



THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY
13300 OLD MARLBORO PIKE, ROOM 20
UPPER MARLBORO, MD 20772

REQUEST FOR PROPOSAL

VENDING SERVICES FOR SCHOOL LOCATIONS

ISSUED BY: Purchasing & Supply Services
Attention: Angela Queen, Procurement Specialist

RFP NUMBER: RFP 023-22

RELEASE DATE: March 11, 2022

PRE-PROPOSAL MEETING: N/A

PROPOSAL DUE DATE: April 11, 2022 @ 2:00 p.m.

DIRECT INQUIRIES TO: Angela Queen and Diane Forde
angela.queen@pgcps.org and diane.forde@pgcps.org

PROPOSAL DOCUMENTS

The bid documents may be obtained by:

1. Downloading the document from the Board's website at: <https://www.pgcps.org/> or clicking on the following link: <https://www.pgcps.org/purchasing/bids.aspx>
2. Accessing solicitations on eMaryland Marketplace <https://procurement.maryland.gov/>
3. Contact the Purchasing Department at 301-952-6560.
4. Visiting the Purchasing Department between the hours of 9:00 AM and 4:00 PM, Monday through Friday, excluding holidays. The Purchasing Department is located at 13300 Old Marlboro Pike, Room 20, Upper Marlboro, MD 20772-9983.

Respondents are cautioned not to make changes to any of the terms and conditions or specifications in this solicitation. Doing so may render a Respondent's proposal unacceptable and subject to rejection.

Questions and inquires may be addressed as outlined in Part II, Item 4 of this solicitation. All questions must be directed to the Buyer specified above. Failure to adhere to this requirement may subject the respondent to immediate disqualification.

TABLE OF CONTENTS

PART I: SCOPE OF WORK.....	3
1.0 INTRODUCTION	3
2.0 BACKGROUND	3
3.0 SCOPE OF SERVICES	3
4.0 NON-EXCLUSIVE.....	3
PART II: GENERAL TERMS AND CONDITION.....	4
1.0 STATEMENT OF CONFIDENTIALITY	4
2.0 TERM OF AGREEMENT	4
3.0 PRE-PROPOSAL MEETING	4
4.0 QUESTIONS AND INQUIRIES.....	5
5.0 POINT OF CONTACT/TECHNICAL CONTACT.....	5
6.0 CONTRACT FACILITATOR/THE BOARD SUPERVISION	5
7.0 CONTRACT TYPE.....	5
8.0 PAYMENT TERMS	5
9.0 RFP REVISIONS	6
10.0 SUBMISSION DEADLINE	6
11.0 PROPOSAL OPENING.....	6
12.0 DURATION OF OFFER	6
13.0 MINORITY & WOMEN BUSINESS ENTERPRISE PROGRAM	6
14.0 E- COMMERCE	7
15.0 INSURANCE.....	7
16.0 LIQUIDATED DAMAGES	7
17.0 FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS	7
18.0 LEGAL COMPLIANCE.....	10
19.0 BONDING.....	10
20.0 TERMS AND CONDITIONS	11
21.0 STATE OF MARYLAND CERTIFICATE OF GOOD STANDING	11
22.0 PERSONALLY IDENTIFIABLE INFORMATION (PII).....	11
PART III: PROPOSAL FORMAT.....	13
1.0 GENERAL FORMAT – THREE (TWO if MBE Waiver) - PART SUBMISSION	13
2.0 VOLUME I: TECHNICAL PROPOSAL FORMAT	14
3.0 VOLUME II: FINANCIAL PROPOSAL	16
4.0 VOLUME III: MINORITY BUSINESS ENTERPRISE (MBE).....	16
PART IV: SCOPE OF WORK	17
PART V: EVALUATION AND SELECTION PROCEDURE.....	27
1.0 EVALUATION COMMITTEE.....	27
2.0 EVALUATION PROCESS.....	27
3.0 EVALUATION CRITERIA.....	28
PART VI: APPENDICES	
APPENDIX A - SPECIAL TERMS & CONDITIONS FOR RFP'S	
APPENDIX B - ADDENDA ACKNOWLEDGEMENT	
APPENDIX C - REFERENCES	
APPENDIX D - NON-COLLUSION CERTIFICATE	
APPENDIX E - DEBARMENT AFFIDAVIT	
APPENDIX F - ANTI-BRIBERY AFFIDAVIT	
APPENDIX G - CERTIFICATE OF INSURANCE COVERAGE	
APPENDIX H - FINANCIAL PROPOSAL FORM	
APPENDIX I - LETTER OF INTENT TO APPLY	
APPENDIX J - MBE FORM	
SCHOOL LOCATIONS (ATTACHMENT A)	
MARYLAND NUTRITION STANDARDS FOR ALL FOODS SOLD IN SCHOOL GUIDELINES, (ATTACHMENT B)	

PART I: SCOPE OF WORK

1.0 INTRODUCTION

This Request for Proposal (RFP) is soliciting proposals for **Vending Services for School Locations**. Multiple bidder(s) may be awarded for Prince George's County Public Schools Administrative Buildings.

2.0 BACKGROUND

The Board Of Education of Prince George's County (The Board) serves the needs of public education in Prince George's County, covering approximately 1,789 square miles, with a residential population of more than 904,430. It is the second largest public school system in the State of Maryland. The Board operates 240 facilities over a ten-mile radius, which includes Pre-k, elementary, middle, and high schools as well as special education centers and alternative schools. The Central administration headquarters is located at 14201 School Lane, Upper Marlboro, Maryland.

The Board currently has approximately 136,000 students, 19,600 employees and an annual operating budget of \$2.4 billion.

3.0 SCOPE OF SERVICES

The Board requests proposals for **Vending Services at PGCPs school locations**. The specifications are contained in the Request for Proposal. Responses submitted must meet or exceed all requirements. Proposals that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

4.0 NON-EXCLUSIVE

The intent of this contract is to provide The Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board and is considered to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.

CONTRACTORS IN LEGAL PROCEEDINGS WITH PGCPs

PGCPs recognizes the significant costs and imposition on the time of personnel associated with legal proceedings. Accordingly, PGCPs has adopted a process stating that:

“One factor, among others, that are to be considered when awarding a contract or purchase order is the existence of a pending legal dispute – whether in court or an alternative dispute forum – with any contractor or vendor which has submitted a bid or proposal. Before including consideration of the legal dispute as a factor, the Procurement Officer shall seek the advice of the Office of General Counsel regarding the legal dispute and shall obtain the concurrence of the CEO or his designee.”

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. The selected vendor agrees not to disclose or knowingly use any confidential or proprietary information of The Board Of Education of Prince George's County and/or third party participant.

Proposal submissions are subject to the Maryland Public Information Act (Education Article, Maryland Annotated Code, §10-611, et seq.). In accordance with the Act, certain information is subject to public disclosure. Please be advised that should you deem any portion of your proposal as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

2.0 TERM OF AGREEMENT

The anticipated term of this contract shall be for three (3) years.

The bidder warrants that prices for the proposal under this RFP are not higher than prices currently extended to any other governmental agency for the same product or service.

Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The term of renewal shall not exceed two (2) additional one (1) year periods.

- A. The Board expects all vendors to provide year over year cost reductions recommendations.
- B. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- C. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least sixty (90) days prior to the renewal term and shall be accompanied by supporting documentation.
- D. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to Prince George's County Public Schools.

3.0 PRE-PROPOSAL MEETING (N/A)

A pre-proposal meeting is scheduled for **XXXX virtually via Zoom Meeting**. Only interested respondents who return the Appendix H Letter of Intent to Attend the Pre-proposal meeting included with this solicitation will receive the Zoom link meeting information.

While attendance at the Pre-proposal meeting is not mandatory, the information presented is informative. All interested qualified vendors are encouraged to attend in order to be better able to prepare an acceptable proposal.

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing via email, to the point of contact listed below, in MS Word format. **Please do not submit question in PDF format.**

To be given consideration, the questions must be received **NO LATER THAN 1:00 p.m., EST.** Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on PGCPs website www1.pgcps.org/Purchasing and www.emarylandmarketplace.com.

Questions Due

Thursday, March 18, 2022

Addendum Posted

Tuesday, March 23, 2022 (tentative date)

5.0 POINT OF CONTACT

Angela Queen, Procurement Specialist
Diane Forde, Purchasing Clerk
E-mail: Angela.Queen@pgcps.org
Diane.Forde@pgcps.org

TECHNICAL CONTACT

Pia Puertollano,
Food & Nutrition Specialist II
(Do Not Initiate Contact)

Note: Please do not contact any parties involved in this RFP directly, including the **Food & Nutrition** Office. All questions must be submitted in writing and directed to the contacts specified above. Failure to adhere to this requirement or any attempt to directly contact another party outside of the specified buyers may subject the respondent to immediate disqualification.

6.0 CONTRACT FACILITATOR/THE BOARD SUPERVISION

The Contractor's performance will be under the technical direction of the Buyer/Requesting Department/Project Manager who will be responsible for ensuring contractor's compliance with the requirements of this contract to include managing the daily activities of the contract, providing technical guidance to the contract, and overall project scheduling and coordination. The contractor shall be accountable to the end users on all matters relating to the scope of work.

7.0 CONTRACT TYPE

The contract resulting from this solicitation will be a fixed-price multi-award contract/requirements contract. The Board reserves the right to award to multiple vendors.

8.0 PAYMENT TERMS

The Contractor shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line item price on the Purchase Order and made within 30 days after the date on the invoice.

The Board reserves the right to reduce or withhold contract payment in the event the Contractor does not provide the Department with all required deliverables within the timeframe specified in the contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the contract.

9.0 RFP REVISIONS

Should it become necessary to revise any part of this RFP, addenda will be posted on www.emma.maryland.gov and the Board's Purchasing Department website @ <http://www1.pgcps.org/purchasing>. All addenda, amendments or changes issued shall be deemed received by Offeror(s) provided they are posted to eMaryland Marketplace or the Board Purchasing Department website. Failure of any Offeror(s) to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Offeror(s) from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

10.0 SUBMISSION DEADLINE

In order to be eligible for consideration, proposals must be received at Purchasing Office no later than **2:00 pm, Monday, April 11, 2022**. Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their bid in the Office of Purchasing & Supply Services prior to the deadline. Any bid received in the Purchasing Office after the submission deadline, will be returned unopened. Delivery to the Board's mailroom, lobby, etc. shall not constitute delivery to the Purchasing Office. Purchasing is located at 13300 Old Marlboro Pike, Room 20, Upper Marlboro, Maryland 20772.

11.0 PROPOSAL OPENING

RFP Proposals are not opened publicly, but in the presence of at least two Purchasing Office employees. Once the proposals are opened, the Buyer will prepare a document that summarizes the proposals received. This document will be available for inspection after issuance of Notice of Award.

12.0 DURATION OF OFFER

A proposal submitted in response to this solicitation is binding upon the Offeror(s) and is considered irrevocable for a minimum of **120 days** following the closing date for receipt of initial proposals or the closing date for receipt of a best and final offer, if applicable.

13.0 MINORITY BUSINESS ENTERPRISE PROGRAM

Prince George's County Public Schools has a Minority Business Enterprise (MBE) Program in effect. Information about this program and forms for compliance are included in the bid documents; the forms can also be downloaded online at:

<http://www1.pgcps.org/generalcounsel/>, click on "Administrative Procedures," then click on Business and Non-Instructional Operations -3000 for Administrative Procedure 3325 and attachments. All firms submitting a proposal must complete the appropriate forms and submit the forms with their proposal. For this project, the BOARD will recognize minority certification from the State of Maryland Department of Transportation (MDOT); Prince George's County Government and Washington Metropolitan Area Transit Authority (WMATA). For additional information contact the Minority Business Office at 301-952-6563.

LOCAL MBE INITIATIVE

In accordance with Prince George's County School goals promoting minority and locally based purchases, if all other factors are equal, priority shall be given to a locally based firm. "Locally based firm" in this instance refers to a company or firm with a primary business address located within the geographical boundaries of Prince George's County.

MINORITY BUSINESS ENTERPRISE PROGRAM – PROHIBITIONS

State Law HB 389 and SB 611, Prime Contractors are prohibited by law from including a certified MBE in a bid or proposal without requesting, receiving, or obtaining the MBE's authorization. The contractor must also use the MBE's services to perform the contract. In addition, the contractor may not pay the MBE solely for the use of its name in the bid or proposal.

Prime Contractor may be prosecuted if they fail to comply with the law. The Board is required under the law to report the violation.

14.0 E- COMMERCE (N/A)

eMaryland Marketplace Advantage (<https://emma.maryland.gov>) is the primary site for the Board to transmit solicitations over \$25,000. This website also serves to publish any addenda, associated materials, bidder/Offeror(s) questions and The Board' responses and other solicitation related information.

Notices of solicitations are also posted on our website www1.pgcps.org/purchasing in accordance with State Finance and Procurement Article 13-103 Competitive Sealed Bids, Article 13-104 Competitive Sealed Proposals, and Article 13-107 Sole Source Procurements.

The eMaryland Marketplace law became effective on June 1, 2008 and requires units of State government, including those otherwise exempt from State procurement law, and all local government entities, to publish **notices** of procurement and procurement **awards** on the State's e-commerce website eMaryland Marketplace (eMMA).

All Offeror(s)s are required to register with eMaryland Marketplace, so that the award notice can be properly published.

15.0 INSURANCE

All Offeror(s)s shall complete and sign the attached Certificate of Insurance with their technical proposal per the attached insurance requirement form (See Appendix G).

15.1 CYBER LIABILITY INSURANCE (N/A)

All Offeror(s)s shall maintain and pay for **Cyber Liability Insurance** at a limit of not less than \$1,000,000 per occurrence, including coverage for data breach, media liability and third party cyber liability.

16.0 LIQUIDATED DAMAGES

In the event the Award Bidder(s) fails to deliver the goods or services of the contract in accordance with the specifications, PGCPs reserve the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of PGCPs. All additional expenses incurred by PGCPs as a result of such purchases will be deducted from the moneys owed or moneys which may become due.

17.0 FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

Employees Having Direct Contact with Students:

- a. Any and all current and future employees of Consultant who have direct contact with students must have a fingerprinting criminal background check conducted by the Maryland Criminal Justice Information System (CJIS) and the FBI, a Child Protective Services clearance conducted by the Prince George's County Department of Social Services, and complete the SafeSchools training module – Prince George's County Child Abuse: Mandatory Reporting and any other required training as appropriate.
- b. All background checks must be completed 15 business days prior to beginning work in and around PGCPs property or engaging in any authorized activities involved PGCPs students. The background checks must be completed by the Fingerprinting Office in the Sasscer Administrative Building or by the PGCPs satellite fingerprinting offices located in Prince George's County. No person may begin working in PGCPs until 15 days after completing the background clearance process (fingerprint and CPS) and required online training through SafeSchools.
- c. Prior to initiating any work at a school building, current and future employees of Consultant must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- d. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of Education who provides a services to a school or the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. Consultant shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPs upon request.

17.1 RESTRICTIONS ON EMPLOYEE ASSIGNMENTS

Vendors are prohibited from assigning the following persons from working at a PGCPs location:

- A. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- B. Individuals convicted of a crime involving third or fourth degree sexual offence under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in Section 14-101 of the Criminal Law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113)
- C. Individuals identified as an alleged abuse or neglecter following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

17.2 VENDOR RESPONSIBILITIES

- A. The Vendor agrees to provide the designated PGCPs representative with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any

instructors. All correspondence should include the following information as applicable:

- i. title of the project
- ii. school/office
- iii. solicitation number
- iv. contract number; and
- v. PGCPs representative/project manager

Compliance with Laws

Offeror(s) shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Offeror(s) violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles the Board to terminate this Contract immediately upon delivery of written notice of termination to Offeror(s).

Educational/Medical/Psychological Records (N/A)

The Offeror(s) acknowledges its responsibility to ensure compliance with the confidentiality provisions of the Family Educational Records Privacy Act (34 CFR §99); The Health Insurance Portability and Accountability Act of 1996 (HIPAA) 45 CFR Part 160 and Part 164, Subparts A and E, and Code of Maryland Regulations §13A.08, with respect to school records provided by the Board, if applicable.

Any confidential information provided by THE BOARD to Offeror(s), including all copies thereof must be used by Offeror(s) only as provided for by this Agreement and only for the purposes herein described. Such information shall not be disseminated or disclosed to any third party, not a party to this Agreement, without the expressed written consent of THE BOARD and can only be done in accordance with applicable privacy laws. Offeror(s) agrees to return to THE BOARD all such information within fifteen (15) days of the expiration of termination of this Agreement; or with the express consent of THE BOARD. Offeror(s) may destroy such information within fifteen (15) days of termination or expiration of this Agreement, certifying to THE BOARD in writing that the information has been destroyed.

Protection of Student Records (N/A)

Offeror(s) and its affiliates or subcontractors, at their expense, have a duty to and shall protect from disclosure any and all Student Records which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in conformance with current industry standards.

Offeror(s) or its affiliates or subcontractors shall implement and maintain a comprehensive data – security program for the protection of Student Records whether the Records are stored electronically and/or in hard copy form. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Student Records, and information of a similar character, as set forth in all applicable federal and state law and written policy of THE BOARD or the Maryland State Board of Education (“MSBE”) concerning the confidentiality of Student records. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access, and transportation of data containing Student Records;
2. Reasonable restrictions on access to records containing Student Record information, including access to any locked storage where such records are kept;
3. A process for reviewing policies and security measures at least annually;
4. Creating secure access controls to Student Records, including but not limited to passwords; and
5. Encryption of Student Records that are stored on laptops, portable devices, or being transmitted electronically Offeror(s) and its subcontractors or affiliates shall notify THE BOARD as soon as is practicable, but no later than twenty-four (24) hours, after they become aware of or suspect that any Student Records which Offeror(s) or subcontractors or affiliates possess or control have been subject to a Student Records breach. The Offeror(s) shall incorporate the requirements of this Section in all subcontracts requiring each of its affiliates to safeguard Student Records in the same manner as provided for in this Section. Nothing in this Section shall supersede in any manner Offeror(s) or its affiliate's obligations pursuant to HIPAA, FERPA, or the provisions of this Agreement concerning the obligations of the Offeror(s) as a service provider to THE BOARD.

18.0 LEGAL COMPLIANCE

- a. Contractor shall comply in all respect with Federal, State (including Maryland Motor Vehicle laws) and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Maryland. Any disputes, legal cases or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law. Additionally, if applicable, all materials, supplies, equipment, or services supplied, as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.
- b. Specifically, contractor shall comply with all applicable laws and regulations relating to the employment of aliens, such failure, shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of contractor and contractor's subcontractors are screened through the Federal Government's E-Verify system, found at www.dhs.gov/E-Verify . This is a "no fee" service.

18.1 EPA COMPLIANCE

- a. Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

19.0 BONDING (N/A)

Respondents may be required to submit a bid bond in the amount of five percent (5%) as determined by the BOARD and specified in the RFP, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that may exceed \$100K. (COMAR21.06.07.10)

The bond must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

PERFORMANCE AND LABOR BOND The successful respondent may be required to submit a performance and/or labor bond, Cashier's or Certified Check in the amount of one hundred

percent (100%) as determined by the BOARD and specified in the RFP, of all phases of the contract to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that exceeds 100K. (COMAR 21.06.07.10) The Board reserves the right to request performance and labor bond for amount over or under \$1000

The bond, cashier or certified check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

20.0 TERMS AND CONDITIONS

Any contract entered into in connection with this solicitation shall be subject to these General Terms and Conditions except as otherwise modified herein.

It shall be the Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. The Board shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, The Board may find said Contractor in default.

In the event of conflict between the General Terms and Conditions and any part or portion of the Special Conditions (Appendix A), these General Conditions shall take precedence.

In the event of conflict between this solicitation any of the General Terms and Conditions proposed by any Offeror(s), or incorporated in any acknowledgement of contract awarded to the successful Offeror(s), then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the Director of Purchasing & Supply Services Prince George's County Public Schools.

21.0 STATE OF MARYLAND CERTIFICATE OF GOOD STANDING

Offeror(s) shall submit a State of Maryland Certificate of Good Standing or other State of Maryland issued documentation verifying the bidder is in Good Standing with the Department of Assessment and Taxation of Maryland and/or registered to do business in the State of Maryland.

Certificates of Status may be obtained on line at <http://www.dat.state.md.us>.

This requirement applies to both Domestic and Foreign (out of state) Bidders. Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation

22.0 PERSONALLY IDENTIFIABLE INFORMATION (PII)

Personally Identifiable Information includes any information that can be associated with or traced to any individual, including an individual's name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement, including transactional and other data pertaining to users. The parties will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of Personally Identifiable Information. In no event may PII be sold or transferred to third parties, or otherwise provide third parties with access thereto. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.

23.0 VACCINE AND TESTING REQUIREMENTS AND ON-SITE PROGRAMMING BY NON-PGCPS EMPLOYEES

Effective September 13, 2021, or at any time during the term of this Contract in which services commence by any intern, volunteer, vendor, contractor or employee of Partner (referred to herein as "Partner's staff"), PGCPS will require proof of vaccination against Covid-19 or weekly proof of a negative Covid-19 test [with results obtained within seventy-two (72) hours] each Monday for unvaccinated Partner's staff who are providing services on-site at a PGCPS facility.

1. Unless otherwise stated and to the extent possible, Partner's services shall be rendered virtually during the term of this Contract or until such time that PGCPS authorizes in-person services by Partner.
2. In the event Partner's services must be provided at a PGCPS site (not virtually):
 - a. Partner's staff shall be required to provide confirmation of vaccination to the designated PGCPS Point of Contact (i.e. principal/designee or responsible department/office representative) who is responsible for ensuring that the scope of services are completed.
 - b. Partner's staff shall be required to submit a list or other documentation of all Partner's staff who are vaccinated prior to the initiation of services. During the term of the Contract, Partner shall be responsible for supplementing this list for any new Partner staff assigned to provide services under this Contract prior to the Partner's staff's start date of services.
 - c. Unvaccinated, staff providing services at a PGCPS site must present proof of a negative Covid-19 test taken within seventy-two (72) hours to the designated PGCPS Point of Contact (i.e. principal/designee or responsible department/office representative) who is responsible for ensuring that the scope of services are completed. Contractor shall be responsible for providing results from pharmacies and labs that are accredited to administer Covid-19 testing. Results obtained from home Covid-19 testing kits will not be accepted and shall not meet the requirements of this Contract.
 - d. Partner shall be required to submit a list or other documentation of all Partner's staff who tested negative by the close of business each Monday. If Monday is a holiday, then the list or other documentation must be submitted on the next day in which schools are open by close of business. This requirement shall continue **each week during the term of this Contract**.
 - e. PGCPS will not be responsible for testing Partner's staff. Failure to provide proof of negative results will bar Partner's staff from providing in-person services at a PGCPS site until such time as the information is presented.
3. Partner shall inform its PGCPS Point of Contact via phone call or email immediately upon being informed that any of its staff are unavailable to provide onsite services for any day(s) in which they are unable to present a negative Covid-19 test.
4. In the event a non-PGCPS staff tests positive for Covid-19, Partner shall inform the PGCPS Point of Contact immediately but no later than 24 hours after receiving notification of a positive Covid-19 test from the non-PGCPS employee.

The Parties agree that all other terms and conditions of the Agreement shall remain in full force and effect and shall only be amended in writing, signed by both parties.

PART III: PROPOSAL FORMAT

1.0 GENERAL FORMAT – THREE - PART SUBMISSION

Submission of the proposals is via electronic portal, eMaryland MarketPlace Advantage (eMMA), as well as via hardcopy submittal is required. Only proposals that are submitted via eMMA by the date and time will be utilized during the evaluation process. Proposals that are not submitted via this portal shall be ruled non-responsive.

It is the Respondent's responsibility to submit their proposals on time via the electronic portal. It is also the Respondent's responsibility to ensure the proposal has been uploaded properly on eMMA. Therefore, it is recommended that Respondents become familiar with this portal, as well as the submission process prior to the due date and time of this solicitation. PGCPs reserves the right to request Respondents that fail to provide adequate proof of submission of their proposal via eMMA may be declared non-responsive and will not be included in the evaluation. Any questions regarding how to submit proposals via the electronic portal shall be directed to eMMA.

A. Offeror(s) shall submit **in separate sealed envelopes** the following;

- Volume I - Technical Proposal
- Volume II - Financial proposal
- Volume III - Minority Business Enterprise and Women's Business Enterprise (MBE) Commitment Utilization

Each envelope shall comprise the following:

1. The Technical proposal shall include **One (1) original (so labeled) and one (1) copy** in a sealed envelope clearly labeled "Technical Proposal". An electronic version of the Technical Proposal shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume I: Technical Proposal.

In addition, an exact duplicate of the Original Technical Proposal shall be submitted electronically via eMMA by the deadline date indicated in the RFP. The Technical Proposal shall be submitted in pdf format. PGCPs will not accept documents submitted via eMMA in an alternate format. Do not submit individual sections of the Technical Proposal. The Technical Proposal submission shall be uploaded as one (1) file.

2. The Financial proposal shall include **One (1) original (so labeled) and one (1) copy** in a sealed envelope clearly labeled "Financial Proposal". An electronic version of the Financial Proposal shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume II: Financial Proposal.

In addition, an exact duplicate of the Original Financial Proposal shall be submitted electronically via eMMA by the deadline date indicated in the RFP. The Financial Proposal shall be submitted in pdf format. PGCPs will not accept documents submitted via eMMA in an alternate format. Do not submit individual sections of the Financial Proposal. The Financial Proposal submission shall be uploaded as one (1) file.

3. The MBE envelope shall include **One (1) original (so labeled) and one (1) copy** of Commitment Utilization forms provided with the RFP (See Appendix J). An electronic version of the MBE Commitment Utilization Forms shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume III: MBE Commitment Utilization Forms

In addition, an exact duplicate of the Original MBE Proposal shall be submitted electronically via eMMA by the deadline date indicated in the RFP. The MBE Proposal shall be submitted in pdf format. PGCPSS will not accept documents submitted via eMMA in an alternate format. Do not submit individual sections of the MBE Proposal. The MBE Proposal submission shall be uploaded as one (1) file.

- B. Each envelope and the outside of each package shall, in addition, be labeled with the following:

1. **The Offeror's name and business address.**
2. **The due date/time for receipt of proposals.**
3. **The Title of the RFP and RFP number**

2.0 VOLUME I: TECHNICAL PROPOSAL FORMAT

Each proposal must include a table of contents and all pages in the technical proposal must be numbered, consecutively from beginning to end and separated by tabs as described below:

TAB A. TRANSMITTAL LETTER

Technical proposals are to be accompanied by a brief transmittal letter prepared on the Offeror(s)'s letterhead, and signed by an individual who is authorized to commit the Offeror(s) to the services and requirements in the RFP and proposal. This transmittal letter shall include:

1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Offeror(s) to the contract, who will receive all official notices concerning this RFP.
2. The Offeror(s)'s Federal Tax Identification Number or Social Security Number.
3. A brief statement of the Offeror(s) understands of the work to be done, the commitment to perform the work within the time period, and a statement of why the firm believes it is best qualified to perform the engagement.
4. A statement that the proposal is a firm and irrevocable offer for a period of one-hundred twenty (120) days.
5. Acknowledgement of all Addenda to this RFP

TAB B. TABLE OF CONTENTS

TAB C. EXPERIENCE AND CAPABILITIES

Offeror(s) shall provide information on past and current experience with rendering services similar in size and scope to those in this RFP. This description shall include:

1. Summary of the services offered including the number of years the Offeror(s) provided these services; the number of clients and geographic locations the Offeror(s) currently serves, etc. and has served; and if a past customer, why the Offeror(s) is no longer providing services;
2. Organizational chart of the Offeror(s) showing the major components of the unit(s) that will be performing the requirements of this contract; where the management of this contract will fall within the organization; and what resources will be available to support this contract in primary, secondary and back-up roles.
3. Name all key personnel who will perform work under this contract and include each individual's resume. Include work history, educational background and indicate the proposed role/function of each individual.
4. At least **four (4)** recent references from its customers who are capable of documenting the following: a) the Offeror(s)'s ability to manage similar contracts, b) the quality and breadth of services provided by the Offeror(s) under similar contracts (See Appendix C).

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The Offeror(s) shall include in its proposal, completed audited financial statements including the auditor's notes, for its last two fiscal years. If the Offeror(s) has not had its financial statements audited by an independent accounting firm, the Offeror(s) must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:
 - a. Recently audited (or best available) financial statements
 - b. Dunn and Bradstreet Rating
 - c. Standard and Poor's Rating
 - d. Lines of credit
 - e. Evidence of a successful financial track record
 - f. Evidence of adequate working capital
2. Offeror(s) shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with The Board.
4. Offeror(s) shall submit a State of Maryland Certificate of Good Standing or other filing verifying the Offeror(s) is in Good Standing with the Department of Assessments and Taxation of Maryland. Certificates of Status may be obtained on line at <http://www.dat.state.md.us>. This requirement applies to both Domestic and Foreign Bidders (out of state). Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation.

TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

The Offeror(s) shall address each major requirement of the Scope of Work. See Part IV., Item No. 4.0 for Technical Response and additional information regarding organization.

TAB F. FORMS

1. Certificate of Status (State of Maryland Certificate of Good Standing with the Department of Assessments and Taxation
2. Addenda Acknowledgement Form (Appendix B)
3. References (Appendix C)
4. Completed Non-Collusion Certificate (Notarized) (Appendix D)
5. Completed Debarment Affidavit (Notarized) (Appendix E)
6. Completed Anti-Bribery Affidavit (Notarized) (Appendix F)
7. Financial Proposal Form (Appendix H)
8. Completed MBE Documents (Appendix J)

Additional Documents

1. Product and Price List – excel spreadsheet electronic (USB)
2. Brochures/literature - complete description with detailed specifications of vending machines

3.0 VOLUME II: FINANCIAL PROPOSAL

- A. Offeror(s)s shall enter all price information on Appendix E, “Financial Proposal Form” and submit it under a separate sealed cover as described in Part III, Section 1.0.
- B. An electronic version of the Financial Proposal shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror(s) and the words Volume II: Financial Proposal.

4.0 VOLUME III: MINORITY BUSINESS ENTERPRISE (MBE)

- A. An **MBE goal of 15%** has been established for the contract to result from this solicitation (See Appendix J).
- B. Offeror(s)s shall include all documents as required in Appendix J (See Appendix J- Part A-Instructions)
- C. Any proposal that does not include and comply with the MBE Participation Disclosure Form, signed Statement of Intent Forms(s), and MBE Participation Affidavit is non-responsive and will be rejected.
- D. An electronic version of the MBE Commitment Utilization Forms shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror(s) and the words Volume III: MBE Commitment Utilization Forms.

Failure to provide any of the requested information or documents in this solicitation may render the bid non-responsive.

PART IV: SCOPE OF WORK

INTRODUCTION

By way of this Request for Proposal (RFP,) the Board of Education of Prince George's County is soliciting **Vending Services** located throughout the Prince George's County Public School System for various beverages and snack items.

It is the intent of PGCPSS to implement this contract at all current and future school building locations, as the sole agreement for all locations requesting vending services. PGCPSS currently has approximately thirty-three (33) vending machines located throughout the Division (**Attachment A**). Not all school sites will require vending services; however, all locations will have the opportunity to request services. The number of vending machines will vary from location to location. Successful vendor(s) shall provide, install and maintain machines as necessary to provide vending services. Machines provided shall be of adequate size and number to provide continuous service. Such machines shall remain the property of the vendor(s).

1.0 SCOPE OF WORK

- 1.1 It is the expectation of PGCPSS for the successful vendor(s) to provide all services outlined within this solicitation at no added cost to PGCPSS. Successful vendor(s) are responsible for:
 - 1.1.1 Furnishing and installing all vending machine(s) at each location, as needed or requested.
 - 1.1.2 Servicing, maintaining and repairing all vending machines and associated equipment.
 - 1.1.3 Provide all vehicles, manpower, vending equipment and maintain all stock required to fulfill the obligation of this contract.
- 1.2 The FNS cafeteria and vending sales in schools are impacted by a variety of internal and external rules, policy, laws and regulations. The District is obligated to adhere to:
 - 1.2.1 United States Department of Agriculture Smart Snacks in School guidelines (www.fns.usda.gov/cn/smart-snacks-school)
 - 1.2.2 National School Lunch and Breakfast Program (NSLBP) regulations and policies as set forth (primarily in 7 CFR 210 and 220).
 - 1.2.3 The District Wellness Promotion Policy, Administrative Procedure 0116 (**Attachment C**)
 - 1.3.1 All awarded companies will immediately ensure that all vended products upon award of this contract will adhere to products determined acceptable by the Maryland Nutrition Standards for All Foods Sold in School guidelines, (**Attachment B**). Failure to follow this may result in cancelation of this contract up to and including debarment.
 - 1.3.2 In order to accelerate migration to lower-calorie and nutritious products in schools all awardees' will work with the District in the spirit of mutual financial fairness to amend the terms of existing contracts to change the product mix described and approved by the District therein to include only products outlined in this document.

Successful vendor(s) shall have in effect and must maintain throughout the contract term, equipment/property insurance for all equipment and product liability insurance for all vended products. At the end of the contract term or upon termination/cancellation of the contract, vendor(s) shall remove all machines within 30 calendar days of notification, at no added cost to PGCPS.

Successful vendor(s) and applicable personnel are expected to be qualified to perform all work associated within this contract. All items and services provided under this contract shall be in accordance with all applicable County, State and Federal guidelines, regulations and laws.

Any damage to PGCPS property or staff sustained while performing all services outlined within this solicitation by the vendor will be the financial responsibility of the vendor.

PGCPS reserves the right to award in the best interest of PGCPS.

2.0 EQUIPMENT

2.1 Machine Requirements

Respondents shall submit with proposal brochures/literature containing 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. Literature shall be clearly marked with the RFP number and company name. Failure to provide machine information as required may result in automatic disqualification and may not move forward in the evaluation process.

2.2 Machine Specifications

All vending machines offered shall be new or of a recent model and be of good quality, so as to compare in appearance and performance with the best machines available on the market. ***Respondents shall submit with proposal a list of all machines proposed to be used under this contract as well as the age of such machines and provide a signed statement verifying the age of the machine.***

- 2.2.1 Machines shall be electrically operated and must be double insulated and/or grounded. All machines must be properly secured in a manner to avoid injury and damage. PGCPS facility staff must be consulted prior to affixing anything to PGCPS property to assure compliance with all safety requirements.
- 2.2.2 All machines must be equipped with timers in order to control their ability to vend and not vend at the appropriate times.
- 2.2.3 Machines must be adaptable for use of a debit/credit card system.
- 2.2.4 Machines shall be equipped with dollar bill/dollar coin acceptors.
- 2.2.5 Machines shall accept any combination of nickels, dimes, quarters and dollars.
- 2.2.6 Machines shall be equipped with internal counters to validate unit sales.
- 2.2.7 Vending machines must be able to generate sale totals and trends on demand. PGCPS prefers newer technology that monitors sales and commissions through a handheld computer or other type of electronic mechanism for monetary accounting; thus eliminating the need for "hands-on" money accounting and the potential misappropriation of funds.
- 2.2.8 PGCPS requires an internet desktop monitoring and maintenance software system for account management. If internet access is required for the electronic transmission of data, vendor will be responsible for the placement and cost of data cables at each machine.

- 2.2.9 Technology software should have the capability to monitor usage, content, fill rate, etc. in “real-time” so that the physical need to inspect machines for this information is eliminated.
- 2.2.10 Machines must have remote monitoring capabilities for stocking.
- 2.2.11 All vending machines provided shall meet or exceed ALL safety requirements for Federal, State, and local government.

Respondents shall submit a detailed description of the software system and a sample of reporting capabilities that are available under this contract.

2.3 Locations of Equipment

Successful vendor will confine its vending machines to the space(s) allocated by the designated PGCPS facility staff member. The vendor shall assume all costs and liability to relocate a machine that was placed in an undesignated area. The vendor shall obtain written permission, in advance, from the Director of Purchasing and Supply Services to relocate, exchange, or remove vending machines.

All equipment delivery, relocation, and removal shall be the sole responsibility of the successful vendor, along with all associated expenses. PGCPS staff shall not be required to assist. Restocking of machines and the reporting of sales shall comply with sound accounting principles and standard industry practices. Vendor shall be responsible for keeping machines stocked with allowable food and beverage products. All beverage and snack items must be approved by the Food and Nutrition Services (FNS) or designee.

The majority of vending machines will be located in the specific vending areas as designated by the facilities. However, PGCPS reserves the right to add or delete sites and/or areas of location during the contract term.

2.4 Security of Equipment

PGCPS will make every attempt to safeguard the vendor's equipment. However, the successful vendor(s) shall be responsible for the security of the machines. No keys will be kept on-site by PGCPS Staff. Vending machines placed at PGCPS site locations under this contract are at the sole risk of the vendor. PGCPS shall in no way be liable for any destruction, vandalism, or theft of the vending machines or its contents. Damaged machines shall be repaired or replaced within three (3) business days of notification and fully stocked and operational for PGCPS use.

2.5 Vendor Equipment Responsibilities

Vendor shall be responsible for maintaining a standard of housekeeping and sanitation, outside and inside, of machine to the complete satisfaction of PGCPS, State and governmental authorities, including all Occupational Safety and Health Act and local health regulations.

2.6 Insurance of Equipment

At a minimum, vendor(s) shall be required to maintain insurance coverage for the equipment, property damage and product liability throughout the entire contract term. A copy of the insurance policy must be provided to the Purchasing Office to be kept on file. Vendor shall be held responsible for repairs due to vandalism and/or loss of revenue at no additional costs to PGCPS. Previous experience indicates that vandalism is a minimal problem.

Successful vendor(s) must provide an updated Certificate of Liability Insurance listing the Board of Education of Prince George's County as a Certificate Holder, prior to Notice of Contract Award

being issued. It is at the discretion of PGCPs to determine if the coverage amount is sufficient to cover the contract. Coverage must be maintained throughout the contract term.

2.7 Installation and Equipment Delivery

Prior to all installations, the Food and Nutrition Services (FNS) or designee will work with the vendor(s) and Building Services to mutually agree upon installation sites and dates. Vendor(s) shall assume all responsibility for damages to property caused by the equipment and/or vending personnel. Vendor(s) shall be responsible for the placement of machines without the assistance from PGCPs staff.

Vendor(s) shall be required to furnish all equipment necessary to install machines. Vendor shall furnish all vending machines with ancillary equipment (including drains, hookups, and drillings.) Prior installation, locations requiring drilling or any type of work that would alter the surrounding area, must be approved by the Director of Building Services prior to commencement of installation. Additionally, vendor(s) shall not add any electrical connections. At the discretion of PGCPs, vendor(s) may be required to reimburse PGCPs for all cost(s) of additional electrical connections. Vendor(s) are responsible for ensuring that all exposed wiring or piping is covered to ensure safety of the area. All machines shall be grounded as necessary and at the vendors' expense to comply with local electrical codes and regulations.

All new machine installations are expected to be fully stocked and operational for PGCPs use within 30 calendar days of date of award. During the contract term, FNS or designee, may request installation of additional vending machines of any type submitted with proposal or approve a different type of vending machine for installation.

2.8 Servicing of Machines

Vendor(s) shall be responsible for providing all labor, supplies, materials, supervision, change funds, snacks, and beverages to fill and maintain vending machines on PGCPs premises. Vendor(s) shall be responsible for the cleaning, outside and inside, of each machine during each service before or after school business hours. All service areas should be free of all visible signs of spills, leaks, etc. caused by equipment. While servicing the machines, vendor(s) and/or its employees shall take all necessary precautions to protect PGCPs property from damage. Vendor(s) shall assume all expenses related to any damage cause.

Vendor(s) shall only stock machines with items pre-approved by the Food and Nutrition Services (FNS) or designee. All products must be pulled on or before the expiration date to maintain optimal quality and freshness of the selection offered. ***Respondents shall submit a detailed maintenance plan and service plan for machines under this contract.***

2.9 Repairs

All repairs will be reviewed by the FNS or designee, and approved by the Department of Facilities Management before repair/replacement work is accepted.

Vendor(s) shall be responsible for providing on-call service for repairs and/or replacements as determined by PGCPs. All expenses associated with on-call services shall be the responsibility of the vendor(s). Vendor(s) shall respond to a service call within 24 hours of initial notification. Vendor(s) must be on-site to make all repair(s) within three (3) business days. If the vendor fails to respond to a service call within 24 hours, and/or the machines are not maintained and kept in working order and/or a malfunctioning machine is not replaced or repaired within three (3) working days, at the recommendation of Food and Nutrition Services, may cancel the contract and remove the vendor from the PGCPs approved vendor list.

If a machine is out of service more than four times in a two (2) month period due to a component malfunction, even if the vendor(s) have made a concerted effort to correct, repair or replace the malfunction component with our correcting the problem, the vendor(s) will be asked to replace the machine with a working unit. The vendor(s) shall take all reasonable measures to replace or repair critical components of the vending machine once a trend of valid malfunctions is noticed. Operator induced malfunctions, abuse (excessive shaking, kicking, using bent coins, foreign coins, pennies, etc.) or vandalism and calls unrelated to actual operation of the vending equipment will not be considered valid malfunctions.

Company name, contact name(s) and telephone numbers must be affixed to each machine in a visible place.

2.10 Change of Machine Location

Vendor(s) agrees to change machine locations upon the decision of the FNS at no additional cost to PGCPs.

2.11 Removal of Equipment

At the recommendation of Food and Nutrition Services, vendor(s) shall remove machines within 30 calendar days from the time of notification. The same timeframe applies to the expiration of the contract term or cancellation/termination of contract. If the equipment is not removed within the required time, PGCPs reserves the right to hire an outside source to remove the equipment and assess any and all costs associated with the removal of the equipment to the contracted vendor(s). The vendor(s) shall not leave behind any exposed wiring, piping or hazardous conditions. All associated costs to correct the conditions left behind from the vendor(s) will be at the expense of the contracted vendor(s).

Vendor(s) shall be responsible for removing any equipment, at its own expense, including vending machines that were not authorized by the FNS or designee. PGCPs reserves the right to install any type of vending machine in any location, even if the vendor(s) are not in agreement. Vendor(s) cannot remove a machine without submitting a written request and receiving written approval from FNS.

2.12 Permits and Licenses

Vendor(s) 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 impose in connection with or because of the performance of the is contract and shall post or display in a prominent place such permits and/or notices as are required by law. The vendor(s) further agrees to pay all Federal, State, and local taxes and other charges arising from the performance of this contract.

Vendor(s) will be responsible for submitting copies of all permits/licenses obtained for each vending machine. Copies of same shall be submitted to Food and Nutrition Services.

2.13 Refunds

The successful vendor(s) shall be responsible for all refunds. The vendor shall provide information on the machines instructing customers of how to receive a refund for product not delivered or other instances of monetary loss due to machine malfunction. Refund information must be affixed in an easily viewed location and must provide clear instructions of how to obtain a refund. Refund information must include contact information and provide a toll-free or local number. Vendor(s) shall provide refund process and procedures with their bid.

3.0 VENDOR PRODUCT RESPONSIBILITIES

Vendor(s) 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 successful vendor(s). Expiration dates should be printed on all products in the machines. The vendor shall be responsible for ensuring that the vending machines are restocked regularly to ensure optimal product freshness, variety and fully stocked of products. Vending machines having a "full" appearance; large gaps in the product supply, are not acceptable. Depending on the location demand, vending machines may need to be replenished more frequently.

3.1 Product Warranty

The successful vendor(s) warrants that all merchandise dispensed in relation to this contract will be suitable for human consumption and conform to Federal, State, and Local laws, rules, and regulations. The vendor(s) agree to hold PGCPs harmless from damages that may result from its own failure to abide by this warranty.

School districts have an "automatic" product protection recourse against suppliers for product safety. According to Federal regulations, the supplier whose name and address appear on the package is the responsible party. The successful vendor(s) are expected to take immediate action to correct any situation in which product integrity is violated.

3.2 Product Quality and Variety

Vendor(s) shall provide high quality and fresh merchandise at all times. Vendor shall remove all products from the vending machines on or before their expiration date.

It is the intent of PGCPs to provide a variety of choices of vended goods at frequent intervals. PGCPs shall determine whether the vendors' food is of satisfactory quantity and whether sufficient variety is being offered. See section 1.0 above for details.

Note: Vendor(s) are hereby informed that PGCPs will determine if a product offered meets expectations. Therefore, PGCPs reserves the right, through whatever evaluation process utilized, sample or no sample, to select the product in the best interest of PGCPs.

PGCPs reserves the right to request specific products to be dispensed in vending machines on its premises and shall have the final right of approval on all types of products.

3.3 Pricing for Products

The vendor(s) shall provide an electronic (USB) product and price list that shall be firm for the first three (3) years of the contract. The electronic copy of the Excel spreadsheet shall list the pricing of all individual vending machine products and shall be submitted as part of the RFP. Failure to submit the required price list may cause the bidder to be declared non-responsive. The proposed merchandise pricing shall be competitive with the surrounding area.

The vendor(s) shall price vended products at the prices specified in their proposal and provide a detailed product listing and pricing with the RFP submission. Items that are vended that do not conform to the pricing provided shall be corrected immediately by the vendor. As new products are introduced, all pricing will need to be pre-approved, along with the products, by FNS or designee. FNS or designee shall work with the vendor to reach a mutual agreement on all vending items and prices. Vendors' prices shall not exceed regular pricing structures of vending

operations surveyed in local areas and shall be mutually agreed upon. If a dispute arises under this contract regarding pricing or stocking, the decision of the Director of Purchasing shall prevail.

3.4 Revenue from Sales

Money shall be collected weekly and all change tubes shall be stocked full with change when serviced. Collection records shall be maintained for each separate machine. PGCPs reserves the right to observe cash collections at its discretion.

3.5 Financial Records and Data

The vendor(s) shall keep and retain financial records and documents regarding the financial performance under this contract. PGCPs reserves the right to examine the vendors' records pertaining to work performed under this contract to determine/verify if the vendor(s) are in compliance with all contractual conditions. PGCPs shall be granted access to such records at all reasonable times during the entire contract period and for an additional three (3) years after the contract term.

3.6 Commission Payment and Report of Sales

Respondents shall submit a detailed commission structure with response to include the proposed commission and payment structure by location. The successful vendor(s) shall provide a **minimum of 20% commission rate to PGCPs** for the initial term of the contract. The awarded percentage of commission shall be paid throughout the contract term, regardless of the machine type or performance. It is the expectation of PGCPs that commission payments are paid on the 15th of each month via check to:

Greater Washington Community Foundation
Attn: Finance Dept
PO Box 49010
Baltimore, MD 21297-4910

Vendor(s) shall electronically furnish a monthly detailed report in Microsoft Excel to FNS or designee by the 15th of each month. The report shall list sales by vending machine, location, and the number of products sold. The monthly report shall be submitted along with the commission payment. The monthly report shall clearly indicate the dates of the service period covered. Report should include, but not be limited to the following information:

- Number of products sold: by individual machine
- Gross sales by machine: beverages and snacks broken out separately
- Total PGCPs gross sales: beverages and snacks broken out separately
- Commission paid to PGCPs: by individual machines and total gross sales
- Total sales tax paid by vendor

Respondents shall submit a detailed sampling of reporting features available under this contract with solicitation response.

4.0 ORGANIZATION OF TECHNICAL RESPONSE

Respondents shall provide a point-by-point Technical Response. The Respondent's Technical Response to this RFP shall be organized in the format indicated in the RFP. Further, the Technical Response shall follow the same order as the information presented in the RFP, Part IV., Scope of Work.

Respondent shall prepare and present proposal in such a way as to provide a straightforward description of Respondent's response experience and capabilities, technical approach, capabilities, experience, qualifications, past performance and references to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance with the RFP instructions, quality responsiveness to the RFP requirements, and completeness and clarity of content.

Required documentation shall be provided in each section/tab. The Offeror(s)' Table of Contents shall include reference to the page number(s) in the Proposal where such evidence can be found. Respondents shall submit quality proposals that fully address all aspects of the scope of work and implementation plan, including, but not limited to the following:

4.1 Technical Approach

- 4.1.1 Submission of a quality and detailed management plan that addresses furnishing and installing all vending machine(s); servicing/maintaining and repairing machines; machine specifications; action steps that addresses how any interruption in service will be remedied.
- 4.1.2 Quality of variety of reporting capabilities. Samples to be provided.
- 4.1.3 Quality of the problem escalation process that includes at a minimum, titles of individuals to be contacted by the school district should problems arise under the contract and explain how problems with services under the Contract will be escalated in order to resolve any issues in a timely manner.
- 4.1.4 Describe any Healthy Snack Vending programs your firm offers. Describe variety of products offered per Attachment B and Smart Snack guidelines.
- 4.1.5 Describe your customer service process including method of contact and hours of service. Explain your refund process and procedures. Include any other customer service information not specified.
- 4.1.6 Detailed description of software capabilities for machine monitoring and offsite reporting capabilities
- 4.1.7 Explain in detail any additional benefits, bonuses, rebates, etc. if selected, that will be available to the County.

4.2 Experience and Qualifications

Use this section to provide evidence of the vendor's experience and qualifications requirements.

- 4.2.1 Respondent shall demonstrate a minimum of three (3) years of experience providing vending services.
- 4.2.2 Level of expertise of company as identified by qualifications and years of experience to providers, number of years of members of leadership have been in the field supporting the delivery of services.
- 4.2.3 Proposals shall provide demonstrated evidence of healthy snacks program. knowledge of providing services outlined in the RFP.

4.3 Past Performance and References

- 4.3.1 Respondent shall provide résumés or Bios of all key personnel identified. Key personnel resume or evident experience closely aligned to PGCPs scope of work. When providing resumes, please do not include any personal identifiable information (names are acceptable).
- 4.3.2 Respondent shall provide information on any license(s), certifications, and training the Respondent may have achieved that are relevant to this project.
- 4.3.3 For each reference, provide the customer name, contact name, title, telephone number, contract dates and a description of the scope of work delivered. Respondents shall complete Appendix C for delivery of this information. References should be from the Respondent's clients since 2014. References from current clients are optimal.

4.4 Capacity

Contractors shall provide demonstrated and detailed evidence of their capacity.

- 4.4.1 Firm's commitment and ability to implement the project within 30 days of awarded contract.
- 4.4.2 Proposed list of machines/equipment to be used, inclusive of requested brochures and literature. Response shall include maximum number of vending machines that can be provided and sufficiently maintained for this potential contract.

4.5 MBE Participation Plan

- 4.5.1 Respondent shall provide evidence of its certified MBE status (as applicable).
- 4.5.2 Respondent shall include in its technical response its detailed plan to meet the MBE requirement outlined in this RFP. Plan should identify the MBE subcontractor chosen to provide services, as well as the percentage of the goal met. Do not include any pricing in your technical proposal.

5.0 FINANCIAL PROPOSAL

Pricing must be inclusive of all Respondent's staff costs, administrative support costs, supplies, office supplies, pagers, cell phones, parking fees, meals, lodging, rents, mileage, travel expenses, training, after hours or weekend time, insurance, use of subcontractors, overhead, profit, and costs for all other items consumed, utilized, and/or required by Respondent's staff or subcontractor's staff.

Unless otherwise specified, all hardware and software, audio and video materials deemed necessary by the Respondent shall be included in the proposed costs.

Items or costs required to provide the services and deliverables as proposed, but not identified in the Respondent's pricing proposal will be the sole responsibility of the Respondent.

The Board of Education expects Respondents to offer a complete, viable solution. Solutions offered in response to this RFP shall not be contingent upon the purchase of additional optional services that may be offered.

As part of the financial proposal response, the Respondent must provide Product and Price List in an Excel spreadsheet. Respondents shall enter their commission rate of at a minimum of 20% on the Appendix H. **Proposals received in an altered format may be considered non-responsive and ineligible for award.**

Respondents shall provide pricing in accordance with Part IV, Scope of Work as described herein. **Please do not include pricing in the technical response. Respondents that include pricing with their technical response may have their response deemed non-responsive and their entire response rejected.**

6.0 CONTRACT AWARD

The contract resulting from this solicitation will be a fixed-price multi-award contract/requirements contract. Vendors are encouraged to partner with local contractors or firms if they don't meet all the required expertise or MBE requirements.

Respondents should not include any pricing in its Technical Proposal.

PART V: EVALUATION AND SELECTION PROCEDURE

1.0 EVALUATION COMMITTEE

- A. Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Offeror(s) whose proposal is the most advantageous to The Board, considering price and technical factors set forth herein.
- B. The Evaluation Committee will make the final determination about acceptability of proposals.

2.0 EVALUATION PROCESS

- A. The committee will evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Offeror(s). Discussions may be conducted via teleconference or may take the form of questions to be answered by the Offeror(s) and conducted by mail, E-mail, or facsimile transmission at the discretion of The Board. During the evaluation process, the committee may request technical assistance from any source.
- B. Following the completion of the technical evaluation of all Offeror(s)' technical proposals, including any discussions, the committee will rank each qualified Offeror(s)' technical proposal.
- C. The cost proposal of each qualified proposal will be distributed to the Evaluation Committee following the completion of the technical evaluation. The cost proposals will not be distributed to the committee until the technical evaluation is completed. The Committee will determine total costs of the proposals in order to establish a financial ranking of the proposals from lowest to highest.
- D. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Offeror(s) in any manner deemed necessary to serve the best interests of the Board.
- E. Offeror(s) may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Offeror(s) to clarify its proposal submission and substantiate proposal representation. The oral presentation is a part of the technical evaluation.
- F. If it is determined to be in the best interest of The Board, the Board may invite Offeror(s)s to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- G. The Committee will recommend the Offeror(s) whose overall proposal provides the most advantageous offer to the Board considering both price and technical factors set forth in this RFP.

3.0 EVALUATION CRITERIA

The Evaluation committee will evaluate the technical proposals using the following criteria below. The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

- a. Quality of Technical Approach to satisfying requirements
- b. Quality of Offeror(s)' Experience and Capabilities/references
- c. Past Performance and References
- d. Capacity
- e. Fiscal Integrity/Financial Stability
- f. MBE Subcontracting Plan
- g. Pricing

See Part IV Scope of Work and Section 4.0 for additional information.

PART VI: APPENDICES

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFP'S

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. The Board shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, The Board may find said Contractor in default.

1. REQUEST FOR PROPOSALS (RFP)

- a. **DIRECTIONS:** The Board of Education of Prince George's County(The Board) invites all interested and qualified vendors to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.
- b. **DEFINITIONS:** For the purpose and clarity of this document only, "The Board" will mean The Board of Education of Prince George's County. Also, for the purpose and clarity of this document, "Vendor" will mean any reliable and interested broker, vendor, supplier, contractor, and/or manufacturer that want to respond to this RFP.

2. GENERAL REQUIREMENTS

- a. **AUTHORIZED DEALERS:** Only authorized dealers may submit a proposal on requested equipment. At the discretion of The Board, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. **INSPECTIONS:** The Board reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this RFP for as long as may be considered necessary by The Board. All expenses of the inspectors shall be borne by The Board. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Vendor of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for The Board, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.
- c. **TYPES OF PURCHASES:** These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public and charter schools, offices, or to any designated warehouse or warehouses in Prince George's County.
- d. **SINGLE PRICE:** Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Vendor will not be allowed to offer more than one price on each item even though the vendor may feel that it has two or more types or styles that will meet specifications. Vendor must determine which to offer. If said Vendor should submit more than one price on any item, all prices for that item will be rejected.
- e. **AGGREGATE BIDS:** Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the Board. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total

quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.

- f. **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Vendor shall call said conflict to the attention of the Board Director of Purchasing & Supply Services for a decision before proceeding with any work.
- g. **USE OF BRAND NAMES:** Brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of the Board.
- h. **PRODUCT OFFERED BY THE VENDOR:** The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to The Board a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The Vendor 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 decided by the Director of Purchasing & Supply Services. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to The Board, which would provide sufficient data to enable The Board to judge the Vendor's compliance with the specifications.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to The Board to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- k. **SUB-CONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the Board. The Awarded Vendor shall provide the name of the sub-contractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications and/or the Director of Purchasing & Supply Services or his or her designee. The information may be used in considering the potential performance capabilities of the sub-contractor(s). The Awarded Vendor shall not, without prior written consent of The Board, assign any of the monies payable under the contract.
- l. **COOPERATIVE PURCHASING:** The Board 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.

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 Bidder. The Board does not assume any responsibility other than to obtain pricing for the specifications provided.

- m. **E-COMMERCE:** The Board has entered into an agreement with a third party provider of an e-commerce system. The Awarded Vendor shall provide and maintain an electronic catalog of all applicable supplies and materials during the term of the contract on the portal. **(Not Applicable)**
- n. **CONFLICT OF INTEREST, LOBBYING AND ETHICS REVIEW PANEL**
 - 1. In accordance with ' 15-811 through 15-815 of the State Government Article of the Annotated Code of Maryland, the Board of Education of Prince George's County has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
 - 2. All bidders should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 0107) prohibiting Prince George's County Public Schools employees from benefiting from business with the school system.
 - 3. All bidders 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 0107.

3. PRICES

- a. **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.
- b. **UNITS OF MEASURE:** Wherever The Board indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of The Board to determine whether the Vendor's price will be recalculated. The Board will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.
- c. **DELIVERY CHARGES:** All prices shall include be FOB Destination.
- d. **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.

- e. **PRICE REDUCTIONS:** The Board reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- f. **TAXES:** The Board is exempt from the payment of the Maryland Sales Tax (Tax Exempt Number 30002539) and Federal Excise Tax (Tax Identification Number 52-2064-235). Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax.

4. ITEM DELIVERY

- a. **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for The Board shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between **8:30 a.m. and 3:30 p.m.**; to schools – between **9:00 a.m. and 2:30 p.m.** The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Vendor will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at a The Board worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.
- b. **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in General Terms and Conditions.
- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. The Board Purchase Order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity, and Delivery Location (Example: ABC Elementary School Library) and Bid/Contract Number. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- d. **SAFETY REQUIREMENTS:** The Awarded Vendor shall provide all equipment and machinery furnished and delivered to The Board complying with the Safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA. The Vendor shall sign the safety section, if attached in the proposal response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to: Board of Education of Prince George's County, Director of Safety, 13300 Old Marlboro Pike, Upper Marlboro, Maryland 20772.
- e. **LIQUIDATED DAMAGES:** In the event the Awarded Bidder fails to deliver the goods or services of the contract in accordance with the specifications, The Board reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of The Board. All additional expenses incurred by The Board as a result of such purchases will

be deducted from the monies owed or monies that may become due the Vendor.

5. GUARANTEE AND WARRANTIES

- a. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by The Board. Vendor expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Vendor will bear the cost of inspection of all goods and services rejected. (b). The Vendor hereby provides a warranty of authorization as to all goods and services. (c). The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, vendor must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.
- b. Awarded Vendor, its employees, agents, volunteers, and contractors who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs thereof shall be borne by the Vendor.
- c. **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the RFP.
- d. **FURNITURE AND EQUIPMENT:** If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of The Board are due to faulty design and installation, workmanship or materials, upon notification, the Vendor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of The Board. These repairs and/or replacements shall be made at such times as will be designated by The Board to avoid any interruption to the instructional programs.
- e. **OFFICE EQUIPMENT:** Vendor agrees to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.
- f. **OTHER EQUIPMENT:** Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Terms and Conditions for requirements on specific equipment.
- g. **MANUFACTURER'S AGENT:** The Vendor shall act as the manufacturer's agent for all warranty claims.

6.0 MINORITY BUSINESS ENTERPRISES PARTICIPATION REQUIREMENTS (3325)

- a. The Board of Education of Prince George's County Minority Business Enterprise (MBE) Administrative Procedure No. 3325 requires bids for materials, supplies, equipment, and services, other than materials of instruction, be listed as deliverables. This procedure also is to inform

prospective bidders that the bid of the initially deemed lowest responsive bidder, if not a “Certified” Minority Business Enterprise, is subject to being matched by a “Certified” Minority Business Enterprise (MBE) entitled to do so by the provisions of the Administrative Procedure. Forms to be used by all respondents for the applicable procedure will be attached to each response. The “Minority Business Enterprise Utilization Affidavit, Attachment 1” MUST BE submitted AT THE TIME OF BID OR PROPOSAL OPENING.

The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the **specific overall MBE goal of 15%** percent of the total dollar value of the construction contract established for this project. All prime contractors, including certified MBE firms, when submitting bids as general or prime contractors, shall attempt to achieve this goal from certified MBE firms unless otherwise stated in the bid. Minority Businesses included in the bid package at time of bid opening, cannot be changed without prior approval of the Director of Purchasing and Supply Services

- b. Only those businesses registered in the Oracle database and listed in the Minority Business Enterprise Office directory for the Board of Education of Prince George’s County as a certified minority vendor at the time of any respective bid opening, shall be recognized as a “Certified Minority Business”. If not listed, evidence of acceptable certification from the Maryland Department of Transportation (MDOT), Prince George’s County Government and Washington Metropolitan Area Transit Authority (WMATA) must be provided to the Board’s Purchasing Office prior to any respective bid opening.
- c. The Board of Education of Prince George’s County strongly encourages its Contractors to maximize the use of qualified locally based minority and women-owned businesses within the geographical boundaries of Prince George’s County. The bidder or proposer should be able to verify, through documentation that good faith efforts were engaged to maximize the use of qualified local minority and women-owned businesses in Prince George’s County. Documentation of good faith efforts may be required to be submitted in the sealed bid or proposal.
- d. Minority businesses are encouraged to submit bids in response to this notice. Administrative Procedure No. 3325 may be viewed at the Purchasing Office by prospective bidders. Further information required may be obtained by contacting the Minority Business officer at 301-952-6563.
- e. Contractors that engage Local MBE and Small Business Enterprises may receive an additional 5 points during the evaluation phase of any solicitations with the Board of Education of Prince George’s County.

7. BONDING

- a. **BID BONDS:** Bid Bonds may be required. Refer to General Terms and Conditions.

8. PROPOSAL SUBMISSION

- a. **KNOWLEDGE OF TERMS AND CONDITIONS:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.
- b. **SUBMISSION:** Proposals must be delivered to the Purchasing Office, 13300 Old Marlboro Pike Room 20, Upper Marlboro, Maryland 20772. Vendors must submit technical and cost proposals as specified in the General Terms and Conditions. Vendors shall retain one (1) copy of the

proposal for their files. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing. In the event of inclement weather on the due date of a bid and The Board is closed, the bid will be due and opened on the next business day at the same time as specified in the bid or applicable addendum.

- c. **FORMAT:** Signed proposals must be delivered in sealed, opaque envelopes and clearly marked on the outside with: Name of Vendor, Due Date, RFP Number and Title. The Board shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.
- d. **VENDOR ADDRESS:** Each proposal must show the full business address, telephone number, email address and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or emailed to the address shown on the proposal in the absence of written instructions from the Vendor to the contrary.
- e. **PARTNERSHIPS:** Proposals by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
- f. **CORPORATIONS:** Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.
- g. **CERTIFICATES AND AFFIDAVITS:** All Vendors shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and conditions of this RFP. Such documents are required by local, state, or federal funding agencies of The Board as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Business Enterprise affidavit, and when applicable, Asbestos Free Certification.
- h. **SAMPLES:** When indicated in the General Terms and Conditions, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified in the Schedule of Events included in the General Terms and Conditions. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the RFP number. The Board will not be responsible for any samples not picked up within 30 days of the notification of Vendors to do so. Samples may be retained by The Board until Vendors are notified to remove them. Vendors agree that The Board will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- i. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Some successful Vendors shall be required to submit two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.

- j. PROPOSAL PREPARATION FEES: The Board will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal response.
- k. PROPOSAL EVALUATION Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions. Consideration will be given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Vendor, and the ability of the Vendor to perform satisfactorily. Evaluation may also be made for other factors, such as serviceability, functional suitability, workmanship, safety in use, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. The Board will consider the Vendor's record and performance of any prior contracts with The Board, federal departments or agencies, or with other public bodies.
- l. RECOMMENDATION OF AWARD: Recommendation of an award of a contract will be made in accordance with the General Terms and Conditions.
- m. RIGHT TO PROTEST: The Director of Purchasing and Supply Services shall attempt to resolve informally all protest of bid award recommendations. Vendors are encouraged to present their concerns promptly to the Buyer and/or Purchasing Supervisor for consideration and resolution. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process.
 - 1. An interested party (bidding of standing or Offeror(s)) may protest to the Director of Purchasing and Supply Services a proposed award of a contract for supplies, equipment, services, or maintenance. A bidder of standing is a bidder who would be directly next in line for an award should the protest be supported.
 - a. The protest shall be in writing addressed to the Purchasing Supervisor with a copy to the Director and shall include the following:
 - The name address and telephone number(s) of the protester.
 - Identification of the solicitation
 - Statement of reasons for the protest
 - Supporting documentation to substantiate the claim
 - The remedy sought
 - 2. The protest must be filed with the Purchasing Office within five (5) calendar days of the recommendation of award or notification to the bidder or Offeror(s) that their bid or proposal will be rejected.
 - 3. A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.
 - 4. The Director of Purchasing shall inform the Chief Financial Officer (CFO) upon receipt of the protest.
 - 5. The Director of Purchasing shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

Appeal of Contract Award Decision

1. The Director of Purchasing shall issue a decision in writing. Any decision of a bid award protest may be appealed to the CFO within two (2) days of issuance of the decision by the Director of Purchasing.
2. Any decision of a bid award protest may be appealed to the Board of Education within thirty (30) days of issuance of the decision by the CFO.
3. A vendor who remains unsatisfied after following the procedures may contest a contract awarded by the Board by filing an appeal to the Maryland State Board of Education as provided by Maryland's public school law.

The Board reserves the right to award during protest during an appeal if a determination that execution of the contract without delay is necessary to protect substantial State and Board interest.

10. CONTRACT TERM

The Vendor shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.

11. COMMENCEMENT OF SERVICES

The Board shall have no obligation to pay for services performed before the Board approves the contract or after it ends. The Board shall have no obligation to pay for services in excess of the monetary amount of the award. The Board shall have no obligation to pay for services before a purchase order is issued.

12. ADDENDA

- a. **INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Supplier orally. To be given consideration, inquiries must be received as outlined in Part II Item 4.0. Unless otherwise specified in the General Terms and conditions, inquiries are to be emailed to the Buyer, "INQUIRY" and the RFP name and number must be noted on the envelope. Alternatively, inquiries may be e-mailed to the Buyer. The subject field of the e-mail must include "INQUIRY" and the Bid name and number.
- b. **ISSUANCE:** Any changes to the RFP specifications will be made through the appropriate addenda. Failure of any Supplier to receive such addenda or interpretation shall not relieve any Supplier from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

13. ANNULMENTS AND RESERVATIONS

- a. **RIGHT TO REJECT:** The Board reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. The Board reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the Board also reserves the right not to order any items(s) within the specification.
- b. **WAIVER OF TECHNICAL DEFECTS:** The Board reserves the right to waive technical defects, if in its judgment the interest of The Board shall so require.
- c. **CONTRACT RESERVATIONS:** The Board 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 The Board materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of The Board to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) 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 its control, including, but not limited to, Acts of God, war, flood, governmental restrictions, or the inability to obtain transportation, The Board reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor 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 its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain transportation, The Board reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

- d AUTHORITY TO DEBAR OR SUSPEND The Director of Purchasing & Supply Services shall have the authority to debar a person or company for cause from consideration for award of contracts

14. TERMINATION OF CONTRACT

- a TERMINATION FOR NON-APPROPRIATION OF FUNDS: The Board may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. The Board shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b TERMINATION FOR DEFAULT: When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Board. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.
- c TERMINATION FOR CONVENIENCE: The Board has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Vendor, provided that Vendor shall be compensated for services rendered prior to the date of termination.
- d Each participating jurisdiction and/or local educational agency (LEA) public school district has the right to withdraw from the terms of the contract without showing cause, by providing thirty (30) calendar days' written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

Language to support Termination for Convenience by the vendor(s) shall be so stipulated in the contract document between jurisdiction/ LEA and the vendor(s). Such language, when included, shall take precedence over the language of this specification.

15. GOVERNING LAW & VENUE

- a. The RFP shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such RFP shall be filed in the Circuit Court of Upper Marlboro, Maryland.

16. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and mailed to Board of Education of Prince George's County, Accounts Payable Office, Room 14201 School Lane, RM 130 Upper Marlboro, Maryland 20772 (unless otherwise noted).
- b. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify the Board Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- d. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.
- e. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the Board. Vendor and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and The Board for the mutual disclosure of such records by and among the Vendor, The Board and The Board' employees, agents, volunteers and contractors.
- f. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the Board of Education, CEO and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Offeror(s) or its employees, agents, or volunteers.
- g. **INSURANCE:**
 1. The contractor must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of the BOARD, damage to the property of others, including the BOARD, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-contractor or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance is to cover the duration of the contract under an express or implied warranty.
 2. The following coverages and limits are required of all vendors:

- Worker's Compensation and Employer's Liability in the amount required by statutory regulations.
- Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Maryland Insurance Law) at not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Contract.
- Commercial General Liability Insurance in the amount of not less than \$1,000,000 per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of and \$3,000,000 aggregate. Such insurance shall include contractual liability insurance.
- Professional Liability, Errors and Omissions Insurance at a limit of not less than One Million Dollars (\$1,000,000) in the event the service delivered pursuant to this Contract, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this Contract shall mean any services provided by a licensed, certified or otherwise documented professional.

3. The certificate on this insurance shall be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983** and indicate paid up coverage for the term of the contract.

4. The certificate of insurance **TO BE SUBMITTED** to the PURCHASING OFFICE, FACILITIES ADMINISTRATION BUILDING, 13300 OLD MARLBORO PIKE, UPPER MARLBORO, MARYLAND 20772-9983.

5. It will be the responsibility of the successful Respondent(s) to ensure that a **current** Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

6. The cost of the above insurance shall be considered an overhead or operating expense to the Contractor, similar to rental costs, utilities, automobile liability insurance, and other business related expenses. **The premiums or costs to provide the above insurance shall not be directly related to the cost of the work or services specified in this Request for Proposal.**

- h. **NON-ASSIGNABILITY:** This contract shall not be assigned or services subcontracted in whole or in part without the written consent of the Board. Any attempt to do so without such written consent shall be null and void of no effect.
- i. **INDEPENDENT VENDOR:** Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.
- j. **GENERAL RECORDS CLAUSE:** Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by the Board and made available by the Vendor to the Board and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.

- k. **SOLE AGREEMENT:** This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or proposals shall not be considered a part of this Contract.
- l. **PROTECTION OF PROPERTY:** Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at The Board sites and all material furnished by The Board ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to the Board as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.
- m. **PUBLIC STATEMENTS:** Vendor shall not use or reference the Name or Emblem of the Board of Education of Prince George's County in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange) without the prior written consent of The Board, which consent will not be unreasonably withheld. Purchase by the Board of any articles, material, merchandise, or service does not imply that the Board has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of the Board in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of the Board is prohibited by the United States Criminal Code - Section 706.

17. CHANGES IN TERMS OR DELIVERY/COMPLETION DATE

After award of individual contracts, any questions or correspondence related but not limited to the following matters must be directed to the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983, in writing:

In the event of strikes, Acts of God, or other circumstances beyond the contractors control which prevent completion of service or delivery, the contractor must secure temporary contractual relief. The circumstances and duration must be stated by the contractor in writing and be forwarded to the PURCHASING OFFICE within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the PURCHASING OFFICE, for those goods and services which are necessary for the day to day needs of the BOARD. **Please Note: ALL OVERTIME MUST BE APPROVED IN ADVANCE**

APPENDIX B - ADDENDA ACKNOWLEDGEMENT

**RFP 023-22
Vending Services**

(If applicable) Please complete and return with your bid response.

I the undersigned acknowledge the receipt of the following addenda to this solicitation

Addendum #1 - Date Received _____

Addendum #2 - Date Received _____

Addendum #3 - Date Received _____

Addendum #4 - Date Received _____

Signature

Title

Vendor Name

Email

Contact Phone Number

APPENDIX C - REFERENCES

**RFP 023-22
Vending Services**

1.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

2.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

3.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

APPENDIX D - NON-COLLUSION CERTIFICATE
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)

RFP 023-22
Vending Services

I HEREBY CERTIFY that I am the _____ and the duly authorized
representative of _____
whose address is _____ and

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

- (a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the RFP or offer being submitted herewith;
- (b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the RFP price or price proposal of the bidder or Offeror(s) herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within RFP or offer is submitted.

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

(SIGNATURE)

(DATE)

(PRINTED OR TYPED NAME)

Subscribed and sworn before me this _____ day of _____, 20____.

x _____ Notary Public

My commission expires: _____

APPENDIX E - DEBARMENT AFFIDAVIT
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)

RFP 023-22
Vending Services

_____, being first duly sworn deposes and says that he is an officer in the _____ and the party making a certain proposal or RFP dated, _____20____, to the Board of Education of Prince George's County:

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

I further affirm that:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

Signature of:

x _____
Bidder, if the bidder is an individual

x _____
Officer, if the bidder is a corporation

x _____
Partner, if the bidder is a partnership

Subscribed and sworn before me this _____ day of _____, 20_____.

x _____ Notary Public

My commission expires: _____

**APPENDIX F - ANTI-BRIBERY AFFIDAVIT
(SUBMITTED WITH TECHNICAL PROPOSAL)**

**RFP 023-22
Vending Services**

_____, being first duly sworn deposes and says that he is an officer in the organization known as _____ and the party making a certain proposal or RFP dated, _____ 20____, to the Board of Education of Prince George's County:

I further confirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business (as in defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland Law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court or administrative body, sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

Signature of:

x _____
Bidder, if the bidder is an individual

x _____
Officer, if the bidder is a corporation

x _____
Partner, if the bidder is a partnership

Subscribed and sworn before me this _____ day of _____, 20____.

x _____ Notary Public

My commission expires: _____

**APPENDIX G - CERTIFICATE OF INSURANCE COVERAGE
(SUBMITTED WITH TECHNICAL PROPOSAL)**

**RFP 023-22
Vending Services**

CONTRACTOR NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NO: _____

The below signed hereby certifies that the following information is true and correct.

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
COMMERCIAL GENERAL LIABILITY OCC	\$1,000,000			
COMMERCIAL GENERAL LIABILITY AGG	\$3,000,000			
BUSINESS AUTOMOBILE LIABILITY	\$1,000,000 PER OCCURRENCE			
WORKMAN'S COMP	MARYLAND STATE MINIMUM COMPENSATION STATUTORY			

() LIMITS ON ABOVE POLICY WILL BE INCREASED () ABOVE POLICY NOW IN EFFECT

() POLICY WILL BE OBTAINED/ISSUED ON _____

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

- The Board of Education of Prince George's County is hereby named as Additional Insured.
- The policy(s) cannot be reduced or cancelled without at least forty-five (45) days prior written notice to the Board of Education of Prince George's County.

- The insurance company is prohibited from pleading government function in the absence of any specific written authority by the Board of Education of Prince George’s County.
- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- The Board of Education of Prince George’s County is hereby granted authority to contact the agency directly to confirm Board of Education of Prince George’s County information or obtain copies of certificates of insurance. The Board of Education of Prince George’s County bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to the Board of Education of Prince George’s County. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

The successful bidder will be required to provide insurance coverage as shown in General Conditions of RFP and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. **PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID.** This can be done by one of the two following methods:

Complete form “CERTIFICATION OF INSURANCE COVERAGE” or

Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:

The Board Of Education of Prince George's County is hereby named as Additional Insured.

The policy(s) cannot be reduced or canceled without at least forty-five (45) days’ prior written notice to The Board Of Education of Prince George’s County.

The insurance company is prohibited from pleading government function in the absence of any specified written authority from The Board Of Education of Prince George’s County.

The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form **MUST** be totally complete, **MUST** show that all Limits of Insurance are or will be met, and **MUST** be signed by the Agent.

Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted may result in rejection of your RFP as being non-responsive.

(AUTHORIZED AGENT’S SIGNATURE)

(DATE)

APPENDIX H - FINANCIAL PROPOSAL FORM
(SUBMITTED WITH FINANCIAL PROPOSAL)

RFP 023-22
Vending Services

Company name _____

Address _____

Phone number _____

TO: Board of Education of Prince George's County

We propose to provide Vending Services to The Board of Education of Prince George's County in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal. **Respondent shall provide a minimum of 20% commission rate to PGCPS.** The Offeror(s) shall provide the commission rate as a percentage to be applied to total gross sales for each vending machine placed at PGCPS site(s).

Proposed Commission Rate _____%

Name _____

Title _____

Signature _____

Date _____

APPENDIX I - LETTER OF INTENT TO APPLY

**RFP 023-22
Vending Services**

Send via email to: Angela.Queen@pgcps and Diane.Fordet@pgcps.org

Respondent shall submit this document on its letterhead

Due No later than 5pm ET on April 6, 2022

On behalf of (***Institution Name***), we are pleased to inform you of our intent to submit a proposal for. Our proposal will address all components of the Request for Proposal for _____.
We intend to submit a proposal to you by _____.

Signed: _____

Printed Name, Title: _____

OFFICIAL NAME OF YOUR ORGANIZATION:	
COMMON NAME OF YOUR ORGANIZATION:	
PROGRAM/CENTER NAME (IF APPLICABLE):	
NAMES OF PARTNER ORGANIZATIONS: (if applicable)	
MAIN ADDRESS:	TELEPHONE:
MAILING ADDRESS (IF DIFFERENT):	FAX:
	WEBSITE:
PROJECT DIRECTOR – NAME, TITLE AND CONTACT INFORMATION:	

**APPENDIX J - MBE FORM
(Insert Documents if Required)**

**RFP 023-22
Vending Services**

This document must be completed, signed in blue ink by an authorized company official & submitted with your bid response.

Contractor _____ Bid No. _____

Address _____

City, State and Zip _____

Telephone _____ Fax _____ Email _____

FOR MINORITY USE ONLY

LOCALLY BASED MINORITY BUSINESS: PGC MBE____ PGC MWE _____ MD MBE____ MD MWE____

INDICATE IF YOU ARE A MINORITY BUSINESS CERTIFIED BY:

P.G. COUNTY GOVERNMENT: Certification No.: _____

MD. STATE DEPT. OF TRANSPORTATION: Certification No.: _____

ATTACHMENT A – SCHOOL LOCATIONS

RFP 023-22 Vending Services for School Locations

Schools Site	Address	Snack Machine	Beverage Machine
Benjamin Stoddert MS	2501 Olson Street, Temple Hills, MD 20748	1	1
Bladensburg HS	4200 57th Avenue, Bladensburg, MD 20710	1	1
Bowie Annex	15200 Annapolis Road, Bowie, MD 20715	1	1
Bowie HS	15200 Annapolis Road, Bowie, MD 20715	2	1
Central High School	200 Cabin Branch Road, Capitol Heights, MD 20743	2	2
Charles Flowers HS	10001 Ardwick-Ardmore Road, Springdale, MD 20774	1	1
Crossland HS	6901 Temple Hill Road, Temple Hills, MD 20748	2	0
Dr. Henry Wise HS	12650 Brooke Lane, Upper Marlboro, MD 20772	2	2
DuVal HS	9880 Good Luck Road, Lanham, MD 20706	2	2
Dwight D Eisenhower MS	13725 Briarwood Drive, Laurel, MD 20708	2	0
Eleanor Roosevelt HS	7601 Hanover Parkway, Greenbelt, MD 20770	2	1
Frederick Douglass HS	8000 Croom Road, Upper Marlboro, MD 20772	1	0
Friendly HS	10000 Allentown Road, Fort Washington, MD 20744	2	0
Greenbelt MS	6301 Breezewood Drive, Greenbelt, MD 20770	1	0
Gwynn Park HS	13800 Brandywine Road, Brandywine, MD 20613	2	0
Gwynn Park MS	8000 Dyson Road, Brandywine, MD 20613	2	1
High Point HS	3601 Powder Mill Road, Beltsville, MD 20705	2	2
Isaac Gourdine	8700 Allentown Road, Fort Washington, MD 20744	1	1
James Madison MS	7300 Woodyard Road, Upper Marlboro, MD 20772	2	1
Kenmoor MS	2500 Kenmoor Drive, Landover, MD 20785	2	1
Largo HS	505 Largo Road, Upper Marlboro, MD 20772	0	1
Laurel HS	8000 Cherry Lane, Laurel, MD 20707	1	1
Nicholas Orem MS	6100 Editors Park Drive, Hyattsville, MD 20782	1	0
Oxon Hill HS	6701 Leyte Drive, Oxon Hill, MD 20745	2	1
Oxon Hill MS	9570 Fort Foote Road, Fort Washington, MD 20744	3	1
Parkdale HS	6001 Good Luck Road, Riverdale, MD 20737	1	1
Potomac HS	5211 Boydell Avenue, Oxon Hill, MD 20745	2	1
Stephen Decatur MS	8200 Pinewood Drive, Clinton, MD 20735	2	1
Suitland HS	5200 Silver Hill Road, Forestville, MD 20747	2	1
Surrattsville HS	6101 Garden Drive, Clinton, MD 20735	2	1
Thurgood Marshall MS	4909 Brinkley Road, Temple Hills, MD 20748	2	1
Walker Mill MS	800 Karen Blvd, Capitol Heights, MD 20743	1	1
William Wirt MS	6200 Tuckerman Street, Riverdale, MD 20737	2	0

ATTACHMENT B – MD NUTRITION STANDARDS

RFP 023-22 Vending Services for School Locations

Maryland Nutrition Standards for All Foods Sold in School from 12:01am through 30 minutes after the end of the school day

Other than foods offered as part of the National School Lunch Program & School Breakfast Program

Effective July 1, 2014

#1: Foods must fall into one of these categories:

- Be whole grain-rich (*at least 50% whole grain by weight, or listed as first ingredient*)
- First ingredient must be: fruit, vegetable, dairy product or protein food
- Be a combination of food that consists of at least ¼ cup of fruit and/or vegetable

#2: If the food qualifies as one of the above, it must also meet all of these standards:

Calories		Sodium		Fats			Su gar
Snack / Side Dish	Entrees	Snack / Side Dish	Entrees	Total Fat	Saturated Fat	Trans Fat	<i>weight sugar ÷ total weight</i>
≤ 200 cal	≤ 350 cal	≤ 200mg	≤ 480mg	≤ 35% of calories	< 10% of calories	Zero grams	≤ 35% of total weight from sugar

Beverages must meet these standards:

	Elementary	Middle	High School
Plain Water or Plain Carbonated Water	Any Size	Any Size	Any Size
Low-fat Milk, Unflavored Non-fat Milk, Flavored or Unflavored	≤ 8 fl. oz.	≤ 12 fl. oz.	≤ 12 fl. oz.
100% Fruit/Vegetable Juice	≤ 8 fl. oz.	≤ 12 fl. oz.	≤ 12 fl. oz.
100% Fruit/Vegetable Juice - diluted with water, with or without carbonation - with no added sweeteners	≤ 8 fl. oz.	≤ 12 fl. oz.	≤ 12 fl. oz.
Other Flavored and/or Carbonated Beverages - soda is not allowed	Not Allowed	Not Allowed	If ≤ 12 oz. must meet: ≤ 40 calories/8 oz. ≤ 60 calories/12 oz. If ≤ 20 oz. must meet: <5 calories/8 oz.* ≤ 10 calories/20 oz.
Caffeine, beyond naturally-occurring trace amounts	Not Allowed	Not Allowed	Not Allowed

* Revised 12/17 to correct error in "Other Flavored and/or Carbonated Beverages."

Previous versions allowed ≤ 5 calories/8 oz.



ADMINISTRATIVE PROCEDURE

0116

Procedure No.

HEALTH AND WELLNESS

October 31, 2019

Date

- I. **PURPOSE:** Prince George’s County Public Schools is committed to provide a safe and supportive learning environment for all students and procedures to ensure that students receive consistent information and education regarding proper nutrition, increased physical activity, and the benefits of healthy lifestyle choices throughout the school, classroom, and cafeteria.
- II. **BACKGROUND:**
- The United States Department of Agriculture requires that each local educational agency participating in the National School Lunch/Breakfast Program was to have a local wellness policy in place by 2006. In response, the Board of Education of Prince George's County approved Policy No. 0116, Wellness, Nutrition, and Physical Activity. The Board of Education directed the CEO and appointed designees to ensure students receive consistent information and education regarding proper nutrition, increased physical activity, and the benefits of healthy lifestyle choices throughout the school, classroom, and cafeteria. The Board of Education will ensure the Board Policy and Administrative Procedure are widely distributed and that an annual mechanism for evaluation is in place.
- III. **POLICY:** The Board of Education is committed to healthy schools and lifestyles, providing a total learning environment that enhances the development of lifelong healthy habits in wellness, nutrition, and regular physical activity. (Board Policy 0116)
- IV. **DEFINITIONS:**
- A. *Comprehensive School Health Education (CSHE):* A planned, sequential K-12 comprehensive school health education program that addresses the physical, mental, emotional and social dimensions of health and enables children and youth to become healthy and productive citizens, capable of establishing and practicing health- enhancing behaviors over a lifetime. Nutrition Education is a component of a CSHE program.
 - B. *Curriculum:* The prescribed programs and courses that state what students should know and be able to do, how they will meet learning objectives, and how they will be assessed.
 - C. *Health Education:* A planned sequential curriculum that provides learning experiences integrating content and skills, which support and reinforce the health and well-being of each student, and ultimately builds health literacy.
 - D. *Nutrition Education:* A component of the comprehensive school health education program that teaches knowledge and skills to facilitate the voluntary adoption of eating and other nutrition-related behaviors conducive to health and well-being.
 - E. *Physical Activity:* Any bodily movement produced by skeletal muscles that result in an expenditure of energy.



ADMINISTRATIVE PROCEDURE

0116

Procedure No.

HEALTH AND WELLNESS

October 31, 2019

Date

- F. *Physical Education*: A planned sequential curriculum that teaches skills, knowledge, and attitudes which are needed to establish and lead a physically active life. Physical Education is most effective when reinforced within a Comprehensive School Physical Activity Program (CSPAP).
- G. *Recess*: Regularly scheduled periods within the school day for physical activity and play.
- H. *School Health/Wellness Council*: A group of individuals who represent segments of the community and the eight components of the coordinated school health program. The local school health council is mandated by Maryland law to provide advice and recommendations to the School Superintendent and County Health Officer in matters related to the health, safety, and wellness of students and staff.
- I. *School Health Services*: Supports the academic success of each student, staff, and family by providing services that promote optimal health and wellness. The professional nurses provide care that include but is not limited to:
1. providing professional services for students and staff;
 2. providing emergency and first aid care to students, staff, and visitors;
 3. providing care to acute and chronically ill students;
 4. medication administration;
 5. evaluation of the school environment for safety and sanitary conditions;
 6. communicable disease management and education; and
 7. health promotion, illness prevention, and management education to students, staff, and families.
- J. *Maryland Nutrition Standards for All Food Sold in Schools* (“Smart Snacks”) – Smart Snacks, previously known as competitive foods, are required by the Healthy, Hunger-Free Kids Act of 2010, which authorizes funding and sets policy for USDA's core child nutrition programs: the National School Lunch Program, the School Breakfast Program, the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), the Summer Food Service Program, and the Child and Adult Care Food Program. Smart Snacks applies nutrition standards to snacks and beverages apart from the National School Lunch and School Breakfast Program, and sold to students at school during the school day.
- K. *Wellness* - An intentional choice of lifestyle characterized by personal responsibility, balance, and maximum personal enhancement which leads to the goal of attaining the state of physical, mental, social, intellectual, and spiritual well-being. It is a process of being aware of and altering unhealthy behaviors to those that will bring about a more healthful existence. Wellness is not just the absence of disease.



ADMINISTRATIVE PROCEDURE

0116

Procedure No.

HEALTH AND WELLNESS

October 31, 2019

Date

PROCEDURES:

V. Health Education and Nutrition Education

A. School Curriculum

- 1) School administration will ensure that a comprehensive, sequential health education program, with its mandatory nutrition education component, will be taught at each grade level and as part of the Health Education requirement for graduation. The time allotted for health education shall be consistent with current research, and national and state standards. School administration will ensure that nutrition education is integrated across curricula and throughout the school day.
- 2) It is recommended that students in elementary grades receive a minimum of 60 minutes per week of comprehensive health education, with nutrition education being a component of the broader curriculum; and that students in grades 6, 7, and 8 receive a minimum of one full semester of instruction in health education per academic year. At the high school level, students must complete the half credit graduation required Health Issues course and have the opportunity to participate in Health Education elective courses (e.g., Family Living or Sports Medicine).
- 3) School-based staff responsible for nutrition education shall be certified and highly qualified in health education.
- 4) In Health Education courses, Nutrition Education:
 - a. Will be taught every year K-12, using a research-based or based in best practice nutrition education curriculum that leads to behavioral outcomes.
 - b. Should provide students with the knowledge and skills necessary to adopt and maintain a healthy lifestyle. Nutrition Education will be aligned to the National Health Education Standards and includes skill development (accessing information, analyzing influences, interpersonal communication, goal-setting, decision making, advocacy and self-management).

- B. To ensure the effective delivery of an accurate nutrition education program, the Department of Human Resources will ensure that the school-based staff responsible for nutrition education are highly qualified and certified, and given the opportunity to participate regularly



ADMINISTRATIVE PROCEDURE

0116

Procedure No.

HEALTH AND WELLNESS

October 31, 2019

Date

in professional development activities.

- C. The Department of Human Resources will ensure that teachers of health education receive training and professional development on updated content, data analysis, and strategies to improve instruction in health education. This training will include nutrition education training.
- D. The Director of Food and Nutrition Services shall provide guidelines to ensure that the school cafeteria serves as an opportunity for nutrition education. Research based nutrition education resources that encourage healthy lifestyles. Will be made available to families and the community

VI. Physical Education

- A. School administration will ensure that a comprehensive, sequential physical education program will be taught at each school, and that the time allotted for physical education is consistent with current research, and national and state standards. A sequential physical education program will be taught at each grade level K-8 and a graduation requirement of .5 credits offered in High School.

SHAPE America recommends that schools provide 150 minutes of instructional physical education for elementary school children, and 225 minutes for middle and high school students per week for the entire school year.

- B. School administration shall ensure physical education classes are taught in a separate space, preferably a gymnasium with adequate equipment and facilities.
- C. Instruction should provide meaningful content, which includes:
 - 1) Instruction in a variety of motor skills that are designed to enhance the physical, mental and social/emotional development of every child.
 - 2) Fitness education and assessment to help children understand, improve and/or maintain their physical wellbeing.
 - 3) Development of cognitive concepts about motor skills and fitness.
 - 4) Opportunities to improve their emerging social and cooperative skills and gain a multi-cultural perspective.



ADMINISTRATIVE PROCEDURE

0116

Procedure No.

HEALTH AND WELLNESS

October 31, 2019

Date

5) Promotion of regular amounts of appropriate physical activity now and throughout life.

D. Withholding of physical education as a punishment is prohibited.

E. The Department of Human Resources, in conjunction with the Instructional Supervisor for Physical Education and Instructional Specialist for Adapted Physical Education, will ensure that physical education and adapted physical education teachers are certified and highly qualified. PGCPS will provide 24 hours annually in professional learning communities to address issues related to instructional practices, data analysis and improve instruction for physical education teachers.

VII. Physical Activity

A. School administration shall ensure physical activity is integrated across curricula and throughout the school day, and that teachers are trained to accomplish this goal.

B. School administration will ensure that all elementary children will receive at least 30 minutes of daily physical activity outside of physical education class, which should include a minimum of 20 minutes of recess. This can occur in several ways:

1) Lesson plans include planned student movement and are integrated into academic lessons.

a. Teachers shall make all reasonable efforts to avoid periods of more than 40 minutes when students are physically inactive. When possible, physical activity should be integrated into learning activities. When that is not possible, students should be given periodic breaks during which they are encouraged to stand and be moderately active.

b. Schools will have a designee to coordinate and provide professional development for staff members to integrate physical activity into the classroom setting.

2) Recess

a. It is recommended that elementary schools set aside 30 minutes each day for recess. At a minimum, 20 minutes must be allocated. If a school is able to offer the full 30 minutes of recess, then the entire time shall be used for recess.

b. Though most schools have recess after lunch, it is recommended that the daily recess period occur prior to lunch if scheduling permits. There is research that posits the many benefits to children with recess taking place before lunch.



ADMINISTRATIVE PROCEDURE

0116

Procedure No.

HEALTH AND WELLNESS

October 31, 2019

Date

- c. Withholding of recess as a punishment is prohibited. Recess should not be taken away from a child for not completing homework/classwork or for issues unrelated to recess. Rather than withholding recess, school administration should consider alternatives available under the Code of Student Conduct, including:
- i. Have the student contact his/her parent to report misbehavior;
 - ii. With consent from the parent, have the child complete community service or a beautification project at the school;
 - iii. Use restorative practice and conflict resolution strategies; and
 - iv. Referral to school staff who may be trained in or familiar with positive behavioral intervention strategies for particular students and situations for additional strategies.
- d. In cases where a child has misbehaved during recess time, it may become necessary to remove the child from recess to investigate the situation, de-escalate the situation, or provide opportunity for the child to restore relationship with others. During these times, the child may not be at recess; however, the child should have recess restored as quickly as possible.
- C. Physical activity may not be used as punishment.
- D. Principals shall ensure that physical activity facilities on school grounds are safe and that the school provides a physical and social environment that encourages enjoyable activity for all students, including opportunities for non-competitive physical activity.
- E. The Supervisors for Health Education and Physical Education will provide a bank of physical activity resources for sharing information with families and the community to positively impact health.
- F. Physical Activity Before and After School Goals:
- 1) Students will be provided opportunities to participate in physical activity clubs with access to adequate facilities, equipment and supervision.
 - 2) Schools shall partner with local officials to provide opportunities for safe alternative modes of transportation (i.e. walking and biking) to and from school.
 - 3) Students will have opportunities to participate in interscholastic sports programs after school.



ADMINISTRATIVE PROCEDURE

0116

Procedure No.

HEALTH AND WELLNESS

October 31, 2019

Date

- G. Encourage and offer opportunities with community partners on shared use agreements for facility use before and after school.

VIII. Nutrition Standards

- A. Principals will ensure the eating environment will be pleasant and conducive to appropriate food consumption and socialization.
- B. Principals will ensure that students have a minimum of 30 minutes for lunch with at least 20 minutes to consume meals.
- 1) To ensure all students have the opportunity to start each day with a healthy meal, principals will allocate a minimum of 10 minutes for students to participate in the school breakfast program. Breakfast programs such as Grab and Go, Breakfast in the Classroom or other alternative breakfast options will be explored.
 - 2) Students will have access to a variety of USDA approved appealing, quality, nutritious meals that promote growth, development and prevent school-day hunger, which negatively impacts student attention to learning.
- C. Use of food as a reward or as a punishment is prohibited.
- D. The Director of Nutrition Services will ensure that:
- 1) All meals meet or exceed current USDA School Nutrition Standards. Standards and resources can be found at:
<http://www.fns.usda.gov/nslp/national-school-lunch-program-nslp>
 - 2) Meals are planned in accordance with the Dietary Guidelines for Americans, utilizing healthy recipes, menus, culinary techniques, and other tools and strategies to improve school nutrition.
 - 3) Healthy food and beverage choices are promoted using Smarter Lunchroom techniques, which are designed to assist school lunchrooms with evidence-based tools to promote healthy eating in children.
 - 4) Participation of all nutrition staff in annual training is complete and documented. Continuing education/training in nutrition should meet or exceed the annual hours



ADMINISTRATIVE PROCEDURE

0116

Procedure No.

HEALTH AND WELLNESS

October 31, 2019

Date

required by the USDA Professional Standards. Topics may include but are not limited to: food safety, HACCP, nutrition standards updates, food sensitivities and allergies, customer service and food production techniques.

- E. The Director of Food and Nutrition Services is responsible for marketing the school meals and encouraging participation in school meal programs.
- F. All students and staff will have access to free and safe drinking water.
- G. Students will be given the opportunity for input in school meals and menu items by participating in activities such as taste testing, focus groups, and surveys.
- H. Nutrition information for school meals (e.g., calories, saturated fat, sugar) will be available online for students, staff and parents.
- I. Nutrition standards will be met for specific age/grade groupings when averaged over a school week. A school week is defined as a minimum of three consecutive days and a maximum of seven consecutive days.
- J. Any foods and beverages marketed or promoted to students on the school campus during the school day must meet or exceed the Maryland Nutrition Standards for All Foods Sold in Schools (see Attachment 1). Food advertising and marketing is defined¹ as an oral, written, or graphic statements made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller, or any other entity with a commercial interest in the product.

IX. Guidelines for Food and Beverages Sold in Vending Machines, Snack Bars, School Stores, and Concession Stands on PGCPS property

- A. Food sales by school-related groups and the use of vending machines must comply with state and federal law (see Attachment 1 and not interfere with student participation in the county's food and nutrition services program).
- B. School owned vending machines accessible to students are encouraged to meet Smart Snacks standards and they must be turned off from 12:01 a.m. through 30 minutes after the formal school day, to be monitored by school administration. This does not include vending owned (or operated) by Food and Nutrition Services.
- C. Snack bars, student stores, and concession stands selling foods and beverages are encouraged to meet Smart Snack standards and/or School Meal standards but can only be accessible 30 minutes after the formal school day. (see Attachment 1). Principals and their site-based School Wellness Action Teams will be responsible to monitor, control and educate school groups on the merits of offering food and beverages that are predominately sound nutrition choices.



ADMINISTRATIVE PROCEDURE

0116

Procedure No.

HEALTH AND WELLNESS

October 31, 2019

Date

- D. Schools will ensure a Certified Food Handler is in attendance at all functions where potentially hazardous foods (**e.g. hot foods such a beef patties, chicken, etc.**) are sold.

X. Guidelines for Food and Beverages Sold as Part of School-Sponsored Fundraising Activities on PGCPS Property

- A. PGCPS promotes and provides resources of non-food based fundraisers. Emphasis and promotion of fundraisers that have a physical activity component is strongly encouraged.
- B. Fundraisers selling foods and beverages to students during the school day must meet Smart Snack standards (see Attachment 1) and not interfere with a student's participation in the school meals program.
- C. All foods served in schools by entities other than Food and Nutrition Services must also be high quality and meet all applicable safety, sanitation, and health laws and regulations.
- D. Food from only licensed commercial vendors and sources promoting and selling healthful, nutrient-rich food may be sold as long as items meets Smart Snacks standards and does not interfere with a student's participation in the school meals program.
- E. Principals and their site-based School Wellness Action Teams will monitor fundraisers to ensure compliance with the Health and Wellness procedure.

XI. Guidelines for Food and Beverages Served at Parties, Celebrations, and Meetings

- A. PGCPS strongly encourages celebration and rewards that are physical activity over food-related celebrations or rewards.
- B. All foods offered on the school campus must meet or exceed the Smart Snacks standards (See Attachment 1).
- 1) PGCPS will provide a list upon request of healthy party ideas to parents and teachers
 - 2) A list of alternate ways to reward children
 - 3) A list of foods and beverages that meet Smart Snack standards
- C. In order to protect the health of all students and avoid the risk of food borne illness, allergic reaction or food intolerance, only foods that are pre-packaged with a label; from a licensed commercial vendor and sources; whole fresh fruits and vegetables; or prepared by Nutrition Services will be allowed to be served to students.



ADMINISTRATIVE PROCEDURE

0116

Procedure No.

HEALTH AND WELLNESS

October 31, 2019

Date

XII. Other School-Based Activities and Training for Staff

- A. The Benefits Services Office will support the health of staff by providing information and opportunities for staff to engage in physical fitness and a variety of wellness initiatives.
- B. The Executive Director of Curriculum and Instruction will ensure comprehensive annual training of principals in all curricular areas addressed by this administrative procedure, preferably during the annual summer retreat.

XIII. Oversight and Monitoring

A. School Principals

- 1) Principals will ensure that school-based activities are consistent with Prince George's County Health and Wellness Policy and Administrative Procedure including school events, field trips, dances, and assemblies.
- 2) Principals will ensure opportunities for parents, teachers, administrators, students, and community partners to plan, implement, and improve health education, physical activity, and wellness in their schools by supporting systemic wellness initiatives.
- 3) Coordinated School Health Strategy
 - a. Principals will ensure that each school has an active School Wellness Action Team (SWAT) every school year starting in September of each school year.
 - b. The School Wellness Action Team will be modeled to reflect the eight components of coordinated school health.
 - c. The principal will collaborate with the departments represented in the school to ensure that a staff member from the following components of school health is represented on the School Wellness Action Team. At minimum, the SWAT should consist of the following staff members:
 - i. Health Education teacher
 - ii. Physical Education teacher
 - iii. Health Services/School nurse
 - iv. Nutrition Services, i.e. Cafeteria staff person
 - v. PTO/PTA representative, or Parent LiaisonOther SWAT members may include:
 - vi. Counseling/Psychological/Social work/Behavioral Health Service
 - vii. Building Engineer



ADMINISTRATIVE PROCEDURE

0116

Procedure No.

HEALTH AND WELLNESS

October 31, 2019

Date

- d. Principals will ensure that all schools will complete the Center for Disease Control and Prevention's (CDC) School Health Index every two years.

B. The School Health/Wellness Council

- 1) The School Health/Wellness Council will work with the Office of Communications to promote the Health and Wellness policy and procedure PGCPS staff, students, parents, and the public.
- 2) The CEO or designee(s) will convene the School Wellness Council and facilitate development of and updates to the wellness policy. The School Wellness Council will review and provide updates, progress and feedback to the district annually through an annual wellness report. The Council will further review the health and wellness policy and procedures every three years and recommend updates accordingly.
- 3) School Wellness Council reviews the District Wellness Policy every three years. Members of the School Health/Wellness Council will represent all school levels (elementary and secondary schools) and include (to the extent possible), but not be limited to:

parents and caregivers; students; representatives of the school nutrition program (ex., school nutrition director); physical education teachers; health education teachers; school health professionals (ex., health education teachers, school health services staff [i.e., nurses, physicians, dentists, health educators, and other allied health personnel who provide school health services], and mental health and social services staff [i.e., school counselors, psychologists, social workers, or psychiatrists]; school administrators (ex., superintendent, principal, vice principal), school board members; health professionals (ex., dietitians, doctors, nurses, dentists); and the general public.
- 4) The CEO or Deputy Superintendent will provide management and oversight of the implementation of the Wellness Policy with support from the Prince George's County School Wellness Council. The Office of Research and Evaluation, in conjunction will design an evaluation model to monitor the implementation and effectiveness of the Board Policy and Administrative Procedure.
- 5) The CEO or Deputy Superintendent in conjunction with the School Health/Wellness Council will implement the evaluation model and review annually.



ADMINISTRATIVE PROCEDURE

0116

Procedure No.

HEALTH AND WELLNESS

October 31, 2019

Date

- 6) The CEO or Deputy Superintendent will provide an annual report on the progress of the implementation of this policy and procedure to be presented to the Board on an annual basis.
- 7) The school system will partner with community organizations and governmental agencies serving children to support programming that enhances student and family wellness.
- 8) The school system will implement a communication plan for staff and parents around updates, changes and progress on the current wellness policy, in particular food/beverage related policies and offerings.
- 9) Each school will gather and report school-level data on the Health and Wellness policy implementation. This can be accomplished through annual updates to the CDC's School Health Index assessment tool and action planning tool. A member of the school-based wellness council will gather the data.
- 10) The Council shall provide school-level guidance and technical assistance on the evaluation and reporting of the Health and Wellness policy implementation. Assessment, action planning and evaluation should reflect both district and building level implementation and progress.

XIV. LEGAL AUTHORITY: USDA regulations, 7 C.F.R. 210.31 *et seq.* – Local School Wellness Policy.

XV. RELATED PROCEDURES:

Administrative Procedure 3542.44, *The Access and Sale of Competitive Foods and Foods of Minimal Nutritional Value in Schools and Outside of the Department of Food and Nutrition Services Program;*

Administrative Procedure 6130, *Guidelines for Elementary Playground and Indoor Recess Supervision Grades Pre-K- 5;*

Bulletin B-13-01, Disciplinary Action and Food Rewards at Meal Times

XVI. MAINTENANCE AND UPDATE OF THESE PROCEDURES: These procedures originate with the Department of Curriculum and Instruction: Health Office and Physical Education Office in the Division of Academics, and the Department of Student Services and will be updated as needed.



ADMINISTRATIVE PROCEDURE

HEALTH AND WELLNESS

0116

Procedure No.

October 31, 2019

Date

XVII. CANCELLATIONS AND SUPERSEDURES: This Administrative Procedure cancels and supersedes Administrative Procedure 0116, dated September 1, 2017.

XVIII. EFFECTIVE DATE: October 31, 2019.

Distribution: Lists 1, 2, 3, 4, 5, 6, 10, and 11

Attachment: Maryland Nutrition Standards for All Foods Sold in Schools
