



**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:

December 7, 2020 by 4:00 PM

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**PART I
GENERAL INFORMATION**

A. Intent

This solicitation is for the purpose of entering into a fixed-price-per-meal contract for providing food services for 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 and Award

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

Demaune Millard, President and CEO
Family League of Baltimore
2305 N. Charles Street, 2nd Floor
Baltimore, MD 21218

Applicants may submit a proposal for the service area detailed in Appendix A-3. **Proposals and accompanying documents must be submitted by 4:00 p.m. on December 7, 2020.**

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 Applicant 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. Proposals tendered by mail should be addressed to Demaune Millard, President & CEO with the exterior of the envelope plainly marked, "Food Service Proposal." 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 a clerk, partner, or other assistant or employee, all such proposals will be rejected.
7. Applicants are expected to fully inform themselves as to 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 the job site(s) to relate the conditions existing at each site to the requirements RFP document, the visits should be scheduled by contacting: Sharon Bostwick, Program Director of Food Access at sbostwick@familyleague.org or 443-423-0914.
8. Applicants will comply with the following nondiscrimination statement:

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

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, 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 race, color, sex, age, national origin, religion, disability, 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, 410-767-0433 – voice, 410-767-0431 – fax, 410-333-6442 - TTY/TDD.

9. The proposal of the Agency's selected Vendor/Caterer (Vendor) must be reviewed by the Maryland State Department of Education (MSDE) for regulatory compliance prior to final execution of the contract.
10. Any proposal submitted shall be in accordance with the laws of the State of Maryland and regulations of the U.S. Department of Agriculture. Cap for vendor rates: Breakfast - \$2.00, Lunch/Supper - \$3.50, Snack - \$.80. Proposals with meal rates exceeding these caps will be rejected without review.

C. Incurred Cost

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

D. Subcontracts

1. No Agency may contract out for the management responsibilities of the program.
2. Vendor may not subcontract with another company for the total meal (with or without milk) or for assembling of the meal.

E. Contract Terms

This contract shall be for a period of one year beginning on or about **January 1, 2021** and ending **December 31, 2021** with the option of up to four one-year renewals by mutual written agreement between the Agency and the Applicant. Each contract renewal must be reviewed and consented to by MSDE prior to awarding the extension.

F. Pre-Proposal Meeting/Questions

Pre-proposal questions will be accepted via email until November 20, 2020. The answers will be available on the Family League website, www.familyleague.org on November 23, 2020. Please send all pre-proposal questions to FundedPartnerships@familyleague.org

G. Late Proposals

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

H. Bond Requirements

1. Each FSMC which submits a bid over \$250,000 shall obtain a bid bond in an amount not less than five (5) percent nor more than ten (10) percent, as determined by the Agency, of the value of the contract for which the bid is made. A copy of the bid bond shall accompany each bid.
2. Each FSMC which enters into a food service contract for over \$250,000 with an Agency 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, as determined by MSDE, of the value of the contract for which the bid is made. Any FSMC which enters into more than one contract with any one Agency shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds \$250,000. Agency shall require the FSMC to furnish a copy of the performance bond within ten days of the awarding of the contract.
3. FSMC shall obtain bid bonds and performance bonds only from surety companies listed in the current Department of the Treasury Circular 570. No sponsor or State agency shall allow food service management companies to 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 Applicant to specified sanctions, outlined in the contract, in instances where the Applicant violates or breaches contract terms and/or federal and State law or regulation. In the case of nonperformance or noncompliance by the Applicant, the Applicant shall pay the Agency for any excess costs incurred by the Agency for obtaining meals from another source.
2. The Applicant will be paid by the Agency for all meals delivered in accordance with the contract and Program(s) regulations. However, neither the USDA nor MSDE assumes any liability for the payment of differences between the number of meals delivered and the number of meals served.

J. Health Certification and Inspection

1. The Applicant 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. The 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 Applicant

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

M. Advisory Board

If requested by Agency, the Applicant will participate and assist in the formation and establishment of a food service focus group composed of parents, teachers, administrators, and participants to assist in meal planning.

N. 21-Day Menu (Appendix A-4)

1. The 21-day Menu Template (see appendices) must be used as a 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 be made with the approval of the Agency. However, any changes must equal or exceed the original 21-day menu.
2. Menus must comply with the requirements as described in the federal regulations 7 CFR Part 225. The Agency has outlined the requirements of the method for meeting the requirement in Part IV, Resource A.

- a. All proposals 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 (USDA and/or local) and the nutrient analysis of all products used in the 21-day Menu.
3. “Maryland Meal” is a practice where the Meals include at least one food item that is grown and/or produced in Maryland. If this can be implemented, Applicants can indicate which menu item represents Maryland Meal by putting an “MM” next to the item.

O. Selection of Manager

If applicable, the Agency reserves the right to interview and approve the Applicant’s 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. Economic Price Adjustment and Price Renegotiation

Adjustment and/or renegotiation of meal prices may be allowed in the option years of the agreement. An adjustment or renegotiation allows the Applicant to increase their price 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 as a benefit to the Agency's participants, faculty, and staff.
2. The food service shall be managed to promote maximum participation in the Summer Food Service Program (SFSP).
3. The Applicant shall have the exclusive right to the food service program at the site(s) specified in the Appendices.
4. The Agency and the Applicant will operate in accordance with program regulations specified in 7 CFR Part 225 and 2 CFR Part 200.
5. The Applicant 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. Subcontracting, as stated in Part 1, is prohibited.
7. The Applicant shall be independent and not an employee of the Agency. The employees of the Applicant are not employees of the Agency.
8. The Applicant 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. The Agency shall have the ultimate legal responsibility for the conduct of the overall food service and shall monitor the food service in such a manner that will 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. The Agency shall ensure that the food service is in conformance with its Permanent Agreement and Permanent Policy Statement for the SFSP. The Agency will make accessible a copy of both documents available to the Applicant.
2. The Agency shall retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals.
3. The Agency maintains the responsibility for preparing and submitting financial and other reports and claims for reimbursement to MSDE.
4. The 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. The Agency shall approve the menus and recipes and if necessary complete nutrient analysis on USDA approved software of the Applicant recipes and other food to be served to participants to ensure compliance with rules and regulations of MSDE and USDA.
6. The Agency shall retain signatory authority for the annual update for participation in the Program(s).
7. The Agency shall conduct performance, accountability, and other reviews as required by State and federal regulations and guidelines.
8. The Agency shall maintain a system for contract administration to assure contractual compliance with contract terms.
9. The 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.
10. The Agency shall maintain a system for assuring that the Applicant operates the food service program in conformance with the Agency's Agreement for participation in the SFSP.
11. The Agency shall comply with mandatory standards and policies relating to energy efficiency in the State of Maryland.
12. The Agency will provide the Applicant a list of approved sites with projected number of meals for each site and will notify the Applicant of site operational changes within a mutually agreed upon time frame.

C. Responsibilities of the Applicant

1. The Applicant 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 SFSP.
 - c. Other foods as agreed upon by the Applicant and Agency.
2. The Applicant shall implement the collection procedures specified by the Agency and approved by MSDE
3. Applicant shall implement the "Offer versus Serve" option at the food service sites specified by the Agency.
4. The Applicant 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 prior approval of the Agency.
 - a. Menus must comply with the requirements, as described in 7 CFR Part 225. The Agency has outlined the requirements for meeting this requirement in the Part IV, Resources A, Summer Food Service Program Meal Pattern Requirements.
 - b. If Agency desires, the Applicant 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 (USDA and/or local) and the nutrient analysis of all manufacturers' products used to conduct an independent analysis of any item in the 21-day menu.
5. Applicant 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 the recommended alternate foods.
6. The Applicant shall comply with all local and State sanitation standards.
7. Applicant shall comply with mandatory standards and policies relating to energy efficiency in the State of Maryland.

D. Purchases

1. The Agency shall retain title of all purchased food and nonfood items.
2. The Agency may submit to the Applicant minimum food specifications to cover grade, purchase units, style, conditions, weight, ingredients, formulation, and delivery time.
3. 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 Fruits & Vegetables:** Highest Quality
4. The Agency may request that the Applicant 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. The Agency shall require sites to remove all trash from the designated areas on a regularly scheduled basis.
2. The Applicant 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.
3. The Applicant shall provide extermination services as needed.
4. The Agency shall require sites to clean the dining/cafeteria area, including tables and chairs, walls, floors, and window coverings.

F. Uniform Administrative Requirements, Cost Principles and Audit Requirements

Vendor agrees to comply with 2 CFR Part 200 including Appendices, but not limited to:

- a. Equal Employment Opportunity.
- b. Contract Work Hours/Safety Standards Act (40 U.S.C. 3701-3708).
- c. Davis Bacon Act (for construction contracts in excess of \$2,000).
- d. Rights to inventions made under contract or agreement.
- e. Debarment and Suspension [Executive Orders 12549 and 1268900].
- f. Byrd Anti-Lobbying Amendment [31 U.S.C. 1352].
- g. Clean Air and the Federal Water Pollutions Control Act (42 U.S.C. 7401-7671q. and 33 U.S.C. 121-1387)

G. Use of Facilities and Equipment

- 1. The Agency shall make available without any cost or charge to the Applicant the areas of the premises agreeable to both parties in which the Applicant shall render its services.
- 2. The Agency shall return facilities and equipment to the Applicant in the same condition as received when the Agency uses the facilities for extracurricular activities.
- 3. The Applicant shall not use the Agency’s facilities to produce food, meals, or services for other organizations without the approval of the Agency.
- 4. The Applicant and the Agency shall inventory the equipment and supplies owned by the Agency at the beginning of the contract.
- 5. The Applicant shall maintain the inventory of expendable equipment necessary for the food service and at the inventory level as specified by the Agency.
- 6. The Agency shall repair and service equipment and make any structural changes needed to comply with federal, State, and local laws, ordinances, rules, and regulations.
- 8. The Applicant shall not remove food preparation and serving equipment owned by the Agency from the Agency’s premises without prior approval.
- 9. The Applicant shall provide a written notification to the Agency of any equipment belonging to the Applicant within ten days of its placement on Agency premises.
- 10. The Agency shall not be responsible for loss or damage to equipment owned by the Applicant and located on the Agency premises.
- 11. The Agency shall make available sanitary toilet facilities for the employees of the Applicant.
- 12. The Agency and MSDE shall have access, with or without notice to the Applicant, to all of the Agency’s facilities used by the Applicant for purposes of inspection, review and audit.
- 13. The Applicant shall surrender to the Agency upon termination of the contract all equipment and furnishings in good repair and condition.

H. Licenses, Fees, Taxes

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

I. Terms and Termination

1. The Agency shall maintain a contract administration system ensuring that the contract is performed in accordance with contract terms and specifications.
2. If the Applicant violates or breaches the terms of and conditions of this Contract, the Agency shall give the Applicant written notice and an opportunity to cure the violation/breach. Should the Applicant fail to make reasonable progress to affect such cure, or correct the violation/breach, the Agency may assess the following penalties against the Applicant:

First written notification:

Correction or reasonable progress to affect a cure must be within three 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 two 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 one operating day.

Failure to comply or correct the violation/breach will result in the Agency taking punitive action, including but not limited to withholding payment or terminating the contract.

This contract may be terminated for cause by either the Agency or Applicant with a 60-day notification.

4. This contract may be terminated for convenience by the Agency. The Agency will determine the manner by which this will be effected and the basis for settlement.
5. This contract includes the provision that the contract may be terminated for cause and for convenience by the Applicant provided the Applicant includes the manner by which the provision will be effected and the basis for settlement.
6. This contract may be terminated by the Applicant due to circumstances beyond the control of the Applicant provided the conditions are included within this contract document.
7. The Applicant shall be subject to administrative, contractual, or legal remedies, sanctions, and penalties as may be appropriate in instances where it violates or breaches contract terms.

J. Recordkeeping

1. The Applicant 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 Applicant shall report claims information to the Agency promptly at the end of each month.
2. The Applicant 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 Applicant records pertaining to the Agency shall be maintained at the Agency while the contract is in effect.
3. The Applicant shall not remove federally-required records upon contract termination.
4. The Agency may review and audit Applicant records pertaining to the Agency's food service operation at any time during the period of the contract.
5. The Applicant 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. The 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. If reimbursement is denied as a direct result of the failure of the Applicant to comply with the meal requirements of this contract, the Applicant shall assume responsibility of the amount denied.

L. Payment of Fees

1. The Agency shall pay the Applicant the billable expenses within 30 days of submission of an invoice date for each monthly period of program operation. Applicant's submitting invoices shall certify that the information submitted on these forms is true and correct and that the Applicant is aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable State and Federal statutes.
2. The Applicant 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, including but not limited to conditions stipulated in the "Additional Required Specifications and Expectations of a Vendor."
3. The 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. The Agency will not pay interest on monthly invoice charges from the nonprofit food service account.

M. Emergency Closings

The Agency will establish procedures on a site by site basis for working with the Applicant 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. Events not under the control of the Agency and acts of God shall not affect the guaranteed return to the Agency.

N. Indemnification

The Applicant 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 quantities stated herein are given as a general guide for proposals but are not a guaranteed amount; they represent the best estimates of the Agency.

P. Additional Required Specifications and Expectations of Vendor

1. After awarding, but before executing the contract, Family League and the Vendor representatives will meet to discuss their mutual and individual responsibilities in the day to day procedures of the upcoming Food Service Program.
2. Vendor will provide Family League with a menu for approval at least two weeks before the menu is to start.
3. Vendor will provide each site and the Program Manager with updated menus by the first day of service each month.
4. Vendor will ensure that each site maintains an adequate supply of spoons, cups, bowls, plastic ware, trash bags, gloves and plates. Sites may contact Vendor directly regarding their needs. The Program Manager may be contacted by either the Vendor or the site as the need arises.
5. If the meal count change is communicated to Vendor by noon it will take effect the next day.
6. Vendor must submit a monthly excel spreadsheet and hardcopy and/or electronic receipts from sites to back up invoices. (template provided by Family League)
7. Vendor will deliver all meals on time. "On time" delivery is defined as:
 - a. 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 Vendor. All equipment/resources must maintain the proper temperature of the food prior to serving. All equipment/resources must be clean and in good repair; the Agency reserves the right to request the replacement of damaged and/or unsanitary

- equipment. Any food not maintained at the proper temperature will be considered unwholesome.
- b. Not more than two hours before the scheduled meal time for sites with proper facilities.
 - c. No less than 30 minutes before the scheduled meal for all sites.
 - d. Vendor 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.
 - e. If a supper/lunch meal is canceled before 10:00 am, Family League will not be charged for the food. It should be rolled to the next day.
 - f. If a packaged breakfast, lunch or supper meal is canceled after 10:00 am, Family League will not be charged with the meal.
 - g. If a supper meal is canceled after 10:00 am or unable to be delivered to authorized personnel, Family League and Vendor will split the cost of the meal.
 - h. Snacks cancelled, not delivered, or not accepted will not be charged as the meal can be used the next day.
8. Every effort should be made by the Vendor to save the meal for future use, so the Agency does not incur costs.
 9. In case of a weather emergency: if the Vendor 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.
 10. Food must always be packaged and delivered in a safe and secure manner to prevent leakage.
 11. Program closures should be confirmed by the Program Manager.
 12. In the event of a failed delivery attempt (e.g., site staff not present, program closed, meals refused, etc.), the Vendor will immediately notify the Agency. The Agency will contact the site and make a determination of whether meals should be delivered the next service day. The Agency will not be held financially responsible for the cost of subsequent failed delivery attempts if this process has not been completed.
 13. The Vendor 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, Vendor 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. In the event that site staff and the Vendor dispute whether a meal was delivered, only a verifiable, authorized signature will be accepted. Only individuals listed as contacts in the site information provided will be accepted.
 16. Vendor should consult with the site managers to find the best place for delivery and pick up of containers.
 - a. If no one is onsite when delivery is attempted, the Vendor will contact both the site managers and Family League and await a response before leaving.
 17. Food delivered must match the food specified for serving on the date menu. Any menu changes must be communicated to site supervisors and the Agency by 10:00am the day of meal service.
 18. Microwavable food is not permitted.
 19. Pre-frozen sandwiches are not permitted.
 20. 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.
 21. Family League will not be billed additionally for vegetarian meals, allergy meals, or boxed meals.

22. Sites put on their applications whether they will be open during Code Red/Blue days. The Vendor 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.
23. Emergency shelf stable meals must be provided at the cost or under of a CACFP USDA reimbursement.

Menu Specifications:

1. Juice cannot be served in place of the fruit component
2. 21-day menu with limited repetition is preferred
3. Condiments must be provided by the Vendor
4. Cannot send the same fruit for snack and supper in one day.
5. Offer four different entrees or meat/meat alternates throughout each week.
6. Serve the main entrée two times or less on the monthly lunch menu (excluding substitute meal for children with special dietary restrictions).
7. Offer three different fruits and three different vegetables (canned, fresh or frozen) each week on the lunch menu.
8. Provide whole-grain foods each day.

Other Specifications:

1. Vendor is encouraged to participate in “Maryland Meal”, a practice where the Monday menu

**PART III
REQUIRED QUALIFICATIONS AND SUBMISSION**

A. Required Qualifications – Required Narrative Responses 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 be submitted unbound (except for a binder clip to secure the pages) and should include the information and documentation as detailed in the sections below:

1. Answer the question in writing, “Have you ever been denied approval or terminated as a Vendor for any USDA child nutrition program?” If you answered “yes,” please detail the effective dates and circumstances leading to such action.
2. Answer the following question in writing, “Has a child nutrition program sponsor ever terminated for cause or convenience your contract as a Vendor?” If you answered “yes,” please detail the date(s) and circumstances leading to such action.
3. Provide proof of serving 3,000 meals each day.
4. Provide details of your plant facilities that include preparation equipment and certification that all facilities meet or exceed all applicable state and local health, safety, and sanitation standards.
5. Describe your 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. Please provide multiple examples of “alternate” meals.

B. Required Documents – Please submit the documents as defined below:

1. Submission must include a Proposal Page for the Service Area for which you are applying. Applicants must ensure that the appropriate Proposal page is filled out in its entirety and that you have signed in the space provided.
2. Using the Menu template (A-4), 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 and the fat content of the milk as well as the serving size for each item. If you are able to participate in Maryland Monday, please indicate with “MM” next to the menu item. **Due to COVID-19 health and safety protocols, taste-testing is not possible at this time. In place of this requirement, please submit photographs of the individual meals matching the menu for no less than one week.**
3. Provide evidence of current experience as a Vendor in schools, colleges and universities, hospitals, or commercial sector.
4. Provide a representative list of agencies and/or facilities with which you currently have a Vendor contract.
5. Submit copies of Health Permit and MSDE/Local Health Department site visits conducted within the past two years. Include, if applicable, all Corrective Action Plans (CAPs).
 - i. Please describe the equipment/containers (photographs preferred) and the cleaning/sanitation procedures used to keep them safe.
6. 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.
7. Submit a sample delivery sheet which includes site signature line, meal time and counts.
8. Submit a sample invoice.
9. If an online system is used to collect meal counts from sponsors, please include screen shots or site to test.
10. Financial Documentation and Signed Certifications and Assurances.
11. Submit copies of recent financial statements (audited or reviewed preferred) with an

- income statement and balance sheet. Two years are preferred.
12. Submit the Additional Required Specifications and Expectations of a Vendor (Attachment-4), indicating that you have reviewed and agree to meet these specifications and expectations throughout the term of the Contract. Please make sure to initial and date in the space provided.
 13. Using the Agreement Page (A-7), submit the signed certifications and assurances. If applicable, include the Disclosure of Lobbying Activities page (A-8).
 14. In addition to the documents detailed above, include the following documents from the RFP in your proposal:
 - a. A-1. Services Desired
 - b. A-2. Types of Program Meals Desired
 - c. A-3. Service Area for which you are responding to in the Proposal

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. Applicants 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.

C. Proposal Narrative - In written narrative form, please address the following questions:

Management

1. Do you have GPS installed in your drivers' vehicles?
2. Do you have electronic delivery receipts with time stamp signatures?
3. Describe specifically your communication plan between key staff (such as kitchen, delivery, etc.) to address issues that may arise during the hours of meal service.
4. Please describe specifically your backup plan for food that may need to go out after the deliveries have already left the kitchen.
5. Explain in detail your ordering process including but not limited to the deadline for sponsor ordering, ordering method, and order changes.
6. What percentage of your meal packaging is recyclable?
7. If a meal is canceled but it is still within the temperature what do you do with the food?
8. Identify the number of vehicles you will have in your fleet for delivery.
9. How will your meals be packaged to remain fresh during delivery and maintain temperature?
10. What is the minimum hourly wage provided for kitchen staff?
11. What is the minimum hourly wage provided for drivers?
12. What is the minimum hourly wage for management?
13. What percentage of your employees lives in Baltimore City?

Food Quality

1. What percentages of fruits and vegetables on your menu are seasonal?
2. What percentage of milk on the menu is locally sourced within a 200 miles radius of Baltimore City?
3. What percentage of grains on the menu is locally sourced within a 200 miles radius of Baltimore City?
4. What percentage of fruit on the menu is locally sourced within a 200 miles radius of Baltimore City?
5. What percentage of meat on the menu is locally sourced within a 200 miles radius of Baltimore City?
6. Please provide farm(s) of origin for the fresh foods you are providing.

True or False – Please indicate whether each of the following statements are true or false as they relate to your meal service. For all false responses, please estimate the percentage of your components that do not qualify and add comments/details if necessary.

7. Our meals do not include foods with artificial trans fats.
8. Our 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.
9. Our meals only contain vegetables that are fresh, canned or frozen with no added ingredients except water, or dried with no added ingredients.
10. Our meals only include grain products that are whole grain rich.
11. Our meals only include protein foods (not including nuts and seeds) that are lean meat, skinless poultry, seafood, beans/legumes, or eggs.
12. If we serve nuts or seeds, they contain no added ingredients.
13. Our meals only contain packaged snacks that meet the USDA Smart Snacks in School nutrition standards

D. Award Criteria and Weight

MANAGEMENT/LOGISTICS:	13 POINTS POSSIBLE
FOOD QUALITY:	13 POINTS POSSIBLE
MEAL REVIEW:	12 POINTS POSSIBLE
PRICE:	32 POINTS POSSIBLE
BALTIMORE/MINORITY/WOMEN OWNED:	<u>30 POINTS POSSIBLE</u>
TOTAL:	100 POINTS POSSIBLE

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 (oz./ounces), whichever is less.
10. Must meet the requirements for 7 CFR 225 Resource 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.

- Vendor – Delivered Meals Only**
Vendor will provide all food supplies as per Agency specifications. The cost of the food will be a major part of the proposal price

TYPES OF PROGRAM MEALS DESIRED

<u>Check appropriate boxes:</u>	<u>Name of Nutrition Program</u>
<input checked="" type="checkbox"/> Single Choice Reimbursable Breakfasts:	SFSP
<input checked="" type="checkbox"/> Single Choice Reimbursable Lunches:	SFSP
<input checked="" type="checkbox"/> Single Choice Reimbursable Suppers:	SFSP
<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:	SFSP
<input type="checkbox"/> Milk Only	
<input type="checkbox"/> À la Carte (including catering)	
<input type="checkbox"/> Adult Meals	
<input type="checkbox"/> Other (specify):	

SITE PROFILE

sitename	address	age/Grades	Enrollment	Type of Service	Distribution Times	Number of Service Days	Avg. Daily Participation	Program names
29th Street Community Center	300 E. 29th Street	5-12	15	Grab and Go Breakfast and Lunch	Dist 12-2pm	16	15	29th Street Community Center
360 Summer Enrichment Institute	325 McMechen St	5-12	20	Grab and Go Breakfast and Lunch	Dist. 2-3:30pm	4	20	360 Summer Enrichment Institute
901 Arts	901 Montpelier St	5-12	15	Grab and Go Breakfast and Lunch	Dist. 4-6pm	16	15	901 Arts
Baker/Patterson Park Rec	2601 E. Baltimore Street	5-12	60	Grab and Go Breakfast and Lunch	Dist. 4-6pm	20	60	Baker/Patterson Park Rec
Bentalou Rec	222 N. Bentalou Street	5-12	100	Grab and Go Breakfast and Lunch	Dist. 4-6pm	20	100	Bentalou Rec
BGC @Brooklyn O' Malley	3560 3rd Street	5-12	10	Grab and Go Breakfast and Lunch	Dist. 2-6pm	20	10	BGC @Brooklyn O' Malley
BGC@ O'Donnell Heights	1200 Gusryan Street	5-12	10	Grab and Go Breakfast and Lunch	Dist. 2pm-4pm	20	10	BGC@ O'Donnell Heights
BGC@ Webster Kendrick	4130 Callaway Ave	5-12	15	Grab and Go Breakfast and Lunch	Dist 2:30-3:30pm	20	15	BGC@ Webster Kendrick
BGC@ Westport	2343 Norfolk Street	5-12	12	Grab and Go Breakfast and Lunch	Dist. 2:30-3:30pm	20	12	BGC@ Westport

Breath of God	141 S Clinton St	5-12	300	Grab and Go Breakfast and Lunch	closed on snow days; Dist. 11am-1pm	4	300	Breath of God
Building Blocks Learning and Development Center	501 E Patapsco Ave	5-12	48	Grab and Go Breakfast and Lunch	Dist. 3pm-4pm	16	48	Building Blocks Learning and Development Center
Victorious Ministries	4613 York Road	5-12	50	Grab and Go Breakfast and Lunch	Dist. 11am-1pm	20	50	Victorious Ministries
Carroll F. Cook Rec Center	5061 E. Eager Street	5-12	20	Grab and Go Breakfast and Lunch	Dist. 4-6pm	20	20	Carroll F. Cook Rec Center
Center for African American Male Engagement	4910 Park Heights Avenue; 2nd Floor	5-12	50	Grab and Go Breakfast and Lunch	Dist. 8:30am to 12:30pm	20	50	Center for African American Male Engagement
Central Learning Center	700 Walnut Ave	5-12	200	Grab and Go Breakfast and Lunch	Dist. 9am-12pm	8	200	Central Learning Center
City of Refuge	901 Pontiac Ave	5-12	100	Grab and Go Breakfast and Lunch	Dist. 10am-12pm	20	100	City of Refuge
Created For So Much More Worship Center	701 Cherryhill Road	5-12	100	Grab and Go Breakfast and Lunch	Dist. 12-2pm	20	100	Created For So Much More Worship Center
Easterwood Rec	1522 Bentalou Street	5-12	20	Grab and Go Breakfast and Lunch	Dist. 3:30-4:30pm	20	20	Easterwood Rec

Ernetta Paradise of Fun DayCare Center	3403 Erdman Ave	5-12	11	Grab and Go Breakfast and Lunch	Dist. 8am-12:30pm	20	11	Ernetta Paradise of Fun DayCare Center
FFG @ Redemption Church	1401 Towson Street	5-12	100	Grab and Go Breakfast and Lunch	Dist. 10:30am-2:30pm	20	100	FFG @ Redemption Church
Harlem Park Rec	700 North Calhoun Street	5-12	20	Grab and Go Breakfast and Lunch	Dist. 4-6pm	4	20	Harlem Park Rec
Herring Run Rec Center	5001 Sinclair Lane	5-12	20	Grab and Go Breakfast and Lunch	Dist. 4-6pm	20	20	Herring Run Rec Center
Italian Cultural Center	315 Homeland Southway	5-12	100	Grab and Go Breakfast and Lunch	Dist. 10am to 5pm	20	100	Italian Cultural Center
James D. Gross	4600 Lanier Ave	5-12	60	Grab and Go Breakfast and Lunch	Dist. 4-6pm	20	60	James D. Gross
Joy Baltimore 2	2211 Maryland Ave	5-12	50	Grab and Go Breakfast and Lunch	Dist. 10:30am-12:30pm	20	50	Joy Baltimore 2
Liberty Rec & Tech	3901 Maine Ave	5-12	150	Grab and Go Breakfast and Lunch	Dist. 10am-6pm	20	150	Liberty Rec & Tech
Morrell Park Rec Center	2601 Tolley Ave	5-12	16	Grab and Go Breakfast and Lunch	Dist. 4-6pm	20	16	Morrell Park Rec Center
Power House	316 S. Caroline Street	5-12	100	Grab and Go Breakfast and Lunch	Dist. 10am-3pm	20	100	Power House
Robert C. Marshall Rec	1201 Pennsylvania Ave	5-12	100	Grab and Go Breakfast and Lunch	Dist. 4-6pm	20	100	Robert C. Marshall Rec

Roosevelt Rec Center	1221 W. 36th Street	5-12	30	Grab and Go Breakfast and Lunch	Dist. 4-6pm	20	30	Roosevelt Rec Center
Solo Gibbs	1044 Leadenhall Street	5-12	30	Grab and Go Breakfast and Lunch	Dist. 11-12pm	20	30	Solo Gibbs
St. Francis Neighborhood Center	2405 Linden Ave	5-12	45	Grab and Go Breakfast and Lunch	Dist. 3:30-6pm	12	45	St. Francis Neighborhood Center
Sunny Brook Child Care Center	540 Old Town Mall	5-12	26	Grab and Go Breakfast and Lunch	Dist. 2:30-3:30		26	Sunny Brook Child Care Center

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

21- DAY MENU

Agency created menu / Applicant created menu

School Meals CACFP SFSP

Age range: 5-18

Breakfast Lunch Supper Snack

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

PROPOSAL PER MEAL PRICES

A. **Breakfast:**

SFSP \$_____ each

B. **Lunch:**

SFSP \$_____ each

C. **Supper:**

SFSP \$_____ each

D. **Snack:**

SFSP \$_____ each

PROPOSAL BOND INFORMATION

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

PROPOSAL BOND = \$

PROPOSAL PERFORMANCE BOND = \$

Applicant 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 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 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.

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

AGENCY: _____
Authorized Signature _____
Title _____
Date _____
ATTEST: _____

VENDOR/FSMC: _____
Authorized Signature _____
Title _____
Date _____
ATTEST: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

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.