



**HOWARD COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT**

10910 Clarksville Pike
Ellicott City, MD 21042
(410) 313-6644

REQUEST FOR PROPOSAL

**Cafeteria Services for Central Office Building
RFP #053.18.B1**

To All Interested Cafeteria Service Providers:

The Howard County Public School System (HCPSS) invites your submittals to provide cafeteria services to the staff and visitors of the Central Office Campus of the Howard County Public School System as specified in the attached Request for Proposals (RFP) No. 053.18.B1.

RFP documents may be obtained on **May 14, 2018** online at www.hcpss.org/about-us/purchasing/current-bids/ or at the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, MD 21042.

The Purchasing Office's contact for this solicitation is Mr. Douglas Pindell, dpindell@hcpss.org, (410) 313-6722.

A Pre-Submission Meeting must be schedule individually by contacting the above at the Central Office Building, 10910 Clarksville Pike, Ellicott City, MD. The pre-submission meeting is mandatory. Bids will only be accepted from contractors that scheduled a site visit.

Submittals shall be in a sealed envelope clearly marked "RFP", "Cafeteria Services" "RFP #053.18.B1", to the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042 no later than **May 30, 2018 at 10:00 A.M.** Late Proposals will not be accepted. It is the submitting Firms responsibility to insure that Proposals are delivered to the Purchasing Office prior to the scheduled opening time.

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

All questions shall be directed, in writing, to Mr. Pindell, dpindell@hcpss.org. Under no circumstances are firms, including third party vendors or their staff, to contact any other HCPSS Staff, employees or any related constituency for purposes associated with this solicitation, including but not limited to, obtaining or providing information. **Firms failing to comply with this requirement may be disqualified.**

The Board reserves the right to waive any informalities in, or to reject any or all bids

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

Please return the attached NO BID REPLY FORM if your firm does not bid this project. This form may be faxed to (410) 313-6789.

Douglas Pindell, CPPO
Director of Purchasing



Office of Purchasing
10910 Clarksville Pike, Ellicott City, Maryland 21042-6198
(410) 313-4584, fax (410) 313-6789

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike
Ellicott City, Maryland 21042

NO Bid/Response REPLY FORM

Sealed Bid for: **Cafe Services**

Bid Number: **053.18.B1**

Bidder: _____

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to submit, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below. This form may be emailed to the Purchasing representative noted in this solicitation or faxed to (410) 313-6789.

We must offer a "No Bid" at this time because:

- _____ 1. We do not wish to submit under the terms and conditions of the Bid document.
Our objections are:

- _____ 2. We do not feel we can be competitive.
- _____ 3. We cannot submit because of the marketing or franchising policies of the manufacturing company.
- _____ 4. We do not wish to do business with Howard County Public School System. Our objections are:

- _____ 5. We do not sell the item(s)/service(s) requested in the specific specifications.
- _____ 6. Other: _____

May 14, 2018
Issue Date

Schedule of Events

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike
Ellicott City, Maryland 21042

**SEALED
PROPOSALS FOR:**

Cafe Services

RFP NUMBER:

053.18.B1

**PRE-SUBMISSION
DATE:**

To be Scheduled

**PRE-SUBMISSION
LOCATION:**

HCPSS Central Office
10910 Clarksville Pike
Ellicott City, MD 21042

DUE DATE & TIME:

May 30, 2018 - 10:00 AM

BUYER:

Douglas Pindell, phone: 410-313-6722, fax: 410-313-6789

email: dpindell@hcpss.org

The above dates are subject to change.

REQUEST FOR PROPOSALS

FOR

CAFETERIA SERVICES

RFP No. 053.18.B1

Howard County Public School System
10910 Clarksville Pike
Ellicott City, Maryland 21042

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PART I GENERAL INFORMATION

1.1 Purpose

The Howard County Public School System (HCPSS) issued this Request for Proposal (RFP) to solicit proposals from qualified, independent firms with cafeteria service experience to oversee and provide healthy food selections for the staff and visitors of the Central Office Campus of the Department of Education building located at 10910 Clarksville Pike, Ellicott City, MD 20142.

1.2 Background

HCPSS has a functional cafeteria kitchen and seating area that is provided to the contractor for its use in the delivery of the subject services. HCPSS desires a contractor to maintain operations for a breakfast and lunch venue. The Central Office Cafeteria has been independently operated for many of years. The café serves staff housed in the building (309 employees) as well as staff from two surrounding buildings (287 employees) and visitors. Details regarding hours of operation, menu selections and other information is contained in this document. For more information on the Howard County Public School System, please visit <http://www.hcpss.org/aboutus>. See our web page at <http://www.hcpss.org/calendar/> for the 2018-18 school calendar.

1.3 Obligations of HCPSS

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

1.4 Respondent Obligations

Qualified Contractors are invited to submit responses in accordance with this RFP. Submittals must address all specifications. The Contractor will be liable, both individually and severally, for the performance of all obligations under the contract, and will not be relieved of non-performance of any subcontractor.

1.5 Contact

Questions concerning this RFP must be in writing and addressed to Douglas Pindell, Director of Purchasing, HCPSS. Upon issuance of this RFP, other employees and representatives of HCPSS will not answer questions or otherwise discuss the contents of this RFP with any potential respondents or their representatives. Failure to observe this restriction may result in disqualification of any subsequent submittal. This restriction does not preclude discussions unrelated to this RFP.

1.6 Respondent Understanding of RFP

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

1.7 Deadline for Submission of Responses

To be considered, submittals must be received in the issuing office the date and time specified in the Schedule of Events section of this RFP. HCPSS prefers hand or overnight delivery. Faxed or electronic responses are not acceptable.

1.8 Right to Amend, Modify or Withdraw RFP

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

1.9 Issuing Office

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

Douglas Pindell, Director of Purchasing
Howard County Public School System
10910 Clarksville Pike
Ellicott City, Maryland 21042
dpindell@hcpss.org
Phone: 410 313-6722

Written questions must be received prior to or no later than three days prior to the due date. HCPSS will make every effort to provide a timely response to questions.

1.10 Open Records

Following the award and execution of the Contract, responses to this RFP are subject to release as public information unless HCPSS has determined that parts of the submittal are confidential. It is recommended that respondents consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information.

If a respondent believes that a submittal or parts of a submittal is confidential, then respondent must so specify. Respondent must stamp, in bold red letters, the term **"CONFIDENTIAL"** on that part of the submittal that it believes to be confidential. Respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why it believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. All submittals and parts of submittals that are not marked as confidential will be automatically considered public information after the Contract is awarded and fully executed. The successful submittal may be considered public information even though parts are marked confidential.

Copyrighted submittals are unacceptable and will be disqualified as non-responsive. All submittals become the property of HCPSS.

1.11 Written Questions and Official Responses

Inquiries concerning this RFP must be in writing and received by the Issuing Office specified in Section 1.9 no later than the date and time specified in this RFP. Telephone inquiries will not be accepted. Questions may be submitted by e-mail to the Purchasing Representative. Responses to inquiries of a general nature that can be addressed by referring the requestor to information already provided in the RFP document will be addressed directly with that requestor. Responses to inquiries of a specific nature that are not addressed in the RFP or would be beneficial for all potential firms to have will be addressed in a written addendum. HCPSS reserves the right, in its sole discretion, to determine whether a request is of a general or specific nature.

If a respondent discovers any ambiguities, conflicts, discrepancies, exclusionary specifications, omissions, or other errors in this RFP, respondent must immediately notify the Issuing Office. If a respondent fails to so notify the Issuing Office, such respondent submits a response at its own risk and under such conditions. If such respondent is awarded a contract, then it is not entitled to additional compensation, relief, or time by reason of the error or its later correction.

1.12 Time

The times stated in this document refer to the Eastern Time Zone.

HCPSS' regular office hours are 8:30 a.m. to 4:00 p.m., Monday through Friday, except for holidays.

1.13 Copies

Respondents must submit one (1) signed original and two (2) copies (Marked "Copy") of their technical and one copy of your price proposal.

1.14 Contract Period

This contract shall begin upon award by the Board of Education. The initial term of this contract is for an initial five (5) year period. HCPSS reserves the right at its sole option to renew the contract for five (5) additional years, one (1) year at a time.

Any contract awarded pursuant to this Request for Proposal shall be conditioned upon successful performance of the contractor.

1.15 Price Adjustments

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

HCPSS will also consider adjustments based on fees outside of the control of the Contractor, such as manufacturer price increases. However, such increases will be a "pass through" to HCPSS with no mark-up allowed. For such changes to be considered by HCPSS, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the Contractor. HCPSS will then review the request and advise the Contractor of approval or disapproval of the price change request.

Price increase request will not be considered if not accompanied with the proper information.

1.16 Inclement Weather or other unanticipated HCPSS Closings

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

1.17 Contract Documents

Contract Documents consist of the General Provisions of Bid Proposal, the specification and scope of work, the 100% bid documents and any applicable addenda issued. All of these materials and documents associated to this solicitation will be included in the Contract which the Board of Education awards as a result of this solicitation and will become the contract. The contractor, by submitting its proposal, agrees that if awarded the contract that it will be bound under the contract to all the Terms and Conditions of the contract for any future projects awarded under this contract.

1.18 Clarifications and Addenda

Should a Bidder find discrepancies in the bid documents, or should they be in doubt as to the meaning or intent of any part thereof, they must request clarification in writing from the Purchasing Representative for the solicitation will respond by issuing a written Addendum to the Contract, if necessary. Failure to request such clarification is a waiver to any claim by the Bidder for expenses made necessary by reason of later interpretation of the RFP document's by HCPSS. Request shall include the RFP number and title.

Oral explanations or instructions will not be binding; only written Addenda will be binding. HCPSS reserves the right to amend or modify this solicitation. Changes will be made in the form of written addenda and posted to the HCPSS Purchasing web site at www.hcpss.org/about-us/purchasing/current-bids/.

It is the bidder's sole responsibility to monitor the Purchasing web site prior to submitting their bid and acknowledge receipt of said addenda on the proper bid form. Failure to do so may result in non-receipt of important information and may not relieve such bidder from any obligation under his/her proposal submittal.

1.19 Signing of Forms

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

PART II

SUBMITTAL FORMAT

2.1 Introduction

Submittals must be organized as described in Section 2.2 below. Submittals not organized in this manner are subject to disqualification. Conciseness and clarity of content are emphasized and encouraged. Vague and general submittals will be considered non-responsive and disqualified. Submittals must be complete; failure to include all required information may result in disqualification. Submittal pages must be numbered and contain an organized, paginated table of contents corresponding to the sections and pages of the submittal.

2.2 General Organization of Submittal Contents

Submittals must be organized as follows:

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Submittal Information
- e. Menu/Rent Proposal (See Appendix D)
- f. Affidavit (See Appendix E)

2.3 Transmittal Letter

Respondents must submit with their submittals a transmittal letter that identifies the entity submitting the submittal, all principals, and includes a commitment by that entity to provide the services required by HCPSS. The transmittal letter must state that the submittal is valid for **90 days from the deadline for delivery of submittals. Any submittal containing a term of less than 90 days for acceptance from this deadline will be rejected as non-responsive.**

The transmittal letter must be signed by a person legally authorized to bind respondent to the representations in the response. In the case of a joint submittal, each party must sign the transmittal letter. Respondent also must indicate, in its transmittal letter, why it believes it is the most qualified respondent to provide the requisite services.

The transmittal letter must include a statement of acceptance of the terms and conditions as specified in Appendix A of this RFP and of the contract resulting from this RFP (a copy of the HCPSS Standard Contract appears as Appendix B. If a respondent takes exception to any of the proposed terms and conditions stated in Appendix A or the Standard Contract that appears as Appendix B of this RFP; those exceptions must be noted in the transmittal letter; however, failure to accept those terms and conditions may result in disqualification of the submittal.

2.4 Executive Summary

Respondents must provide an executive summary of their submittals and represent that respondents' submittals address all of the requirements of this RFP. The executive summary must not exceed three pages, and must represent a full and concise summary of the contents of the submittal. The executive summary must not include any information concerning the cost of the submittal. Respondents must identify any services that are provided beyond those specifically requested. If respondent is providing services that do not meet the specific requirements of this RFP, but in the opinion of respondent are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, failure to provide the services specifically required may result in disqualification of the submittal.

2.5 Table of Contents

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

2.6 Respondent Identifying Information

Each respondent must provide the following identifying information:

- a. name and address of business entity submitting the submittal;
- b. all principals;
- c. type of business entity (i.e., corporation, partnership);
- d. state of incorporation or organization and principal place of business;
- e. name and location of major offices, or other facilities that relate to respondent's performance under this RFP;
- f. name, address, business and home telephone number, e-mail address and fax number of respondent's principal contact person regarding the Contract;
- g. respondent's Federal Employer Identification Number;
- h. full name and address for each member, partner, and employee of respondent (and any subcontractors) who will perform services on this project;
- i. statement regarding the financial stability of respondent, including the ability of respondent to perform the requisite services. The most recent audited financial statement of the respondent's organization may be requested by HCPSS.
- j. a statement as to business and/or principals' involvement in any legal action pending or resolved regarding failure to perform in the state of Maryland during the previous three years, furnish details and outcome.
- k. a statement regarding if the firm is listed on the Federal Debarment Register.

2.6.1 Subcontractor Information

Respondent must provide statements from each of its proposed subcontractors, signed by an individual authorized to legally obligate each subcontractor, attesting to the fact that it will provide the services as represented in the submittal. Subcontractors are required to submit ownership information similar to that required of respondents in Section 2.6 above. Respondent must disclose, at HCPSS request, any information regarding subcontractors.

2.6.2 Equal Employment Opportunity Practices

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

2.6.3 Conflict of Interest

Each respondent must disclose any existing or potential conflict of interest relative to the performance under the Contract. Examples of potential conflicts may include an existing business or personal relationship between respondent, its principal, or any affiliate or subcontractor, with HCPSS or any other entity or person involved in any way in the Contract. Similarly, any personal or business relationship between respondent, the principals, or any affiliate or subcontractor, with any employee of HCPSS or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with HCPSS employees may be cause for contract termination. HCPSS reserves the right, in its sole discretion, to determine if an actual or perceived conflict should result in submittal disqualification.

Each respondent must reveal any past or existing relationship between respondent, its principal, employees, or any affiliate or subcontractor, with any state agency, entity, state employee, or other person in any way involved in the state's procurement and/or contracting processes. HCPSS reserves the right, in its sole discretion, to determine if such relationship constitutes a conflict of interest.

In submitting a submittal, a respondent affirms that it has not given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

2.7 Submittal Requirements

Please refer to Part III, below.

2.8 Menu/Rent Proposal

Please refer to Part IV - Section 4.2 and Appendix D.

PART III

SUBMITTAL REQUIREMENTS

3.1 Technical Issues

The contractor should prepare their response to the Request for Proposal as described below. For rating purposes, the submittal will be evaluated for the following distinct parts.

A. Qualifications

1. Established cafeteria/food service operator/provider for past five years.
2. Personnel experienced in the food services industry.
3. Licensed to do business in the state of Maryland.
4. Ability to provide all required permits and certificates.
5. High quality and delicious menu selections as determined by samples.

B. Submittals

1. The Firm shall describe how its organization can meet the requirements of this RFP and shall include the following information:
 - a. The number of clients/customers and geographic locations that the Firm currently serves;
 - b. An organizational chart that identifies the complete structure of the Firm, including any parent company, headquarters, regional offices, and subsidiaries of the Firm.
 - c. Menu offerings and associated prices.
 - d. **APPENDIX C - QUALIFICATIONS/EXPERIENCE AFFIDAVIT**

C. Cost/Fee Structure

1. Outline methods to control costs and offer high quality products.
2. Contractor shall submit a rental offer as well as a menu pricing structure in a separate envelope labeled "Menu/Rent Proposal Form".

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

3.2. Computer Capabilities

Please indicate any automated ordering or other capabilities for ordering or monitoring of inventory, etc.

3.3. Financial Information

After 48 hours upon request, firms may be asked to provide a financial statement, and other financial data requested or required.

A. Financial Statement

The financial statement must be certified by the owner, partner, or officer of the firm, or by a certified public accountant. However, the school system reserves the right to solicit this information at any time, if said information is deemed relevant.

3.4. Statement of Work

3.4.1 Contractor's Responsibilities

Contractor shall provide all supervision, labor, materials, and tools necessary to provide cafeteria and vending services as more fully described herein. Services are defined as supplying, operating, preparing, and providing cafeteria food and food products; maintaining vending machines; and, maintaining kitchen equipment. Contractor shall not use or knowingly permit any part of the premises to be used for any unlawful purposes. Contractor shall not sublease any portion of the premises. Prior to the first day of the agreement, the Contractor shall meet all applicable health department regulations. Health Department License shall be current and publicly displayed. Contractor staffing shall consist of a minimum of 1 person. One on-site person shall have taken and passed the 16-hour sanitation course from the National Restaurant Association and have and maintain a current certification. Copy of certification must be supplied to HCPSS.

Contractor shall provide a variety of high quality menu options which are competitive but affordably priced, support good nutrition, and are predicated on menu and recipe strategies that emphasize the use of fresh foods and the minimization of processed and frozen foods. Contractor shall employ healthful cooking techniques such as baking, roasting, and braising with continuous improvement toward the reduction or elimination of antibiotics and growth additives in foods that are served. Contractor shall provide a menu strategy that meets the dietary needs and preferences of all customers through provision of a wide variety of foods with culturally diverse options and an allergen free service platform without over-reliance on processed foods and carbohydrate-based entrees. Contractor shall provide just in time or cook to order food preparation wherever feasible and food labeling at all points of service that identify nutritional content as well as key ingredients that include but are not limited to potential food allergens.

Contractor shall ensure that serving temperatures of food will be in compliance with Maryland Department of Health temperature guidelines and that any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. Contractor shall ensure that all serving stations and bars are well stocked throughout the entire posted serving times and the last customer is offered the same range of choice as the first customer. Contractor shall ensure that display and serving areas are clean, sanitary, orderly, and attractive at all times and that any spillage or soiled spots shall be removed promptly from counters, steam table pans, general serving and dining areas and floors.

Contractor shall ensure that leftover foods shall be kept to a minimum and refrigerated as necessary in shallow pans after each meal, with these pans properly covered, labeled with product names and date and used promptly. Contractor shall ensure that leftovers shall not be frozen and that under no circumstances shall leftovers be used to replace any approved menu selection.

3.4.2 Qualifications of Staff:

Contractor shall assign only competent staff to this project. Staff shall be qualified and trained in the use of equipment and tools utilized in the provision of these services, as well as proper food preparation techniques that are compliant in every way with the State and County Departments of Health. Staff shall be courteous, professional, well groomed, and punctual when providing these services. HCPSS reserves the right to request the replacement of any employee that does not consistently comply with these basic qualifications.

3.4.3 Compliance Standards:

Services shall be provided in a courteous, efficient and orderly manner and in conformance with all applicable building, health, sanitary, and other relevant Federal, state of Maryland, and Local laws and regulations. Contractor is solely responsible for all required licenses and permits and shall pay all required fees, taxes, and other charges. Contractor shall keep and maintain the subject premises and equipment in a good, clean, safe, and healthy condition, and in good order and repair. Contractor shall perform janitorial services for its premises. Failure to meet County Health Department regulations may constitute immediate termination of this agreement. Premises shall consist of the kitchen, serving and storage areas.

3.4.4 Hours of Operation:

Contractor shall provide a breakfast and lunch venue in a cafeteria-style format, generally during the hours of 7:00 a.m. through 3:00 p.m. The menus shall consist of generally accepted cafeteria fare, which shall provide a variety of nutritionally balanced choices. Contractor shall be responsible to secure its keyed access area to the kitchen upon leaving the building during the normal course of business.

3.4.5 Vending Operation:

Contractor shall conduct vending services without causing undue interference with general building operations. Contractor shall operate vending services in a manner consistent with the stipulated requirements and all applicable laws and regulations. Contractor shall have exclusive rights for vending machine services at this facility.

3.4.6 Inspections:

Contractor shall provide the original copy of the Department of Health report on the day the inspection occurred. Contractor shall also provide the original copy of any written correspondence received from the Department of Health in response to any inspection or violation. Contractor shall provide the contract representative or designee with access to inspecting the kitchen facility at any time without prior notice. In addition to regulatory inspections, Contractor shall, upon reasonable notice, provide access to the contract representative for the purpose of making required repairs to any part of the building structure, utility lines, or equipment. The person conducting the inspection or repair work shall clearly identify him or herself to Contractor and produce the necessary credentials to demonstrate that he or she is authorized to carry out the inspection or repair.

3.4.7 Catering Services:

Contractor shall have non-exclusive rights to any additional food services, which may be required from time to time by the Board. This may include, but is not limited to, catering services for meetings and other special events outside the normal scope of Contractor's cafeteria and vending services. First preference shall be given to Contractor for all catering services at the facility, except as the Superintendent or Board of Education members may direct for their own meetings, events, or other functions.

3.4.8 Equipment:

HCPSS owns the equipment and permits Contractor to use said equipment as part of its rent. Contractor is responsible for repair and upkeep of said equipment. Contractor shall obtain written consent from the contract representative prior to the addition or replacement of any equipment. Contractor may, at its sole cost and expense, elect to replace or upgrade any fixtures, modifications, improvements or equipment as it may deem necessary or desirable for its use of the premises. All work will be done in a good and workmanlike manner in accordance with any laws, permits or codes. Any such work shall require the prior written approval of HCPSS. Contractor agrees that at the termination of this agreement any equipment or improvements will be removed or restored to the extent practicable and to the satisfaction of HCPSS. HCPSS will not be liable for any labor or materials furnished Contractor upon its order, and no lien therefore shall attach to or affect the interest of HCPSS in and to the premises.

Contractor shall provide the contract representative with a complete inventory list of all equipment within 30 days of commencement of the work. The inventory list shall be updated as needed and reported at least semi-annually to the contract representative.

Contractor shall be responsible for touring HCPSS facility and evaluating available equipment prior to the proposal due date in order to determine capabilities. Contractor shall schedule an appointment for evaluation of the facility and equipment with Mr. Pindell, Director of Purchasing at 410 313-6722.

HCPSS makes no implied or express warranties, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose.

HCPSS retains the right to, without unreasonably interfering with normal café and services, to use the area for a variety of activities that may or may not be café related.

If any alterations to the café are contemplated, contractor must provide concept plans and renderings for such alterations.

3.4.9 Reporting:

Contractor shall provide an annual, independently audited profit and loss statement. The Contractor and HCPSS may conduct staff surveys with the intent to monitor customer satisfaction and to deliver the product choices desired. Both parties agree to provide timely and full disclosure of the results collected. Contractor shall provide advance notice to the contract representative of any survey it intends to conduct and the survey must be communicated and distributed through the contract

representative. HCPSS reserves the unilateral right to limit the number of surveys, including content, which are issued. The last customer survey summary results are attached as Appendix G.

3.4.10 Meeting Requirements:

Minimally, contractor shall meet with the contract representative at least quarterly to discuss the services provided under the contract, reports, equipment needs, building meetings and events, etc. HCPSS desires to have an open line of communication to ensure the successful relationship between HCPSS building operations, Contractor's operations, and customers.

3.4.11 Retention of Records:

Contractor shall retain and maintain all records and documents relating to this contract for three years or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized HCPSS representatives at all reasonable times.

3.4.12 Academy of Technology Program:

HCPSS offers culinary programs through a Culinary Academy. HCPSS is interested in a partnership relationship between the Contractor and the Academy that will allow students to periodically showcase their culinary products. The expense and profits of such an arrangement shall be mutually negotiated in good faith between the parties. Contractor agrees to participate in this process in good faith to the extent that it does not adversely affect Contractor's financial profit/loss outcome.

3.4.13 If the premises be damaged by fire or other casualty, HCPSS or Contractor if such damage is not the result of an act of negligence of Contractor and if the premises are thereby rendered wholly or partially un-tenantable, may elect within thirty (30) calendar days after the damage shall occur, to terminate the agreement.

3.4.14 Abandonment of premises, a default of ten (10) calendar days in payment of rent, a breach of any of the conditions of this agreement continuing for more the five calendar days after notice thereof from HCPSS, death, dissolution or insolvency, assignment, appointment of a receiver or any bankruptcy proceedings against Contractor, shall be deemed default by Contractor under this agreement.

3.4.15 Contractor shall be measured on their successful completion of the work through their compliance with the contract and customer satisfaction. Customer satisfaction shall play a key role in HCPSS' evaluation and continuation of cafeteria and vending services. Failure to maintain a high level of participation and satisfaction from the staff and general public that visit the cafeteria may result in the early termination. In addition, successful performance will be evidenced by the quality in content and presentation of Contractor's services.

3.5. HCPSS RESPONSIBILITIES

3.5.1 General:

HCPSS shall provide all assistance deemed reasonable and necessary to help contractor address the obligations specified herein as it relates to current HCPSS operations, documentation, building closings, and other required information and assistance.

HCPSS intends to provide support for the provision of cafeteria services to the extent described herein. It does not intend to subsidize this operation in any other way.

3.5.2 Facilities:

A. HCPSS shall provide cafeteria facilities for food and beverage vending and food and beverage preparation for the agreed upon rent at the Central Office Building.

B. HCPSS reserves the right to provide feedback through its contract representative regarding menus, operating hours and building access.

C. HCPSS shall be responsible to provide heat, air conditioning, lighting, electricity, hot and cold running water, drainage, sewer, garbage removal (subject to the normal disposal of daily operational waste – disposal of any hazardous materials or outside materials is not permissible), and data and local telephone service necessary for the Contractor's use at the designated facility. HCPSS may interrupt any services for the purposes of maintenance, upgrades, etc.

D Contractor shall be responsible for all repair costs for HCPSS's kitchen equipment used in the conduct of this contract. HCPSS shall make the final determination when equipment is to be replaced. Any equipment replacement costs shall be paid by HCPSS unless Contractor determines to assume said cost in favor of an earlier, exact functional replacement. HCPSS shall maintain ownership of said equipment even if contractor elects for an earlier replacement at its expense.

E. HCPSS shall provide maintenance and repair services to the premises. HCPSS may interrupt or suspend the supply of such services to the premises in order to make any necessary repairs or improvements to the premises or any other building or property adjacent to or about the premises. HCPSS shall not be liable to the Contractor for any resulting losses or for any other interruption or suspensions of services which shall not be caused by the negligence of HCPSS. HCPSS shall make such repairs as are necessitated by the ordinary and reasonable use and occupancy of the premises including, but not limited to, repair of the plumbing, electrical, and heating system.

F. HCPSS shall provide reasonable access to the Central Office to facilitate business operations. Said access shall be not earlier than 6:00 a.m., Monday through Friday, and not later than 10:00 p.m., Monday through Friday. Key entry access to the Board cafeteria kitchen area ONLY shall be provided to Contractor's on-site management. The contract representative must be notified of any access after 5:00 p.m., Monday through Friday.

3.5.3 HCPSS Contract Representative:

Anissa Brown Dennis, or Designee
Chief Operating Officer
Howard County Public Schools

The sole point of contact prior to award of this contract is the Buyer listed on cover page.

3.6 Insurance Requirements

Unless otherwise required in these specifications, or elsewhere, if a Contract is awarded the Contractor shall be required to purchase and maintain during the life of the Contract, Commercial General Liability, Professional Liability, and Workers' Compensation Insurance with limits of not less than those set forth below. The Contractor shall require similar coverage from any of its subcontractors.

Commercial General Liability

At least \$1,000,000 combined single limit coverage written on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. **The general aggregate limit is to apply per project. Contractor must ensure this coverage extends to their work while onboard school buses.** On all Commercial General Liability Insurance policies, the **Board of Education of Howard County (the BOARD) AKA Howard County Public Schools (HCPSS) and HCPSS parties, administrators, executives, employees and volunteers** shall be named as additional insureds, which shall be shown on the insurance certificates, along with coverage is extended to contractor operations onboard school buses furnished to HCPSS under this Section.

Abuse and Molestation Coverage

At least \$250,000 per occurrence/\$250,000 annual aggregate.

Workers' Compensation Insurance

Statutory benefits as required by Maryland law and/or, when required, the U.S. Longshoremen's and Harbor Workers' Compensation Act including standard Other States coverage; Employers' Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit.

Waiver of Subrogation

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Howard County (the Board) for any and all claims, liability, loss, damage, costs or expense (including attorney's fees) arising out of the services provided by Contractor under this Contract. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, contractors, agents and employees. The Contractor shall advise its insurers of the forgoing.

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PART IV

SUBMITTAL EVALUATION AND SELECTION PROCESS

4.1 Introduction

This Part details the submittal evaluation and selection process and the mandatory format for submission of the pricing portion of submittals ("price proposals").

4.2 Price Proposal

The respondent must utilize the format provided in Appendix D in submitting a price proposal in response to this RFP. The price proposal must be included in separate envelope of the submittal.

4.3 Submittal Evaluation and Selection

The HCPSS will evaluate submittals on the basis set forth in this section. A contract may be awarded the Contractor whose submittal best meets HCPSS requirements and needs at the time of the award. HCPSS may request additional information about or clarification of proposals.

Submittals shall comprehensively address all of the desired services outlined in the Request for Proposal and shall demonstrate the successful performance of similar contracts by the Contractor making the submittal, and shall offer the most cost effective submittal for the desired services.

Submittals shall be evaluated by an Evaluation and Selection Committee that may request additional technical assistance from any source. The Committee shall first review each submittal for compliance with requirements of the Request for Proposal. The Committee may recommend that the HCPSS waive minor irregularities in order to assure quality of service in the remaining areas and if it determines that the decision is in the best interests of HCPSS.

The Committee will use the following criteria and weighing in preparing its technical and price evaluation of each qualifying submittal:

Experience to Perform the Services (includes taste test)	30
References	10
Proposed Approach to Providing the Cafeteria Services	20
Rent and Pricing structure	40

Only those firms whose proposal has achieved the required 70% minimum or better technical score will be considered for award. HCPSS reserves the right to make an award with or without negotiations or to request best and final offers or to make an award without further review. Qualified firms may be requested to provide an oral presentation to the Selection Committee. HCPSS reserves the right to short list the number of Firms that are considered in the interview stage, and/or during any best and final offer process that may take place, from the Firms receiving the highest evaluated scores.

Upon shortlisting, firms will be asked to provide menu samples for breakfast and lunch selections for taste testing. Awarded firms are expected to maintain the same level of quality as the samples provided.

HCPSS reserves the right to negotiate with the highest ranked Firm and/or to modify any element of the proposal to ensure that the best possible arrangements for achieving the stated purpose are obtained

PART V
PAYMENTS

Payments

Payment of rent to be made the 30th of each month to HCPSS.

APPENDIX A

TERMS AND CONDITIONS

1. CONTRACT AWARD

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

2. ORDER OF PRECEDENCE

In the event of an inconsistency among provisions of this Request for Proposal, the inconsistency shall be resolved by the following order of precedence:

- Specifications
- Terms and Conditions
- General Provisions for Professional Services

3. WAIVER OF RIGHT TO BID ON OTHER CONTRACTS

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

4. PUBLIC INFORMATION ACT NOTICE

Firms should give specific attention to the identification of those portions of their submittals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPSS. Blanket requests for the entire submittal to be held confidential will not be accepted.

HCPSS shall determine, in their sole discretion, which (if any) portions of the Firm's submittals shall be confidential.

5. INITIATION OF WORK

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

6. RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

7. HOLD HARMLESS: INSURANCE

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

The Contractor has in force, or shall obtain, and will maintain insurance for the full term of the contract

(including any executed renewals) in not less than the amounts specified and accordance with the requirements contained in Attachment A.

8. SUBCONTRACTING OR ASSIGNMENT

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

9. CHANGES ALTERATIONS, OR MODIFICATIONS IN THE SERVICES

HCPSS shall have the right, at their discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Contractor or in the contract cost thereof.

If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing with 30 days from the date of receipt by the Contractor of the notification of change unless the project manager or his duly authorized representative grants a further period of time before the date of final payment under the contract.

No services for which an additional cost or fee will be charged by the Contractor shall be furnished without prior written authorization of HCPSS.

10. DELAYS AND EXTENSIONS OF TIME

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

11. REMEDIES AND TERMINATION

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

compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach.

If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and HCPSS can affirmatively collect damages.

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

12. RESPONSIBILITY OF CONTRACTOR

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

13. DISPUTES; GOVERNING LAW

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question concerning a question of fact shall initially be referred to the HCPSS Project Manager. Any claim, dispute, or other matter in question concerning a question of fact referred to the Project Manager that is not disposed

of by agreement shall be referred to the purchasing officer, HCPSS, who shall reduce his decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of HCPSS shall be final and conclusive.

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

14. EXAMINATION OF RECORDS

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

15. DISSEMINATION OF INFORMATION

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

16. NON-HIRING OF EMPLOYEES

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

17. CONTINGENT FEE PROHIBITION

- A. The Contractor warrants that they have not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, to solicit or secure this agreement, and that they have not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
- B. For breach or violation of this warranty, HCPSS shall have the right to terminate this agreement without liability, or, at its discretion, to deduct from the contract price or consideration, or percentage, brokerage fee, gift or contingent fee.

18. COMPLIANCE WITH LAW

The contractor hereby represents and warrants:

- A. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- B. That it is not in arrears with respect to the payment of any monies due and owing the county or state, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
- C. That it shall comply with all federal, state, and local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- D. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this agreement.
- E. That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

20. STAFF

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

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

The Contractor understands that HCPSS shall not be required to act contrary to the School System policies or unreasonably interfere with the School System operations. The Contractor and any Sub-Contractor personnel assigned to this project must be cognizant and abide by School System policies and operating procedures at all times. Health and safety policies and procedures will not be compromised. Proposed programs must not violate or conflict with the School System policies and procedures. Moreover, the Contractor shall be cognizant and enforce all federal and state regulations and policies and all proposals and subsequent work shall adhere to known regulations and policies.

23. OPTIONAL USE OF CONTRACT

Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Award 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 Award. Howard County Public School System shall not be a party to any contract entered into by any of the agencies under this document, and shall have no duties toward the agencies or the Contractor.

24. SEX OFFENDER NOTIFICATION

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

As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services **on HCPSS property**. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal

Procurement Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years' imprisonment and/or a \$5,000 fine.

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

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.

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

25. CRIMINAL HISTORY BACKGROUND CHECKS

All employees, agents, or representatives of the awarded Contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, must provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the Contractor be barred from school system property.

26. ETHICS REGULATIONS

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

27. DEBARMENT STATUS

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

28. ASSIGNMENTS

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

29. SUBCONTRACTORS

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

30. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

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

31. RIGHT TO ASSIGN WORK

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

32. SPECIFICATIONS AND SCOPE OF WORK

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

33. INDEMNIFICATION

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

34. PERMITS, CODES AND LAWS

All work shall be in accordance with all State, County, Federal, and Governmental rules, regulations and laws. The contractor is responsible for assuring that all of their employee and services provided under the

contract follow and comply with any such requirements pertaining and applicable to the service being provided under this contract. All costs to comply with these requirements shall be paid by the contractor and included in the contractors Bid price.

35. BEHAVIOR OF CONTRACTOR EMPLOYEES

Howard County Public School System (HCPSS) is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the HCPSS. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also insure that all or their representatives who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractors employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies which shall include those regulations relating to safety, security and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.

37. RIGHT TO STOP WORK

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

39. LICENSES AND QUALIFICATIONS

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

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

40. NON-DISCRIMINATION IN EMPLOYMENT

The HCPSS does not discriminate on the basis of race, color, creed, national origin, religion, physical or mental disability, age, gender, marital status, or sexual orientation in matters affecting employment or in providing access to programs. For more information, contact the Equity Assurance Office of the Howard County Public School System at 10910 Route 108, Ellicott City, ND 21042 or call 410-313-6654.

42. BINDING AGREEMENT

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

43. INDEPENDENT CONTRACTS

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

APPENDIX B

STANDARD CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT # 053.18.B1

THIS AGREEMENT is entered into this ____ Day of _____ 2018, effective as of this date, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and _____ Contractor, (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Contractor submitted a proposal to RFP #053.18.B1 issued by the Board and has been selected to perform professional services in accordance with the terms and conditions expressed in the RFP;

WHEREAS, the Board desires the Contractor to perform certain work and services, on the terms and conditions herein set forth and the Contractor is ready, willing, and able to perform such work and services as needed and assigned; and

WHEREAS, this Agreement shall be administered by the Contract Representative or such other persons designated by The Board of Education.

NOW, THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties hereby agree as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

1. The work and services to be performed by the Contractor shall be in accordance with the following documents:

Request for Proposal No. 053.18.B1, and _____ (contractor name)
proposal dated _____ date.

ARTICLE II - TERMS AND CONDITIONS

Contractor agrees to perform the work and services required under this Agreement in accordance with RFP #053.18.B1, whose provisions for professional services are incorporated herein by reference.

ARTICLE III - TERM OF AGREEMENT

The term of agreement shall begin upon award for a period of five years. Contract renewals shall be contingent upon adequate fiscal appropriations as per the RFP.

ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS

- (1) The Contractor shall make payment the 30th of each month.

ARTICLE VI - INSURANCE

The Contractor agrees to and has complied with the insurance requirements set forth in the RFP.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

BOARD OF EDUCATION OF HOWARD COUNTY

Signature:

Cynthia L. Vaillancourt, Chairman
Board of Education of Howard County

Date

Signature:

Michael Martirano, Ed. D., Interim
Superintendent of Schools

Date

Firms Signature:

Authorized Person at Firm

Date

Typed

Title

Company Name

Address

City, State Zip

Telephone

Fax

WITNESS: By:

Date

APPENDIX C

QUALIFICATIONS/EXPERIENCE AFFIDAVIT

Submitted to: Howard County Public Schools, Purchasing Office

By: _____

Information furnished in response to this Affidavit and any verification made by HCPSS provides a basis for determining the responsibility of Contractors. If the experience or background of the Contractor is deemed insufficient or the Contractor's references inadequate, the Contractor may be determined not responsible and its proposal rejected.

Contractor shall have at least 5 years' experience in providing **Cafeteria Services** similar in scope and complexity to those described herein. The most recent experience must be within the past 12 months. HCPSS may consider relevant individual experience of key personnel when assessing the responsibility of the Contractor.

1. How many years has your firm been in the business of providing similar services/scope of work under your present legal name? _____ Years of relevant experience.
- 1a. Under a different legal name? _____ Years of relevant experience.

2. List at least three contracts/references similar in scope and complexity to the work described herein in which your organization has completed within the last 3 years (include company names, firm or government agency, address, contact person, phone number and email address). At least one contract must have been awarded within the past 24 months.

A. Client: _____
Beginning and End Date of Contract: _____
Address: _____
School District or Organization: _____
Contact Person: _____
Phone Number: _____

B. Client: _____
Beginning and End Date of Contract: _____
Address: _____
School District or Organization: _____
Contact Person: _____
Phone Number: _____

C. Client: _____
Beginning and End Date of Contract: _____
Address: _____
School District or Organization: _____
Contact Person: _____
Phone Number: _____

3. How many people does your company currently employ on a:

- A. Full Time basis? _____
- B. Part Time basis? _____

4. Has your organization performed any contract, not included in #2 above, for any unit of the State of Maryland or Howard County Government over the last five years? (Please list names, addresses, dates and the government employee responsible for accepting the work).

APPENDIX D

FORM FOR MENU/RENT PROPOSAL

Firm Name: _____

- Price proposals are to be fully loaded prices that include, but are not limited to, all labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation.
- Firm is to provide sample menu pricing for evaluation purposes. Firm may also attach sample menus but must provide the minimum requested prices. Prices submitted will be the actual advertised prices.
- Except as instructed on the Price Proposal Form, nothing shall be entered on or attached to the Price Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may cause the Proposal to be rejected.
- HCPSS shall not subsidize this operation in any way other than as described herein. The Firm shall list any additional equipment required to perform the services. Equipment, if accepted and purchased by HCPSS, shall become the property of HCPSS immediately upon delivery to HCPSS. HCPSS reserves the right to decline this portion of your proposal when determined to be in our best interest. If HCPSS rejects your equipment requirements you will be given an opportunity to maintain your proposal submission as is or to withdraw without prejudice. Appendix F lists the equipment included.
- NOTE: Amendments to solicitations often occur prior to the proposal due date and sometimes within as little as 24 hours prior to the time proposals are due. It is the Firm's responsibility to frequently visit our website, www.HCPSS.org, to obtain amendments. Completion of this Price Proposal Work Sheet indicates that you have read this section and checked the website for any amendments to this solicitation.

1. **Proposed Monthly Rent Offered:** \$ _____

2. **Sample Menu Item Pricing:**

	(written in words)
Coffee:	\$ _____
Juices:	\$ _____
Toast/English Muffin:	\$ _____
Bagel:	\$ _____
Egg & Cheese Sandwich:	\$ _____
Danish:	\$ _____
Cheese and 1 Meat Omelet:	\$ _____
Fresh Fruit Cup:	\$ _____
Chicken Salad Sandwich:	\$ _____
Tuna Salad Sandwich:	\$ _____
BLT:	\$ _____
Grilled Chicken Sandwich:	\$ _____
Cheese Steak:	\$ _____
Grilled Reuben:	\$ _____
French Fries:	\$ _____
Chef Salad:	\$ _____
Caesar Salad:	\$ _____

3. Additional Equipment Required

Equipment and Description	Brand	Model	Electrical Requirements	Dimensions

Attach additional sheets if necessary

4. PROPOSAL SUBMITTED BY:

Authorized Signature Date Title

Print or Type Name Phone Number E-mail Address

Company Name

Street Address

City, State Zip

Contact Person Telephone No. e-mail Address

5. ADDENDUM

The bidder acknowledges receipt of the following addenda:

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

APPENDIX E

AFFIDAVIT

Special Instructions: An authorized representative of the offeror needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification

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

1. I am the _____ (officer) and duly authorized representative of the firm _____ whose address is _____

_____ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above Firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;

(b) been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(c) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;

(d) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;

(e) been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance ~ Procurement Article;

(f) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in paragraph (a) through (e) above; or

(g) been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

3. The only conviction, plea, or admission by any officer, director, partner, or employee of this Firm to involvement in any of the conduct described in paragraph 2 above is as follows:

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

(You may attach any explanation necessary.)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.

5. I affirm that this proposal or bid to the Board of Education of Howard County is genuine and not collusive or a sham; that said Firm has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or proposal or to refrain from bidding or making a proposal and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the prices of the affidavit or any other person, or to fix any overhead, profit or cost element of said price, or that if any person, or to secure an advantage against

the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County may terminate any contract awarded and take any other appropriate action.

6. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

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

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

(Signature of Bidder)

(Date)

(Print Name of Bidder)

(Title of Bidder)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC

Name _____

Seal:

My Commission Expires _____

(Legal Name of Company)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

(E-mail address)

Contractor's License Number # _____

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

() Corporation

() Partnership

() Individual

() Other

APPENDIX F

EQUIPMENT LIST

<u>Equipment</u>	<u>Owner</u>	<u>Age in Years</u>
Slicer	HCPSS	10+
Double Door Refrigerator	HCPSS	Approx. 8
Double Door Freezer	HCPSS	Approx. 7
Telephone	HCPSS	10
Convection Oven	HCPSS	Approx. 30
Griddle-Flat-top	HCPSS	Approx. 30
Holding Hot Unit	HCPSS	Approx. 17
Conveyor Toaster	HCPSS	Approx. 16
Single Door Bev Air (coffee station)	HCPSS	22+
Hood	HCPSS	8

APPENDIX G
SURVEY SUMMARY

Staff of the Central Office Campus were recently surveyed to better understand their needs and provide input for the type of café services.

What is your favorite menu item?	Salads	Chicken Mix of grilled and cold sandwiches	Various ethnic food/dishes
How important are meals served hot?	Important 61%	Not important	Neutral 36%
How important are meals served cold?	Important 47%	Not important	Neutral 45%