shall give final approval of all cleaned areas. Contractor shall be fully responsible for correcting deficiencies in cleanliness at no additional cost to the HCPSS including but not limited to providing labor, equipment, supervision and cleaning services.

46. WARRANTY

All products shall minimally carry a standard factory warranty against defects in parts and workmanship for the period stated in the manufacturer's specifications and/or for a minimum of one year. Upon completion the contractor shall submit a manufacturer's warranty when applicable. All labor shall minimally carry a warranty against workmanship for a minimum of one year.

The successful contractor warrants that all merchandise dispensed in relation to this contract will be suitable for human consumption and in particular will conform to federal, state and local laws, rules and regulations. The contractor agrees to hold HCPSS harmless from damages that may result from its failure to abide by this warranty.

47. CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Upon completion of a service/project or at any time during the service/project, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the service/project. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation,

Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.

A contractor shall have up to 3-weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future service/projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

I. Policy Statement

The Board of Education of Howard County recognizes the connection between health and wellness and student achievement and that students need nourishing foods and physical activity in order to grow, learn, and thrive. The Board recognizes its responsibility to provide a safe and healthy learning environment for all students. The Board recognizes that staff wellness is also an integral part of a healthy school environment and believes that promoting staff wellness fosters improved health status, improved morale, greater commitment to the health of students, and positive role modeling opportunities.

The Board further acknowledges the necessity for the Howard County Public School System (HCPSS) to ensure a coordinated approach to school health. The Board acknowledges the necessity to ensure that the school environment promotes and protects students' ability to learn by providing nutrition education, physical activity, and a variety of healthy food and beverage choices. The Board believes schools have a responsibility to help students develop the skills, knowledge, and attitudes necessary to adopt and maintain a healthy lifestyle.

II. Purpose

The purpose of this policy is to provide direction to HCPSS staff regarding staff and student wellness through nutrition education, physical education, physical activity, and the selection of nourishing foods and beverages and to fulfill the requirements of the Healthy Hunger-Free Kids Act of 2010.

III. Definitions

Within the context of this policy, the following definitions apply:

- A. Comprehensive School Health Education – A sequential curriculum that addresses the physical, emotional, and social dimensions of health; develops knowledge, attitudes, and skills regarding health; and is tailored to the developmental level of children.
- B. Concessions – Foods sold on school property at events such as sports where members of the public make up a substantial portion of the customers.
- C. Coordinated School Health – A systematic approach to improving the health and well-being of all students so they can fully participate and be successful in school.

Coordinated school health typically integrates health promotion efforts across eight interrelated components that already exist to some extent in most schools. These components include health education, physical education, health services, nutrition services, counseling, psychological and social services, healthy and safe school environments, staff wellness, and family and community involvement.

- D. Curriculum – The prescribed elements of programs and courses which state clearly and specifically what students are expected to know and be able to do, how well they will be able to do it, how they will meet the learning objectives, and by what means they will be assessed.
- E. Extracurricular Activities – Activities available to students beyond the regular school day which are voluntary and are not required for satisfactory completion of a particular class.
- F. Healthy Eating Behavior – The federal recommendations for meals, such as making one’s plate half fruits and vegetables, eliminating sugary drinks, and limiting empty calories.
- G. Healthy and Nutrient-Dense Foods – Foods that provide substantial amounts of vitamins and minerals while limiting the amount of sugar, fat, salt, and calories per serving such as fruits, vegetables, whole grains, and low-fat dairy products.
- H. Howard County School Health Council (HCSHC) – An advisory group, which identifies needs, reviews practices, programs and policies, and generally provides advice to the HCPSS and the Howard County Health Department (HCHD) on aspects of child health as defined by the coordinated school health approach.
- I. Institute of Medicine (IOM) Nutrition Standards – Recommendations regarding appropriate nutritional guidelines for consumption of foods at schools.
- J. Interscholastic Athletics – Approved athletic competition between or among two or more high schools.
- K. Intramural Program – An extracurricular activity program within a school that provides students an opportunity to participate in activities that are an extension of the physical education program.
- L. Nutrition Education – Educational strategies designed to facilitate voluntary adoption of food choices and other food- and nutrition-related behaviors conducive to health and well-being.
- M. Physical Education – A sequential curriculum that teaches skills, knowledge, and attitudes which are needed to establish and lead a physically active life.

- N. Recess – Regularly scheduled periods within the school day for unstructured physical activity and play.
- O. School Day – The period from midnight (12:01 a.m.) before to 30 minutes after the dismissal bell for students.

IV. Standards

A. Health and Nutrition Education

Health and nutrition education provides students with opportunities to acquire the knowledge, attitudes, and skills necessary for making health-promoting decisions, achieving health literacy, adopting health-enhancing behaviors, and promoting the health of others.

1. The HCPSS will implement a curriculum in nutrition education as part of the instructional program in comprehensive health education, in accordance with COMAR 13A.04.18.
2. Nutrition education will be included in the health education curriculum each year in prekindergarten–grade 8, and in the high school health education curriculum that enables students to meet graduation requirements and to select a health education elective.
3. The health education curriculum will be aligned with the National Health Education Standards and the Maryland State Health Education Curriculum.
4. Nutrition education will be integrated in appropriate curricular areas.

B. Physical Education

Physical education provides instructional opportunities for students to gain the necessary skills and knowledge for lifelong participation in physical activity.

1. The HCPSS will implement a curriculum in physical education in accordance with Maryland State Physical Education Curriculum, COMAR 13A.04.13, and the Fitness and Equity Act 2008.
2. Physical education will be provided each year for all students in prekindergarten–grade 8.
3. In grades 9–12, program offerings will be provided to enable students to meet graduation requirements and to select physical education electives.

4. Under the Maryland State Board of Education regulations, the physical education curriculum will be modified if a student's physical limitation or medical condition warrants such accommodation rather than exemption from physical education.

C. Physical Activity

Physical activity opportunities will be offered throughout the school day to support student learning and achievement.

1. Recess will be a daily component of all elementary and middle school students' physical, social, and academic development.
2. Recess will provide an opportunity for students to take a break from classwork, engage in play with their peers, and participate in unstructured activities.
3. Staff members will not deny participation in recess or other physical activity opportunities as a form of discipline or punishment unless the safety of students is in question.
4. Physical activity will not be used as a punishment (e.g. running laps or doing push-ups).
5. All staff will be provided professional development on physical activity breaks and encouraged to incorporate physical activity into classroom instruction.
6. All middle school students will have the opportunity to participate in intramural sports and other physical activities which will be provided by each middle school.
7. Each high school will provide an interscholastic athletic program in accordance with Policy 9080 Interscholastic Athletic Program and Policy 9070 Academic Eligibility for Extracurricular Activities.
8. The HCPSS will promote using school facilities outside of school hours for physical activity programs offered by community-based organizations. Priority for space within school buildings will be given to school-sponsored activities and community-based activities in accordance with Policy 10020 Use of School Facilities.

D. Nutrition Services; Foods and Beverages

The HCPSS will provide access to a variety of nutritious and appealing meals that accommodate the health and nutrition needs of all students. The following standards apply to all foods and beverages made available to students at school during the school day.

1. General

- a. All foods will meet safety guidelines (as outlined in the Howard County Health Department Regulations).
- b. Foods and beverages will not be consumed as part of the instructional program except as defined in the curriculum and/or when indicated in a student's Individualized Educational Program (IEP) or 504 Plan.
- c. Foods and beverages will not be offered as a reward or withheld as punishment, except when indicated in a student's IEP or 504 Plan.
- d. All students and employees will have free access to clean and safe drinking water throughout the school day and at after-school activities. The HCPSS promotes the consumption of water as an essential element that plays a role in overall health and wellness.
- e. Foods and beverages will comply with the IOM Nutrition Standards.

2. School Meals

- a. The HCPSS will provide the opportunity for all students to begin the school day with a nutritious breakfast.
- b. The HCPSS School Food and Nutrition Service Office, in consultation with the HCPSS registered dietitian, will make meal pattern lunches available to students each day that school is in session (including early dismissal days), as well as a la carte and snack/dessert items.
- c. School nutrition programs will reflect the U.S. Dietary Guidelines for Americans, the Healthier US Schools Challenge Standards, and the IOM Nutrition Standards. Nutritional information will be posted on the HCPSS School Meals website.

3. Other Foods and Beverages

- a. A la carte and snack/dessert items sold by the Food and Nutrition Service will be reviewed by the HCPSS registered dietitian and meet the guidelines from the IOM Nutrition Standards. Nutritional information will be posted on the HCPSS School Meals website.
- b. School celebrations involving foods and beverages may be permitted by the principal no more than twelve times per year after the end of the last lunch period. Schools are encouraged to develop alternatives to the use of foods and beverages for celebrations.

- c. All foods and beverages sold in vending machines that are accessible to students will meet the IOM Nutrition Standards.
 - d. Clubs and organizations authorized to raise money on school property using order forms for foods and beverages to be consumed off of school property are encouraged to offer healthier options. Clubs and organizations are also encouraged to consider fundraisers that do not involve foods and beverages.
- E. Staff Health and Wellness
- 1. The HCPSS will provide opportunities for staff members to improve their health status through the HCPSS Commit To Be Fit Employee Wellness Program which includes activities such as health assessments, health education, and health-related fitness activities.
 - 2. The HCPSS Commit To Be Fit Employee Wellness Program will be overseen by the Employee Wellness Council consisting of representatives from all employee groups.
 - 3. All staff members are encouraged to model healthful eating and physical activity.

V. Responsibilities

- A. The Superintendent/Designee will provide an annual report on the implementation of the policy.
- B. The Superintendent/Designee will ensure that any subsequent changes to this policy are reported to the MSDE.
- C. The Superintendent/Designee will develop, implement and monitor a process for the development and review of the HCPSS's curriculum and assessment programs that complies with state and local requirements and provides sufficient academic rigor for students.
- D. The Superintendent/Designee will provide for annual notification of this policy and procedures to staff, students, parents, and the community.
- E. The Superintendent/Designee will ensure that opportunities for physical activity are provided during the school day in accordance with this policy.
- F. The Superintendent/Designee will oversee school implementation and compliance with this policy, including:
 - 1. Provide technical assistance and support to assist schools with implementation of the policy and improve programming functions.

2. Ensure schools are offered support services through various departments including the Food and Nutrition Service, Physical Education, and Health and Physical Education, to ensure the full implementation of this policy.
 3. Establish a process for identifying and distributing resources made available by qualified agencies and community organizations for the purpose of collaborating with schools and community organizations such as Boosters, the Community Advisory Council (CAC), and the PTA Council of Howard County (PTACHC) to enhance implementation of this policy.
 4. Establish a process to gather feedback from individual schools, community partners, students, and parents on the implementation of the policy.
 5. Conduct periodic evaluations and report on systemwide and individual schools' compliance with the policy.
 6. Conduct periodic, systemwide review and assessment of this policy and other related Board policies on their effectiveness and, based on this assessment, propose policy revisions.
- G. Each school principal will ensure that a School Wellness Team is formed annually to spearhead health and wellness initiatives at the school that are in compliance with this policy. The principal will establish a system to annually identify School Wellness Team members which may include parents/guardians, teachers of physical education, classroom teachers, school nurses/assistants, students, school administrators, and community health and wellness partners.
- H. Each school principal will annually designate a school employee to serve as the School Wellness Champion who will:
1. Lead and coordinate their school's efforts to increase healthy eating and physical activity for students.
 2. Serve as the liaison for their respective school's policy implementation and reporting.
 3. Establish and lead a School Wellness Team that develops goals, strategies, and initiatives for student health, wellness, and physical activity during the school year.
- I. Each school principal will provide annual updates to the Superintendent/Designee regarding the school's health and wellness initiatives and the school's implementation of this policy.
- J. The Howard County School Health Council, which serves in an advisory capacity, will provide feedback annually to the Board.

- K. The HCPSS will report the number of schools that meet the HealthierUS Schools Challenge at the conclusion of each award cycle. Additional annual school progress measures may be developed to track progress on implementation of Coordinated School Health.
- L. The Food and Nutrition Service Office and school principals will ensure that all foods and beverages made available to students in schools or through school-sponsored events, from 12:01 a.m. until the end of the school day, are in compliance with this policy.
- M. Professional development on the implementation of this policy will be provided as part of the regular professional development program for staff.

VI. Delegation of Authority

The Superintendent is authorized to develop procedures for the implementation of this policy.

VII. References

- A. Legal
 - National School Lunch Act, Public Law 79-396, Section 9 amended
 - Child Nutrition and WIC Reauthorization Act of 2004, Public Law 108-265, Section 204
 - 7 CFR 210-11, Foods of Nutritional Value
 - 7 CFR 220.12, Competitive Food Services
 - COMAR 13A.04.13 Maryland State Physical Education Curriculum
 - COMAR 13A.04.13.01 Requirements for Physical Education Instructional Programs for Grades K-12
 - COMAR 13A.04.18 Program in Comprehensive Health Education
 - COMAR 13A.05.05 Programs of Pupil Services
 - COMAR 13A.05.05.05-.15 Regulations for School Health Services
 - COMAR 13A.06.03 Interscholastic Athletics in the State
 - COMAR 13A.06.04 Corollary Athletic Programs
 - Maryland State Student Health Promotion Act of 2005
 - Fitness and Equity Act 2008
- B. Other Board Policies
 - Policy 2050 Advisory Committees to Staff and Schools
 - Policy 2060 Advisory Committees to the Board of Education
 - Policy 4020 Fund Raising
 - Policy 5200 Pupil Transportation
 - Policy 6020 School Planning/School Construction Programs
 - Policy 7120 Coaches and Advisors of High School Extracurricular Activities
 - Policy 8000 Curriculum
 - Policy 8090 Non-School-Hour Curricular Programs
 - Policy 9070 Academic Eligibility for High School Extracurricular Activities

Policy 9080 Interscholastic Athletic Program
Policy 10000 Parent, Family and Community Involvement
Policy 10010 Distribution and Display of Materials and Announcements
Policy 10020 Use of School Facilities

- C. Relevant Data Sources
 - Annual Report on Implementation of Policy 9090 Wellness Through Nutrition and Physical Activity
 - Lifetime Fitness Course Assessment
 - Trend data for Fitnessgram
 - Maryland Youth Tobacco and Risk Behavior Survey (CDC)
 - Maryland Hunger Solutions – School Breakfast in Maryland’s Counties Policy Brief
 - Maryland Hunger Solutions – The Federal Nutrition Programs in Howard County Report

- D. Other
 - HCPSS Student Code of Conduct
 - HealthierUS Schools Challenge Standards
 - Howard County Health Department Regulations
 - Institute of Medicine (IOM) Nutrition Standards
 - Maryland State Department of Education, School and Community Branch, Management and Operations Memorandum (MOM) #12
 - Health Department Hazard Analysis Critical Control Points (HACCP)
 - USDA Regulations for Child Nutrition Programs
 - U.S. Dietary Guidelines for Americans

VIII. History

ADOPTED: March 23, 2006
REVIEWED:
MODIFIED: September 17, 2015
REVISED: July 1, 2006
 October 11, 2007
 May 13, 2010
 April 10, 2014
EFFECTIVE: September 17, 2015

WELLNESS THROUGH NUTRITION
AND PHYSICAL ACTIVITY

Effective: June 8, 2017

I. Implementation Procedures Statement

Coordinated school health is a systematic approach to improving students' health and well-being so they can participate and succeed in school. Developing habits for healthy eating and regular physical activity can have a lifelong positive impact on students' health. A coordinated approach calls for the Board of Education, Superintendent, and staff to work together, engage families and communities, and commit to consistent modeling of healthy behaviors. Attention to the physical, social, emotional, and mental health of our student body involves the entire community, including students, parents, counselors, teachers, health professionals, community organizations, administrators, and more.

In order to successfully implement this policy, the Howard County Public School System (HCPSS) is committed to engaging and educating the community, staff, and students of the importance of health and well-being to academic achievement.

II. Health and Nutrition Education

- A. Students in prekindergarten–grade 12 will receive health education in multiple formats with opportunities to acquire the knowledge, attitudes, and skills necessary for making health-promoting decisions, achieving health literacy, adopting health-enhancing behaviors, and promoting healthy lifestyles.
- B. The health education curriculum will include nutrition education for students in prekindergarten–grade 8 and in a required high school health education course. Nutrition education will provide students with developmentally appropriate, culturally relevant, participatory activities to develop student understanding of the food system and to experience a variety of tastes.
 - 1. At the elementary level, the health education curriculum will be taught by the classroom teacher as one of the five content areas in the elementary curricular program.

2. At the middle school level, the health education curriculum will be taught every other day for one semester, or in a schedule with a comparable number of hours.
 3. At the high school level, the health education curriculum will be taught for one semester (18 weeks) to meet high school graduation requirements.
 4. Nutrition education will develop student understanding of the food system and aid students in experiencing different tastes through programs such as: school gardens, visiting local farms, Days of Taste or similar programs, Department of Agriculture Robinson Nature Center, community college curriculum, and others.
 5. The cafeteria will be utilized as a learning environment to reinforce nutrition education.
- C. Nutrition education will be included in the essential objectives in appropriate elective courses such as Family and Consumer Sciences, Health Education, and Physical Education.
- D. Staff will be encouraged to teach nutrition education through content integration in curricular areas such as science, mathematics, and social studies. HCPSS will provide resources to all teachers on how to integrate nutrition education into the curriculum.
- E. Staff will collaborate with other programs and offices such as the Gifted and Talented Program, and Student Services to deliver nutrition education through classroom, small group, and individual activities.
- F. Nutrition information and resources will be provided to families through newsletters, publications, health fairs, the HCPSS website, and other means.

III. Physical Education and Physical Activity

- A. Physical Education
1. Students at all grade levels will have access to the physical education curriculum.
 2. The HCPSS will implement a physical education curriculum for students in prekindergarten–grade 8.
 - a. The elementary school master schedule will reflect an average of 90 minutes of physical education per week.

- b. The middle school master schedule will reflect 50 minutes of physical education every other day.
3. In grades 9–12, students will receive one-half credit of physical education instruction, the Lifetime Fitness course, to meet graduation requirements. In addition, HCPSS will offer a variety of physical education electives.
4. Physical education staff will receive professional development on an ongoing basis.

B. Physical Activity

With the goal of limiting extended periods of inactivity and to promote learning, staff will receive resources, guidance, and professional development on ways to incorporate physical activity within the school day.

1. Recess
 - a. Each elementary school will provide a 30 minute daily recess, preferably outdoors, during which schools should encourage moderate to vigorous physical activity through the provision of adequate space and equipment. Exceptions may be made by the principal for circumstances such as shortened days, special events, and altered schedules.
 - b. Recess must be adequately and appropriately staffed and supervised.
 - c. At the middle school level, time permitting, schools will provide students with daily opportunity for supervised physical activity.
 - d. Schools will implement recess guidelines for outside recess.
2. Other Physical Activity During School
 - a. All staff will be encouraged to incorporate physical activity breaks whenever possible into classroom instruction.
 - b. HCPSS will provide training that encourages physical activity to aid teachers in implementing physical activity breaks.
 - c. School Wellness Teams will proactively communicate with parents/guardians about the importance of physical activity.
3. Extracurricular and Intramural Programs
 - a. Each middle school will provide an intramural program that offers students an opportunity to participate in sports, games, and/or dance

activities that focus on cardiovascular fitness, muscular strength, endurance and flexibility.

- b. Each high school will provide a comprehensive interscholastic athletic program under Policy 9080 Interscholastic Athletic Program.

IV. Facilities and Equipment

- A. When schools are built or renovated, the design of gymnasium facilities will consider the Physical Education Facilities Guidelines issued by the Maryland State Department of Education (MSDE).
- B. The HCPSS will review its permitting and actual space usage each year to ensure maximum use of school facilities during and after school in accordance with Policy 10020 Use of School Facilities.

V. Nutrition Services; Foods and Beverages

These procedures apply to all foods and beverages made available to students during the school day including but not limited to:

- School Meals Program
- A la carte and snack/dessert items
- Vending machines
- Classroom lessons
- Beverage contracts
- School stores
- Food brought from home for classes or groups of students
- School parties/celebrations

Foods and beverages covered by this policy will comply with the current U.S. Dietary Guidelines for Americans and federal, state, and local laws, including safety and sanitation standards set by the Health Department Hazard Analysis and Critical Control Point (HACCP) plans and guidelines.

- A. Safety and Security Issues Related to Foods and Beverages
 1. Howard County Health Department Regulations (referenced via the Howard County Code) require that food served to the public must be prepared in a licensed facility. The license for the HCPSS School Food and Nutrition Service is not transferable to outside caterers or groups applying for use of the facilities.
 2. For the safety and security of the food and facility, access to the food service facilities is limited to HCPSS Food and Nutrition Service staff.

3. The preparation of foods and beverages during the school day by any group or organization other than the HCPSS School Food and Nutrition Service office is prohibited, except that students may prepare foods and beverages in accordance with the provisions of section V.A.4. of these procedures.
4. Classroom activities that involve cooking are not permitted, except as defined in the curriculum for Family and Consumer Science, Academic Life Skills (ALS), and when indicated in a student's IEP. Any of these activities will not include hazardous foods. Examples of potentially hazardous foods that are excluded from classroom activities include foods made with poultry, meats, fish, rice, eggs, seafood, mayonnaise, dairy products, casseroles, and sauces containing meat.
5. Schools will provide students the opportunity to wash their hands before and after eating meals or snacks.
6. Principals and teachers will request that parents and other individuals avoid bringing foods to school that might cause a food allergic student to have an allergic reaction. (See the HCPSS Guidelines for Management of Students with Severe Food Allergies.)
7. Except as provided in sections V.A.4. and V.E.2., no foods or beverages are to be sold or given without charge to any students in a school from 12:01 a.m. until after the end of the last lunch period except through the School Food and Nutrition Service.

B. Student Rewards

Foods and beverages will not be given as a reward to students or withheld as a punishment, except as provided in a student's Individualized Educational Program (IEP) or 504 Plan. Coupons for food items that are to be consumed off school campus may be given. Outside partners providing coupons are encouraged to offer healthier, nutrient-dense choices (i.e. those that include fruits and vegetables, whole grains, and/or low-fat dairy and foods that limit the sodium, fat, sugar and calories per serving). Informational resources on the Institute of Medicine (IOM) Nutrition Standards, in consultation with HCPSS registered dietitian on the use of those standards, will be provided to external partners.

C. School Meals Program

1. The School Food and Nutrition Service will provide approved school lunches each day that school is in session.
2. School meals will meet nutrition standards established by the National School Lunch Program.

3. Daily food choices offered to students will include multiple entrees, fresh unlimited salad bars, trays of fruits and vegetables, whole grain breads and rolls, and flavored and unflavored fat-free or 1% milk. Although students are free to choose the foods they want for lunch, at least one of their choices will be a fruit or vegetable.
4. Main course food items offered as alternatives to or in addition to the reimbursable meal will be offered in reasonable portion sizes that are consistent with the USDA for Child Nutrition Programs.
5. The School Breakfast Program will be available to all students every weekday morning that school is in session. Exceptions may be made by the school principal on delayed opening days. No advance registration is necessary, students can attend every day or only occasionally, and the meals will be based on the nutrition recommendations set forth in the U.S. Dietary Guidelines for Americans. The School Breakfast Program models include but are not limited to: Traditional Breakfast, Breakfast in the Classroom, Grab and Go Breakfast, and/or Breakfast after First Period.
6. Morning bus routes will be scheduled to allow students to arrive in time for breakfast.
7. The HCPSS will proactively promote the school breakfast program to students and parents to encourage greater participation.
8. Students are prohibited from leaving the school campus for lunch.
9. Students will be given adequate time to eat. Exceptions may be made by the school principal on delayed opening days by allowing lunch periods to be compressed and by not offering the breakfast program since lunch periods may start as soon as the students arrive at school.
10. The School Food and Nutrition Service will incorporate produce from local farms as much as possible and when in season and available.
11. Schools will make nutritional information available to students to make informed decisions. Healthier choices, such as salads and fruit, will be prominently displayed in cafeterias and competitively priced.
12. Students will be provided a pleasant environment in which to eat school meals. Appropriate supervision will be provided in the cafeteria and rules for safe behavior will be consistently enforced.
13. Professional development in the area of food and nutrition will be provided annually for food service managers, staff, and school administrators.

14. The school system will provide periodic food promotions at each school level to encourage taste testing of healthy new foods being introduced on the menu.
15. Students and families will have the opportunity to provide input on local, cultural and ethnic favorites, and the input will be considered in development of the school meals programs.

D. Beverages

1. Students will have access to drinking water that is safe and clean throughout the school day, and free of charge in the school cafeteria, classrooms, hallways, gymnasiums, play yards, and athletic fields.
2. The Superintendent/Designee will set and maintain hygiene standards for drinking fountains, water coolers, hydration stations, water jets, and other methods of delivering drinking water.
3. High school students may purchase unflavored, unfortified, non-carbonated water from vending machines operated by the Food and Nutrition Service during the school day.

E. Other Foods and Beverages

1. A la carte and snack/dessert items sold by the Food and Nutrition Service will meet the IOM Nutrition Standards.
2. A principal may permit food and/or beverages in conjunction with a special celebration no more than twelve times per year after the end of the last lunch period. Such events may not replace the food service provided that day by the Food and Nutrition Service. The foods and beverages served will be prepared commercially in licensed facilities. Schools are encouraged to develop alternatives to the use of food for celebrations.

The single exception is that an annual celebration in each school is permitted without time constraint once per year.

3. All foods and beverages sold in high school vending machines that are accessible to students will meet the IOM Nutrition Standards.

F. Vending Machines Accessible After the School Day

1. Foods and beverages sold after the end of the school day through vending machines in schools are permitted only at the high school level and will meet IOM Nutrition Standards.

2. All vending machines accessible to students, except those operated by the School Food and Nutrition Service, will have and use a timing device to automatically prohibit access to the vending machines from 12:01 a.m. until the end of the school day.

G. Food and Beverage Advertising and Marketing During the School Day

The following criteria include any written, graphic, or oral advertising or marketing of a food or beverage product during the school day on any HCPSS school property.

1. Allowed Advertising/Marketing

HCPSS permits advertising/marketing of food or beverage products on school property during the school day if:

- a. The food or beverage products meet the standards of this policy and are consistent with law, or
- b. The foods or beverages are on clothing or personal items worn or used by students, parents, or staff, or
- c. The foods or beverages are on products or on the packaging of products brought from home for personal consumption on school property, or
- d. The food or beverage products are used for educational purposes in the classroom.

2. Advertising/Marketing That is Not Allowed

If not meeting the criteria in V.G.1. above, written, graphic, or oral advertising, or marketing of food or beverage products will not be permitted on school property during the school day on:

- a. School equipment such as marquees, message boards, scoreboards, or backboards
- b. Cups used for beverage dispensing
- c. Tray liners
- d. Menu boards, coolers
- e. Trash cans and food service equipment
- f. Vending machines
- g. Posters, book covers, assignment books or school supplies
- h. School publications or mailings
- i. Free product samples or taste tests
- j. Coupons of a product.

3. Phase-In

Items on school property that currently have logos or other product marketing (including but not limited to, menu boards, vending machines, posters, cups, tray liners, coolers, trash cans, scoreboards and similar equipment, and other food service equipment) do not need to be immediately removed or replaced.

If these items are replaced or updated over time, guidelines in V.G.1 and V.G.2 above will be followed.

VI. District-Level Implementation

The Superintendent/Designee will oversee school implementation and compliance with this policy including:

- A. Provide assistance and support to schools with implementation of the policy and improve programming functions.
- B. Ensure schools are offered support services through various departments including the Food and Nutrition Service and Health and Physical Education, to ensure the full implementation of this policy.
- C. Establish a process to gather regular reporting and feedback from individual schools, community partners, students, and parents on the implementation of the policy.
- D. Conduct periodic evaluations and report on systemwide and individual schools' compliance with the policy.
- E. Conduct periodic, systemwide review and assessment of this policy and other related Board policies on their effectiveness and, based on this assessment, propose policy revisions.

VII. School-Level Implementation

- A. Each school principal will ensure that a School Wellness Team is formed annually to spearhead health and wellness initiatives at the school that are in compliance with this policy. The principal will establish a system to annually identify School Wellness Team members which may include parents/guardians, teachers of physical education, classroom teachers, school nurses/assistants, students, school administrators, and community health and wellness partners.
- B. Each school principal will annually designate a school employee to serve as the School Wellness Champion who will:

1. Lead and coordinate their school's efforts to increase healthy eating and physical activity for students.
 2. Serve as the liaison for their respective school's policy implementation and reporting.
 3. Establish and lead a School Wellness Team that develops goals, strategies, and initiatives for student health, wellness, and physical activity during the school year.
- C. Each school principal will provide annual updates to the Superintendent/Designee regarding the school's health and wellness initiatives and the school's implementation of this policy.

VIII. Staff Health and Wellness

- A. The Employee Wellness Council will review the program philosophy, vision, mission, goals, and objectives of the HCPSS Commit To Be Fit Employee Wellness Program, evaluate the needs of the school system, recommend specific programs, determine needed resources, and establish evaluation outcome measures. In partnership with the Wellness Coordinator, Employee Wellness Council members will act as champions of wellness by promoting participation of all employees in healthy lifestyle activities.
- B. The Employee Wellness Council will support the goal of the HCPSS Commit To Be Fit Employees Wellness Program, which is to provide opportunities, support, and encouragement for employees to seek healthy lifestyle choices that enhance physical, emotional, mental, and social well-being.
- C. The Employee Wellness Council members will represent a variety of school district departments. The Employee Wellness Council will also act on behalf of those departments not represented and will seek input from those departments through regular communication. All departments will have an opportunity to have representation on the council as members are rotated off and are replaced bi-annually.
- D. The Employee Wellness Council will present an annual report to the Board to include information such as program highlights, details of activities conducted, participation data, future plans, measures of results, and return on investment data.

IX. Family/Community Collaboration

- A. The HCPSS will partner with the Howard County School Health Council (COMAR 13A.05.05) and other agencies to support the implementation of coordinated and comprehensive school health practices.

- B. Parents and members of the community have the opportunity to be involved in implementation of this policy through:
 - 1. Howard County School Health Council: Parents and members of the community may serve on the School Health Council and/or its subcommittee.
 - 2. School Wellness Teams: Parents and community health and wellness partners will be invited to participate in school-level School Wellness Teams.
 - 3. Boosters and PTA Council of Howard County (PTACHC): The Superintendent/Designee will work with schools and community organizations such as the Boosters and PTACHC.
- C. Parents will receive educational resources and encouragement to help their children implement physical activity.
- D. Families will be informed of school activities that encourage healthy eating and physical activity.

X. History

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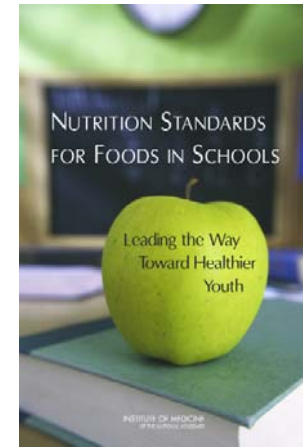
NUTRITION STANDARDS FOR FOODS IN SCHOOLS: LEADING THE WAY TOWARD HEALTHIER YOUTH

Research has shown that the school environment has a vital role in shaping children's health behaviors. The rise in obesity over the past 2-3 decades has been accompanied by an increase in the number of alternative food options available on school campuses. These "competitive foods" that are obtained from a variety of sources, including à la carte service in the school cafeteria, school stores and snack bars, and vending machines, are vying with the traditional breakfast and lunch offered through federally reimbursable school nutrition programs. Children spend the majority of their day at school, often staying for after-school activities; the foods and beverages available during and after school can contribute a number of calories to their total daily consumption.

Children in the United States are becoming more overweight and obese, putting them at risk for serious health concerns such as diabetes, cardiovascular disease, and elevated cholesterol and blood pressure levels. In addition to the risk of obesity-related health concerns, poor food choices could lead to other health concerns, like osteoporosis from inadequate calcium intake.

In response to growing concerns over obesity, national attention has focused on the need to establish school nutrition standards and limit access to competitive foods. As a result, over the past few years, school nutrition policy initiatives have been put into place at federal, state, and local levels. Two important federal initiatives have enhanced school health-related policy efforts. First, in 1994, the Centers for Disease Control (CDC) developed the Coordinated School Health Program, comprised of eight interactive components to improve students' health. The second initiative was the Child Nutrition and WIC Reauthorization Act, passed in 2004, which required that local education agencies develop a wellness policy for schools to address the problem of childhood obesity by 2006. However, responses of school districts to meeting wellness policy requirements have not been consistent.

Thus, to augment local wellness policies, Congress directed the CDC to undertake a study with the Institute of Medicine (IOM) to review and make recommendations about appropriate nutritional stands for the availability, sale, content and consumption of foods at school, with attention on competitive foods. The ensuing report, *Nutrition Standards for Healthy Schools: Leading the Way Toward Healthier Youth*, concluded that federally-reimbursable school nutrition programs should be the main source of nutrition at school, and opportunities for competitive foods should be limited. However, if competitive foods are available, they should consist of nutritious fruits, vegetables, whole grains, and nonfat or low-fat milk and dairy products, consistent with



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the 2005 Dietary Guidelines for Americans (DGA), to help children and adolescents develop healthful lifelong eating patterns.

GUIDING PRINCIPLES FOR EATING HEALTHY AT SCHOOL

The IOM report lays out a set of guiding principles to support the creation of healthful eating environments for U.S. school children, as shown in Box 1.

...if competitive foods are available, they should consist of nutritious fruits, vegetables, whole grains, and nonfat or low-fat milk and dairy products, consistent with the 2005 Dietary Guidelines for Americans (DGA), to help children and adolescents develop healthful lifelong eating patterns.

Box 1. Guiding Principles

The committee recognizes that:

1. The present and future health and well-being of school-age children are profoundly affected by dietary intake and the maintenance of a healthy weight.
2. Schools contribute to current and life-long health and dietary patterns and are uniquely positioned to model and reinforce healthful eating behaviors in partnership with parents, teachers, and the broader community.
3. Because all foods and beverages available on the school campus represent significant caloric intake, they should be designed to meet nutritional standards.
4. Foods and beverages have health effects beyond those related to vitamins, minerals, and other known individual components.
5. Implementation of nutrition standards for foods and beverages offered in schools will likely require clear policies; technical and financial support; a monitoring, enforcement, and evaluation program; and new food and beverage products.

The committee intends that:

6. The federally reimbursable school nutrition programs will be the primary source of foods and beverages offered at school.
7. All foods and beverages offered on the school campus will contribute to an overall healthful eating environment.
8. Nutrition standards will be established for foods and beverages offered outside the federally reimbursable school nutrition programs.
9. The recommended nutrition standards will be based on the Dietary Guidelines for Americans, with consideration given to other relevant science-based resources.
10. The nutrition standards will apply to foods and beverages offered to all school-age children (generally ages 4 through 18 years) with consideration given to the developmental differences between children in elementary, middle, and high schools.

ORGANIZING FOODS AND BEVERAGES INTO A TIER SYSTEM

The authoring committee systemically organized foods and beverages offered separately from federally-reimbursable school nutrition programs into two tiers according to their consistency with the DGA, as shown in Table 1.

Tier 1 foods and beverages provide at least one serving of fruit, vegetables and/or whole grains, or nonfat/low-fat dairy products and are foods to be encouraged. Tier 2 foods and beverages fall short of meeting Tier 1 criteria, but they do not fall outside the DGA recommendations, and so are allowed, but only in specific circumstances. The committee recommends that plain, potable water is available throughout the school day at no cost to students.

TABLE 1. Foods and Beverages That Meet Tier 1 and Tier 2 Standards

Foods	Beverages
Tier 1 for All Students	
<p>Tier 1 foods are fruits, vegetables, whole grains, and related combination products* and nonfat and low-fat dairy that are limited to 200 calories or less per portion as packaged and:</p> <ul style="list-style-type: none"> • No more than 35 percent of total calories from fat • Less than 10 percent of total calories from saturated fats • Zero trans fat (less than or equal to 0.5 g per serving) • 35 percent or less of calories from total sugars, except for yogurt with no more than 30 g of total sugars, per 8-oz. portion as packaged • Sodium content of 200 mg or less per portion as packaged <p>À la carte entrée items meet fat and sugar limits as listed above and:**</p> <ul style="list-style-type: none"> o Are National School Lunch Program (NSLP) menu items o Have a sodium content of 480 mg or less <p>*Combination products must contain a total of one or more servings as packaged of fruit, vegetables, or whole grain products per portion. **200-calorie limit does not apply; items cannot exceed calorie content of comparable NSLP entrée items.</p>	<p>Tier 1 beverages are:</p> <ul style="list-style-type: none"> • Water without flavoring, additives, or carbonation. • Low-fat* and nonfat milk (in 8 oz. portions): <ul style="list-style-type: none"> o Lactose-free and soy beverages are included o Flavored milk with no more than 22 g of total sugars per 8-oz. portion • 100-percent fruit juice in 4-oz. portion as packaged for elementary/middle school and 8 oz. (two portions) for high school. • Caffeine-free, with the exception of trace amounts of naturally occurring caffeine substances. <p>*1-percent milk fat</p>

Tier 1 foods and beverages provide at least one serving of fruit, vegetables and/or whole grains, or non-fat/low-fat dairy products and are foods to be encouraged.

Tier 2 for High School Students After School

Tier 2 snack foods are those that do not exceed 200 calories per portion as packaged and:

- No more than 35 percent of total calories from fat
- Less than 10 percent of total calories from saturated fats
- Zero trans fat (less than or equal to 0.5 g per portion)
- 35 percent or less of calories from total sugars
- Sodium content of 200 mg or less per portion as packaged.

Tier 2 beverages are:

- Non-caffeinated, non-fortified beverages with less than 5 calories per portion as packaged (with or without nonnutritive sweeteners, carbonation, or flavoring).

Items containing significant amounts of added sugars typically provide "empty calories"—contributing calories without substantial amounts of other nutrients—thus, limiting foods high in added sugars is recommended.

TRIMMING THE EXCESS FROM SCHOOL FOODS AND BEVERAGES

Dietary Fats

Americans consume too much saturated fat, which is associated with increased risk for cardiovascular disease. And like saturated fats, trans fats found in hydrogenated oils increase low-density lipoprotein (LDL) cholesterol, which can further increase risk for heart disease. Trans fats also decrease high-density lipoprotein (HDL) cholesterol, or “good” cholesterol, which protects against heart disease. The committee recommends that snacks, food, and beverages meet the following criteria for dietary fat per portion as packaged: no more than 35 percent of total calories from fat, less than 10 percent of total calories from saturated fats, and trans fat-free.

Added Sugars

Items containing significant amounts of added sugars typically provide “empty calories”—contributing calories without substantial amounts of other nutrients—thus, limiting foods high in added sugars is recommended. The committee believes that limiting sugars to no more than 35% of the item's calories (for nondairy products) is achievable and will contribute to efforts to improve children’s eating habits. Dairy products are excepted because they provide calcium for bone health. To avoid eliminating popular dairy products due to the sugars content, the committee made an exception that flavored nonfat and low-fat milk can contain up to 22 grams of total sugars per 8 oz portion and flavored nonfat and low-fat yogurt can contain up to 30 grams of total sugars per 8 oz portion. These standards will maintain product palatability while still reducing intake of added sugars.

Nonnutritive Sweeteners and Soda

In regards to nonnutritive sweeteners (e.g., sugar substitutes like aspartame and saccharin), the committee considered four important issues: safety, displacement of other foods and beverages that should be encouraged, effectiveness for weight control, and the role of choice and necessity. Given the limited amount of consistent evidence, the committee took a cautious approach in its recommendations for the use of nonnutritive sweeteners in schools.

There is some evidence that nonnutritive sweeteners in beverages specifically are an effective weight management tool; however, because they have been shown to dis-

place milk and 100% juice when they are chosen at mealtimes, these competitive beverages should be allowed only in high schools, and only after the school day has ended.

Regarding nonnutritive sweeteners in foods, the committee found a lack of evidence about the effectiveness of nonnutritive sweeteners in foods for weight management. Also, while available studies of the safety of nonnutritive sweeteners have given assurance that they can be marketed and consumed by the public, there are not any studies that have looked for potential effects when these substances are consumed over many years, starting in childhood or teen years. Therefore, the committee did not make recommendations regarding foods containing nonnutritive sweeteners.

Flavored, Carbonated, and Fortified Waters

Schools should make plain, unflavored water available for free throughout the school day, either in the form of bottled water or from water fountains. The committee recommends restricting carbonated water, fortified water, flavored water, and similar products because kids who drink these products may forgo healthier beverages like milk and juice. Also, they are not necessary for hydration purposes, and the growing variety of products increases the difficulty people have in making clear distinctions among them. In addition, the committee did not wish to encourage manufacturers to produce more beverages and foods with nonnutritive components aimed at children rather than products that provide fruits, vegetables, whole grains or healthy dairy.

Sports Drinks

Sports drinks contain significant amounts of sugar or other sweeteners and therefore exceed the standards to be considered Tier 1 or Tier 2 beverages. However, they do provide electrolytes, energy and hydration—all things that people involved in vigorous physical activity may need. The committee recommends that at the discretion of coaches they be available to students engaged in vigorous activity lasting an hour or more.

After-School Activities

After-school activities that are attended mainly by students represent an extension of the regular school day. So only Tier 1 products should be available during after-school activities involving elementary and middle school students. Tier 1 and Tier 2 items should be available to high school students engaged in activities on the school campus after school.

There are also many events that take place on school grounds and involve both students and adults or mainly adults. The committee recognizes that attempting to regulate items sold at such events may be impractical and even undesirable. But schools are encouraged to use foods and drinks that meet nutritional standards.

Fundraising Products

The committee recognizes that many school clubs and organizations have a tradition of selling candy and other foods and drinks for fundraisers. Fundraising is an important activity, but it can be done with healthy foods and drinks if not with other inedible products. Elementary, middle, and high schools should allow only Tier 1 products to be sold on campus for fundraising purposes. In addition to Tier 1 items,

After-school activities that are attended mainly by students represent an extension of the regular school day. So only Tier 1 products should be available during after-school activities involving elementary and middle school students. Tier 1 and Tier 2 items should be available to high school students engaged in activities on the school campus after school.

Marketing of foods and beverages in schools should be limited, as recommend in the 2005 IOM report, *Food Marketing to Children and Youth: Threat or Opportunity?*...

high schools could allow Tier 2 items after school to be used for on-campus fundraising as well. For evening and community activities that include adults, Tier 1 and 2 foods and beverages are encouraged.

Caffeine

The committee did not support the sale of caffeinated products to school-age children because of the potential for negative effects, including shakiness, headaches, and other symptoms of dependency and withdrawal that could disrupt their abilities to concentrate and learn. They recognize that some products that do not meet the minimal amount, such as chocolate milk, contain naturally occurring trace amounts of caffeine and those items are permissible.

Marketing Foods and Beverages at Schools

Competitive foods and beverages should be limited during the school day, and at after-school events and activities—especially those that are attended mainly by students as an extension of the school day. Marketing of foods and beverages in schools should be limited, as recommend in the 2005 IOM report, *Food Marketing to Children and Youth: Threat or Opportunity?*, and the following standards should be implemented:

- Locate Tier 2 food and beverage distribution in low student traffic areas and ensure that the exterior of vending machines does not depict commercial products or logos or suggest that consumption of vended items conveys a health or social benefit.
- Tier 1 snack items are allowed after school for student activities for elementary and middle schools. Tier 1 and 2 snacks are allowed after school for high school.
- For on-campus fundraising activities during the school day, Tier 1 foods and beverages only are allowed for elementary and middle schools; Tier 1 and 2 foods and beverages are allowed for high schools. For evening and community activities that include adults, Tier 1 and 2 foods and beverages are encouraged.

Implementation of Nutrition Standards in Schools

Appropriate policy-making bodies should ensure that recommendations are fully adopted by providing:

- Regulatory guidance to federal, state, and local authorities;
- Designated responsibility for overall coordination and oversight to federal, state, and local authorities; and
- Performance-based guidelines and technical and financial support to schools or school districts, as needed.

Appropriate federal agencies should engage with the food industry to:

- Establish a user-friendly identification system for Tier 1 and 2 snacks, foods, and beverages that meet the standards per portion as packaged; and
- Provide specific guidance for whole-grain products and combination products that contain fruits, vegetables, and whole grains.

CONCLUSION

The federally reimbursable school nutrition programs traditionally have been an important means for ensuring that students have daily access to fruits, vegetables, whole-grain-based products, and nonfat or low-fat dairy products during the school day.

The committee's view is that these programs should be the main source of nutrition provided at school. However, the committee also recognizes that there are an increasing number of opportunities for students to eat and drink, including á la carte services, vending machines, school stores, snack bars, concession stands, classroom or school celebrations, achievement rewards, after-school programs, and other venues.

Thus, schools are encouraged to limit such additional opportunities for students to eat and drink, but when they do arise in school, they should be used to encourage greater daily consumption of fruits, vegetables, whole grains, and nonfat or low-fat dairy products. The recommendations in this report are intended to ensure that offerings in these venues are consistent with the DGA and, in particular, to help children and adolescents meet the guidelines for consumption of fruits, vegetables, whole grains, and nonfat or low-fat dairy products.

The recommendations in this report are intended to ensure that offerings in these venues are consistent with the DGA and, in particular, to help children and adolescents meet the guidelines for consumption of fruits, vegetables, whole grains, and nonfat or low-fat dairy products.

FOR MORE INFORMATION...

Copies of *Nutrition Standards for Foods in Schools: Steps Toward Healthier Youth in America* are available from the National Academies Press, 500 Fifth Street, N.W., Lockbox 285, Washington, DC 20055; (800) 624-6242 or (202) 334-3313 (in the Washington metropolitan area); Internet, <http://www.nap.edu>. The full text of this report is available at <http://www.nap.edu>.

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THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

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Michael Martirano, Superintendent

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Bryant Woods, 5450 Blue Heron Ln., Columbia 21044	(410)313-6859	Kelley Hough
Bushy Park, 14601 Carrs Mill Rd., Glenwood 21738	(410)313-5500	Julia Bialeski
Centennial Lane, 3825 Centennial Ln., Ellicott City 21042	(410)313-2800	Tracey Albright
Clarksville, 12041 Clarksville Pike, Clarksville 21029	(410)313-7050	Robin Malcotti
Clemens Crossing, 10320 Quarterstaff Rd., Columbia 21044	(410)313-6866	Ed Cosentino
Cradlerock Lower, 6700 Cradlerock Way, Columbia 21045	(410)313-7601	Jonathan Davis
Dayton Oaks, 4691 Ten Oaks Rd, Dayton 21036	(410)313-1571	Nigel La Roche
Deep Run, 6925 Old Waterloo Rd., Elkridge 21075	(410)313-5000	Denise Lancaster
Ducketts Lane, 6501 Ducketts Lane, Elkridge 21075	(410)313-5050	Heidi Balter
Elkridge, 7075 Montgomery Rd., Elkridge 21075	(410)313-5006	Michael Caldwell
Forest Ridge, 9550 Gorman Rd., Laurel 20723	(410)880-5950	Scott Conroy
Fulton, 11600 Scaggsville Rd., Fulton 20759	(410)880-5957	Tanisha Burks
Gorman Crossing, 9999 Winter Sun Rd., Laurel 20723	(410)880-5900	Deborah Holmes
Guilford, 7335 Oakland Mills Rd., Columbia 21046	(410)880-5930	Justin Fitzgerald
Hammond, 8110 Aladdin Dr., Laurel 20723	(410)880-5890	Kimberlyn Pratesi
Hanover Hills, 7030 Banbury Drive, Hanover 21076	(410)313-8066	Troy Todd
Hollifield Station, 8701 Stonehouse Dr., Ellicott City 21043	(410)313-2550	Amanda Wadsworth
Ilchester, 4981 Ilchester Rd., Ellicott City 21043	(410)313-2524	Ernesto Diaz
Jeffers Hill, 6000 Tamar Dr., Columbia 21045	(410)313-6872	Maisha Strong
Laurel Woods, 9250 N. Laurel Rd., Laurel 20723	(410)880-5960	Connie Stahler
Lisbon, 15901 Frederick Rd., Woodbine 21797	(410)313-5506	Debra Anoff
Longfellow, 5470 Hesperus Dr., Columbia 21044	(410)313-6879	Derek Anderson
Manor Woods, 11575 Frederick Rd., Ellicott City 21042	(410)313-7165	Carol DeBord
Northfield, 9125 Northfield Rd., Ellicott City 21042	(410)313-2806	Cathleen Lopez
Phelps Luck, 5370 Oldstone Court, Columbia 21045	(410)313-6886	Michelle Leader
Pointers Run, 6600 S. Trotter Rd., Clarksville 21029	(410)313-7142	Julie Schrufer
Rockburn, 6145 Montgomery Rd., Elkridge 21075	(410)313-5030	Elizabeth Yankle
Running Brook, 5215 W. Running Brook, Columbia 21044	(410)313-6893	Tony Esposito
St. John's Lane, 2960 St. John's Ln., Ellicott City 21042	(410)313-2813	Daniel Notari
Stevens Forest, 6045 Stevens Forest Rd., Columbia 21045	(410)313-6900	Joy Smith
Swansfield, 5610 Cedar Ln., Columbia 21044	(410)313-6907	Laurel Porter
Talbott Springs, 9550 Basket Ring Rd., Columbia 21045	(410)313-6915	Nancy Thompson
Thunder Hill, 9357 Mellenbrook Rd., Columbia 21045	(410)313-6922	Martha Bowen
Triadelphia Ridge, 13400 Triadelphia Rd., Ellicott City 21042	(410)313-2560	Tiffany Tresler
Veterans, 4355 Montgomery Road, Ellicott City 21043	(410)313-1700	Bob Bruce
Waterloo, 5940 Waterloo Rd., Columbia 21045	(410)313-5014	Sean Martin
Waverly, 10220 Wetherburn Rd., Ellicott City 21042	(410)313-2819	Rachel Edoho-Eket
West Friendship, 12500 Frederick Rd., W. Friendship 21794	(410)313-5512	Kaye Breon
Worthington, 4570 Roundhill Rd., Ellicott City 21043	(410)313-2825	Kelli Jenkins

Middle (Grades 6-8)

Bonnie Branch, 4979 Ilchester Rd., Ellicott City 21043	(410)313-2580	Drew Cockley
Burleigh Manor, 4200 Centennial Ln., Ellicott City 21042	(410)313-2507	Mikaela Lidgard
Clarksville, 6535 S. Trotter Rd., Clarksville 21029	(410)313-7057	Karim Shortridge
Dunloggin, 9129 Northfield Rd., Ellicott City 21042	(410)313-2831	Antoinette Roberson
Elkridge Landing, 7085 Montgomery Rd., Elkridge 21075	(410)313-5040	David Strothers
Ellicott Mills, 4445 Montgomery Rd., Ellicott City 21043	(410)313-2839	Peter Gaylord
Folly Quarter, 13500 Triadelphia Rd., Ellicott City 21042	(410)313-1506	Megan Chrobak
Glenwood, 2680 Route 97, Glenwood 21738	(410)313-5520	Gina Cash
Hammond, 8110 Aladdin Dr., Laurel 20723	(410)880-5830	Aaron Dale
Harper's Choice, 5450 Beaverkill Rd., Columbia 21044	(410)313-6929	Adam Eldridge
Lake Elkhorn, 6700 Cradlerock Way, Columbia 21045	(410)313-7610	Melissa Shindel
Lime Kiln, 11650 Scaggsville Road, Fulton 20759	(410)880-5988	Lucy Lublin
Mayfield Woods, 7950 Red Barn Way, Elkridge 21075	(410)313-5022	Monica Stevens
Mount View, 12101 Woodford Dr., Marriottsville 21104	(410)313-5545	Lynnette Moore
Murray Hill, 9989 Winter Sun Rd., Laurel 20723	(410)880-5897	Lisa Smithson
Oakland Mills, 9540 Kilimanjaro Rd., Columbia 21045	(410)313-6937	Allen Cosentino
Patapsco, 8885 Old Frederick Rd., Ellicott City 21043	(410)313-2848	Michael Babe
Patuxent Valley 9151 Vollmerhausen Rd. Savage 20763	(410)880-5840	Rick Robb
Thomas Viaduct 7000 Banbury Drive, Hanover, 21076	(410)313-8711	Shiney John
Wilde Lake, 10481 Cross Fox Ln., Columbia 21044	(410)313-6957	Christopher Rattay

High (Grades 9-12)

Atholton, 6520 Freetown Rd., Columbia 21044	(410)313-7065	Robert Motley
Centennial, 4300 Centennial Ln., Ellicott City 21042	(410)313-2856	Cynthia Dillon
Glenelg, 14025 Burntwoods Rd, Glenelg 21737	(410)313-5528	David Burton
Hammond, 8800 Guilford Rd, Columbia 21046	(410)313-7615	John DiPaula
Howard, 8700 Old Annapolis Rd., Ellicott City 21043	(410)313-2867	Nick Novak
Long Reach, 6101 Old Dobbin Ln., Columbia 21045	(410)313-7117	Josh Wasilewski
Marriotts Ridge, 12100 Woodford Dr., Marriottsville 21104	(410)313-5568	Tammy Goldeisen
Mt. Hebron, 9440 Route 99, Ellicott City 21042	(410)313-2880	Joelle Miller
Oakland Mills, 9410 Kilimanjaro Rd., Columbia 21045	(410)313-6945	Jeffrey Fink
Reservoir 11550 Scaggsville Rd., Fulton 20759	(410)888-8850	Nelda Sims
River Hill, 12101 Clarksville Pike, Clarksville 21029	(410)313-7120	Kathy McKinley
Wilde Lake, 5460 Trumpeter Rd., Columbia 21044	(410)313-6965	Marcy Leonard

Special Schools

Applications & Research Lab, 10920 Clarksville Pike, Ellicott City 21042	(410)313-6998	Karl Schindler
Cedar Lane, 11630 Scaggsville Rd., Fulton 20759	(410)888-8800	Paul Owens
Homewood Center, 10914 Clarksville Pike, Ellicott City 21042	(410)313-7081	Christona Krabitz

Ascend One, 8930 Stanford Blvd., Ste. 201, Columbia 21045	(410)313-6876	
Building Services, 9020 Mendenhall Ct., Columbia 21045	(410)313-7084	
Custodial Services, 9020 Mendenhall Ct., Columbia 21045	(410)313-2595	
Dept. of Education, 10910 Clarksville Pike, Ellicott City 21042	(410)313-6600	
Grounds, 8800 Ridge Road, Ellicott City 21043	(410)313-2577, 2578 & 2579	
Warehouse, 6675 Amberton Drive, Elkridge 21075	(410)313-7627	

APPENDIX A

INSURANCE REQUIREMENTS

1 - General Insurance Requirements:

1.1 - The Contractor shall not commence Work until he has obtained at his own expense all of the insurance as required hereunder and such insurance has been approved by the Board of Education of Howard County Maryland; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of Education of Howard County Maryland of original, signed certificates of insurance or, alternately, at the Board of Education of Howard County Maryland's request, certified copies of the required insurance policies.

1.2 - 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 and employers' liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish Subcontractors' certificates of insurance to the Board of Education of Howard County Maryland immediately upon request.

1.3 - All insurance required hereunder shall include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Board of Education of Howard County Maryland."

The phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.4 - No acceptance and/or approval of any insurance by the Board of Education of Howard County Maryland shall be construed as relieving or excusing the Contractor, or the Surety, or his bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.5 - The Board of Education of Howard County Maryland and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except Workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, if requested, must so state this. Coverage afforded under this paragraph shall be primary as respects the Board of Education of Howard County Maryland, its agents and employees.

1.6 - The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Work. The Contractor assumes all risk for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted Work, until final acceptance of the Work by the Board of Education of Howard County Maryland.

1.7 - 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 seven days of written notice at any time during the contract term, the Board of Education of Howard County Maryland shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Board of Education of Howard County Maryland for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.

1.8 - Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Board of Education of Howard County Maryland from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any persons employed by the Subcontractor.

APPENDIX A

INSURANCE REQUIREMENTS

1.9 - Nothing contained in the specifications shall be construed as creating any contractual relationship between any Subcontractor and the Board of Education of Howard County Maryland. The Contractor shall be fully responsible to the Board of Education of Howard County Maryland 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 it.

1.10 - Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its Subcontractors during the term of the contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 - If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Board of Education of Howard County Maryland, may be considered. Written requests for consideration of alternate coverages must be received by the Board of Education of Howard County Maryland at least ten Working days prior to the date set for receipt of bids or proposals. If the Board of Education of Howard County Maryland denies the request for alternate coverages, the specified coverages will be required to be submitted.

1.12 - All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the Board of Education of Howard County Maryland. The insurers must also 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, unless the Board of Education of Howard County Maryland grants specific approval for an exception.

1.13 - The Board of Education of Howard County Maryland will consider any deductible amounts as part of its review of the financial stability the Contractor. Any deductibles shall be disclosed by the Contractor, and deductible amounts are the responsibility of the Contractor.

2 - Contractor's Liability Insurance - "Occurrence" Basis:

2.1 - The Contractor shall purchase the following insurance coverages:

2.1.1 - Commercial general liability with a minimum limit of \$1,000,000 per occurrence, \$1,000,000 annual aggregate including all of the following:

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent Contractors;
- iv. Products/completed operations to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;
- vii. Explosion, collapse, or underground (XCU) hazards (confirmation of underground hazard coverage must be confirmed by either certificate of insurance or in writing by Contractor's agent, broker or insurer);

APPENDIX A

INSURANCE REQUIREMENTS

2.1.2 - Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$1,000,000 per accident; uninsured motorist coverage at minimum statutory limits.

2.1.3 - Workers compensation with statutory benefits as required by Maryland law or the U. S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$100,000 per accident, \$100,000 per employee for disease, and a \$500,000 disease policy limit.

2.1.4 - Total limit requirements of 2.1.1, 2.1.2 and 2.1.3 may be met by a combination of primary and umbrella excess liability coverage.

2.1.5 - Aircraft liability including coverage for any owned, hired or non-owned aircraft utilized in the project (e.g. installation of HVAC unit on school roof) with a minimum limit of \$ NA per occurrence applicable to aircraft while in flight or in motion. A higher limit may be required by the Board of Education of Howard County Maryland upon exposure review.

3 - Commercial General or Other Required Liability Insurance - "Claims Made" Basis

3.1 - If commercial general or other liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors' or Subcontractors' Work under this contract, or
- ii. Purchase an extended (minimum two 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.

**APPENDIX B
CONTRACTOR PERFORMANCE/EVALUATION SCORECARD**

Upon completion of a project or at any time during the service/project, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the service/project. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.

A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 70% or less overall evaluation scorecard rating for a service/project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

Name of Contractor: _____

Name of Project: _____ **Contract/Bid Number:** _____

Reviewed by: _____ **Department:** _____

Please take a moment to tell us about this contractor's performance. We will summarize all the information we obtain about each contractor and provide it to them. Supporting documentation shall be required to support any scores noted on the performance evaluation scorecard.

HOW SATISFIED. Please tell us **how satisfied** you are with the **performance** of the contractor named above. Circle a 10 if you are highly satisfied with their performance on a measure. Circle a 1 if you are highly dissatisfied with their performance on a measure. Circle a number in between to show different degrees of satisfaction. Circle **N/A** for any performance indicators that do not apply to the project. There are no right or wrong answers; just tell us how you feel.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options. The contractor shall be notified of their performance status after each project.

Satisfaction with the contractor's performance:	Highly Dissatisfied	Highly Satisfied
1. Quality of Work. The contractor's ability to do the job right the first time.	1 2 3 4 5 6 7 8 9 10	N/A
2. Responsiveness. The contractor's ability to adapt to changes and meet unusual needs.	1 2 3 4 5 6 7 8 9 10	N/A
3. Professionalism. The courtesy and standards of conduct maintained by the contractor and his or her employees.	1 2 3 4 5 6 7 8 9 10	N/A
4. Resources. The contractor's ability to provide his or her employees with the tools, parts, and supplies needed to do the job.	1 2 3 4 5 6 7 8 9 10	N/A
5. Schedule Management. The contractor's ability to show up when scheduled and complete the work on time.	1 2 3 4 5 6 7 8 9 10	N/A
6. Quality Control. The contractor's ability to identify problems and		

**APPENDIX B
CONTRACTOR PERFORMANCE/EVALUATION SCORECARD**

deficiencies before you do.	1	2	3	4	5	6	7	8	9	10	N/A
7. Deficiency Resolution. The contractor's ability to rapidly correct deficiencies in his or her work.	1	2	3	4	5	6	7	8	9	10	N/A
8. Submittal Management. The contractor's ability to provide submittals in a timely and efficient manner.	1	2	3	4	5	6	7	8	9	10	N/A
9. Training. The contractor's ability to provide employees well-trained in all aspects of their jobs.	1	2	3	4	5	6	7	8	9	10	N/A
10. Appearance. The contractor's ability to keep uniforms, tools, and vehicles clean so as to portray a positive image.	1	2	3	4	5	6	7	8	9	10	N/A
11. Security. The contractor's ability to safeguard your facilities and assets.	1	2	3	4	5	6	7	8	9	10	N/A
12. Safety. The contractor's ability to keep the workplace safe and comply with OSHA requirements.	1	2	3	4	5	6	7	8	9	10	N/A
13. Utility Conservation. The contractor's ability to use only the water, gas, electricity, and air conditioning needed to do the job.	1	2	3	4	5	6	7	8	9	10	N/A
14. Disruptions. The contractor's ability to keep interruptions to the operations of your firm or agency to a minimum.	1	2	3	4	5	6	7	8	9	10	N/A
16. Quality of Materials. The contractor's ability to use high quality parts and supplies.	1	2	3	4	5	6	7	8	9	10	N/A
17. Emergency Response. The contractor's ability to rapidly restore normal operations after an emergency, power outage, or severe weather.	1	2	3	4	5	6	7	8	9	10	N/A
18. Hazardous Materials. The contractor's ability to properly handle hazardous materials.	1	2	3	4	5	6	7	8	9	10	N/A
19. Innovation. The contractor's ability to use new materials and adopt new methods to increase effectiveness.	1	2	3	4	5	6	7	8	9	10	N/A
20. Teamwork. The contractor's ability to be a team player in order to assist in accomplishing the objectives of your firm or agency.	1	2	3	4	5	6	7	8	9	10	N/A
21. Cost Management. The reasonableness of the contractor's costs, especially for contract changes.	1	2	3	4	5	6	7	8	9	10	N/A
22. Billing. The contractor's ability to present correct and properly documented invoices.	1	2	3	4	5	6	7	8	9	10	N/A
23. Compliance. The contractor complied with all rules, requests, regulations and requirements. This includes compliance with instructions regarding interactions with students, staff and others.	1	2	3	4	5	6	7	8	9	10	N/A



Office of Purchasing
10910 Clarksville Pike, Ellicott City, Maryland 21042-6198
(410) 313-6744, fax (410) 313-6789

CONTRACT AGREEMENT #
Bid #: 036.23.B6
Solicitation Title/Name: Vending Services

1.0 This Agreement is made and entered into by and between the Board of Education of Howard County, Maryland on behalf of Howard County Public Schools System (hereinafter the “Board” or “HCPSS”) and CONTRACTOR, CONTRACTOR ADDRESS, (hereinafter the “Contractor”), which is duly authorized to do business in the State of Maryland. This Agreement is authorized by the Board on the ___th day of ___, 202__ and shall become effective on the last signature date set forth below. In consideration of the mutual premises contained herein, the parties agree as follows:

2.0 Incorporation of Bid Documents

2.1 The terms and conditions set forth in the Request for Proposal – solicitation for “_____[TITLE]_____”, (Bid #), which was issued on _____ and opened on _____, including any Addenda thereto, the bid of the Contractor (excluding any exceptions that have not been mutually agreed to in writing by HCPSS), and any Purchase Order(s) subsequently issued (collectively, the "Solicitation Documents") are incorporated in this agreement.

2.2 As stipulated within the herein referenced solicitation, Contractor shall provide the Board with the following services on an as-needed basis:

_____.

3.0 Order of Precedence

In the event of conflict between this Agreement and the Solicitation Documents, the terms of this Agreement shall govern. Unless otherwise stated herein, Contractor’s terms and conditions, proposal, or any other documentation issued by Contractor is expressly excluded from this Agreement. If the conflict cannot be resolved by reference to the substantive terms of this Agreement, the parties intend that the following order of precedence shall apply in interpreting their Agreement:

- .1 This Agreement
- .2 The HCPSS RFP solicitation documents; then

.3 Any HCPSS Purchase Order.

4.0 Responsibilities of the Contractor

For the purposes of this contract the Contractor shall provide the following:

- 4.1 Provide all goods and/or services per the requirements as set forth in the "RFP Solicitation Documents".
- 4.2 Deliver all goods and/or services per the requirements as set forth in the "RFP Solicitation Documents".
- 4.3 Contractor shall exercise no administrative authority over the work of employees of the Board, but shall act only as advisers in those fields in which they are qualified to offer expert assistance.
- 4.4 All administrative supervision of Board or HCPSS employees is the responsibility of those employees to whom the responsibility has been delegated.

5.0 Compensation

In consideration of the services to be provided by the Contractor, HCPSS shall pay the Contractor in accordance with the pricing set forth within the Contractor's "Cost Proposal Sheet" response. The Contractor shall be paid only for services that are specifically named in the Exhibit A "Contractor's Price Proposal". No additional costs for services will be paid by the Board without prior written consent of the Board. Other than pricing, no additional terms and conditions within the Price Proposal shall be accepted by the Board without prior written consent.

6.0 Term

The term of the contract shall commence from the day of signing of the contract after the Board of Education of Howard County's approval, and all terms and conditions shall remain in effect through the end of the contract term, subject to earlier termination as provided in this Agreement.

7.0 Billing and Payments

- 7.1 All invoices are to be submitted to:

Howard County Public School System
Brian Ralph, Contract Manager
10910 Clarksville Pike
Ellicott City, MD 21042

- 7.2 To expedite payments you must follow these guidelines:

- 7.2.1 All invoices must contain a valid Howard County Public School System purchase order number and contract number.

- 7.2.2 Invoices shall be itemized and should fully describe the services

provided.

7.2.3 After review and approval, the invoices shall be submitted to the Office of Accounting for payment.

8.0 Taxes

Materials which are incorporated into work under formal or informal contracts are not exempt from the Maryland State Sales or Use Tax. Contractor shall be responsible for paying such taxes when purchasing materials.

9.0 Contractor's Representations and Warranties

The Contractor hereby warrants and represents that the professional services provided under this Agreement shall be performed competently and with due diligence, care and skill, and in accordance with all applicable laws, codes, ordinances and regulations. Breach of this warranty constitutes a material breach of the Agreement.

If goods, equipment, or supplies are furnished under this Agreement, the Contractor warrants that all goods, equipment, and/or supplies shall be covered by the most favorable commercial warranties the Contractor provides to any customer for such goods, equipment or supplies. All equipment shall at the very least carry a standard factory warranty against defects in parts and workmanship for the time period stated in the product specifications and/or for one (1) year from the date of acceptance, whichever is longer.

10.0 Assignment

The Contractor shall not assign or transfer the Contractor's interest or obligation under this Agreement to any third party, without the prior written consent of the Board. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

11.0 Delegation of Duties

The Contractor shall not delegate the Contractor's duties under this Agreement without prior written consent of the Board.

12.0 Integration

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

13.0 Fee Prohibition

The Contractor warrants and represents that he/she has not employed or engaged any person or entity to solicit or secure this Agreement in violation of applicable laws, and that he/she has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement in violation of applicable laws.

14.0 Nondiscrimination

The Contractor agrees that it shall not unlawfully discriminate on the basis of race, color, religion, age, ancestry or national origin, sex, sexual orientation, physical or mental disability, marital status or veteran's status with respect to employment opportunity or access to program pursuant to this Agreement.

15.0 Background Investigation

15.1 All Contractor's employees working on HCPSS property are required to be fingerprinted by the Maryland Criminal Justice Information System, or by an authorized private provider acceptable to HCPSS (HCPSS must give authorization in writing). The fingerprint-based background check must be **"for childcare."** The cost will be borne by the award Contractor and all records sent directly to HCPSS for final review and approval. HCPSS reserves the right to reject the Contractor's employees based on information received from said background investigations. In accordance with Md. Ed. Code Ann., § 6-113 (b), the contractor shall not knowingly assign any employee to work on school premises if the employee has been convicted of a crime identified in Md. Ed. Code Ann., § 6-113 (a).

15.2 Contractor's employees who have unsupervised, uncontrolled or direct access to children or who are assigned duties in a school where unsupervised contact with children is likely are required to have a complete fingerprint-based background check at HCPSS's direction, which could include fingerprinting conducted by its in-house fingerprint Contractor or at a site chosen by HCPSS. The cost will be borne by the award Contractor and all records will remain in the custody of HCPSS. In accordance with Md. Ed. Code Ann., § 6-113 (b), the contractor shall not knowingly assign any employee to work on school premises if the employee has been convicted of a crime identified in Md. Ed. Code Ann., § 6-113 (a).

16.0 Employment of Child Sex Offenders and Persons with Uncontrolled Access to Students

16.1 Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the *Annotated Code of Maryland* states, "[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both." If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the *Annotated Code of Maryland*, is employed by the Contractor, the Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPSS property, including the project property. Violation of this provision may result in immediate Termination for Cause.

16.2 Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Contractor and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6- 113(a).

17.0 Financial Disclosure

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

18.0 Political Contribution Disclosure

The Contractor shall comply with the provisions of the Election Law Article §§14-104 through 14-108 of the Annotated Code of Maryland, which require 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 under which the person receives in the aggregate \$200,000 or more, shall file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election, as required by §14-104.

19.0 Retention of Records

The Contractor shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by HCPSS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPSS or designed, at all reasonable times.

20.0 Compliance with Specifications

20.1 The Contractor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications as described.

20.2 Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.

20.3 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Contractor shall call the attention of the applicable HCPSS designee(s) to such conflict for a decision before proceeding with any work.

21.0 Liability for Loss of Data

In the event of loss of any data or record necessary for the performance of this

Agreement where such loss is due to gross negligence of the Contractor, the Contractor shall be responsible, irrespective of the cost to the Contractor, for the re-creation of such lost data or records. HCPSS shall be the sole judge as to whether the lost records have been re- created accurately and completely.

22.0 Delays, Extensions of Time

22.1 The Contractor agrees to perform all services, in accordance with all the sections of this Agreement in a timely, continuous and diligent manner in order to comply with the time requirements set forth in this bid and/or the contract. The Contractor acknowledges and agrees that the only party that may grant a legally binding time extension or agree to a substitution of products, materials, equipment and/or supplies is HCPSS. Any and all time extensions and/or changes/substitutions of products, materials, equipment and/or supplies must be requested in writing by the Contractor before the extension and/or change takes place and approved in writing by HCPSS.

22.2 Delays by the Contractor causing the completion of Projects to extend past the Commencement Date will not change the Commencement Date for Performance guarantee purposes.

23.0 Annulments and Reservations

23.1 HCPSS may conduct any necessary investigation to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the HCPSS all such information and data requested. HCPSS reserves the right to reject any proposal if the evidence submitted by the Contractor or investigation of such Contractor fails to satisfy HCPSS that such Contractor is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements. Conditional proposals will not be accepted.

23.2 HCPSS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon HCPSS work that is inferior to that required by the Contractor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of HCPSS to damages for the breach of any covenant of the contract by the Contractor.

23.2.1 Should the Contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond their control, including but not limited to Act of God, war, flood, governmental restrictions or the inability to obtain transportation, HCPSS reserve the right to purchase these in the open market, or to complete the required work and receive liquidated damages as specified in this document.

23.2.2 Should the Contractor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond their control, including but not limited to Act of God, war, flood, governmental action or the inability to obtain transportation, HCPSS reserve the right to withdraw these from

the operation of this contract without incurring further liabilities.

23.3 HCPSS reserves the right to issue Blanket Purchase Orders to encumber, i.e. make available without obligating to spend, certain monies for Contractor's services. The Blanket Purchase Order dollar value does not in any way represent a guarantee of potential contracts, jobs, work assignments or monies during the course of the contract. The allocation of funds is at the discretion of HCPSS. Contractor shall accept a purchase order by issuing an invoice or delivering services, provided that Contractor reserves the right to reject any purchase order in its discretion.

24.0 Termination

24.1 Termination for Non-Appropriation of Funds: HCPSS may terminate this contract, in whole or in part due to insufficient funding with thirty (30) calendar days written notice to the Contractor. HCPSS shall pay for all of the purchases, if any incurred up to the date of the termination notice.

24.2 Termination for Default: When the Contractor has not performed or has in the sole opinion of the Board unsatisfactorily performed the contract, payment shall be withheld at the discretion of HCPSS and this Agreement may be terminated with ten (10) calendar days' written notice to the Contractor. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Contractor is not entitled to any costs incurred by Contractor up to the date of termination.

24.3 Termination for Convenience: HCPSS has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the Contractor. HCPSS shall pay all reasonable costs incurred by the Contractor up to the date of termination. The Contractor shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. The Contractor agrees that the Contractor does not have a right to termination for convenience.

25.0 Independent Contractor

The Contractor shall be considered an independent Contractor and not an employee of the Board. The Contractor shall be responsible for the reporting and remittance of all state and federal taxes as an independent Contractor, including without limitation, FICA and state and federal unemployment taxes. As the Contractor shall not be deemed a Board employee, it is understood and acknowledged that the Contractor shall not be entitled to Board employee benefits, including but not limited to, retirement and health insurance, and the Contractor expressly disclaims any right or entitlement thereto. If the Contractor is an employer, it warrants that it has and will continue to carry at all times under this Agreement workmen's compensation meeting the minimum coverage requirements under Maryland law.

26.0 Insurance

26.1 In the event the Contractor, as part of the award is responsible for installation and/or product demonstration, the Contractor will be responsible for hiring

personnel to perform such services at their own costs. Such personnel will be considered employees of the Contractor and are under their control and direction. The Contractor shall maintain Worker's Compensation in the statutory amount in accordance with the laws of the state in which the work of this contract is to be performed.

26.2 The Contractor shall also maintain Employer's Liability Insurance with a limit of at least \$100,000 for each occurrence to cover diseases and injuries excluded under the Worker's Compensation Act.

26.3 Prior to the commencement of any work, or at any time during the term of this Agreement, the Contractor may be required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above. This certificate will indicate the amounts of insurance carried by the Contractor of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, Professional Liability Insurance, and any other insurance coverage maintained by the Contractor. The Certificates of Insurance will state that such insurance is in force and cannot be canceled or released except upon thirty (30) days prior written notice to the Board of Education of Howard County. The Certificate of Insurance must name the Board of Education of Howard County as an additional insured.

26.4 All required insurers allowed to do business in the State of Maryland and acceptable to the Board must underwrite insurance coverage. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A.M. Best Company. The Board hereby grants specific approval for the acquisition of workers compensation and employer's liability insurance from the Chesapeake Employers' Insurance Company.

27.0 Indemnification

The Contractor will, at its sole cost and expense, indemnify and hold the Board, its agents, employees, attorneys and representatives harmless from all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including, but not limited to attorney's fees) arising from Contractor's negligence or willful misconduct under the terms of this contract.

28.0 Notices

Any notices required to be given under this Agreement shall be given, in writing, to the attention of the person identified below. Notice will be deemed to have been given when: it has been placed in the hands of the addressee, or it has been placed in the U.S. Mail,

postage prepaid, certified and return receipt requested.

To the Board:
Director, Office of Purchasing
Robert Bruce
Howard County Public Schools System
10910 Clarksville Pike
Ellicott City, MD 21042

To the Contractor:

29.0 Governing Law and Venue

This Agreement is subject to and will be construed and interpreted under the laws of the State of Maryland. All lawsuits arising out of this Agreement must be filed in the appropriate state court located in Howard County, Maryland.

30.0 Waiver of Jury Trial

The Contractor and Board hereby waive trial by jury in any action or proceeding to which the Board and/or the Contractor are parties arising out of or in any way pertaining to this agreement. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement. This waiver is knowingly, willingly and voluntarily made by the Board and the Contractor and the Board and the Contractor hereby represent and warrant that no representations of fact or opinion have been made by an individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. The Board and the Contractor further represent and warrant that they have been represented or have had the opportunity to be represented, in the signing of this agreement and in the making of this waiver by legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

31.0 Confidential Information/Proprietary Rights

The term "confidential information" shall include all non-public documentation and information disclosed to the Contractor in the course of performance of duties hereunder with respect to the past, present, and future Board operations, business and services. The Contractor hereby agrees to maintain all such confidential information in trust and confidence and agrees not to disclose such information without HCPSS' consent to any person, firm, corporation, or entity during or after the term of this Agreement except to its employees and agents who have a need to know such confidential information and are subject to obligations of confidentiality substantially similar to those contained herein.

32.0 Drug, Tobacco, and Alcohol

All HCPSS properties are "drug, tobacco, and alcohol free zones" as designated by local and state laws. Neither the Contractor nor any of his employees (or subcontractors) are permitted to have any drugs, tobacco, or alcohol product on school property. Use or

possession of such items on school properties will result in immediate termination of the contract. Upon termination of the contract, the Contractor will be paid for all services performed to date but will not be paid for any lost profit or anticipated profits due to termination of the contract. The Contractor will also be removed from all bids with HCPSS for a period of time not to exceed two years and HCPSS will provide an "unsatisfactory" reference when inquiries are made.

33.0 Conflict of Interest, Lobbying, and Ethics Review Panel

33.1 Conflict of Interest. The Contractor represents and warrants that there exists no actual or potential conflict of interest between the Contractor's performance under this Agreement and the Contractor's engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this Agreement, or any extension thereof, the Contractor shall immediately advise the Board thereof.

33.2 In accordance with §5-815 through §5-820 of the General Provisions Article of the *Annotated Code of Maryland*, the Board of Education of Howard County has promulgated Ethics Policies which cover conflict of interest, financial disclosure and lobbying. All Contractors are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.

33.3 All Contractors should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 2070) prohibiting Howard County Public School System employees from benefiting from business with the school system.

33.4 All Contractors are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 2070.

34.0 Multi-Agency Participation

34.1 HCPSS 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 limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/Contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

- 34.2 Each participating jurisdiction or agency shall enter into its own contract with the Award Contractor(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. 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 Award Contractor. HCPSS does not assume any responsibility other than to obtain pricing for the specifications provided.
- 35.0 Non-hiring of Employees by Contractor or HCPSS
- 35.1 No employee of the HCPSS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the HCPSS or any unit thereof.
- 35.2 No employee of the Contractor or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Contractor or any unit thereof.
- 36.0 Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- 36.1 Contractor certifies, by the signing of this contract, that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local government department or agency.
- 36.2 Where Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this contract as Exhibit B.
- 37.0 Severability
- Should any part, term or provision of this Agreement be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions here of shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.
- 38.0 Software Platform Terms
- Except as expressly stated herein, neither party transfers any intellectual property rights to the other party. As between the parties, Contractor owns all intellectual property rights in the Services, provided that Customer has the right to access and use the Services in accordance with the Agreement upon Contractor's acceptance of a Purchase Order. If HCPSS provides its logo, trademarks, or other intellectual property for purposes of branding the Services, HCPSS permits Contractor to use such materials provided by HCPSS for the purpose of providing the Services. As between the parties, HCPSS owns all personal data of Learners that, alone or in combination, is linked or is linkable to a specific Learner ("HCPSS Data"). HCPSS and Contractor shall process HCPSS Data in compliance with all privacy laws applicable to HCPSS Data, which may include, without limitation, the Children's Online Privacy Protection Act and the

Family Educational Rights and Privacy Act (collectively, "Privacy Laws"). Contractor shall abide by HCPSS' Student Data Sharing Agreement specified in the Solicitation Documents.

Signatures on Next Page

IN WITNESS WHEREOF, the parties have executed this Agreement on the last signature date set forth below.

Accepted by:

[CONTRACTOR NAME]

Signature

Witness

Name/Title

Date

BOARD OF EDUCATION OF HOWARD COUNTY

[NAME] Date
Chair
Board of Education of Howard County

Robert Bruce
Director of Procurement and Materials Management
Howard County Public School System

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by a Duly Authorized Representative and
Chair of the Board of Education of Howard County)

OFFICE OF GENERAL COUNSEL
*Approval of Legal Form and Sufficiency Does not Convey Approval or
Disapproval Of the Substantive Nature of this Transaction.
Approval is Based Upon Typeset Document- All Modifications Require Re-Approval.

APPENDIX E
BID/PROPOSAL AFFIDAVIT
VENDING SERVICES
RFP No. 036.23.B6

Date: _____

Bidder: _____

ADDENDA

Receipt of the following Addenda is acknowledged:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

AFFIDAVIT

Special Instructions: An authorized representative of the bidder shall complete the following affidavit in accordance with these bid documents and insert an answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification

I, _____, being duly sworn, depose and state:

1. I am the _____ (officer) and duly authorized representative of the organization named _____ whose address is _____ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
 - (a.) Been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state of the federal government;
 - (b.) Been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - (c.) Been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
 - (d.) Been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
 - (e.) Been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement Article;
 - (f.) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
 - (g.) Been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals, their position with the firm, and the sentence or disposition of the charge.

(you may attach an explanation as necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Howard County Maryland is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Howard County Maryland or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County Maryland may terminate any contract awarded and take any other appropriate action.
6. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

The statements contained in this affidavit shall be incorporated into the awarded contract as material provisions and shall be effective throughout the life of the contract. The firm has a continuing obligation through the life of the contract to submit a revised affidavit should the firm discover information, or events occur, which render the contents of this affidavit erroneous or incomplete or which would result in the firm providing a different response. The firm's failure to submit a revised affidavit within three (3) working days of either its awareness of any error, change of circumstances, incompleteness, etc., or request by the owner shall constitute breach of contract. Upon submission of a revised affidavit, the owner has the right to take such actions as may be necessary, in the judgement of the owner, to maintain and enforce the provisions of the affidavit, including termination of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of these affidavits (Statutory and Non-Collusion) are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and the Non-Collusion Certification in compliance with requirements of the Board of Education of Howard County Maryland, and that I am executing and submitting this Form of Proposal on behalf of and as authorized by the bidder named below.

(Signature of Bidder)

(Date)

(Title of Bidder)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2020.

NOTARY PUBLIC

Name _____

Seal:

My Commission Expires _____

(Legal Name of Company)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

(E-mail address)

Contractor's License Number # _____

We are/I am licensed to do business in the State of Maryland as a:

() Corporation

() Partnership

() Individual

() Other

APPENDIX F

**VENDING MACHINE SERVICE FOR
HEALTHY SNACKS AND BEVERAGES
RFP No. 014.20.B3**

COST PROPOSAL SHEET

I. COST STRUCTURE: (Attach additional sheets if necessary, with product information)

Option 1

Contractor shall provide pricing for Tier 1 snacks and beverages, snacks and beverages offered under this contract. Description of all products and beverages shall include; brand name, package size or weight, description of product, cost to HCPSS, and nutritional information including ingredients and copy of product label.

Product Type and Description

Cost to HCPSS

Tier 1 Snacks

\$ _____

Description, Nutritional Info, Label

Tier 1 Beverages

\$ _____

Description, Nutritional Info, Label

Description, Nutritional Info, Label

Commission Percentage offered to HCPSS per Month: _____%

APPENDIX F

**VENDING MACHINE SERVICE FOR
HEALTHY SNACKS AND BEVERAGES
RFP No. 014.20.B3**

COST PROPOSAL SHEET

Option 2

Contractor shall provide pricing for Tier 2 snacks and beverages, including snacks and beverages not Tier 1 or Tier2 offered under this contract. Description of all products and beverages shall include; brand name, package size or weight, description of product, cost to HCPSS, and nutritional information including ingredients and copy of product label.

Tier 2 Snacks

_____ \$ _____
Description, Nutritional Info, Label

Tier 2 Beverages

_____ \$ _____
Description, Nutritional Info, Label

Snacks (not Tier 1 or Tier 2)

_____ \$ _____
Description, Nutritional Info & Label included

Beverages (not Tier 1 or Tier 2)

_____ \$ _____

***NOTE:** The cost to HCPSS for all snacks and beverages is all inclusive of overhead, profit, administrative fees, direct and indirect costs. No other expenses or fees will be added to the cost per product. Lines left blank will be considered "No Cost" or "Not Applicable"

II. **ADDENDUM:** The bidder acknowledges receipt of the following addenda:

Addendum No. _____ Addendum No. _____ Addendum No. _____

APPENDIX F

VENDING MACHINE SERVICE FOR
HEALTHY SNACKS AND BEVERAGES
RFP No. 014.20.B3

COST PROPOSAL SHEET

III. PROPOSAL SUBMITTED BY:

Authorized Signature	Date	Title
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Print or Type Name	Phone Number	E-mail Address
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Company Name

Street Address

City,	State	Zip
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Contact Person	Telephone No.	E-mail Address
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