

Request For Proposals

Vendor/Caterer – Meals Only

For:

USDA National School Lunch Program and School Breakfast Program

Issued by:

The Children's Guild

5702 Sargent Rd

Chillum, MD 20782

Attn: Christopher Bolton

Email: meals@childrensguild.org

(301) 853-7370 x 3140

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**PART I
GENERAL INFORMATION**

A. Intent

This solicitation is for the purpose of entering into a **fixed-price-per-meal** contract for providing food services for The Children's Guild, hereinafter referred to as the Agency. The statements, items, and criteria set forth herein are the minimum requirements to be provided in the proposal submission and the contractual agreement.

B. Proposal Submission and Award

1. Sealed proposals on the forms provided and accompanying documents **must** be submitted to Christopher Bolton, Director of Food Services, by ~~4/15/24~~2022 by 12:00 pm EST.
2. Agency reserves the right to reject any or all proposals, if deemed to be in the best interest of the Agency.
3. To be considered, each Vendor must submit a **complete** response to the Request for Proposals (RFP). No other distribution of a proposal is to be made by the Vendor **must complete and submit Parts I, II, III, and all applicable Resources and Appendices**.
4. Award shall be made to the responsive and responsible Vendor whose proposal is most advantageous to the Agency. A responsible Vendor is one who's financial, technical, and other resources indicate an ability to perform as required by this solicitation.
5. Proposals tendered by mail should be addressed to 5702 Sargent Road Chillum Maryland 20782 Attn: Christopher Bolton, Director of Food Services, with the exterior of the envelope plainly marked, "**Food Service Proposal**." Allow enough time for delivery to meet the due date. Bidders must provide at least **THREE** hard copies of proposal upon submission.
6. If more than one proposal is offered by any one party, by or in the name of another entity or person, all such bids/proposals will be rejected.
7. Vendor is expected to be fully informed of the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. If the Vendor desires to personally examine/visit the job site(s) to relate the existing conditions to the proposal document requirements, contact Christopher Bolton at meals@childrensguild.org
8. Vendor will comply with the following nondiscrimination statements:

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

MSDE Nondiscrimination Statement

The Maryland State Department of Education does not discriminate on the basis of age, ancestry/national origin, color, disability, gender identity/expression, marital status, race, religion, sex, or sexual orientation in matters affecting employment or in providing access to programs and activities and provides equal access to the Boy Scouts and other designated youth groups. For inquiries related to Department policy, please contact: Agency Equity Officer, Equity Assurance and Compliance Office, Office of the Deputy State Superintendent for Finance and Administration, Maryland State Department of Education, 200 W. Baltimore Street - 6th Floor, Baltimore, Maryland 21201-2595, 410-767-0426 – voice, 410-767-0431 – fax, 410-333-6442 - TTY/TDD.

9. The proposal of the Agency’s selected Vendor must be reviewed by the Maryland State Department of Education (MSDE) prior to final execution of the contract.

10. Any proposal submitted shall be in accordance with the laws of the State of Maryland and regulations of the U.S. Department of Agriculture.

C. Incurred Cost

Agency is not liable for any cost incurred by the Vendor prior to the signing of the contract by all parties.

D. Subcontracts

1. No Agency may contract out for the management responsibilities of the Program.

E. Contract Terms

The initial contract period shall be for one year beginning on or about 8/1/2022 and ending 08/01/2023 with the option of up to four one-year renewals by mutual written agreement between the Agency and the Vendor. Each contract renewal must be reviewed by MSDE prior to execution.

F. Pre-Proposal Meeting/Questions

Pre-proposal meeting is scheduled for 4/2/15/2022 @ 10:00 pm EST @ 5702 Sargent Road Chillum Maryland 20782. Attendance is required. No proposal will be accepted from a Vendor not in attendance at this meeting.

G. Late Proposals

Any proposal received after the due time and date specified for receipt will not be considered without explanation and still may be rejected

H. Guarantee

1. Submit a guarantee equivalent to five percent of the total proposal price which must consist of a firm commitment such as a certified check, or other negotiable instrument accompanying a bid as assurance the Vendor will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. The guarantee will be returned: (a) to unsuccessful Vendors as soon as practicable after the opening of proposals; and (b) to the successful Vendor upon full execution of the contractual documents.

I. Nonperformance and Excess Costs

1. Nonperformance shall subject the Vendor to specified sanctions, outlined in the contract, in instances where the Vendor violates or breaches contract terms and/or federal and State law or regulation. In the case of nonperformance or noncompliance by the Vendor, the Vendor shall pay the Agency for any excess costs incurred by the Agency for obtaining meals from another source.

2. Vendor will be paid by the Agency for all meals delivered in accordance with the contract and Program(s) regulations. However, neither the USDA nor MSDE assumes any liability for the payment of differences between the number of meals delivered and the number of meals served.

J. Health Certification and Inspection

1. Vendor shall have the most recent authorized State or local health official’s certification for any facility that it proposes to prepare meals and shall maintain such certification for the duration of the contract. The certification must cover the transport of food from the facility to the site.

K. Nonpayment for Spoilage

No payment shall be made for meals that are spoiled or unwholesome at time of delivery, or do not meet detailed specifications as developed by the Agency for each food component specified, or do not otherwise meet the requirements of the contract.

L. Gifts from Vendor

Agency’s officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from any Vendor. To the extent permissible under State law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards either by the Agency’s officers, employees, or agents, or by the Vendor or their agents.

M. Advisory Board

Vendor will participate in an Agency established advisory board composed of parents, teachers, and students to assist in menu planning

N. 21-Day Menu

1. The 21-day menu (Appendix A-4) must be used as the standard for estimating average cost per meal. The 21-day menu must be adhered to for the first 21 days of meal service. Changes thereafter may only be made with Agency approval however, any changes must equal or exceed the original 21-day menu.
2. Menus must comply with the requirements as described in 7 CFR Parts 210 and 220, with the exception of number 3 below. The Agency has outlined the requirements in Part IV, Resources A - C.
 - a. All bids must include a 21-day menu. The Agency will evaluate the 21-day menu according to the applicable meal pattern requirements.
 - b. The Agency may request information such as sample production records, recipes, and nutrient analysis of all products used in the 21-day menu.
3. Meal requirements for pre-K must comply with 7 CFR 226.20.

O. Selection of Manager

Agency reserves the right to interview and approve the Vendor food service manager.

P. Code of Conduct

Agency will maintain a written code of conduct governing the performance of their officers, employees, or agents engaged in contract awards and administration when the contract is funded in whole or in part by USDA program funds.

Q. Nonprogram Revenue/Per Meal Equivalency Factor (School Meals ONLY)

If contract is awarded on a per meal basis and with revenues from nonprogram foods sales converted into meal equivalents that the fixed price cost is applied, the Vendor will annually provide information on food costs and revenues. The information must include food cost for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. Nonprogram foods include: a la carte; catering; vending; and student stores operated, or any other sales generated through the nonprofit school food service account not already described. Historical information on the type and value of nonprogram foods and meals to be offered such as other food service operations, for example, catering must be annually provided by the Vendor for the purpose of calculating nonprogram food costs and program revenues.

R. Management Fee

1. Fixed price contract
No management fee increase may be implemented prior to review of Vendor's written request by MSDE.
2. The following must be included in the management fee and may not be charged in any other expense:
 - a. Travel expense of all FSMC personnel
 - b. Menu development specific to the operation
 - c. On-site food service, employee training, management meetings, and/or management development programs specific to the operation
 - d. Nutrition education material and program expense
 - e. Design services specific to the operation
 - f. Cost of production of the following: training manuals, procedures manuals, food service control forms and supplies, and material for special promotions
 - g. Personal representation visitation and coverage on regular basis by a principal of FSMC
 - h. Education programs via assembly programs, special programs, parent-teacher meetings and food service advisory committee meetings
 - i. Keeping the Agency current and aware of policies and procedures of State and federal government as far as food service operations and nutrition are concerned
 - j. All accounting including on-site bookkeeping charges and preparation of the reimbursement claim report
 - k. All payroll reporting including recording, documentation, and issuance of weekly payroll checks
 - l. Training of staff
3. The Agency has the right to disqualify proposal if any of the above expenses are charged other than management fee.

S. Economic Price Adjustment and Price Renegotiation

1. Adjustment and/or renegotiation of management fees, meal prices, or food will be allowed in the subsequent years of the agreement. An adjustment or renegotiation allows the vendor to increase their price to the Agency and allows the Agency to demand a price reduction.
2. If the vendor requests a price increase, the annual percentage increase must be based on the U.S. Department of Labor, Bureau of Labor Statistics, Food Away From Home series of the Consumer Price Index for All Urban Consumers (CPI-U) for the respective Core Based Statistical Area (CBSA) for the most recent 12-month period immediately preceding the month in which the contract expires or ten percent, whichever is less.
3. Before any fee or price increases can be implemented, the Vendor must document through cost or price analysis the need for such price increase.
4. Agency must forward all documentation to MSDE for review prior to acceptance of price increase.

**PART II
CONTRACT SCOPE**

A. General Requirements

1. The food service shall be operated and maintained to the benefit of the Agency's participants, faculty, and staff.
2. The food service shall be managed to promote maximum participation in the USDA National School Lunch Program (NSLP) and School Breakfast Program (SBP).
3. The Vendor shall have the exclusive right to the food service program at the site(s) specified in the Appendices.
4. The Agency and the Vendor will operate in accordance with program regulations specified in 7 CFR Parts 210, 220, 245, and 2 CFR Part 200.
5. Vendor shall provide the type of food service at sites as specified in the Appendices. By mutual agreement, sites may be added to or deleted. However, sites are limited to attendance units of the Agency.
6. Agency reserves the right to maintain food and beverage vending machines in its facilities or to have the Vendor maintain the vending. Revenues must accrue to the Agency.
7. Vendor shall be independent and not an employee of the Agency. The employees of the Vendor are not employees of the Agency.
8. Vendor shall operate the food service in accordance with the policies and regulations of MSDE and USDA regarding the Program(s) and any additions or amendments thereto.
9. Agency shall have ultimate legal responsibility for the conduct of the overall food service and shall monitor the food service to ensure compliance with the policies and regulations of MSDE and USDA regarding the Program(s) and any additions or amendments thereto.

B. Responsibilities of the Agency

1. Agency shall ensure the food service is in conformance with its Permanent Agreement and Permanent Policy Statement. If requested, the Agency will make a copy of both documents available to the Vendor.
2. Agency shall retain control of the quality, extent, and general nature of the food service and the prices to be charged for meals.
3. Agency maintains the responsibility for preparing and submitting all reports and claims for reimbursement to MSDE.
4. Agency shall monitor the food service through periodic on-site visits to include inspection of meals, food preparation, storage and service areas, and sanitation practices.
5. Agency shall approve the menus and recipes and if necessary complete nutrient analysis on USDA approved software of Vendor recipes and other food to be served or sold to participants to ensure compliance with rules and regulations of MSDE and USDA.
6. Agency shall approve all à la carte items and prices charged in advance of the sale by Vendor.
7. Agency shall retain signatory authority for the annual application for participation in the Program(s).
8. Agency shall distribute, collect, and determine eligibility applications for free and reduced-price meals and/or free milk.
9. Agency shall verify applications for free and reduced-price meals as required by federal regulations.
10. Agency shall conduct performance, accountability, and other reviews as required by State and federal regulations and guidelines.
11. Agency shall maintain a system for contract administration to assure contractual compliance with contract terms.
12. Agency shall monitor contract compliance on an ongoing basis and strictly enforce all contract provisions, including those related to the return of discounts, rebates, and applicable credits.
13. Agency shall maintain a system for assuring that the Vendor operates the food service program in conformance with the Agency's Agreement for participation in the Program(s).
14. Agency shall comply with Federal and state standards and policies relating to energy efficiency.
15. Agency shall ensure that the Vendor fully discloses all discounts, rebates, allowances, and incentives received by the Vendor from its suppliers. If the Vendor receives a discount, rebate, allowance, or incentive from any supplier, the Vendor must disclose and return to the Agency the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the Agency. All discounts, rebates, allowances, and incentives must be returned to the Agency on a **Monthly** basis.
16. Agency will provide the Vendor a list of approved sites with projected number of meals for each site and will notify Vendor of site operational changes within a mutually agreed upon time frame.

C. Responsibilities of the Vendor

1. Vendor shall serve on such days and at such times as requested by the Agency:
 - a. Meals, priced as a unit, that meet the requirements prescribed by federal and state regulations.
 - b. Milk served to children pursuant to requirements of the Program(s).
 - c. Other foods as agreed upon by the Vendor and Agency.
2. Vendor shall provide free and reduced-price meals or free milk to those children designated by the Agency.
3. Vendor shall implement the collection procedures specified by the Agency and approved by MSDE.
4. Vendor shall implement the Offer versus Serve option at sites specified by the Agency.
5. Vendor shall adhere to the 21-day menu as specified by the Agency on Appendices A-4 for the first 21 days of meal service. Thereafter, changes in the menu may be made only with Agency prior approval.
 - a. Menus must comply with the requirements, as described in 7 CFR Parts 210 and 220. The Agency has outlined the requirements for meeting this requirement in the Part IV, Resources A - B.
 - b. Vendor must use USDA-approved software to complete an analysis of the 21-day menu cycle.
 - c. Agency will evaluate the 21-day menu according to the applicable meal pattern requirements. The Agency may request information such as sample production records, recipes and the nutrient analysis of all manufacturers' products used to conduct an independent analysis of any item in the 21-day menu.
6. Vendor shall cooperate with the Agency in promoting nutrition education and coordinating the Agency's food service with classroom instruction.
7. Vendor shall use the Agency facilities for the preparation of food to be served only at sites specified in the Appendices.
8. Vendor shall make modifications to the menu plan for participants with disabilities or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement that includes recommended alternate foods. Such statement shall be signed by a recognized medical authority.
9. Vendor shall deposit daily all monies in the Agency account.
10. Vendor shall comply with all local and State sanitation standards.
11. Vendor shall comply with Federal and state standards and policies relating to energy efficiency.
12. Vendor shall fully disclose to the Agency all discounts, rebates, allowances, and incentives received from its suppliers. If the Vendor receives a discount, rebate, allowance, or incentive from any supplier, the Vendor must disclose and return to the Agency the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the Agency. All discounts, rebates, allowances, and incentives must be returned to the Agency on a MONTHLY basis. Documentation of discounts, rebates, or applicable credits may be requested by MSDE.

D. Purchases

1. Agency shall retain title of all purchased food and nonfood items.
2. Vendor must meet minimum food specifications for product size, count, container, and packing medium.
3. Once a year, the Agency reserves the right to compare prices of the 30 most-used food and nonfood items. The Agency will compare current vendor price for these items with at least two other local vendors' prices and maintain on file.
4. Nothing in this contract shall prevent the Agency from participating in food co-ops or purchasing food from vendors with whom the Vendor normally does not do business.
5. **Buy American:** Vendor/FSMC must comply with the Buy American provision in accordance with 7 CFR 210.21(d). Limited exceptions include:
 - a. A product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
 - b. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.
6. To the greatest extent practicable, the purchase, acquisition, or use of goods, products, or materials should be produced in the United States.
7. Agency may request that the Vendor use geographic preference for the procurement of unprocessed agricultural products which are locally grown and locally raised, and that have not been cooked, seasoned, frozen, canned, or combined with any other products.

E. Sanitation

1. Agency shall remove all trash from the designated areas on a regularly scheduled basis.
2. Vendor shall clean the kitchen area, including but not limited to sinks, counters, grease traps, tables, chairs, flatware, and utensils.
3. Vendor shall operate and maintain all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to the Agency and comply with all applicable laws, ordinances, regulations, and rules of federal, State, and local authorities.
4. Agency shall provide extermination services as needed.

5. Agency shall clean the dining/cafeteria area, including kitchen, tables and chairs, walls, floors, and window coverings.

F. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

1. Vendor agrees to comply with 2 CFR Part 200 including Appendices, and not limited to:
 - a. Equal Employment Opportunity.
 - b. Contract Work Hours/Safety Standards Act (40 U.S.C. 3701-3708).
 - c. Davis Bacon Act (for construction contracts in excess of \$2,000).
 - d. Rights to inventions made under contract or agreement.
 - e. Debarment and Suspension [Executive Orders 12549 and 1268900].
 - f. Byrd Anti-Lobbying Amendment [31 U.S.C. 1352].
 - g. Clean Air and the Federal Water Pollutions Control Act (42 U.S.C. 7401-7671q. and 33 U.S.C. 121-1387).

G. Use of Facilities and Equipment

1. Agency shall make available without any cost or charge to the Vendor the areas of the premises agreeable to both parties in which the Vendor shall render its services.
2. Agency reserves the right, at its sole discretion to use its facilities to sell or dispense any food or beverage before or after the regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the child nutrition programs.
3. Agency shall return facilities and equipment to the Vendor in the same condition as received when the Agency uses the facilities for extracurricular activities
4. Vendor shall not use the Agency's facilities to produce food, meals, or services for other organizations without the approval of the Agency.
5. Vendor and Agency shall inventory Agency owned equipment/supplies at the beginning of the contract year.
6. Vendor shall maintain the inventory of expendable equipment necessary for the food service and at the inventory level as specified by the Agency.
7. Agency shall repair and service equipment and make any structural changes needed to comply with federal, State, and local laws, ordinances, rules, and regulations.
8. Vendor shall not remove food preparation and serving equipment owned by the Agency from the Agency's premises without prior approval.
9. Vendor shall provide a written notification to the Agency of any equipment belonging to the FSMC within ten days of its placement on Agency premises.
10. Agency shall not be responsible for loss or damage to equipment owned by the Vendor and located on the Agency premises.
11. Agency shall make available sanitary restroom facilities for Vendor employees.
12. Agency and MSDE shall have access, with or without notice to the Vendor, to all the Agency's facilities used by the Vendor for purposes of inspection, review and audit.
13. Vendor shall surrender to the Agency upon termination of the contract all equipment and furnishings in good repair and condition.

H. Licenses, Fees, Taxes

1. Vendor shall maintain all licenses, permits, and health certification required by federal, State, and local law. All employees having contact with participants must undergo a criminal background check. The Vendor is responsible for the fee associated with this background check.
2. Vendor shall have State or local health certification for any facility it proposes to prepare meals, and the Vendor shall maintain this health certification for the duration of the contract. If applicable, the transport of food prepared by the Vendor must also be certified by the appropriate health authorities.

I. Terms and Termination

1. Agency shall maintain a contract administration system to ensure the contract is performed in accordance with contract terms and specifications.
2. If the Vendor violates or breaches the terms of and conditions of this contract, the Agency shall give the Vendor written notice and an opportunity to cure the violation/breach. Should the Vendor fail to make reasonable progress to affect such cure, or correct the violation/breach, the Agency may assess the following penalties against the Vendor:
 - a. **First written notification**
Correction or reasonable progress to affect a cure must be within five operating days.
Failure to comply will result in loss of administrative fee for one day per site involved.
 - b. **Second written notification for the same violation**
Correction or reasonable progress to affect a cure must be within five operating days.

Failure to comply will result in loss of administrative fee for five days per site involved.

c. **Third written notification for the same violation**

Correction or reasonable progress to affect a cure must be within five operating days.

Failure to comply will result in loss of administrative fee for ten days per site involved.

3. This contract may be terminated for cause by either the Agency or Vendor with a 60-day notification.
4. If the contract is terminated for cause and for convenience by either party, it must include the manner by which it will be effected and the basis for settlement.
5. Vendor shall be subject to administrative, contractual, or legal remedies, sanctions, and penalties as applicable.

J. Recordkeeping

1. Vendor shall maintain such records as the Agency will need to meet monthly reporting responsibilities and the claim for reimbursement, financial, and other reports to the MSDE. The FSMC shall report claims information to the Agency promptly at the end of each month.
2. Vendor shall maintain such records the Agency requires to support claims for reimbursement and other records necessary to comply with federal and State laws and regulations and must report to the Agency promptly at the end of each month. Such records shall be available, for a period of three years from the date of receipt of final payment under the contract, for inspection and audit by representatives of the Agency, MSDE, USDA, and the General Accounting Office, at any reasonable time and place. If audit findings have not been resolved, the records must be retained beyond the three-year period as long as required for the resolution of the issue raised by the audit. All Vendor records pertaining to the Agency shall be maintained at the Agency while the contract is in effect.
3. Vendor shall not remove federally-required records upon contract termination.
4. Agency may review and audit Vendor records pertaining to the Agency's food service operation at any time during the period of the contract.
5. Vendor must submit all costs incurred pertaining to Agency food service within 30 days of the last day of each month or the final day of the program.

K. Revenue

1. Agency shall receive all revenue from the food service.
2. The food service revenue shall be used only for the Agency nonprofit food service.
3. The food service revenue shall flow through the Agency chart of accounts.
4. All goods, services, or monies received as the result of a rebate shall be credited to the nonprofit food service account.
5. If reimbursement is denied as a direct result of the failure of the Vendor to comply with the meal requirements of this contract, the Vendor shall assume responsibility of the amount denied.

L. Payment of Fees

1. Agency shall pay the Vendor the billable expenses within 30 days of submission of an invoice date for each monthly period of program operation.
2. Vendor shall receive no payment for meals that are spoiled or unwholesome at time of delivery, or services that do not meet the detailed specifications for a reimbursable meal in the meal pattern or do not otherwise meet the contract requirements.
3. Agency may withhold final payment upon termination of the contract until all federally-required records have been turned over to the Agency.
4. Agency will not pay interest on monthly invoice charges from the nonprofit food service account.

M. Emergency Closings

24-hour notification of a non-delivery must be established, during a forecasted weather event. If it is determined that delivery cannot be safely delivered Vendor must contact Agency Food Service Manager by email **and** by phone within a 24 hour period.

N. Indemnification

Vendor shall indemnify and save harmless the Agency against or from all costs, expenses, damages, injury or loss to which the Agency may be subjected by reason of any wrongdoing, misconduct, want of care, skill, negligence, or default in the execution or performance of this contract and shall save and keep harmless the Agency against and from all claims and losses to it from any causes whatsoever, in the matter of making, furnishing and delivering materials/services as called for in contract documents.

O. Quantities

The dollar values and/or quantities stated herein are provided as a general guide for bidding but are not guaranteed; they represent the best estimates of the Agency.

**PART III
PROPOSAL QUALIFICATIONS AND SUBMISSION**

A. Required Vendor Qualifications

1. Provide evidence of proposal guarantee and, if applicable, bonding requirements based on total proposal.
2. Provide evidence of current food service permit.
3. Provide a sample invoice for services rendered.
4. Provide evidence of current experience as a Vendor in schools, colleges/universities, child and adult care centers, hospitals, or commercial sector.
5. Provide a representative list of agencies and/or facilities with which you currently have a Vendor contract.
6. Provide a list of contracts that were lost in the past three years (maximum of five).
7. Submit copies of Vendor financial statements (audited or reviewed preferred) for the past two years with an income statement and balance sheet.
8. Submit all Parts of the RFP along with required documents.

B. Optional Proposal Qualifications

1. Agency may require potential Vendor to submit resumes of managers as part of the proposal qualifications.
2. Vendor may be required to submit a copy of procurement policies and procedures.

C. Award Criteria

Criteria	Weight
Presentation	<u>15</u> Points
Compatibility to kitchen model	<u>15</u> Points
Menu geared to student population	<u>20</u> Points
Delivery schedule	<u>5</u> Points
Menu flexibility	<u>15</u> Points
Price per meal	<u>30</u> Points
	100 Total

Resource A

School Breakfast Meal Pattern Requirements

Food components	Breakfast meal pattern		
	Grades K-5	Grades 6-8	Grades 9-12
	Amount of food ^a per week (minimum per day)		
Fruits (cups) ^{bc}	5 (1)	5 (1)	5 (1)
Vegetables (cups) ^{bc}	0	0	0
Dark green	0	0	0
Red/Orange	0	0	0
Beans and peas (legumes)	0	0	0
Starchy	0	0	0
Other	0	0	0
Grains (oz. eq.) ^d	7-10 (1)	8-10 (1)	9-10 (1)
Meats/Meat Alternates (oz eq) ^e	0	0	0
Fluid milk (cups) ^f	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week			
Min-max calories (kcal) ^g	350-500	400-550	450-600
Saturated fat (% of total calories) ^h	<10	<10	<10
Sodium (mg) ^{hi}	≤430	≤470	≤500
Trans fat ^h	Nutrition label or manufacturer specifications must indicate zero grams of <i>trans fat</i> per serving.		

^aFood items included in each group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

^bOne quarter cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^cSchools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or "Other vegetables" subgroups, as defined in §210.10(c)(2)(iii) of this chapter.

^dAll grains offered weekly must be whole grain-rich as specified in FNS guidance. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

^eThere is no meat/meat alternate requirement.

^fAll fluid milk must be low-fat (1 percent fat or less, unflavored) or fat-free (unflavored or flavored).

^gThe average daily calories for a 5-day school week menu must be within the range (at least the minimum and no more than the maximum values).

^hDiscretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, *trans fat*, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

ⁱFinal sodium targets (shown) must be met no later than July 1, 2022 (SY 2022-2023). The second intermediate target must be met no later than SY 2017-2018. See required intermediate specifications in §220.8(f)(3).

School Lunch Meal Pattern Requirements

Food components	Lunch meal pattern		
	Grades K-5	Grades 6-8	Grades 9-12
	Amount of food ^a per week (minimum per day)		
Fruits (cups) ^b	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) ^b	3¾ (¾)	3¾ (¾)	5 (1)
Dark green ^c	½	½	½
Red/Orange ^c	¾	¾	1¼
Beans and peas (legumes) ^c	½	½	½
Starchy ^c	½	½	½
Other ^{c,d}	½	½	¾
Additional Vegetables to Reach Total ^e	1	1	1½
Grains (oz eq) ^f	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ^g	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week			
Min-max calories (kcal) ^h	550-650	600-700	750-850
Saturated fat (% of total calories) ^h	<10	<10	<10
Sodium (mg) ^h	≤640	≤710	≤740
Trans fat ⁱ	Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving.		

^aFood items included in each group and subgroup and amount equivalents. Minimum creditable serving is ¼ cup.

^bOne quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^cLarger amounts of these vegetables may be served.

^dThis category consists of "Other vegetables" as defined in paragraph (c)(2)(iii)(E) of this section. For the purposes of the NSLP, the "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in paragraph (c)(2)(iii) of this section.

^eAny vegetable subgroup may be offered to meet the total weekly vegetable requirement.

^fAll grains offered weekly must be whole grain-rich.

^gAll fluid milk must be low-fat (1 percent fat or less, unflavored) or fat-free (unflavored or flavored).

^hThe average daily calories for a 5-day school week menu must be within the range (at least the minimum and no more than the maximum values). Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent are not allowed.

ⁱFinal sodium targets (shown) must be met no later than July 1, 2022 (SY 2022-2023). The second intermediate target must be met no later than SY 2017-2018. See required intermediate specifications in §210.10(f)(3).

Resource C

**Maryland and USDA
Professional Standards for School Nutrition Personnel**
Effective July 1, 2015, *Updated June 2019*

Annual Training Requirements by Position Category, from July 1- June 30th:

Position	Hours per Year
School Nutrition Program Directors (System-Level)	12 hours
Managers (School- Level)	10 hours
Staff (System and School-Level) working <i>at least</i> 20 hours/ week	6 hours
Staff (System and School-Level) working <i>less than</i> 20 hours/ week	4 hours

* Note: If hired on January 1 or later, an employee must only complete half of the above training hours.

USDA Employee Categories and Positions:

USDA Category	Examples of Positions Within This Category
School Nutrition Program Directors (System/Agency-Level Leaders)	<ul style="list-style-type: none"> • Food/Nutrition Services Director • Assistant Director, • Specialists (i.e., Dietitian, Chef), • Area/Regional Supervisors, • Coordinators
Managers (School/Site- Level Leaders)	<ul style="list-style-type: none"> • Kitchen/Site Managers • Assistant Managers
Staff (System or School-Level) working <i>at least</i> 20 hours/ week on average without managerial responsibilities	<ul style="list-style-type: none"> • Food Service Workers • Cooks • Line Servers • Cashiers • Administrative Staff working with claims, Meal Benefit Applications, etc. • Warehouse/Food Transport Staff • Floats • Substitutes • Temporary staff
Staff (System and School-Level) working <i>less than</i> 20 hours/ week on average without managerial responsibilities	

Appropriate Training Sources:

- Locally developed training: Consult with State Agency staff for assistance or resources
- Professional Associations: Maryland School Nutrition Association, School Nutrition Association, Academy of Nutrition & Dietetics, etc.
- State Agency: Office of School & Community Nutrition Programs: www.eatsmartmaryland.org
- Institute for Child Nutrition (ICN) (formerly NFSMI): www.theicn.org
- USDA Professional Standards: <http://professionalstandards.nal.usda.gov>
- Universities/Colleges
- University Extension Services

Hiring Standards for NEW School Nutrition Program Directors

Required Food Safety Training:

Food Safety Training: New Directors must have received at least 8 hours of training within the 5 years prior to hire, or within 30 days of start date.

Required Education and Experience:

Student Enrollment 10,000+: New Directors must meet at least one:

- Bachelor's degree, or equivalent educational experience, with academic major in specific areas.*
 - Bachelor's degree in any academic major, **and** a State-recognized certificate for school nutrition directors.
 - Bachelor's degree in any academic major **and** at least 5 years of experience in management of school nutrition programs.
- + At least 1 year of management experience, preferably in school nutrition, is strongly recommended
- + At least 3 credit hours at the university level in food service management plus at least 3 credit hours in nutritional sciences at the time of hire is strongly preferred.

Minimum Education Standards (Preferred): Master's degree, or willingness to work toward a Master's degree, preferred.

Student Enrollment 2,500-9,999: New Directors must meet at least one:

- Bachelor's degree, or equivalent educational experience, with academic major in specific areas.*
- Bachelor's degree, or equivalent educational experience, in any academic major, **and** a State-recognized certificate for school nutrition directors.
- Bachelor's degree in any academic major **and** at least 2 years of relevant experience in school nutrition programs.
- Associate's degree or equivalent educational experience, with academic major in specific areas,* **and** at least 2 years of relevant experience in school nutrition programs.

Minimum Education Standards (Preferred): Directors hired without a bachelor's degree are strongly encouraged to work

Student Enrollment less than 2,499: New Directors must meet at least one:

- Bachelor's degree, or equivalent educational experience, with academic major in specific areas*.
- Bachelor's degree, or equivalent educational experience, in any academic major, **and** a State-recognized certificate or at least one year of relevant experience in food service**.
- Associate's degree or equivalent educational experience, with academic major in specific areas,* **and** at least one year of relevant experience in food service**.
- High school diploma (or GED) **and** at least 3 years of relevant experience in food service.

Minimum Education Standards (Preferred): Directors hired without an associate's degree are strongly encouraged to work toward attaining an associate's degree upon hiring.

Student Enrollment less than 500: Candidates must meet the educational standards as listed for schools with fewer than 2,499 students.

* Specific majors/areas of concentration: food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field. **Documented relevant food service experience may be unpaid with Associates degree or higher.

APPENDIX A-1

SERVICES DESIRED

An important part of contracting for food service is deciding which services the Agency wants provided. The following is a brief description of the options that are available. Once the desired service has been determined, check the appropriate box.

Vendor

Delivered Meals Only

Vendor will provide all food supplies as per Agency specifications. The cost of the food will be a major part of the proposal price

PROGRAM MEAL TYPES

Check applicable meal types:	<u>Name of USDA Nutrition Program</u>
<input checked="" type="checkbox"/> Single Choice Reimbursable Breakfast:	<u>SBP</u>
<input checked="" type="checkbox"/> Single Choice Reimbursable Lunch:	<u>NSLP</u>
<input type="checkbox"/> Single Choice Reimbursable Supper:	_____
<input type="checkbox"/> Multi-Choice Reimbursable Breakfast:	_____
<input type="checkbox"/> Multi-Choice Reimbursable Lunch:	_____
<input type="checkbox"/> Multi-Choice Reimbursable Supper:	_____
<input checked="" type="checkbox"/> Afterschool/PM Snack:	<u>NSLP</u>
<input type="checkbox"/> Milk Only:	_____
<input type="checkbox"/> À la Carte (including catering):	_____
<input type="checkbox"/> Adult Meals:	_____
<input type="checkbox"/> Other (specify):	_____

APPENDIX A-3

SITE PROFILE

Site	Address	Grades	Enrollment	Type of Service ¹	Meal Service Times	Number of Service Days	Avg. Daily Participation	Program Name(s) ²
The Children's Guild PG Campus	5702 Sargent Rd Hyattsville, MD 20782	K-12	143	Prepared on Site Breakfast and Lunch	8:30am-12:30 pm	180	113	NSLP, SBP
The Children's Guild Brooklyn Campus	410 E Jeffery St Baltimore, MD 21225	6-12	64	Breakfast and Lunch Prepared on Site	8:30am-12:30pm	180	49	NSLP, SBP
Monarch Preschool Academy College Park	9601 Rhode Island Ave College Park MD 20740	Pre-K	70	Before care snack, Breakfast, Lunch, Afternoon snack Prepared on site	7:00am-4:00pm	253	20	NSLP, SBP

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¹ delivered bulk, delivered pre-plated, or prepared on site

² NSLP (National School Lunch Program), SBP (School Breakfast Program), CACFP (Child and Adult Care Food Program), SFSP (Summer Food Service Program)

APPENDIX A-4
(attach additional menu pages as necessary)

21- DAY MENU

Agency created menu / Vendor created menu

School Meals

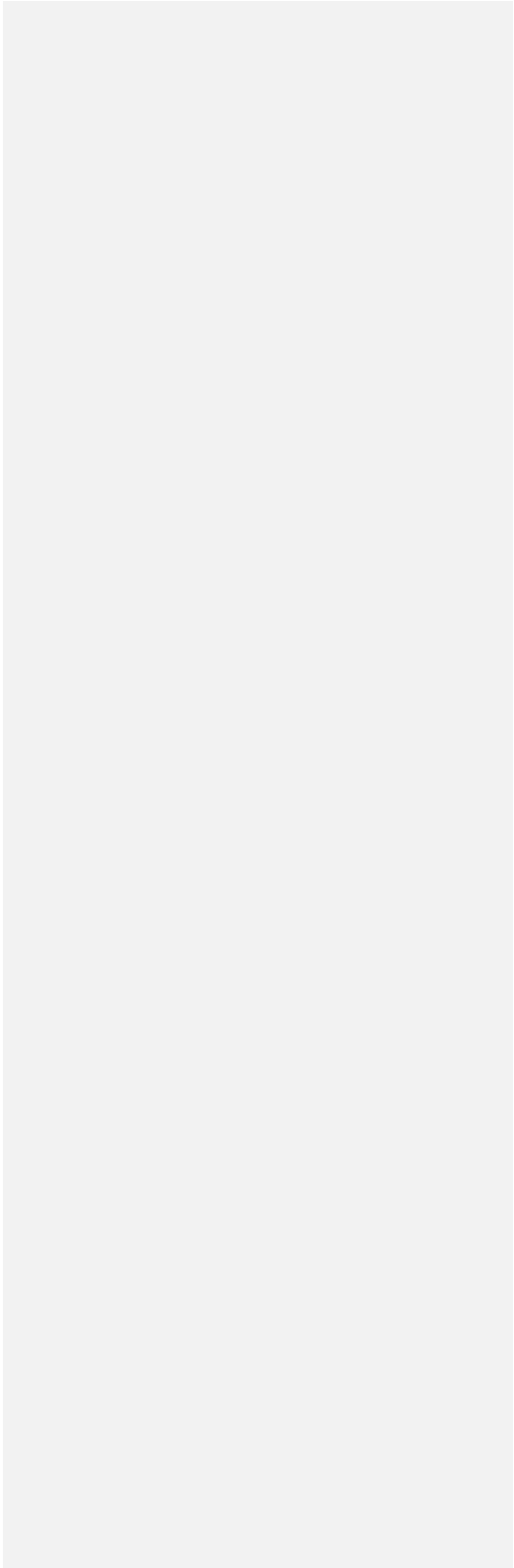
Breakfast Lunch

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21

PROPOSAL PER MEAL PRICES

- A. **Breakfast:**
 - School Meals \$_____ each

- B. **Lunch:**
 - School Meals \$_____ each



PROPOSAL GUARANTEE

In submitting this signed proposal, Vendor certifies the required proposal guarantee and/or proposal bond and performance bond are adequate to cover this proposal. It is the responsibility of Vendor to assure that bonds are submitted prior to the opening date. Failure to abide by this obligation will result in proposal rejection.

TOTAL DOLLAR AMOUNT OF PROPOSAL = \$ _____

PROPOSAL GUARANTEE = \$ _____

Vendor is responsible for ensuring the amount of the guarantee meets the amount specified in the contract.

AGREEMENT PAGE

By signing this contract agreement, I certify and affirm:

Uniform Administrative Requirements: To the best knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812).

Debarment, Suspension, Ineligibility, and Voluntary Exclusion: Neither the prospective lower tier participant* nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency. (*A lower tier participant is a sub provider or other participant in the contract, other than the state, that is not the prime provider.)

Lobbying: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing a Member of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan or modification of a Federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit the "Disclosure to Report Lobbying" in accordance with its instructions.

Non-Collusion: All bids or proposals have and will be independently arrived at without collusion with any other Vendor or with any competitor or potential competitor; will not be knowingly disclosed, prior to the opening of bids or proposals to any other Vendor, competitor, or potential competitor; no attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a proposal or to fix overhead, profit, or cost element of a proposal price, or to secure any advantage.

The Vendor further certifies that he/she shall operate in accordance with all applicable State and federal regulations and that all terms and conditions within the proposal solicitation shall be considered a part of the contract as incorporated therein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on ____ day of ____, 20____.

AGENCY: _____

VENDOR: _____

Authorized Signature _____

Authorized Signature _____

Title _____

Title _____

Date _____

Date _____

ATTEST: _____

ATTEST: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: ^{4c}	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.