

## **Notice of Invitation To Bid (IFB)**

The Woodbourne Center invites Food Service Management Companies (FSMCs) to submit sealed bids to provide food services for site(s) that participate in the U.S. Department of Agriculture (USDA) USDA School Breakfast Program and USDA National School Lunch Program. Specifications and proposals may be obtained at <https://www.nexus-yfs.org/sites/woodbourne/index> beginning on September 6, 2019 from 9:00 am until September 28 at 4:00 pm.

Sealed bids presented in duplicate will be received by the Woodbourne Center at 1301 Woodbourne Avenue, Baltimore, MD 21239 until September 28 at 4:00 pm for the contract period November 1, 2019 through October 31, 2020 of contract inclusive.

Sealed bids from those bidders meeting qualifications criteria will be opened on October 1 with award to be made on October 7, 2019. The agency reserves the right to check all outside references.

Agency reserves the right to accept or reject any or all bids and to waive any informality in bids received. All awards are made pending Maryland State Department of Education review for USDA regulatory compliance.

**Invitation For Bid**  
**Food Service Management Company**

For:  
USDA School Breakfast Program  
USDA National School Lunch Program including Afterschool Snacks  
Non-USDA Meals

Issued by:  
*Woodbourne Center, Inc.*  
*1301 Woodbourne Avenue*  
*Baltimore, MD 21239*  
*410-433-1000*

## TABLE OF CONTENTS

<b>PART I – GENERAL INFORMATION</b>	<b>Page</b>
A. Intent	1
B. Bid Submission and Award	1
C. Incurred Cost	2
D. Subcontracts	2
E. Contract Terms	2
F. Pre-Bid Meeting Questions	2
G. Late Bids	2
H. Guarantee	2
I. Nonperformance and Excess Costs	2
J. Health Department Certification	2
K. Non-Payment for Spoilage	2
L. Gifts from FSMC	3
M. Advisory Board	3
N. 21-Day Menu	3
O. Selection of Manager	3
P. Code of Conduct	3
Q. Nonprogram Revenue – School Meals ONLY	3
R. Management Fee	3
S. Economic Price Adjustment and Price Renegotiation	4
<b>PART II – CONTRACT SCOPE</b>	
A. General Requirements	5
B. Responsibilities of the Agency	5
C. Responsibilities of the FSMC	6
D. USDA Foods	6
E. Purchases	7
F. Sanitation	7
G. Uniform Administrative Requirements, Cost Principles and Audit	8
H. Use of Facilities and Equipment	8
I. Insurance	9
J. License, Fees, Taxes	9
K. Terms and Termination	9
L. Recordkeeping	9
M. Revenue	10
N. Payment of Fees	10
O. Management Fee	10
P. Emergency Closings	10
Q. Indemnification	10
R. Quantities	10

## TABLE OF CONTENTS

<b>PART III – BID QUALIFICATIONS</b>	
A. Required FSMC Qualifications	11
B. Optional FSMC Qualifications	11
<b>RESOURCES</b>	
A. School Breakfast Meal Pattern Requirements	12
B. School Lunch Meal Pattern Requirements	13
C. School Afterschool Snack Meal Pattern Requirements	14
D. School Meals Professional Standards	15
<b>APPENDICES</b>	
<b>A. Food Service Management Company</b>	
A-1. Services Desired	17
A-2. Types of Program Meals Desired	18
A-3. Site Profile	19
A-4. 21-Day Menu	20
A-5. Bid Per Meal Prices	21
A-6. Bid Guarantee Information	22
A-7. Agreement Page	23
A-8. Disclosure of Lobbying Activities	24

**PART I**  
**GENERAL INFORMATION**

**A. Intent**

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

**B. Bid Submission and Award**

1. Sealed bids on the forms provided and accompanying documents **must** be submitted to Tony Wilson, Executive Director, by 4:00 pm on September 28, 2019 at 1301 Woodbourne Avenue, Baltimore, MD 21239.
2. Agency reserves the right to reject any or all bids, if deemed to be in the best interest of the Agency.
3. To be considered, each FSMC must submit a **complete** response to the Invitation For Bid (IFB). No other distribution of a bid is to be made by the FSMC. **FSMCs must complete, sign, and submit Parts I, II, III, and all applicable Resources and Appendices.**
4. Award shall be made to the responsive and responsible FSMC whose bid is most advantageous to the Agency. A responsible FSMC is one who's financial, technical, and other resources indicate an ability to perform as required by this solicitation.
5. Bids tendered by mail should be addressed to Tony Wilson, Executive Director, with the exterior of the envelope plainly marked, "**Food Service Bid**" Allow enough time for delivery to meet the due date.
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 will be rejected.
7. FSMC is expected to be fully informed of the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the FSMC's own risk and FSMC cannot secure relief on the plea of error. If the FSMC desires to personally examine/visit the job site(s) to relate the existing conditions to the bid document requirements, contact: Tony Wilson, 410-433-1000, extension 70110 or twilson@woodbourne.org.
8. FSMC will comply with the following nondiscrimination statements:

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](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](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

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 bid of the Agency’s selected Vendor/Food Service Management Company (FSMC) must be reviewed by the Maryland State Department of Education (MSDE) prior to final execution of the contract.**

10. Any bid 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 FSMC prior to the signing of the contract by all parties.

**D. Subcontracts**

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

**E. Contract Terms**

The initial contract period shall be for a period of one year beginning on or about November 1, 2019 and ending October 31, 2020 with the option of up to four one-year renewals by mutual written agreement between the Agency and the FSMC. Each contract renewal must be reviewed by MSDE prior to execution.

**F. Pre-Bid Meeting/Questions**

Pre-bid meeting is **not** scheduled. Questions regarding this IFB must be submitted in writing to the agency not later than five calendar days after the issuance of the IFB. Written answers to questions that change or substantially clarify the IFB will be provided to all prospective FSMCs.

**G. Late Bids**

Any bid received after the due time and date specified for receipt will not be considered.

**H. Guarantee**

Submit a guarantee equivalent to five percent of the total bid price which must consist of a firm commitment such as a certified check, or other negotiable instrument accompanying a bid as assurance the FSMC 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 FSMCs as soon as practicable after the opening of bids; and (b) to the successful FSMC upon full execution of the contractual documents.

**I. Nonperformance and Excess Costs**

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

FSMC 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 FSMC**

Agency's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from any FSMC. 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 FSMC or their agents.

**M. Advisory Board**

FSMC 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. 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.

**O. Selection of Manager**

Agency reserves the right to interview and approve the FSMC 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 – School Meals ONLY**

1. 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 FSMC 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.
  - a. 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 FSMC for the purpose of calculating nonprogram food costs and program revenues.

**R. Management Fee**

1. Fixed price contract
  - a. No management fee increase may be implemented prior to review of FSMC'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

1. 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 FSMC 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, School Breakfast Program, and Donation of Foods for Use in the United States Program (USDA Foods).
3. The FSMC shall have the exclusive right to the food service program at the site(s) specified in the Appendices.
4. The Agency and the FSMC will operate in accordance with program regulations specified in 7 CFR Parts 210, 220, 245, 250 and 2 CFR Part 200.
5. FSMC 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 FSMC maintain the vending. Revenues must accrue to the Agency.
7. FSMC shall be independent and not an employee of the Agency. The employees of the FSMC are not employees of the Agency.
8. FSMC 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 FSMC.
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 FSMC 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 FSMC.
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 FSMC 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 be responsible for the USDA Foods processing fees incurred if the FSMC declares bankruptcy.
16. Agency shall ensure that the FSMC fully discloses all discounts, rebates, allowances, and incentives received by the FSMC from its suppliers. If the FSMC receives a discount, rebate, allowance, or incentive from any supplier, the FSMC 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.
17. Agency will provide the FSMC a list of approved sites with projected number of meals for each site and will notify FSMC of site operational changes within a mutually agreed upon time frame.

**C. Responsibilities of the FSMC**

1. FSMC 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 FSMC and Agency.
2. FSMC shall provide free and reduced-price meals to those children designated by the Agency.
3. FSMC shall implement the collection procedures specified by the Agency and approved by MSDE.
4. FSMC shall implement the Offer versus Serve option at sites specified by the Agency.
5. FSMC 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 – C.
  - b. FSMC 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. FSMC shall cooperate with the Agency in promoting nutrition education and coordinating the Agency's food service with classroom instruction.
7. FSMC shall use the Agency facilities for the preparation of food to be served at the Agency or at an FSMC-operated facility that meets all Health Department requirements and the terms of this contract.
8. Disposable dishware items shall not be utilized by the FSMC except on emergency or non-routine basis.
9. If the FSMC includes food delivery as part of their food services, they shall be responsible for providing meals already heated if the meal is intended to be hot and are responsible for clean-up of all dishware.
8. FSMC 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. FSMC shall deposit daily all monies in the Agency account.
10. FSMC shall comply with all local and State sanitation standards.
11. FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to, USDA Foods.
12. FSMC shall comply with Federal and state standards and policies relating to energy efficiency.
13. FSMC shall fully disclose to the Agency all discounts, rebates, allowances, and incentives received from its suppliers. If the FSMC receives a discount, rebate, allowance, or incentive from any supplier, the FSMC 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.

#### **D. USDA Foods**

1. Any USDA Foods received shall accrue only to the benefit of the food service program and remain the sole property of the Agency to which they were assigned. If the FSMC is to purchase food as part of the bid price, the Agency shall receive credit based on the value stated in the WBSCM Value of Commodities Received Report or Entitlement/Bonus Detail Report.
2. FSMC shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service subject to approval of the Agency. The Agency or FSMC must order USDA Foods in quantities sufficient to receive and credit the Agency for USDA Foods totaling at least **50%** of the Agency's annual USDA Foods entitlement. The Agency's USDA Foods entitlement for the current school year is \$4,800.
3. The recipient agency may permit crediting for the value of USDA Foods through invoice reductions, refunds, discounts, or other means. However, all forms of crediting must provide clear documentation of the value received from USDA Food, e.g., by separate line item entries on invoices.
  - a. **Fixed-price contract:** recipient agency may permit a FSMC to pre-credit for USDA Foods. In pre-crediting, a deduction for the value of USDA Foods is included in the established fixed price per meal. However, the recipient agency must ensure that the FSMC provides an additional credit for any USDA Foods not accounted for in the fixed price per meal—e.g., for USDA Foods that are not made available until later in the year.
  - c. In all cases, the recipient agency must require crediting to be performed not less frequently than annually, and must ensure that the specified method of valuation of USDA Foods permits crediting to be achieved in the required time period. An Agency must also ensure that the method, and timing of crediting does not cause cash resources to exceed the limits (three months' average expenditures) established in 7 CFR Part 210.

4. FSMC shall complete required annual USDA Foods site review
5. The following statements apply to **both fixed-price and cost reimbursable** contracts.
  - a. FSMC must credit the Agency for the value of all USDA Foods received for use in the Agency's meal service in the school year or fiscal year. This must include both entitlement and bonus foods and include the value of USDA Foods contained in processed end products in accordance with 7 CFR Part 250.
  - b. FSMC will credit the Agency not less frequently than annually. The method used will be in accordance with 7 CFR Part 250 or the FSMC will use the actual value of USDA Foods.
  - c. Any activities relating to USDA Foods that the FSMC will be responsible for must be in accordance with the applicable requirements in 7 CFR Part 250.
  - d. FSMC will use all USDA Foods ground beef and ground pork products and all processed end products in the Agency's food service. Additionally, the FSMC will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than USDA Foods, in the Agency's food service.
  - e. FSMC agrees that the procurement of processed end products on behalf of the Agency will ensure compliance with the requirements of 7 CFR Part 250 and with provisions of distributing or Agency processing agreements, and will ensure crediting of the Agency for the value of USDA Foods contained in such end products at the processing agreement value.
  - f. FSMC will not enter into a processing agreement with the processor.
  - g. FSMC will comply with storage and inventory requirements for USDA Foods.
  - h. USDA Foods may not be transferred to another Agency without permission from MSDE.
  - i. FSMC understands that onsite reviews of the FSMC food service operation may be done by the distributing agency, subdistributing agency, recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives. The onsite reviews include a review of records to ensure compliance with requirements for the management and use of USDA Foods.
  - j. FSMC will maintain records to document its compliance with requirements relating to USDA Foods in accordance with 7 CFR Part 250.
  - k. Extensions or renewals of this contract are contingent upon the fulfillment of all contract provisions relating to USDA Foods.
6. The use of USDA Foods or processed end products containing USDA Foods for special functions is prohibited.

**E. Purchases**

1. Agency shall retain title of all purchased food and nonfood items.
2. FSMC 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 FSMC normally does not do business.
5. **Buy American:** FSMC must comply with the Buy American provision in accordance with 7 CFR 210.21(d) including the need and/or requirement for documentation that:
  - a. requests consideration on the use of alternative foods before approving an exception.
  - b. the use of a non-domestic food exception when competition reveals the cost of domestic is significantly higher than non-domestic food.
  - c. the use of a non-domestic alternative food due to the domestic food not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.
6. Agency may request that the FSMC 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.

**F. Sanitation**

1. FSMC shall place trash containers in areas specified by the Agency.
2. Agency shall remove all trash from the designated areas on a regularly scheduled basis.
3. FSMC shall clean the kitchen area, including but not limited to sinks, counters, grease traps, tables, chairs, flatware, and utensils.
4. FSMC 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.
5. Agency shall clean ducts and hoods above the filter line.

6. Agency shall provide extermination services as needed.
7. Agency shall clean the dining/cafeteria area, including tables and chairs, walls, floors, and window coverings

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

1. FSMC 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).

**H. Use of Facilities and Equipment**

1. Agency shall make available without any cost or charge to the FSMC the areas of the premises agreeable to both parties in which the FSMC 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 FSMC in the same condition as received when the Agency uses the facilities for extracurricular activities
4. Agency shall, at its expense, provide the FSMC with suitable kitchen equipment and food service space (including adequate sanitary toilet facilities) with such heat, refrigeration and utilities service as may be reasonably required for the efficient performance of this Contract.
5. Agency shall furnish building maintenance services for the premises and shall make all equipment repairs and replacement, and shall be responsible for compliance with all related Federal, State and local regulations.
6. FSMC will be responsible for the cost of repair or replacement of Agency equipment damaged or destroyed by FSMC through its own negligence.
7. FSMC shall not use the Agency's facilities to produce food, meals, or services for other organizations without the approval of the Agency.
8. FSMC and the Agency shall inventory the equipment and supplies owned by the Agency at the beginning of the contract year.
9. FSMC shall maintain the inventory of expendable equipment necessary for the food service and at the inventory level as specified by the Agency.
10. Agency shall repair and service equipment and make any structural changes needed to comply with federal, State, and local laws, ordinances, rules, and regulations.
11. Agency shall be legally responsible for any losses of USDA Foods which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
12. FSMC shall not remove food preparation and serving equipment owned by the Agency from the Agency's premises without prior approval.
13. FSMC shall provide a written notification to the Agency of any equipment belonging to the FSMC within ten days of its placement on Agency premises.
14. Agency shall not be responsible for loss or damage to equipment owned by the FSMC and located on the Agency premises.
15. Agency shall make available sanitary restroom facilities for FSMC employees.
16. Agency and MSDE shall have access, with or without notice to the FSMC, to all of the Agency's facilities used by the FSMC for purposes of inspection, review and audit.
17. FSMC shall surrender to the Agency upon termination of the contract all equipment and furnishings in good repair and condition.

**I. Insurance**

1. FSMC shall, at its own cost, procure and maintain in full force and effect during the term of this contract insurance policies in compliance with the minimum requirements of state law, with companies authorized to do business in the state of Maryland, and as follows:
  - a. Comprehensive General Liability - \$1,000,000 Combined Single Limit includes coverage for:
    - i. Premises - Operations.
    - ii. Products - Completed Operations.

- iii. Contractual Insurance.
- iv. Broad Form Property Damage.
- v. Independent Contractors.
- vi. Personal Injury.
- b. Automobile Liability, if applicable to the delivery of services under this Contract: \$ 100,000 Combined Single Unit.
- c. Workers Compensation-Statutory; Employer's Liability: as prescribed by the State of Maryland.
- d. A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of contract execution.
- e. FSMC will name Client as additional insured on General Liability and Automobile (if applicable) policies.

**J. Licenses, Fees, Taxes**

- 1. FSMC 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 FSMC is responsible for the fee associated with this background check.
- 2. FSMC shall have State or local health certification for any facility it proposes to prepare meals, and the FSMC shall maintain this health certification for the duration of the contract. If applicable, the transport of food prepared by the FSMC must also be certified by the appropriate health authorities.

**K. 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 FSMC violates or breaches the terms of and conditions of this contract, the Agency shall give the FSMC written notice and an opportunity to cure the violation/breach. Should the FSMC fail to make reasonable progress to affect such cure, or correct the violation/breach, the Agency may assess the following penalties against the FSMC:

**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.

**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.

**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 FSMC 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. FSMC shall be subject to administrative, contractual, or legal remedies, sanctions, and penalties as applicable.

**L. Recordkeeping**

- 1. FSMC 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. FSMC 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 FSMC records pertaining to the Agency shall be maintained at the Agency while the contract is in effect.

3. FSMC shall not remove federally-required records upon contract termination.
4. Agency may review and audit FSMC records pertaining to the Agency's food service operation at any time during the period of the contract.
5. FSMC 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.

**M. 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 FSMC to comply with the meal requirements of this contract, the FSMC shall assume responsibility of the amount denied.

**N. Payment of Fees**

1. Agency shall pay the FSMC the billable expenses within 30 days of submission of an invoice date for each monthly period of program operation.
2. FSMC 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. FSMC must credit the current market value of all USDA Foods to the Agency if the bid price includes food cost.
4. Agency may withhold final payment upon termination of the contract until all federally-required records have been turned over to the Agency.
5. Agency will not pay interest on monthly invoice charges from the nonprofit food service account.

**O. Management Fee**

1. See Appendix B-6 for description of items that must be included in the management fee and may not be charged in any other expense.
2. Agency has the right to disqualify a proposal if any of the included expenses are not charged to the management fee.

**P. Emergencies and Closings**

1. Agency will establish procedures on a site by site basis for working with the FSMC when there is a snow emergency, change in site schedule, field trips, unexpected closings or other events known to Agency that may affect participation in the meal program.
2. FSMC shall ensure there is a three-day supply of food on the premises in case of emergencies.

**Q. Indemnification**

FSMC 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.

**R. 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**  
**BID QUALIFICATIONS AND SUBMISSION**

**A. Required FSMC Qualifications**

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

**B. Optional Bid Qualifications**

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

## School Breakfast Meal Pattern Requirements

Food components	Breakfast meal pattern		
	Grades K-5	Grades 6-8	Grades 9-12
	Amount of food <sup>a</sup> per week (minimum per day)		
Fruits (cups) <sup>b c</sup>	5 (1)	5 (1)	5 (1)
Vegetables (cups) <sup>c</sup>	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) <sup>d</sup>	7-10 (1)	8-10 (1)	9-10 (1)
Meats/Meat Alternates (oz eq) <sup>e</sup>	0	0	0
Fluid milk <sup>f</sup> (cups)	5 (1)	5 (1)	5 (1)
<b>Other Specifications: Daily Amount Based on the Average for a 5-Day Week</b>			
Min-max calories (kcal) <sup>g h</sup>	350-500	400-550	450-600
Saturated fat (% of total calories) <sup>h</sup>	<10	<10	<10
Sodium Target 1 (mg) <sup>h i</sup>	≤540	≤600	≤640
<i>Trans fat</i> <sup>h j</sup>	Nutrition label or manufacturer specifications must indicate zero grams of <i>trans fat</i> per serving.		

<sup>a</sup>Food items included in each group and subgroup and amount equivalents. Minimum creditable serving is  $\frac{1}{8}$  cup.

<sup>b</sup>One quarter cup of dried fruit counts as  $\frac{1}{2}$  cup of fruit; 1 cup of leafy greens counts as  $\frac{1}{2}$  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.

<sup>c</sup>Schools 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.

<sup>d</sup>All grains must be whole-grain-rich. Exemptions are allowed as specified in paragraph (c)(2)(iv)(B) of this section. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

<sup>e</sup>There is no meat/meat alternate requirement.

<sup>f</sup>All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be unflavored or flavored as specified in paragraph (d) of this section.

<sup>g</sup>The average daily calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).

<sup>h</sup>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 milk fat are not allowed.

<sup>i</sup>Sodium Target 1 (shown) is effective from July 1, 2014 (SY 2014-2015) through June 30, 2019 (SY 2018-2019). For sodium targets due to take effect beyond SY 2018-2019, see paragraph (f)(3) of this section.

<sup>j</sup>Food products and ingredients must contain zero grams of *trans fat* (less than 0.5 grams) per serving.



## School Lunch Meal Pattern Requirements

Food components	Lunch meal pattern		
	Grades K-5	Grades 6-8	Grades 9-12
	Amount of food <sup>a</sup> per week (minimum per day)		
Fruits (cups) <sup>b</sup>	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) <sup>b</sup>	3¾ (¾)	3¾ (¾)	5 (1)
Dark green <sup>c</sup>	½	½	½
Red/Orange <sup>c</sup>	¾	¾	1¼
Beans and peas (legumes) <sup>c</sup>	½	½	½
Starchy <sup>c</sup>	½	½	½
Other <sup>cd</sup>	½	½	¾
Additional Vegetables to Reach Total <sup>e</sup>	<sup>e</sup> 1	<sup>e</sup> 1	<sup>e</sup> 1½
Grains (oz eq) <sup>f</sup>	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) <sup>g</sup>	5 (1)	5 (1)	5 (1)
<b>Other Specifications: Daily Amount Based on the Average for a 5-Day Week</b>			
Min-max calories (kcal) <sup>h</sup>	550-650	600-700	750-850
Saturated fat (% of total calories) <sup>h</sup>	<10	<10	<10
Sodium Target 1 (mg) <sup>e</sup>	≤1,230	≤1,360	≤1,420
Trans fat <sup>hij</sup>	Nutrition label or manufacturer specifications must indicate zero grams of <i>trans</i> fat per serving.		

<sup>a</sup>Food items included in each group and subgroup and amount equivalents. Minimum creditable serving is ½ cup.

<sup>b</sup>One 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.

<sup>c</sup>Larger amounts of these vegetables may be served.

<sup>d</sup>This 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.

<sup>e</sup>Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

<sup>f</sup>All grains must be whole grain-rich. Exemptions are allowed as specified in paragraph (c)(2)(iv)(B) of this section.

<sup>g</sup>All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be unflavored or flavored as specified in paragraph (d)(1)(i) of this section.

<sup>h</sup>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.

<sup>i</sup>Sodium Target 1 (shown) is effective from July 1, 2014 (SY 2014-2015) through June 30, 2019 (SY 2018-2019). For sodium targets due to take effect beyond SY 2018-2019, see paragraph (f)(3) of this section.

<sup>j</sup>Food products and ingredients must contain zero grams of *trans* fat (less than 0.5 grams) per serving.

**NSLP Afterschool Snack Meal Pattern Requirements  
Grades K -12**

**School AFTERSCHOOL SNACK Meal Patterns<sup>1</sup>**

<b>COMPONENTS</b> (Select two different components from the four listed)	<b>Grades</b> <b>K-12<sup>2</sup></b>
<b>FLUID MILK</b>	8 fl. oz. or 1 cup
<b>VEGETABLES and FRUITS</b> Vegetable(s) and/or fruit(s) or Full-strength fruit or vegetable juice <sup>3</sup>	3/4 cup
<b>GRAINS<sup>4,5</sup></b> Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold cereal <sup>6</sup> or Hot cooked cereal or Pasta, noodles or Rice, bulger, grits, etc.	1 slice 1 serving 3/4 cup or 1 oz. 1/2 cup 1/2 cup 1/2 cup
<b>MEAT and MEAT ALTERNATES</b> Lean meat, poultry, or fish <sup>7</sup> or Alternate protein products <sup>8</sup> Cheese or Eggs or Cooked dry beans or peas or Peanut butter or other nut or seed butters or Peanuts, soy nuts, tree nuts or seeds or Yogurt <sup>9</sup>	1 oz. 1 oz. eq. 1 oz. 1/2 large egg 1/4 cup 2 Tbsp. 1 oz. 4 oz. or 1/2 cup

1. Afterschool snacks served to children Pre-K and younger must follow CACFP meal patterns.
2. USDA *recommends* that schools offer larger portions for older children (ages 13-18) based on their greater food energy requirements.
3. Juice may not be served when milk is served as the only other component.
4. Bread, pasta or noodle products, and cereal grains must be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc., must be made with whole-grain or enriched meal or flour; cereal must be whole-grain or enriched or fortified.
5. Up to one grain serving per day may be a grain-based dessert.
6. Either volume (cup) or weight (ounce), whichever is less.
7. Edible portion, as served.
8. Alternate protein products must meet requirements in Appendix A of 7 CFR Part 210.
9. Yogurt may be plain or flavored, unsweetened, or sweetened – commercially prepared.
10. Enriched macaroni with fortified protein may be used as a meat alternate or as a grains/breads item, but not as both in the same meal.

**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 30<sup>th</sup>:**

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
<b>School Nutrition Program Directors</b> (System/Agency-Level Leaders)	<ul style="list-style-type: none"> <li>• Food/Nutrition Services Director</li> <li>• Assistant Director,</li> <li>• Specialists (i.e. Dietitian, Chef),</li> <li>• Area/Regional Supervisors,</li> <li>• Coordinators</li> </ul>
<b>Managers</b> (School/Site- Level Leaders)	<ul style="list-style-type: none"> <li>• Kitchen/Site Managers</li> <li>• Assistant Managers</li> </ul>
<b>Staff</b> (System or School-Level) working <i>at least</i> 20 hours/ week on average without managerial responsibilities	<ul style="list-style-type: none"> <li>• Food Service Workers</li> <li>• Cooks</li> <li>• Line Servers</li> <li>• Cashiers</li> <li>• Administrative Staff working with claims, Meal Benefit Applications, etc.</li> <li>• Warehouse/Food Transport Staff</li> <li>• Floats</li> <li>• Substitutes</li> </ul>
<b>Staff</b> (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](http://www.eatsmartmaryland.org)
- Institute for Child Nutrition (ICN) (formerly NFSMI): [www.theicn.org](http://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

#### 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.

#### 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.

**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.

**SERVICES DESIRED****FSMC**

- Meals Only**  
FSMC will provide all food supplies as per Agency specifications. The cost of the food will be a major part of the bid price
- Management, Labor, and Food**  
FSMC will provide manager(s), food service employees, and all food supplies as per Agency specifications. The cost of manager(s), food service employees, and food supplies will be the major part of the bid price. Periodic price comparison should be made between FSMC food prices and local market.
- Food and Labor**  
FSMC will provide all food supplies and food service personnel as per Agency specifications. The cost of the food and food service personnel will be a major part of the bid price.
- Management and Food**  
FSMC will provide manager(s) and all food supplies as per Agency specifications. The cost of the manager and food will be a major part of the bid price.
- Management and Labor**  
FSMC will provide manager(s) as above and will also provide necessary food service employees. The cost of manager(s) and food service employees will be the major part of the bid price.
- Management**  
FSMC will provide manager(s) to oversee the total operation of Agency's food service. Responsibilities will include planning menus to comply with desired Agency program, scheduling Agency employees, ordering food, and training employees. The cost of these services will be a major part of the bid price. Manager shall follow proper purchasing practices.

**TYPES OF PROGRAM MEALS DESIRED**

<b><u>Check appropriate boxes:</u></b>	<b><u>Name of Nutrition Program</u></b>
<input checked="" type="checkbox"/> Single Choice Reimbursable Breakfasts:	USDA School Breakfast Program
<input checked="" type="checkbox"/> Single Choice Reimbursable Lunches:	USDA National School Lunch Program
<input type="checkbox"/> Single Choice Reimbursable Suppers:	
<input type="checkbox"/> Multi-Choice Reimbursable Breakfasts:	
<input type="checkbox"/> Multi-Choice Reimbursable Lunches:	
<input type="checkbox"/> Multi-Choice Reimbursable Suppers:	
<input checked="" type="checkbox"/> Afterschool/PM Snacks:	USDA National School Lunch Program
<input type="checkbox"/> Milk Only	
<input checked="" type="checkbox"/> Catering	Non-USDA
<input type="checkbox"/> Adult Meals	
<input checked="" type="checkbox"/> Other (specify):	Non-USDA dinner

SITE PROFILE

Site	Address	Age/Grades	Enrollment	Type of Service <sup>1</sup>	Meal Service Times	Number of Service Days	Avg. Daily Participation	Program Name(s) <sup>2</sup>
Woodbourne Center	1301 Woodbourne Avenue, Baltimore, MD 21239	12 – 18, Middle and High School	43	Prepared on site	7:30a – 8:30a 11:30a – 12:30p	365	43	NSLP, SBP
Woodbourne Center	1301 Woodbourne Avenue, Baltimore, MD 21239	12 – 18	43	Prepared on site	5:00 – 6:00p	365	43	Non-USDA dinners
Woodbourne Center	1301 Woodbourne Avenue, Baltimore, MD 21239	12 – 18	43	Prepared on site	3:30p	365	43	NSLP – Afterschool Snack

<sup>1</sup> delivered bulk, delivered pre-plated, prepared on site

<sup>2</sup> NSLP (National School Lunch Program), SBP (School Breakfast Program)

**APPENDIX A-4**  
**(attached additional menu pages as necessary)**

**21- DAY MENU**

Agency created menu /  FSMC created menu

School Meals

Age range: 12 -18

USDA School Breakfast    USDA School Lunch  
 USDA Afterschool Snack  
 Non-USDA Dinner

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



**BID PER MEAL PRICES**

A. **Breakfast:**

School Meals      \$\_\_\_\_\_ each

B. **Lunch:**

School Meals      \$\_\_\_\_\_ each

C. **Snack:**

School Meals      \$\_\_\_\_\_

D. **Dinner**

Woodbourne Non-USDA      \$\_\_\_\_\_ each

**BID GUARANTEE INFORMATION**

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

TOTAL DOLLAR AMOUNT OF BID = \$

BID GUARANTEE = \$

**FSMC is responsible for ensuring the amount of the guarantee and/or bond coverage 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 an federal department or agency. (\*A lower tier participant is a subprovider 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 FSMC or with any competitor or potential competitor; will not be knowingly disclosed, prior to the opening of bids or proposals to any other FSMC, 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 bid or to fix overhead, profit, or cost element of a bid price, or to secure any advantage.

The FSMC further certifies that he/she shall operate in accordance with all applicable State and federal regulations and that all terms and conditions within the bid 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: \_\_\_\_\_  
Authorized Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

FSMC: \_\_\_\_\_  
Authorized Signature \_\_\_\_\_  
Title \_\_\_\_\_  
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.)

<b>1. Type of Federal Action:</b> <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	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i>  <b>Congressional District, if known:</b> <sup>4c</sup>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable:</i> _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> 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: _____	
<b>Federal Use Only:</b>		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.