



**Request for Proposals
Food Service Management Company**

For:
Summer Food Service Program

Issued by:
*Family League of Baltimore
2305 North Charles Street, Suite 200
Baltimore, MD 21218
410.662.5500*

***Proposals Due:
April 25, 2018
5:00 PM***

TABLE OF CONTENTS

PART I – GENERAL INFORMATION		Page
A. Intent		1
B. Proposal Submission		1
C. Incurred Cost		2
D. Subcontracts		2
E. Contract Terms		2
F. Pre-Proposal Meeting Questions		2
G. Late Bids/Proposals		2
H. Bond Requirements		2
I. Nonperformance and Excess Costs		2
J. Health Department Certification		3
K. Non-Payment for Spoilage		3
L. Gifts from FSMC		3
M. 21-Day Menu		3
N. Selection of Manager		3
O. Code of Conduct		3
P. Economic Price Adjustment and Price Renegotiation		3
PART II – CONTRACT SCOPE		
A. General Requirements		4
B. Responsibilities of the Agency		4
C. Responsibilities of the FSMC		4
D. Purchases		5
E. Sanitation		5
F. Uniform Administrative Requirements, Cost Principles and Audit Requirements		5
G. Use of Facilities and Equipment		5
H. License, Fees, Taxes		5
I. Terms and Termination		5
J. Recordkeeping		6
K. Revenue		6
L. Payment of Fees		6
M. Emergency Closings		7
N. Indemnification		7
O. Quantities		7
P. Additional Specifications and Expectations of FSMC		7
PART III – PROPOSAL QUALIFICATIONS		
A. Required FSMC Qualifications		9
B. Award Criteria		11
RESOURCE		
E. Summer Food Service Program Meal Pattern Requirements		12

APPENDICES	
A. Complete for Vendor/Caterer – Meals Only <u>and</u> Food Service Management Company	
A-1. Services Desired	13
A-2. Types of Program Meals Desired	14
A-3. Service Area	15
A-4. 21-Day Menu	16
A-5. Proposal Per Meal Prices	17
A-6. Agreement Page	18
A-7. Disclosure of Lobbying Activities	19
A-8. Bond Information	21
ATTACHMENTS	
Attachment 1: FSMC Contract List	22
Attachment 2: Farm Origin Template	23

**PART I
GENERAL INFORMATION**

A. Intent

This solicitation is for entering into a fixed price per meal contract for providing food services for Family League of Baltimore, 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 arrangements.

B. Proposal Submission

1. The forms provided and accompanying documents **must** be submitted to:

Mr. Demaune Millard, President & CEO
Family League of Baltimore
2305 N. Charles Street, Suite 200
Baltimore, MD 21218

Applicants may submit a proposal for service area 1 detailed in Appendix A-3. **Proposals and accompanying documents must be submitted by mail or hand-delivered by 5:00 PM on April 25, 2018.**

2. The 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 Applicant must submit a **complete** response to the Request for Proposals (RFP). No other distribution of a proposal is to be made by the Applicant. **Applicant must complete, sign, and submit Parts I, II, III, and all applicable Resources and Appendices.**
4. Award shall be made to the responsible Applicants whose proposal is most advantageous to the Agency. A responsible Applicant is one who's financial, technical, and other resources indicate an ability to perform as required by this solicitation.
5. If more than one proposal is offered by any one party, by or in the name of a clerk, partner or other assistant or employee all such bids will be rejected.
6. Applicants are expected to be fully informed of the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Applicant's own risk and Applicant cannot secure relief on the plea of error. If the Applicant desires to personally examine/visit the job site(s) to relate the conditions existing at each site to the requirement of the RFP document, the visit should be scheduled by contacting: Melissa Moore, Program Director of Food Access via email mmoore@familyleauge.org or via phone at 443.423.0912.
7. Applicants will comply with the following:

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.

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.

8. **The proposal of the selected Food Service Management Company (FSMC) must be reviewed by the Maryland State Department of Education (MSDE) for regulatory compliance prior to final execution of the contract.**
9. 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

1. The Agency is not liable for any cost incurred by the Applicant 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.
2. FSMC may not subcontract with another company for the total meal (with or without milk) or for assembling of the meal.

E. Contract Terms

The contract shall be for a period of one year beginning on or about June 1, 2018 and ending May 31, 2019 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-Proposal Meeting/Questions

Applicants may submit proposal questions to rfps@familyleague.org until 4:00PM on April 19, 2018 All questions and responses will be publicly posted on the Family League website, www.familyleague.org, by April 20, 2018

G. Late Bids/Proposals

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

H. Bond Requirements

1. **Summer Food Service Program ONLY**
 - a. Each FSMC which submits a proposal over \$150,000 shall obtain a performance bond in an amount not less than ten (10) percent nor more than twenty-five (25) percent of the value of the contract for which the proposal is made. A copy of the performance bond shall accompany each proposal.
 - b. Each FSMC which enters into a food service contract for over \$150,000 shall obtain a performance bond in an amount not less than ten (10) percent nor more than twenty-five (25) percent of the value of the contract of the value of the contract for which the bid is made. Any FMSC which enters into more than one contract with the Agency shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds \$150,000. FSMC shall be required to furnish a copy of the performance bond within ten (10) days of the awarding of the contract.
 - c. FSMC shall obtain bid bonds and performance bonds only from surety companies listed in the current Department of the Treasury Circular 570. FSMC may not post any “alternative” forms of bid or performance bonds, including but not limited to cash, certified checks, letters of credit, or escrow accounts.

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. The FSMC will be paid by the Agency for all meals delivered in accordance with the contract and Program 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. FSMC shall have the most recent authorized State or local health official’s certification for any facility or vehicle 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.
2. Applicant must ensure that meals are inspected periodically to determine bacteria levels present in the meals and that the bacteria levels found to be present in the meals conform to the standards set by local health authorities. The results of the inspections must be submitted promptly to the Agency and to the State agency.

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

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

M. 21-Day Menu

1. The 21-day menu (Appendix A-4) must be used as the standard for purpose of 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 Part 225. The Agency has outlined the requirements of the method for meeting the requirement in Resource E.
 - All proposals must include a 21-day menu. The Agency will evaluate the 21-day Menu according to the applicable meal pattern requirements.
3. “Maryland Meal” is a practice where the meal includes at least one food item grown and/or produced in Maryland. FSMCs should indicate which menu item represents Maryland Meal by putting an “MM” next to the item.

N. Selection of Manager

If applicable, the Agency reserves the right to interview and approve the on-site food service manager.

O. 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.

P. Economic Price Adjustment and Price Renegotiation

1. Adjustment and/or renegotiation of meal prices may be allowed in the option years of the agreement. An adjustment or renegotiation allows the FSMC to increase their prices to the Agency and allows the Agency to demand a price reduction. The adjustment shall be based on the annual adjustment of reimbursement rates for the Summer Food Service Program. The price increase is not guaranteed to be the entire rate increase nor shall not exceed the increase in the reimbursement rates. Subsequently, if the reimbursement rates are decreased the Agency shall have the right to request a reduction in the price. The reduction shall not exceed the decrease in the reimbursement rates.

The Agency must forward all documentation to MSDE for review.

PART II CONTRACT SCOPE

A. General Requirements

1. The food service shall be operated and maintained to the benefit of the Agency's participants.
2. The food service shall be managed to promote maximum participation in the Summer Food Service Program (SFSP).
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 Part 225 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. FSMC shall be independent and not an employee of the Agency. The employees of the FSMC are not employees of the Agency.
7. The FSMC shall conduct the food service in such a manner as will ensure compliance with the policies and regulations of MSDE and USDA regarding the Program and any additions or amendments thereto.
8. 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 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 for the SFSP. If the Agency will make accessible a copy of both documents.
2. Agency shall retain control of the quality, extent, and general nature of the food service.
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 retain signatory authority for the annual update for participation in the Program.
6. Agency shall conduct performance, accountability, and other reviews as required by State and federal regulations and guidelines.
7. Agency shall maintain a system for contract administration to assure contractual compliance with contract terms.
8. 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 SFSP.
9. Agency shall comply with Federal and state standards and policies relating to energy efficiency. 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 deliver meals days and times requested by the Agency.
2. If applicable, FSMC shall implement the Offer versus Serve option at sites specified by the Agency.
3. FSMC shall adhere to the 21-day menu as specified by the Agency on Appendix A-4 for the first 21 days of meal service. Thereafter, changes in the menu may be made only with Agency prior approval.
4. Menus must comply with the requirements, as described in 7 CFR Part 225. The Agency has outlined the requirements for meeting this requirement in Resource E.
5. Agency will evaluate the 21-day menu according to the applicable program's meal pattern requirements.
6. FSMC shall make substitutes in the food components of the meal pattern or the menu plan for participants whose disabilities restricts their diet and those participants without disabilities who are unable to consume regular meals because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis only when supported by a statement that includes recommended alternate foods. Such statement shall be signed, in the case of a disabled participant, by a medical authority.
7. FSMC shall comply with Federal and state standards and policies relating to energy efficiency.
8. FSMC shall comply with all local and State sanitation standards.

D. Purchases

1. Agency shall retain title of all purchased food and nonfood items.
2. Agency may submit to the FSMC food specifications to cover grade, purchase units, style, conditions, weight, ingredients, formulation, and delivery time.
 - The minimum food specifications are:
 - Dairy products: Grade A;
 - Meat: USDA Inspected;
 - Fish: U.S. Government Inspected;
 - Poultry: USDA Inspected;
 - Canned Fruit & Vegetables: U.S. Grade A Choice 16;
 - Fresh fruit & Vegetables: U.S. No. 1 Grade;
 - Frozen fruit & Vegetables: Highest Quality
3. 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.

E. Sanitation

1. Agency shall require sites to remove all trash from the designated areas on a regularly scheduled basis.

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

1. FSMC agrees to comply with 2 CFR Part 200 as applicable.

G. 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 shall return facilities and equipment to the FSMC in the same condition as received when the Agency uses the facilities for extracurricular activities.
3. FSMC shall not use the Agency's facilities to produce food, meals, or services for other organizations without the approval of the Agency.
4. Agency shall repair and service equipment and make any structural changes needed to comply with federal, State, and local laws, ordinances, rules, and regulations.
5. FSMC shall not remove food preparation and serving equipment owned by the Agency or its sponsored sites from the premises without prior approval.
6. 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.
7. Agency shall not be responsible for loss or damage to equipment owned by the FSMC and located on the Agency premises.
8. Agency shall make available sanitary restroom facilities for FSMC employees.
9. 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.
10. FSMC shall surrender to the Agency upon termination of the contract all equipment and furnishings in good repair and condition.

H. 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.

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 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:
 - i. **First written notification**
Correction or reasonable progress to affect a cure must be within three operating days.
 - ii. **Second written notification for the same violation**
Correction or reasonable progress to affect a cure must be within two operating days.
 - iii. **Third written notification for the same violation**
Correction or reasonable progress to affect a cure must be within one operating day.
3. This contract may be terminated for cause by either the Agency or FSMC with a 30-day notification.
4. This contract may be terminated for convenience by the Agency. The Agency will determine the manner by which this will be affected and the basis for settlement.
5. This contract includes the provision that the contract may be terminated by the FSMC provided the FSMC includes the manner by which the provision will be affected and the basis for settlement.
6. This contract may be terminated by the FSMC due to circumstances beyond the control of the Vendor provided the conditions are included within this contract document.
7. FSMC shall be subject to administrative, contractual, or legal remedies, sanctions, and penalties as applicable.

J. 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.

K. Revenue

1. Agency shall receive all reimbursement from the food service.
2. 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.

L. 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. Agency may withhold final payment upon termination of the contract until all federally-required records have been turned over to the Agency and for other defaults in performance which may occur.
4. Agency will not pay interest on monthly invoice charges from the nonprofit food service account.

M. Emergency Closings

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.

N. 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.

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.

P. Additional Specifications and Expectations of FSMC

1. After awarding, but before executing the contract, Family League and the FSMC representatives will meet to discuss their mutual and individual responsibilities in the day to day procedures of the upcoming Food Service Program.
2. FSMC must provide Family League with a 21-day menu for approval at least two weeks before the menu is to start.
3. FSMC will provide each site and the Program Manager with updated menus by the first day of service each month.
4. FSMC will ensure that each site maintains an adequate supply of spoons, cups, bowls, plastic ware, trash bags, gloves and plates. Sites may contact FSMC directly regarding their needs. The Program Manager may be contacted by either the FSMC or the site as the need arises.
5. If the meal count change is communicated to FSMC by noon it will take effect the next day.
6. FSMC must submit a monthly excel spreadsheet to back up invoices. (template provided by Family League)
7. FSMC will deliver all meals on time. "On time" delivery is defined as:
 - Not more than one hour before the scheduled meal time if proper facilities do not exist onsite for storing the food. Adequate/proper refrigeration equipment resources can be an onsite refrigerator or cambros/coolers provided by FSMC. All equipment/resources must maintain the proper temperature of the food prior to serving. Any food not maintained at the proper temperature will be considered unwholesome.
 - Not more than two hours before the scheduled meal time for sites with proper facilities.
 - No less than 30 minutes before the scheduled meal for all sites.
8. FSMC must notify the Agency Supervisor of Snack and Supper Programs of any unanticipated changes that result in meals being delivered outside of this window and the surrounding circumstances. These will be reviewed on a case by case basis to determine whether the meal can be accepted as "on time" and thereby eligible for reimbursement.
 - If a supper meal is canceled before 8 am, Family League will not be charged for the food. It should be rolled to the next day.
 - If a packaged breakfast or supper meal is canceled after 8 am, Family League will not be charged with the meal.
 - If a meal is canceled after 8 am, Family League and FSMC will split the cost of the meal.
9. Every effort should be made by the FSMC to save the meal for future use so the Agency does not incur costs.
10. In case of a weather emergency: if the FSMC is notified prior to the food going into the oven the food should be rolled to the next day and Family League will not be charged.
11. Food must always be packaged and delivered in a safe and secure manner to prevent leakage.
12. Program closures should be confirmed by the Program Manager.
13. The FSMC will put promotional material provided by Family League on the delivery vans to promote the program.
14. Food is expected to arrive on site at a safe temperature and should not be in the "Danger Zone." This means cold food should be less than 40 degrees and hot food should be more than 140 degrees. If food is found to be outside of these temperature ranges, FSMC is required to replace the food as quickly as possible at the proper temperature settings.
15. All delivery sheets/slips/tickets must be signed by a representative of the meal site and must include the date, and time of delivery. Delivery staff must wait while site supervisor checks the meal.
16. FSMC should consult with the site managers to find the best place for delivery and pick up of containers.
17. Food delivered must match the food specified for serving on the date menu. Any menu changes must be communicated to the Program Manager before the meal is delivered.

18. Microwavable food and pre-frozen sandwiches are not permitted.
19. Sponsor reserves the right to request menu changes within the cost parameters periodically through the contract period if meals are not being well received/consumed by participants.
20. The Family League will not be billed additionally for vegetarian meals, allergy meals or boxed meals.
21. Sites put on their applications whether they will be open during Code Red days. The FSMC will know as soon as the alert is announced who they are sending food to on that day and who needs to be rolled to the next day.
22. Mobile Meals Specifications:
 - Water coolers must be provided.
 - Boxed breakfast must be available for the mobile meal program
 - The leftovers from the day will be brought back to the FSMC and reused to create a zero-waste model
23. Menu Specifications:
 - Juice cannot be served in place of the fruit component
 - 21-day menu with limited repetition is preferred
 - Condiments must be provided by the FSMC
 - Cannot send the same fruit for both meals on one day
 - Offer four different entrees or meat/meat alternates throughout each week
 - Serve the main entrée two times or less on the monthly lunch menu (excluding substitute meal for children with special dietary restrictions)
 - Offer three different fruits and five different vegetables (canned, fresh or frozen) each week on the lunch menu
 - Provide whole-grain foods three or more times a week
24. Other Specifications:
 - FSMC is encouraged to participate as a Baltimore City YouthWorks site
 - FSMC is encouraged to participate in “Maryland Meal”, a practice where the Monday menu includes at least one food item that is grown and/or produced in Maryland

APPLICANT: _____ has read and will abide by the Additional Specifications and expectations of an FSMC as detailed above. _____/_____

PART III
PROPOSAL QUALIFICATIONS AND SUBMISSION

A. Required FSMC Qualifications

1. Required Narrative Response and Documentation

The criteria listed below represents the minimum qualifications for an allowable proposal. These must be provided in the proposal by the prescribed deadline. The proposal should include the information and documentation as detailed in the sections.

The proposal must fully and specifically address each of the questions/items. The quality and detail of each response will figure significantly in the overall evaluation of the proposal. Proposers are encouraged to give examples and provide additional information to support compliance on each point. To standardize the format of all proposals, proposers are required to respond to all questions in the given order; each response must include the question/criterion number and a restatement of the question/criterion followed by the response. Failure to comply with this requirement may result in the proposal being declared Non-Responsive.

Management

- a) Is GPS installed in drivers' vehicles?
- b) Are there electronic delivery receipts with time stamp signatures?
- c) Describe the backup plan for food that may need to go out after the deliveries have already left the kitchen; inclusive of a detailed description of the communication plan between key staff (such as kitchen, delivery, etc.) to address issues that may arise during the hours of meal service.
- d) Explain in detail the ordering process including but not limited to the deadline for sponsor ordering, ordering method, order changes.
- e) What percent of meal packaging is recyclable?
- f) What is the policy/practice of handling food if a meal is canceled but food is still within the temperature?
- g) Explain in detail the transportation vehicles you have at your disposal for the program.
- h) How will your meals be packaged in the trucks to remain fresh during delivery and maintain temperature?
- i) Include in the response how breakfast and supper will be packaged to aid the summer meal supervisors in ease of distribution
- j) What is the minimum hourly wage provided for kitchen staff?
- k) What is the minimum hourly wage provided for drivers?
- l) What is the minimum hourly wage provided for management?
- m) What percentage of FSMC employees reside in Baltimore City?

Food Quality

- n) What percentages of fruits and vegetables on the menu are seasonal?
- o) What percentage of produce on the menu is locally sourced within a 200 miles radius of Baltimore City?
- p) What percentage of milk on the menu is locally sourced within a 200 miles radius of Baltimore City?
- q) What percentage of grains on the menu is locally sourced within a 200 miles radius of Baltimore City?
- r) What percentage of fruit on the menu is locally sourced within a 200 miles radius of Baltimore City?
- s) What percentage of meat on the menu is locally sourced within a 200 miles radius of Baltimore City?
- t) Using the FSMC Farm Origin Template (ATTACHMENT 2) provide a list of farm(s) and origins of the produce, vegetables, dairy, meat, poultry and fish that is being provided for the SFSP.

Food Components - True or False – please indicate whether each of the following statements are true or false as they relate to the proposed meal service. For all false responses, please estimate the percentage of components that do not quality. Add comments/details if necessary.

- u) _____ Meals do not include foods with artificial trans fats.

- v) _____ Meals only contain fruit that is fresh, canned or frozen in water, 100% juice, extra light or light syrup, or dried with no added sweeteners.
- w) _____ Meals only contain vegetables that are fresh, canned or frozen with no added ingredients except water, or dried with no added ingredients.
- x) _____ Meals only include grain products that are whole grain rich.
- y) _____ Meals only include protein foods (not including nuts and seeds) that are lean meat, skinless poultry, seafood, beans/legumes, or eggs.
- z) _____ If nuts or seeds are served, they contain no added ingredients.

2. Additional Requirements:

- a) Must not have been denied approval or been terminated as an FSMC for any USDA child nutrition program in the past three years. If the FSCM has been denied or terminated in the past three years, provide detail as to the effective dates and circumstances leading to such action.
- b) Is required to have experience serving over 3,000 meals each day.
- c) Must have the ability to develop special meal requirements to meet ethnic or religious needs as well as dietary modifications for children with special physical or medical needs.
- d) Must cap breakfast per meal price at \$1.62 and supper per meal price at \$2.90.

3. Required Documents – please submit the documents as defined below:

- a) FSMC must ensure that the appropriate Proposal page(s) is filled out in its entirety and have signed each page in the space provided.
- b) Using the 21-day menu template (A-4), FSMC should submit 21-day breakfast, lunch and supper menu cycles based on program(s) indicated in RFP. Menu should be detailed with food components; for example if the fruit is fresh, if whole grains are used or the fat content of the milk as well as the serving size for each item. FSMC should indicate capability to participate in Maryland Monday by indicating with “MM” next to the menu item.
- c) Using the FSMC Contract List Template (ATTACHMENT 1) provide a list of current and past contracts within the last three (3) years.
- d) Submit an example of paperwork used to record daily meal delivery information. If an electronic system is used, please provide a sample printout that would be generated as the system’s record of daily delivery information.
- e) Submit a sample delivery sheet which includes site signature line, meal time and counts.
- f) Submit a sample invoice.
- g) If an online system is used to collect meal counts from sponsors, please include screen shots or site to test.

3. Financial Documentation and Signed Certifications and Assurances:

- a) Using the Bid Information page, (Appendix A-8), provide evidence of a bid check or bid bond no less than five (5) percent nor more than ten (10) percent of the total contract price.
- b) Using the Bid Information page, (Appendix A-8), provide evidence of a performance bond no less than ten (10) percent nor more than twenty-five (25) percent of the total contract price.
- c) Submit copies of recent financial statements (audited or reviewed preferred) with an income statement and balance sheet. Two years are preferred.
- d) Using the Agreement Page (A-6), submit the signed certifications and assurances. If applicable, include the Disclosure of Lobbying Activities page (A-7).
- e) In addition to the documents detailed above, include the following documents from the RFP in your proposal:
 - i. A-1. Services Desired
 - ii. A-2. Types of Program Meals Desired

B. Award Criteria

CATEGORY	POINTS POSSIBLE
Price	31
Food Quality	20
Management/Logistics	19
Baltimore/Minority/Women Owned	30
PROPOSAL GRANT TOTAL	100

Summer Food Service Program Meal Pattern Requirements

Food Components and Food Items	Breakfast Serve all three	Lunch/Supper Serve all four	Snack Serve two of the four
Milk	Required	Required	
Fluid Milk	1 cup ¹ (½ pint, 8 fl. oz.) ²	1 cup (½ pint, 8 fl. oz.) ³	1 cup (½ pint, 8 fl. oz.) ²
Vegetables and/or Fruits – Equivalent quantity of any combination of...	Required	Required	
Vegetable or fruit or	½ cup	¾ cup total ⁴	¾ cup
Full-strength vegetable or fruit juice	½ cup (4 fluid oz) = 50% ⁵		¾ cup (6 fluid oz.) ⁶
Grains and Breads ⁷ – Equivalent quantity of any combination of...	Required	Required	
Bread or	1 slice	1 slice	1 slice
Cornbread, biscuits, rolls, muffins, etc. or	1 serving ⁸	1 serving ⁸	1 serving ⁸
Cold dry cereal or	¾ cup or 1 oz. ⁹		¾ cup or 1 oz. ⁹
Cooked cereal or cereal grains or	½ cup	½ cup	½ cup
Cooked pasta or noodle products	½ cup	½ cup	½ cup
Meat and Meat Alternates – Equivalent quantity of any combination of...	Optional	Required	
Lean meat or poultry or fish or	1 oz.	2 oz.	1 oz.
Alternate protein products ¹⁰ or	1 oz.	2 oz.	1 oz.
Cheese or	1 oz.	2 oz.	1 oz.
Egg (large) or	½	1	½
Cooked dry beans or peas or	¼ cup	½ cup ²	¼ cup ²
Peanut or other nut or seed butters or	2 tablespoons	4 tablespoons	2 tablespoons
Nuts or seeds ¹¹ or		1 oz. = 50% ¹²	1 oz.
Yogurt ¹³	4 oz. or ½ cup	8 oz. or 1 cup	4 oz. or ½ cup

Endnotes:

1. For the purposes of the requirement outlined in this table, a cup means a standard measuring cup.
2. Served as a beverage or on cereal or use in part for each purpose.
3. Served as a beverage.
4. Serve two or more kinds of vegetable or fruits or a combination of both.
5. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
6. Juice may not be served when milk is served as the only other component.
7. Bread, pasta or noodle products, and cereal grains (such as rice, bulgur, or corn grits) shall be whole-grain or enriched. Cornbread, biscuits, rolls, muffins, etc., shall be made with whole-grain meal or flour. Cereal shall be whole-grain, enriched or fortified.
8. Serving sizes and equivalents will be in guidance materials to be distributed by FNS to State agencies.
9. Either volume (cup) or weight (ounces), whichever is less.
10. Must meet the requirements for 7 CFR 225 Appendix A.
11. Tree nuts and seeds that may be used as meat alternate are listed in program guidance.
12. No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meal alternate to fulfill the requirement. For purposes of determining combinations, one ounce of nuts or seeds is equal to one ounce of cooked lean meat, poultry or fish.
13. Plain or flavored, unsweetened or sweetened.

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.

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 proposal price

TYPES OF PROGRAM MEALS DESIRED

<u>Check appropriate boxes:</u>	<u>Name of Nutrition Program</u>
<input type="checkbox"/> Single Choice Reimbursable Breakfasts:	SFSP
<input type="checkbox"/> Single Choice Reimbursable Suppers:	SFSP

Service Area 1

Breakfast and Supper Meals Baltimore City

These meals are to be prepared and delivered by the vendor daily. We aim to serve 5,000 breakfast meals, 12,000 supper meals at fixed sites in Baltimore City. The sites that are receiving supper will receive their breakfasts with that delivery or vice versa. The breakfast will be served cold. Supper meals will be served daily between 3:00 and 7:00pm. These are served family style and should be a hot style menu much like the school year. Occasionally, sites may need a boxed meal for supper.

Site Name	Address
901 Arts	901 Montpelier St
Adelante Latina Camp @Notre Dame	4701 N Charles Street - Doyle Hall
Adopt-A-Block	1607 Cromwell Bridge Rd
Baltimore City Health Department	1515 West North Avenue
Baltimore City State's Attorney's Office	120 E. Baltimore Street
Building Blocks Learning and Development Center	501 E Patapsco Ave
Byke Collective	403 E Oliver
Camp Rock	1607 Cromwell Brigde Road
Department of Juvenile Services	BCCJC- 300 N. Gay Street
Govanstone Farmers Market	5104 York Rd
Grace Baptist Church	3201 The Alameda
Growing Girls and Gardens	5204 Roland Ave
Inner Harbor Project	616 Water Street, Ste. 322
Jerusalem Evangelical Lutheran Church	4605 Belair Road
Jubilee Arts	1947 Pennsylvania Ave
Law Links	500 West Baltimore Street-UM Law
Loving Arms, Inc.	3313 Oakfield Ave
Pigtown Community Farmers Market	1798 Washington Blvd.
Pleasant Hope Baptist Church	430 E Belvedere Ave
Progressive Education Center on Jonquil	5506 Jonquil Ave
St. Philip's Evangelical Lutheran Church	501 N. Caroline St.
The League for People with Disabilites	1111 E. Coldspring Lane
Transforming Life Church of God	4801 Sipple Ave
Tsunami Martial Arts "Catch the Wave Summer Camp"	1718 Belmont Ave
Universal Child @Alexander Hamilton	800 Popular Grove Street
Violetville Dynamic Dolphins	1207 Pine Heights Ave
Willow Ave Park	603 Willow Ave Park
Word & Praise Ministries Camp	5200 Denmore
Y of Central MD @College Gardens	4238 Parkton Street
YO Baltimore Pact Center	1510 W. Lafayette Ave

21-DAY MENU

Agency created menu / FSMC created menu

SFSP

Breakfast

Supper

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
(attached separate pages if necessary)

A. **Breakfast:** SFSP
\$_____ each

B. **Supper:** SFSP
\$_____ each

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 proposal or to fix overhead, profit, or cost element of a proposal 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 proposal solicitation shall be considered a part of the contract as incorporated therein.

This agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

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

AGENCY: _____

FSMC: _____

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.

BOND INFORMATION

In submitting this signed proposal, FSMC certifies the required proposal bond and performance bond are adequate to cover this proposal. 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/proposal rejection.

For Summer Food Service Program ONLY:

BID/PROPOSAL BOND = \$

BID/PROPOSAL PERFORMANCE BOND = \$

Vendor/FSMC is responsible for ensuring the amount of the guarantee and/or bond coverage meets the amount specified in the contract.

FSMC CONTRACT LIST

(provided in separate excel document)

FSMC FARM ORIGIN TEMPLATE

(provided in separate excel document)