



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Marc Elrich
County Executive

Raymond L. Crowel, Psy.D.
Director

April 4, 2022

SOLICITATION ADDENDUM #1
OPEN SOLICITATION #1049656
Page 1 of 1 FOR THE PROCUREMENT: for
Nutrition Service Providers

THE FOLLOWING CHANGES ARE APPLICABLE TO THE OPEN SOLICITATION:

Change #1

The NOTICE TO VENDORS section is updated to replace the contact information for questions on the application process. Any prospective vendor questions regarding the Open Solicitation process or services to be provided should be emailed to:

HHS.Open.Solicitations@montgomerycountymd.gov

THERE ARE NO OTHER CHANGES

THE SOLICITATION PROVISION ENTITLED "SOLICITATION ADDENDUM" IS APPLICABLE TO THIS ADDENDUM. THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED OPEN SOLICITATION

ISSUED BY: *Victoria J. Seubland for*
Raymond L. Crowel, Psy.D., Director, Department of Health and Human Services

Office of the Director

OPEN SOLICITATION #1049656

Nutrition Service Providers

<p>Open Solicitation Plan Open Solicitation #1049656 – Nutrition Service Providers</p>
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As required by Montgomery County Procurement Regulations, Code of Montgomery County Regulations (COMCOR), Section 11B.00.01, et seq., Section 4.1.6.3 (a), the Department of Health and Human Services (DHHS) / Aging and Disability Services is submitting this Open Solicitation Plan for approval by the Director, Office of Procurement, Montgomery County, Maryland.

Section 4.1.6.3 Procedure

Public Notice – Notice for this solicitation will be posted on the Montgomery County (County), Office of Procurement website. Additionally, a copy of the notice will be sent to current service provider(s) with contract(s) awarded under Open Solicitation #9645140164.

- (1) Application Process – Interested applicants may obtain a complete packet of the Open Solicitation by contacting the Contract Management Team at 240-777-1562. The solicitation packet includes the following: 1) the Notice to Vendors; 2) the Instructions to Vendors; 3) the pre-approved Form Contract including the General Conditions of Contract Between County and Contractor, and all other attachments. Applicants must submit all required documents as described under Instructions to Vendors document.
- (2) Criteria for accepting or rejecting applications – The solicitation packet contains the minimum qualifications (set forth in Article III., Minimum Qualifications of the Pre-Approved Contract) for services upon which applicants will be accepted. Applications will be reviewed by DHHS staff for acceptance or rejection, based on the minimum qualifications.
- (3) All applicants meeting the minimum qualifications listed in the Pre-Approved Contract will be eligible to receive contracts to provide services described in the Open Solicitation. The services to be provided under a contract resulting from this Open are consumer-driven, in that Contractors will be placed on a list of current providers of meals for seniors and consumers may choose a provider based on personal preference, openings available in the program, location/geographical accessibility, transportation availability, and cultural capability, including language capability.
- (4) Pre-Approved Form Contract – Applicants will be required to execute a contract with the County using the Pre-Approved Form Contract (the “Form Contract”), including the General Conditions of Contract Between County and Contractor (“General Conditions”), and other attachments without modification.
- (5) Cost – The cost of contracts will not exceed available appropriations. Funds will be encumbered in purchase orders issued under the contracts by the Office of Procurement.
- (6) Cancellation – The County reserves the option to cancel this Open Solicitation at any time. Award of a contract under this Open Solicitation is subject to fiscal appropriations.

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Nutrition Service Providers

NOTICE TO VENDORS

Montgomery County, Maryland (The County), through its Department of Health and Human Services (DHHS) Aging and Disability Services, Senior Nutrition Program is seeking applications from qualified and competent entities to serve as Nutrition Service Providers (NSPs) for various ethnic groups for congregate meal sites in Montgomery County, Maryland, serving senior adults over age 60. The County wishes to continue its promotion of better health for seniors through improved nutrition and wishes to reduce isolation by fostering socialization in settings where older adults can obtain supportive services such as nutrition education and physical fitness activities. Approved contractors will provide nutrition sites and management of those sites, as well as ethnic meals and health promotion activities for clients.

All applicants must have the capacity to provide lunch meals that meet the current Meal Requirements listed in Attachment D (Maryland Department of Aging Senior Nutrition Program Menu Policies) of the Pre-Approved Form Contract. Attachment D complies with requirements mandated by the Maryland Department of Aging and may be updated from time to time. If the County decides to modify Attachment D, a copy of the revised Attachment D will be provided to the Contractor by program staff and Contractor must comply with the most current version of Attachment D provided by County program staff. All Applicants must also have the capacity to provide activities for senior/older adults (hereinafter referred to as “Participants”) to include, but are not limited to, nutrition education activities at least twice per year, physical fitness activities daily, and other activities designed to meet the needs of senior adults.

All Applicants must have the capacity to provide a mechanism by which participants can make voluntary financial contributions for meals provided under this Contract. All contributions must be used to provide additional meals under the program. The Contractor must collect any such contributions from participants and report the contributions to the County within ten (10) calendar days after the close of each month. The Contractor must account for the use of contributions to the County as requested. Applicants must also have the capacity to provide the required records and reports as described in Article IV of the Pre-Approved Form Contract. Applicants must be willing and able to submit these materials to the County within ten (10) days after the close of each month.

Applicants wishing to serve as NSPs under this Open Solicitation must comply with all applicable licensing requirements and guidelines listed under Article III – Minimum Qualifications of this Open Solicitation for the services provided.

A complete description of the Scope of Services is provided in the Open Solicitation packet. ~~Interested providers/applicants may obtain a packet by contacting the Contract Management Team at 240-777-1562 to request a copy of Open Solicitation #1049656 or by visiting~~ <http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>.

Any prospective vendor questions regarding the Open Solicitation process or services to be provided should be emailed to:
HHS.Open.Solicitations@montgomerycountymd.gov

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Compensation for services rendered under a contract resulting from this Open Solicitation will be based on a “per-meal-provided” basis. The per-meal rate provided for each contract resulting from this solicitation will be a uniform fixed rate determined by the County for each federal fiscal year (October 1 through September 30) the contract is in effect. The initial per meal rate will be set forth in Article VI., Compensation, of the Pre-Approved Form Contract. Any change to the established per meal rate will be set forth on a Meal Rate Schedule for this Open Solicitation which will be posted on the DHHS website at <http://www.montgomerycountymd.gov/hhstmpl.asp?url=/content/hhs/cmt/rates.asp>. The Contractor is responsible for checking the website listed above at the beginning of each federal fiscal year (beginning October 1) to obtain a copy of the current Meal Rate Schedule.

All applicants meeting the minimum qualifications listed under Article III of the Pre-Approved Form Contract of this Open Solicitation will be awarded a contract for services.

The County does not guarantee that any contractor will serve clients, or receive a minimum number of clients per month from the County under a contract resulting from this Open Solicitation.

The services to be provided under contracts resulting from this Open Solicitation are consumer-driven, in that Contractors will be placed on a list of current providers of meals for seniors, and participants may choose providers based on personal preference, availability of openings in the program, location/geographical accessibility, transportation availability, and cultural capability, including language capability.

The County reserves the right to cancel this Open Solicitation at any time.

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INSTRUCTIONS TO VENDORS

The County will enter into a contract with each applicant who meets the minimum qualifications stated in Article III – Minimum Qualifications, of the Pre-Approved Form Contract and are found to be a responsible organization. If an application is accepted and approved, and that organization is found to be responsible, the County will execute the Pre-Approved Form Contract and return a copy to the Applicant. All applicants awarded contracts under this Open Solicitation must sign the Pre-Approved Form Contract which includes the County's General Conditions of Contract Between County and Contractor. The Pre-Approved Form Contract with all Attachments will constitute the entire Contract. Please keep a copy of all these documents for your records.

Applicants are strongly encouraged to carefully review all of the documents and information provided with this packet before completing and returning the Application and the Pre-Approved Form Contract.

Once an applicant receives notice from the County that the contract has been executed, and receives an executed Purchase Order from the County, the organization may begin providing services to clients.

Submission Documents – The following items must be submitted

- A. Form Contract and Contract Attachments—the form contract must be filled out correctly and submitted. Please follow these steps:
1. **Sign the Form Contract** – If the applicant is a corporation, an officer of the corporation with authority to sign contracts for the corporation must sign the Form Contract.
 2. **PLEASE PUT YOUR ORGANIZATION'S NAME ONLY IN THE PARAGRAPH AT THE TOP OF THE PAGE. ENTER A DATE ONLY IN THE SIGNATURE BLOCK.**
 3. Submit ALL pages of the Form Contract (not just the signature page), including the attachments listed below:
 - a. General Conditions of Contract Between County & Contractor, (Attachment A).
 - b. Participant Registration Form (Attachment B).
 - c. Guidelines for Agreement with Meal Provider (Attachment C).
 - d. Maryland Department of Aging Senior Nutrition Program Menu Policies (Attachment D).
 - e. DHHS Senior Nutrition Program Measures (Attachment F).
 - f. DHHS Senior Nutrition Program Congregate Meal Survey Form (Attachment G).
 - g. DHHS Senior Nutrition Program Activities Log (Attachment H).
 - h. DHHS Senior Nutrition Program Menu and Donations Log (Attachment I).
- B. Application Documents - The following attachments are required and must be completed in its entirety and submitted, or the application will be rejected:

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- a. DHHS Senior Nutrition Program Components of Meal Cost form (Attachment E).
 - b. Minority Business program & Offeror's Representation (Attachment J).
This form may be filled out and submitted if applicable to the applicant's organization.
 - c. Minority, Female Disabled (MFD) Person Subcontractor Performance Plan. (Attachment K) –Please submit your MFD Plan, or request a waiver.
 - d. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor. (Attachment L).
- C. Certificate(s) of Insurance - Applicants must provide evidence of meeting the insurance requirements set forth in Article VIII of the Pre-Approved Form Contract. Contact your insurance broker to obtain the Certificate based on the Mandatory Insurance Requirements contained in this solicitation.
- D. Licenses/Certifications – Copies of all required licenses and certifications as listed in Article III. - Minimum Qualifications of the Pre-Approved Form Contract as required by the State of Maryland, and federal regulations for nutrition services.
- E. Proof of legal name – Articles of Incorporation and Articles of Amendment, if applicable.
- F. Proof of Good Standing with the State of Maryland Department of Assessments and Taxation Business Services (<http://sdat.resiusa.org/ucc-charter/default.aspx>) - if applicable
- G. W-9 Tax form or copy of Social Security card, if Sole Proprietorship.
- H. Proof of tax-exempt status – Determination Letter from IRS, if applicable.
- I. A brief description of the organization and its mission, as well as a brief narrative description of the organization's ability to provide the services described in the Pre-Approved Form Contract. Narratives must include descriptions of any relevant experience in providing the same or similar services as described in this Open Solicitation.
- J. A plan to meet the requirements specified in the Pre-Approved Form Contract. The plan must include the location and number of all proposed nutrition site(s), staffing for the site(s), descriptions of proposed schedule and health promotion activities, a description of the applicant's procedures for obtaining voluntary and anonymous financial contributions for the meals, and a description of the applicant's procedures for providing all of the required records and reports to the County. In addition, each applicant must clearly indicate which ethnic group(s) will be targeted for services under its Contract.

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- K. Applicants must submit the following: (a) a sample four- to six-week cycle menu (cycles must change a minimum of three (3) times per year); and (b) if applicable, a copy of the Agreement with Meal Provider, the meal provider's food service license, and a recent inspection report from Montgomery County's Licensure and Regulatory Services pertaining to the Meal Provider's site and license.
- L. Applicants must accurately complete the Components of Meal Cost form (Attachment E to the Pre-Approved Form Contract) and submit it with the application. The completed Components of Meal Cost form must include a breakdown of the cost of each meal to be provided, including the cost of meals, delivery, supplies, site rental(s), food service license(s), staff, programming, and insurance. For each year that the Contract is in effect, the Contractor must submit the Components of Meal Cost Form. The Contractor must indicate on the form the total number of meals to be served on an annual basis and the total amount of funding requested for the year. The Contractor must submit the Components of Meal Cost Form by July 31st of each year the Contract is in effect. The information provided on this Form by all contractors with a Contract under this Open Solicitation will be one of the factors considered by the County when determining whether the uniform per-meal rate should be changed.

All Applicants must complete and send all of the above listed submissions documents (Items A through L above) to:

Montgomery County, Maryland
Department of Health and Human Services
Senior Nutrition Program
401 Hungerford Drive, 4th floor
Rockville, MD 20850
Attention: Melanie Polk, Director

All technical questions relating to this Open Solicitation should be directed to Melanie Polk, Director of the Senior Nutrition Program, at 240-777-3053.

All other questions (e.g., application process, insurance, contract execution) should be directed to Lisa M. Colburn, Senior Contract Manager, at 240-777-1163.

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I. BACKGROUND/INTENT

Montgomery County, Maryland, through the Department of Health and Human Services (DHHS) Aging & Disability Services' Senior Nutrition Program (SNP), is seeking entities to serve as Nutrition Service Providers (NSPs), to provide nutrition sites and manage the sites. Services will include the provision of ethnic meals, and programs for ethnic groups such as: Kosher, African-American, Chinese, Korean, Vietnamese, Latino, and other ethnic groups. Applicants have the option to become a Nutrition Service Provider for one or more groups. Programs to be provided for seniors at the nutrition sites include physical fitness, nutrition education, and other opportunities for socialization to support seniors.

Congregate nutrition services are funded under the federal Older Americans Act of 1965, 42 U.S.C. § 3001 et seq. The goal of the Older Americans Act is to promote the dignity and independence of older people, helping them to stay active and healthy, able to make informed decisions about health and long-term care options, and to remain in their homes and communities as long as possible. The goal of SNP is to promote better health through improved nutrition, reduce isolation through socialization, and coordinate programs with other supportive services. Nutrition services are available to everyone age 60 and over and their spouse of any age. The Older Americans Act requires that preference be given to those with the greatest economic and social need, with particular attention to low-income older individuals including low-income minority older individuals and older individuals with limited English proficiency. Thus, the County's SNP is especially interested in serving low-income minority seniors.

II. SCOPE OF SERVICES

The Contractor must provide the services as described below:

- A. The Contractor must provide nutrition services to all eligible residents in Montgomery County. The Contractor must follow the eligibility criteria listed below:
 - 1. persons 60 years of age and their spouse of any age;
 - 2. persons with disabilities under 60 years of age who live with and accompany persons eligible in A. 1, above.; or
 - 3. persons with disabilities under 60 years of age who live in a building where a nutrition site is located.
- B. The Contractor must serve residents with disabilities in accordance with the Maryland Department of Aging policies and the federal Americans with Disabilities Act.

In the case of on-site meals prepared by the Contractor, the site must meet all state and local regulations for meal preparation and a licensed Food Service Manager must be present for the duration of each meal preparation and service. If the meals are provided by an entity other than the Contractor, the Contractor must have a written agreement between the Contractor and the Meal Provider. The meal provider, which may be either the Contractor or an entity under contract with the Contractor, must

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meet State and local sanitation regulations. Contracts between the Contractor and the meal provider must meet the guidelines listed in Attachment C - Guidelines for Agreement with Meal Provider. A copy of the Contractor's or the Meal Provider's Food Service license and a recent health inspection report must be provided to the County's SNP before the Contractor or Meal Provider can begin serving meals to participants.

All Meal Providers must be approved by the SNP prior to providing meals to the Contractor for participants.

- C. The Contractor must provide meals that meet federal and state requirements under the Older Americans Act. The Contractor must develop menus that are in accordance with the latest Menu Standards described in Attachment D-Senior Nutrition Program Menu Policies. The Contractor's menus must be approved by the SNP before they are used. If the menus change, the new menus must be approved by the SNP before they are used.
- D. The Contractor's nutrition site(s) may be located in a variety of settings. The Contractor's site(s) must:
1. comply with State and local sanitation regulations;
 2. have a current Food Service Facility license, issued by Montgomery County, Maryland;
 3. have a certified food service Manager to supervise meal service or meal preparation at the sites;
 4. be open a minimum of four (4) hours per day of service; and
 5. **effective January 1, 2016**, use only compostable or recyclable food service products, in accordance with the Montgomery County ban on the use of polystyrene foam.

If the Contractor wishes to add additional nutrition sites during the term of the Contract, the sites must first be approved by the SNP.

- E. The Contractor must provide a Site Director for each nutrition site and arrange planned publicized activities for the participants in advance. At a minimum, these activities must include the following:
1. Evidence-based nutrition education two times per year with accurate records kept of the number of participants in attendance;
 2. Physical fitness daily, and other health-related activities;
 3. Nutrition screening of each participant on the day they first participate and annually as requested by SNP (using the Participant Registration Form); and
 4. Other activities designed to meet the interests and needs of seniors.
- F. The Contractor must provide a mechanism for participants to make voluntary and anonymous financial donations. All donations will be kept by the Contractor and must be used to provide additional meals to the participants. However, Contractor must

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report amounts received to SNP monthly and submit the report along with the monthly invoices. The Contractor must supervise monthly expenditures from these funds by keeping all receipts for a period of five (5) years and must be prepared to provide access to these records to the County during annual monitoring.

- G. The Contractor must complete and submit Attachment E - Components of Meal Cost Form, by July 31st each year the Contract is in effect.
- H. The County may perform unannounced, on-site monitoring visits to evaluate the provision of services in accordance with the terms of the Contract. The Contractor must keep program files for a period of three (3) years and allow access of these files to the County.

III. MINIMUM QUALIFICATIONS

All applicants meeting the minimum requirements listed below will be eligible to receive a Contract. The Contractor must comply with these “Minimum Qualifications” for the duration of the contract term.

- A. The Contractor, or their contracted meal provider, must have a current Food Service Facility license, issued by Montgomery County, Maryland; and have a certified Food Service Manager to supervise meal service or meal preparation at the sites.
- B. The Contractor must have the capacity to serve as a Nutrition Service Provider (NSP) to include the provision and management of nutrition site(s) that meets all the requirements listed under Article II – Scope of Services and the provision of ethnic meals and health promotion activities for the participants.
- C. The Contractor must have the capacity to provide meals that are in accordance with the Menu Standards listed in Attachment D- Senior Nutrition Program Menu Policies to the Pre-Approved Form Contract.
- D. The Contractor must have the capacity to provide a mechanism for participants to make voluntary and anonymous financial contributions for the meals provided.
- E. The Contractor must have the capacity to provide the required records and reports (including but not limited to records of participants, meals served, expenses, and donations) as described in Article IV –Records and Reports of this Contract.
- F. Final approval of an applicant to provide services under the Contract will require evidence of a food service license for each site and may be contingent upon a visit to the nutrition site and approval by the Director, Senior Nutrition Program, and at the sole discretion of the County. The purpose of the visit will be to determine whether the site(s) and staffing meet(s) the requirements of the Contract.
- G. All applicants must accept the County’s fee structure that is detailed in Article VI – Compensation, of this Contract.

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- H. All Contractors must comply with the County's Mandatory Insurance Requirements as set forth under Article VIII of this Contract, and must provide an insurance certificate(s) evidencing the required insurance coverage.

IV. RECORDS AND REPORTS

- A. The Contractor must complete both sides of Attachment B - Participant Registration Form for each person who receives one or more meals, on the first day of their participation, and send these forms to SNP at the end of each month. The Participant Registration Form includes a Nutrition Checklist for nutrition screening. The Contractor is responsible for ensuring that participants fully complete the Participant Registration Form.
- B. On an annual basis and at the direction of the SNP, the Contractor must ask each participant to complete both sides of the form again, updating the information provided. The Contractor must gather all responses and submit to the SNP by the required deadline.
- C. The Contractor must work with SNP to determine the relevant outcomes of providing nutrition services to participants in accordance to the Program Measures described in Attachment F -Senior Nutrition Program Measures.
- D. The Contractor must also administer and collect an annual survey from the participants using Attachment G – Senior Nutrition Program Congregate Meal Survey Form. The survey forms will be provided by SNP and must be submitted as requested by SNP.
- E. At the end of each month, the Contractor must submit with the monthly invoices to the SNP the following information:
1. participants' names with number of meals per participant;
 2. the identity of the meal service provider(s) and verification that menus approved by the SNP were used for meals served;
 3. number of eligible meals served and donations received;
 4. a schedule of health-promotion activities provided during the month, and
 5. meal temperatures for both hot and cold food taken on a daily basis.

All forms for these reports can be found in the SNP Policies and Procedures Manual. The Manual will be provided to the Contractor upon execution of the Contract.

- F. As a result of changing State of Maryland or Federal requirements, the Senior Nutrition Program may need to impose additional information requirements from time to time.

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V. TERM

This Contract is entered into on the date of signature by the County's Director, Office of Procurement, and will be for a period ending on the second September 30th following the effective date of the contract. Before the Contract term ends, and subject to fiscal appropriations, the Director may (but is not required to) renew this Contract, if the Director determines that renewal is in the best interests of the County. Contractor's satisfactory performance does not guarantee renewal of this Contract. The County shall have the option to extend this Contract for two (2) additional two-year terms.

VI. COMPENSATION

- A. The County will compensate the Contractor on a fixed per-meal rate basis. The County will establish the per-meal rate for each federal fiscal year based on the availability of funds, the number of meals to be served, and the data provided on the Components of Meal Cost forms submitted by the Contractors under this Open Solicitation. For the federal fiscal year that runs through September 30, 2016, the County will compensate the Contractor for services provided under this Contract at the meal rates established by the County and published at <http://www.montgomerycountymd.gov/HHS-program/coo/contractmgmt/cmtcursolicits.html>
- B. The County may, at its option and as fiscal appropriation allows, adjust the Approved Meal Rate Schedule for this Solicitation at the beginning of the Federal Fiscal Year (i.e., October 1). The Contractor is responsible for checking the website listed above at the beginning of each federal fiscal year (beginning October 1st) to obtain a copy of the County's current Approved Meal Rate Schedule. The County will ensure that the compensation rates on the Approved Meal Rate Schedule are fair and reasonable. Adjustment of the Approved Meal Rate Schedule for this Solicitation will be accomplished without having to reissue this Open Solicitation.
- C. The County will issue a Purchase Order(s) to the Contractor for each federal fiscal year the Contract is in effect. No services under this Contract must begin until the Contractor receives from the County a Purchase Order. The Contractor must not perform any services in excess of the amount stated on the Purchase Order. The County will not pay the Contractor for services performed that exceed the Purchase Order amount(s) issued under this Contract.
- D. Compensation to the Contractor must not exceed funds encumbered to this Contract in the Purchase Order issued to the Contractor. The Contractor is responsible for monitoring the services it performs and charges against any issued Purchase Order(s) to ensure that it does not perform services in excess of issued Purchase Order(s) amounts.

VII. INVOICES

The Contractor must submit a monthly invoice to the County in a format approved by the County for meals served to eligible participants no later than ten (10) days following the end

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of each month. The Contractor must include on each invoice the contract number, date services were provided, and purchase order number. The Contractor must also submit the required forms and reports as required in Article IV. Records and Reports, Paragraph A-E with the monthly invoices. Upon receipt, acceptance, and approval of the Contractor's invoice, the County will make payment, net 30 days, at the rates specified in Article VI, Compensation. All required reports and other supporting documentation must be provided with the Contractor's monthly invoice. Invoices must be sent to the Program Monitor designated by the County.

VIII. GENERAL CONDITIONS AND INSURANCE

The attached General Conditions of Contract Between County and Contractor (Attachment A) are incorporated by reference and made part of this Contract. The following insurance requirements supersede those outlined in the General Conditions:

Prior to the execution of the Contract by the County, the Contractor must obtain, at their own cost and expense, the *minimum* following insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this Contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the Contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as a limitation of any potential liability on the part of the Contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of Contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary. Subject to applicable law, the insurance companies providing insurance coverage, as referenced in this Contract, may not limit coverage to their insured, or the County as an additional insured, to stated minimum amount(s) of insurance referenced in this Contract.

Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence and ***two million dollars (\$2,000,000)*** aggregate, including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations
- Volunteers may not be excluded

Automobile Liability Coverage

A minimum limit of liability of ***one million dollars (\$1,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

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Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limits

Bodily Injury by Disease - \$100,000 each employee

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be included as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this Contract. The Additional Insured endorsements shall have no added exclusions or limitations of coverage to limits of liability contractually required; or percentage of negligence attributed to the named insured. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to Customer and failure to request evidence of this insurance shall in no way be construed as a waiver of Contractor's obligation to provide the insurance coverage specified.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
DHHS/CMT/ Lisa M. Colburn
401 Hungerford Drive, 6th fl
Rockville, Maryland 20850

IX. PRIORITY OF DOCUMENTS

The following documents are incorporated by reference into and made part of this contract and are listed in order of legal precedence below in the event of a conflict in their Terms:

- A. This Contract document;
- B. The General Conditions of Contract Between County And Contractor (Attachment A)
- C. Participant Registration Form (Attachment B)
- D. Guidelines for Agreement with Meal Provider (Attachment C)
- E. Maryland Department of Aging Senior Nutrition Program Menu Policies (Attachment D)
- F. DHHS Senior Nutrition Program Components of Meal Cost form (Attachment E)
- G. DHHS Senior Nutrition Program Measures (Attachment F)
- H. DHHS Senior Nutrition Program Congregate Meal Survey Form (Attachment G)
- I. DHHS Senior Nutrition Program Activities Log (Attachment H)
- J. DHHS Senior Nutrition Program Menu and Donations Log (Attachment I)

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Signature Page

This Contract, which incorporates by reference: the Instructions to Vendors, the Notice to Vendors, the Approved Form Contract with attached General Conditions of Contract Between County and Contractor, Attachment A and Attachment B, C, D, E, F, G, H, and I, copies of which have been provided to the Contractor, is entered into by and between _____ (the "Contractor") and Montgomery County, Maryland, (the "County"). This Contract is entered into on the date of signature by the Director, Office of Procurement, and will become effective on _____, by signature of the Director, Office of Procurement. This Contract and any renewals or extensions of this Contract are subject to the appropriation of funds.

Part A: Contractor's Offer to Provide Services:

(Prospective Contractor Must Complete)

Contracting Corporation, Partnership, Limited Liability Company OR Proprietorship

Agency Name

Signature*

Typed

Title

Date

Part B: County Acceptance:

MONTGOMERY COUNTY, MARYLAND

Cherri Branson, Director
Office of Procurement

Date

RECOMMENDATION

Uma S. Ahluwalia, Director
Department of Health and Human Services

Date

This form has been approved as to form and legality by the Office of the County Attorney.

*** Must be signed by corporate officer or person legally authorized to bind organization to a contract.**

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ATTACHMENT A
GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

- A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:
- (1) serve as liaison between the County and the contractor;
 - (2) give direction to the contractor to ensure satisfactory and complete performance;

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- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
 - (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
 - (5) accept or reject the contractor's performance;
 - (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
 - (7) prepare required reports;
 - (8) approve or reject invoices for payment;
 - (9) recommend contract modifications or terminations to the Director, Office of Procurement;
 - (10) issue notices to proceed; and
 - (11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.

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- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

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TABLE A. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

	<u>CONTRACT DOLLAR VALUES (IN \$1,000's)</u>			
	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

*Professional services contracts only

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TABLE B. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

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22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. PROTECTION OF PERSONAL INFORMATION BY GOVERNMENT AGENCIES

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

28. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

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29. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

30. TIME

Time is of the essence.

31. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

32. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

DHHS, Aging & Disability Services
SENIOR NUTRITION PROGRAM

PARTICIPANT REGISTRATION

Date_____

Name_____

Last

First

MI

Address_____

City_____State_____Zip Code_____

Phone Number_____ Primary Language:_____

Date of Birth____ - ____ - 1 9 _____☐ Male ☐ Female

Emergency Contact Name_____

Last

First

Emergency Contact Phone No _____ - _____ - _____

At which lunch sites do you usually eat?_____

Ethnicity:

- ☐ African American
- ☐ American Indian/Alaskan
- ☐ Asian/Pacific Islander
- ☐ Latino
- ☐ White

Lives Alone?:

- ☐ Yes
- ☐ No

**Income:** Below Poverty? ☐ Yes ☐ NoAnnual income under \$ 11,770/one person
or under \$ 15,930/two persons

• Rate your Nutritional Health •

Read each statement below. Circle the number in the YES column for statements that apply to you.

YES

I have an illness/condition that made me change the kind and/or amount of food I eat.	2
I eat fewer than 2 meals per day.	3
I eat few fruits or vegetables or milk products each day.	2
I have 3 or more drinks of beer, wine or liquor almost every day.	2
I have tooth or mouth problems that make it hard for me to eat.	2
I don't always have enough money to buy the food I need.	4
I eat alone most of the time.	1
I take 3 or more different prescribed or over-the-counter drugs each day.	1
Without wanting to, I have lost or gained 10 pounds in the last 6 months.	2
I am not always physically able to shop, cook and/or feed myself.	2

To get your score: Add the circled numbers above.

TOTAL SCORE: _____

If your score is -

0 - 2 **Good!** Recheck your score in 6 months.

3 - 5 You are at **moderate nutritional risk**. Discuss this with your doctor or dietitian or contact the Senior Nutrition Program.

6 or more You are at **high nutritional risk**. Talk to your doctor or dietitian or contact the Senior Nutrition Program to improve your nutritional health.

Please check: ___male ___female Live alone? ___yes ___no

Age: ___64 and under ___65 to 74 ___75 to 84 ___85+

Date_____ Name_____ Site_____

**Department of Health & Human Services
Senior Nutrition Program**

GUIDELINES for AGREEMENT with MEAL PROVIDER

The Agreement must be typed on letterhead paper for the ethnic program or the Meal Provider and signed and dated by both parties. If it is typed on the ethnic program's letterhead, the name, address and telephone number of the Meal Provider must be given in the Agreement.

The following must be included in the agreement:

- (1) Cost of each meal with a statement that payment is to be made by the ethnic program.
- (2) Procedure to order meals including when they will be ordered, day(s) of service and approximate number of meals each day.
- (3) Procedure to transport the meals to the ethnic program:
 - Include who will transport the meals and time of pick-up or delivery to the site.
 - Food must be put in insulated carriers just before the driver leaves the meal provider's kitchen.
 - At departure, food temperatures must be taken, and must be at least 160°F. (hot food) **or** no more than 41°F. (cold food).
 - At arrival at the site, food temperatures must be taken and must be at least 135°F (hot food) **or** no more than 41°F. (cold food).
- (4) Meal requirements with sample menus for four (4) weeks.
- (5) A statement regarding other items for the meal than food (for example, disposable products) that will be provided by the Meal Provider.
- (6) A statement regarding any items for the meal, including food that will be provided by the ethnic program.
- (7) Duration of the agreement, stating that total meals will not exceed _____, and total amount will not exceed \$_____.
- (8) Notice required to terminate the agreement.

MARYLAND DEPARTMENT OF AGING SENIOR NUTRITION PROGRAM MENU POLICIES

I. PURPOSE

Menu standards are developed to sustain and improve Senior Nutrition Program (SNP) participants' health through the provision of safe and nutritious meals using specific guidelines. These guidelines shall be incorporated into all requests for proposals/bids, contracts and open solicitations for meals.

Each meal served by the Older Americans Act-funded nutrition services provider must meet the current USDA/HHS Dietary Guidelines and must contain at least 33-1/3 percent of the current Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board of the National Academy of Science-National Research Council, 66-2/3 if two meals are provided and 100 percent of the DRI if 3 meals are provided per day.

Requirements For Two Meals Daily

1. Congregate and home delivered meal providers serving two meals per day must furnish a total of two-thirds of the RDA.
2. If the two meals are not served to the same population, **each** meal must meet the requirements for one meal.
3. In the senior center environment, it is difficult to track whether the populations are the same. If unknown, it is assumed that the participants are two different populations and each meal must meet the requirements for one meal per day.

Requirements for Three Meals Daily

1. Congregate and home delivered meal providers serving three meals per day to the same population must provide 100% of the RDA.
2. In the senior center environment, it is difficult to track whether the populations are the same. If unknown, it is assumed that the participants are different populations and each meal must meet the requirements for one meal per day.

In order to comply with federal Older Americans Act regulations, Maryland-based SNP programs will begin implementing a progressive reduction in sodium per meal (averaged over one month) which includes:

1,400 mg, effective FY2014 (October 1, 2013)
1,200 mg, effective FY2015 (October 1, 2014)
1,000 mg, effective FY2016 (October 1, 2015)

Section VI, B. (Protein Foods) contains additional guidance for meeting these sodium requirements for SNP programs that do not utilize nutrient analysis.

A key goal of the SNP is nutrition education. Menus can be an excellent vehicle to relate the beneficial nutrient content of our meals to clients, their families and potential referral sources. AAAs are encouraged produce menu materials that reflect how their menus meet the 2010 Dietary Guidelines by use of graphics, icons and other tools. The Dietary Guidelines and associated nutrition education materials can be found at <http://health.gov/dietaryguidelines/2010.asp>.

The 2010 Dietary Guidelines established subgroups within the fruits and vegetables category, which are reflected in a new, optional meal pattern categories and RD Approval Form.

II. NUTRITIONAL ASSURANCES

Each AAA is responsible for ensuring that meals served by SNPs meet the Maryland Department of Aging (MDoA) Menu Policies requirements. The nutritional value of menus shall be confirmed either by (1) Nutrient Analysis or (2) conformance to the Meal Pattern. It is the AAA/SNPs responsibility to determine whether Nutrient Analysis or Meal Patterns will be utilized to plan a menu and evaluate its nutritional sufficiency. See Appendix A for Menu Approval Forms.

A. Nutrient Analysis versus Menu Pattern Requirements and Approval

In every case, a planned SNP menu must be reviewed and approved by a Registered Dietitian (RD). AAAs may choose whether to utilize either the Nutrient Analysis or either one of the two Menu Pattern approval processes for each menu type served.

Catering Contract Tip:

SNPs may require a contractor to have a dietitian on staff to certify their menus

I. Nutrient Analysis:

SNPs utilizing this option for menu review are not required to meet the Menu Pattern requirements. SNPs may utilize this option if either the organization or their contractor, has access to nutrient analysis software and the program utilized incorporates accurate information regarding the actual foods served. Examples of nutrient analysis software include:

Computrition – www.computrition.com

Food Processor, ESHA Research – www.esha.com

DINE Healthy – www.dinesystems.com

Mealformation Software – www.mealformation.com

NutriBase Software – www.nutribase.com

In addition, meal-based nutrient calculation is available at no cost at – www.supertracker.usda.gov

Catering Contract Tip:

SNPs may consider requiring a contractor to provide nutrient analysis for review on a periodic basis, for example quarterly, or at the initiation of a contract even if they plan to review menus using a Menu Pattern Approval Form.

II. Meal Pattern (Two Types: Standard or Sub-Group)

A menu may be reviewed and approved by an RD using the Meal Pattern method. This method is typically employed when an RD does not have access to nutrient analysis software, but may also be selected for other reasons, such as

ease of use when making substitutions. A menu item (eg, broccoli, chicken) may only count towards meeting one meal pattern component, unless otherwise noted in the MEAL PATTERN REQUIREMENTS section.

An AAA may choose whether the RD reviewing their menus shall utilize the Standard or Sub-Group of approval.

Careful appraisal of the actual foods purchased and utilized in the preparation of the meals is therefore required in order to adequately determine whether the MDoA Menu Policies will be met by the planned menu. AAAs are therefore encouraged to establish requirements for caterers to provide nutrient analysis and/or require provision of food product labels and nutritional information to the RD. An AAA should, in all cases, have the ability to review any food products prior to their being utilized within the SNP meals.

A major focus of the Dietary Guidelines is moderate sodium (eg, salt) intake, and therefore the MDoA Menu Policies have established maximum sodium content per meal, averaged over a month. To assist SNPs in determining if food products meet the sodium limits, please refer to Chart 1, below, and review the Protein Foods section.

Chart 1: Food and Drug Administration Regulations for Low Sodium Labeling Terminology

Terms	Sodium Amount
“Sodium Free”	Less than 5 milligrams per serving
“Very low sodium”	35 milligrams or less per serving
“Low sodium”	140 milligrams or less per serving
“Reduced Sodium”	Usual sodium level is reduced by 25%
“Unsalted, no-salt-added, or without added salt”	Made without the salt that is normally used, but contains the sodium that is a natural part of the food itself.

B. AAA Menu and Approvals Documentation Retention

Required AAA documentation includes:

1. A Menu Approval Form, checked and signed by a Registered Dietitian (RD).
2. The respective menu(s) which correspond to the signed RD approval form.

Program Administration Tip:

Keep a file for each year (October 1 – September 30) where you place each menu with its RD approval form attached, so it is ready for review when your program is monitored

Documentation must be maintained on file for a period of no less than 3 years at each AAA providing Title IIIC meals, even if a contractor serves several AAAs and the AAA is not directly responsible for contracting with the Registered Dietitian reviewing the menus.

Each menu type served by an AAA (eg, standard, special meals, emergency meals, cold plates, ethnic meals, etc.) must have separately signed and documented menus, each with their own signed Menu Approval Forms to verify that every meal type served meets minimum MDoA menu policy requirements. Annual MDoA monitoring reviews will include an audit of menu documentation for the previous 12 month period.

III. MENU PLANNING, USAGE AND POSTING

The following are the requirements for planning and utilizing menus. Menus must be:

1. planned in advance for a minimum of one month. Repetition of entrees shall be kept to a minimum. If a cycle menu is utilized, there shall be at least three cycles per year.
2. certified in writing by a Registered Dietitian as meeting the current Dietary Reference Intakes (DRI) based on the meal pattern.
3. posted in a conspicuous location in each congregate meal site, or provided to Home Delivered Meal clients, so as to be available to all participants.
4. adhered to. However, it is known that menus are subject to change with the seasonal availability of food items and unanticipated events. AAA Policy and Procedure manuals must indicate which staff person at the AAA is qualified to approve substitutions.
5. on file, including documentation of menu changes made after the RD has approved the menus, for at least three years.

To assure that each participant is offered a meal which meets the minimum nutritional requirements, the first meal served at each nutrition site or portioned for home delivered participants, should be accurately weighed or measured by volume to provide a visual standard of reference for portion size when serving the remainder of meals. Portion control utensils should be used when serving food. Standardized recipes must be implemented to assure consistent nutritional content and adequate portion size of meals.

Program Administration Tip:

Approved menu changes can be written onto the typed menu and retained in your files. Or, consider having a list of substitutions for each month's menus.

Salt substitutes shall not be provided. Sugar substitutes, pepper, herbal seasonings, lemon, vinegar, non-dairy coffee creamer, salt and sugar may be provided, but shall not be counted as fulfilling any part of the nutritive requirements.

IV. POPULATIONS WITH MEDICAL NEEDS

AAAs may offer therapeutic diets where feasible and appropriate to meet the particular health-related dietary needs of its participants; these diets may include meals that are mechanically altered

(mechanical soft or puree diets) or which are part of a medical regime (eg, renal (pre-dialysis), bland, carbohydrate restricted, dialysis diets). AAAs shall establish policies and procedures that detail eligibility criteria for persons receiving these meals. Meals for participants who require therapeutic diets may be offered only when the modified meal can be obtained from a facility where a licensed dietitian-nutritionist provides oversight of the meal preparation.

Liquid nutritional supplement may be provided to participants with limited usage as outlined in below. Conventional meals are highly preferred over liquid nutritional supplements.

1. AAAs shall establish policies and procedures that detail eligibility criteria for persons receiving liquid nutritional supplements, if they are provided.
2. Liquid nutritional supplements may not replace a meal except by a physician's order or emergency/disaster situation if a meal cannot be provided and should be used only in extenuating circumstances.
3. Liquid nutritional supplements are optional, per agency discretion.

V. SPECIAL MEALS

All emergency, shelf stable and/or other special meals must meet the same menu requirements as conventional meals.

AAAs are encouraged to provide emergency meals to both congregate and home delivered meals participants, as feasible. Emergency, shelf stable meals are useful throughout the year, as weather emergencies and other significant natural events may occur unexpectedly regardless of season. Emergencies may impair the SNP's ability to deliver meals for a number of days at any time during the year.

Emergency Meals Packaging Requirements:

The package shall include menus to instruct the clients how to combine the foods to meet the meal requirements.

If the meal is frozen, heating instructions should be provided.

Cans are to be easy to open, with pull tabs whenever possible.

Foods must be labeled with a use by/expiration date.

SNPs may also offer special meals to recognize holidays, birthdays or other occasions and events. These meals tend to feature additional menu items or more expensive foods than the typical meals served.

VI. MEAL PATTERN REQUIREMENTS

A. Milk and Milk Alternatives

Requirement: Each meal shall offer 8 ounces of milk, or equivalent milk product, as listed below.

(one source per meal; partial servings not permitted)

Catering Contract Tip:

SNPs may indicate the minimum number of items that must be served to make a complete meal, so that participants will be provided meals with sufficient "plate appeal". For example, some SNPs feel that no fewer than 3 items should be served on a participant's plate, in addition to milk/milk product item. This may particularly apply when combination foods eg, lasagna, are served.

Milk and Milk Products

- 8 oz of fortified milk, lactose-reduced or buttermilk (fat free or 1%, may be flavored)
- 8 oz calcium-fortified soy/rice/almond milk (fat free or 1%, may be flavored)
- 6 oz of fat free or low fat yogurt (fruited or non-fruited)
- 1/3 cup Nonfat dry milk powder must have serving of water to accompany

Milk Alternatives

If milk/milk products are not preferred as evidenced by documented feedback from the SNP participants or to address food safety concerns, a milk alternative may be provided. Serving sizes may vary, depending on the product used. A milk alternative must contain at least 250 mg calcium per serving as provided to participants.

- 1 ½ oz of cheese
- ½ cup calcium processed tofu Calcium fortified, ready to eat cereal Powdered calcium-fortified beverage mix; must have serving of water to accompany
- 4 -6 oz of calcium fortified juice
- 3 oz Sardines (with bones)
- Liquid nutritional supplement

Catering Contract Tip:
SNPs may require a specific milk/milk alternative, such as low-fat milk, to be served with meals based on client preferences.

Use of milk alternatives to meet other meal component requirements

If a milk alternative is used in a meal, it *may* also count towards another meal pattern component, if it is provided in amounts adequate to meet the minimum serving sizes of the second component. Generally, it is recommended that SNPs avoid this “double counting” to maintain plate appeal for participants and to meet the minimum nutrient requirements for the meal.

Examples:

6 ounces calcium fortified orange juice (250 mg Calcium) = One Milk Alternative and also One Fruit/Vegetable.

3 oz Sardines = One Milk Alternative and also One Protein Food

Religious Preclusion of Milk and Milk Products

If religious requirements preclude the acceptance of a milk or milk alternative, it may be omitted. In such cases, nutrition education which specifically, but not exclusively, includes information on high calcium food and beverage sources, must be provided to participants at least twice per year, and documentation maintained at the AAA. For example, information can be provided to participants regarding additional food and beverage choices they can make at other meals throughout the day to obtain adequate calcium intake.

B. Protein Foods

Requirement: A meal shall contain at least 3 oz or a minimum of 18 grams of protein in the meat/meat alternative when one meal a day is served. Two-ounce portions containing at least 14 grams of protein per meal may be served when a second or third meal is served daily.

Breading (eg, breaded fish patty) does not count towards meeting the serving size requirement and such breading does not count towards the grain/starch requirement.

One ounce-equivalent protein food includes the following:

- 1 egg
- ½ cup (4 oz) legumes (beans and lentils)*
- 1 ounce cooked meat, fish, poultry
- 1 oz cheese
- 2 tablespoons peanut butter
- 1/3 cup nuts
- ¼ cup cottage cheese
- ¼ cup raw, firm tofu

Note: a 3 oz. serving of meat is the size of a deck of cards.

*Dried beans and lentils are in both the Protein Foods and the Grains/Starches group, however, can count as only one group in a meal. Legume dishes include: lima, kidney, black-eyed or split peas, navy, black, pinto or garbanzo beans, lentils, and soybeans.

1. Ground meat may be served no more than:
 - 2 times per week when serving 1 meal per day
 - 4 servings per week when serving 2 meals per day
 - 6 servings per week when serving 3 meals per day

Examples of ground meat are ground beef, chicken, pork and turkey. It does not include formed meat products (e.g. rib patty) or shredded meats.

2. Three ounces of seafood is recommended to be served once a week for one meal per day, 5 ounces for two meals per day, and 8 ounces for three meals per day. Seafood includes fish (including “imitation crab” made from fish meat) and shellfish (eg, shrimp, oysters, crab).

Meeting the Sodium Requirements for the Meal

Typically, the entrée contributes the majority of the sodium in a meal and can also be the most variable in sodium content, depending on the Protein Food selected as well as any sauces, gravies and other seasonings which may be added.

The following tool is provided for programs which utilize the meal pattern method, as this process does not determine the exact nutrient content of each meal:

To meet the 1,400 mg level by October 1, 2013:

The sodium in the Protein Food should not exceed 1,000 mg per serving. High sodium foods (e.g. processed cheese, hot dogs, sausage, bacon, ham, cold cuts, etc.) are not recommended, unless replaced with a low-sodium version, more than:

Twice per week for 1 meal per day
 Four times per week for 2 meals per day
 Six times per week for 3 meals per day

To meet the 1,200 mg level by October 1, 2014:

The sodium in the Protein Food should not exceed 800 mg. High sodium foods (e.g. processed cheese, hot dogs, sausage, bacon, ham, cold cuts, etc.) are not recommended, unless replaced with a low-sodium version, more than:

6 times per month for 1 meal per day
 Twice per week for 2 meals per day
 Three times per week for 3 meals per day

To meet the 1,000 mg level by October 1, 2015:

The sodium in Protein Food should not exceed 600 mg. High sodium foods (e.g. processed cheese, hot dogs, sausage, bacon, ham, cold cuts, etc.) are not recommended, unless replaced with a low-sodium version, more than:

Once a week for 1 meal per day
 6 times per month for 2 meals per day
 Twice per week for 3 meals per day

C. Fruits and Vegetables

Requirement: Four ounces (drained weight) of vegetables or fruits, per serving, must be included in any stew, soup, casserole, gelatin or other combination dish if serving a vegetable/fruit in the menu plan.

The 2010 Dietary Guidelines established subgroups within the fruits and vegetables category, which are reflected in an optional meal pattern category entitled, “Sub-Groups”. The list in Appendix C shows the Fruits and Vegetables that are within each sub-category.

“Standard Meal Pattern” requirements for Fruit/Vegetable:

Fruit and Vegetable	1 meal per day	2 meals per day	3 meals per day
(Vitamin A & C servings can be met by either Fruit/Vegetables or Starchy Vegetables)	2 rich or 4 fair Vitamin A servings per week	4 rich or 8 fair Vitamin A servings per week	6 rich or 12 fair Vitamin A servings per week
	1 rich or 2 fair Vitamin C servings daily	2 rich or 4 fair Vitamin C servings daily	3 rich or 6 fair Vitamin C servings daily

“Sub-Group Meal Pattern” requirements for Fruit/Vegetable:

Fruit and Vegetable (Sub-Group servings can be met by either Fruit/Vegetables or Starchy Vegetables)	1 meal per day	2 meals per day	3 meals per day
	3 red, orange, orange-yellow per week	6 red, orange, orange-yellow per week	9 red, orange, orange-yellow per week
	1 dark green per week	2 dark green per week	3 dark green per week

Vegetables and fruits are an important parts of the SNP meal. They not only enhance its flavor and appeal but also its nutritional quality. Lightly cooked and uncooked fruits and vegetables retain more of their natural nutrient and fiber content. Fresh fruits and vegetables should be purchased in season when they are abundant and most economical. Use of canned vegetables is discouraged due to added sodium in these products.

The physiological needs of seniors, however, must be considered when selecting and preparing vegetables. Chewing raw or lightly cooked items may be too difficult for some, especially those with dental problems.

Vegetables and fruits are generally good sources of fiber, low in fat, and are often the main sources of vitamins A and C and folic acid.

1. FRUIT

A serving of fruit is generally:

- ½ cup cooked, frozen or canned, drained fruit (eg, apple, pear, banana, etc.)
- ½ cup 100% fruit juice
- 1/3 cup cranberry juice
- ¼ cup dried fruit
- 15 grapes

Fresh, frozen or canned fruit must be packed in its own juice or water. All juices must be 100% juice.

Fresh fruit may be cut, sliced or peeled for easy manipulation by the client.

2. VEGETABLES

A serving of vegetables is:

- ½ cup cooked, drained fresh, frozen, canned or raw vegetable (eg, green beans, peas, etc.)
- 1 cup raw leafy greens and shall consist of at least 3 different vegetable greens
- ½ cup tomato juice*
- ½ cup 100% vegetable juice*
- * low sodium versions may be necessary to meet the sodium limits per meal.

Lettuce and tomato served as a garnish or on a sandwich is a condiment and does not count as a serving of vegetables.

Note: Potatoes, corn and dried beans, split peas and lentils are counted a serving from the Grains/Starchy Vegetable Group (see listing on following page).

3. Fruit and Vegetables: 2010 Dietary Guidelines Subgroups. Please refer to Appendix C.

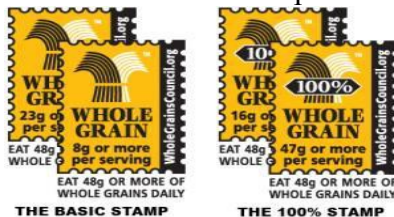
D. GRAINS/STARCHY VEGETABLES

Requirement: 2 servings for one meal per day, 4 servings for two meals per day, and 6 servings for three meals per day. Whole grains (whole wheat, oats, brown rice, wild rice, popcorn, whole rye, and whole grain multi- grains) must be served at least:

- 3 times per week for 1 meal per day
- 6 times per week for 2 meals per day
- 9 times per week for 3 meals per day

Dried beans and lentils are in both the Protein Food and the Grains/Starchy Vegetable group, however, can count as only one group in a meal. Legume dishes include: dried beans, split or black-eye peas and lentils such as lima, kidney, navy, black, pinto or garbanzo beans, lentils, and soybeans. Legumes must be served at least:

- 1 time per week for 1 meal per day
- 2 times per week for 2 or 3 meals per day



THE BASIC STAMP

THE 100% STAMP

Catering Contract Tip:
SNPs may consider requiring at least 2 seasonal fruits and/or vegetables per week, providing a list of examples for each season.

When selecting whole grain breads and other grain products, choose ones that include the word “whole” as part of the first item on the ingredient list, such as “whole grain” or “whole wheat.” Another way of ensuring a whole grain product is to look for the “Whole Grain Stamp” (<http://www.wholegrainscouncil.org/>). The “**100% Stamp**” indicates that the food contains a full serving of whole grain whereas the “**Basic Whole Grain Stamp**” appears on products containing at least half a serving of whole grain per labeled serving.

Serving sizes for Grains:

- | | |
|-----------------------------------|------------------------------------|
| 1 slice (1 oz) bread | 1 biscuit, 2.5” diameter |
| ½ cup cooked pasta, rice, noodles | 1 waffle, 4-5” diameter |
| 1 ounce ready-to-eat cereal | 1 slice French toast |
| 1 small (2 oz) muffin | ½ English muffin |
| 2” cube cornbread | 4-6 crackers (1 oz) |
| 1 tortilla, 6” diameter | 1 pancake, 4” diameter |
| ½ bagel, 3-4” diameter | ½ large hotdog/hamburger bun, 1 oz |
| 1 small sandwich bun | ½ cup bread dressing/stuffing |
| ½ cup cooked cereal | |

Serving size for Starchy Vegetables:

A serving is ½ cup.

Starchy Vegetables include:

Potatoes	Lima, Kidney, Garbanzo, Black and Pinto beans
Sweet potatoes	Lentils
Corn	Black-eyed peas
Yams	Split peas
Plantains	Soybeans

E. Vitamin A and Vitamin C Requirements – Standard Menu Pattern

Vitamin A Requirements

1. When the meal pattern is followed, Vitamin A rich foods must be served 2 to 3 times per week for one meal per day.
2. When serving 2 meals per day, vitamin A rich foods must be served 4 to 6 times per week.
3. One rich source or two fair servings may be used to meet the requirements.
4. One serving of carrots or sweet potatoes/yams is equivalent to 3 servings of vitamin A rich sources.

Vitamin A Food Sources

Rich sources:

Apricots	Kale
Cantaloupe	Mango
Carrots	Spinach
Collard greens	Turnip greens, other dark green leaves
	Winter squash (Hubbard, Butternut)

Fair sources:

Tomato Sauce	Broccoli
Vegetable Juice	Pumpkin

Vitamin C Requirements

1. For each meal, vitamin C may be provided as one serving of a rich source, 2 half servings of rich sources or 2 servings of fair sources.
2. When serving one meal per day, 1 rich or 2 fair sources must be served.
3. When serving 2 meals per day, 2 rich or 4 fair servings must be served
4. When serving 3 meals per day, 3 rich or 6 fair sources must be served.
5. Fortified, full-strength juices, defined as fruit juices that are 100% natural juice with vitamin C added, are vitamin C-rich foods.
6. Partial-strength or simulated fruit juices or drinks, even when fortified, may not count as fulfilling this requirement, except cranberry juice.

Vitamin C Food Sources

Rich sources:

Broccoli	Brussels sprouts
Cantaloupe	Mandarin oranges
Cauliflower	Fruit juices, fortified with Vitamin C
Kale	
Mango	Citrus or citrus juice (Orange, grapefruit)
Strawberries	Sweet red pepper
Green pepper	Sweet potatoes/yams
Honeydew melon	Tangerine

Vitamin C Food Sources, continued:

Fair sources:

Asparagus	Spinach
Cabbage	Tomatoes, tomato juice or sauce
Collard greens	Turnip greens
Mustard greens	Vegetable juice
Pineapple	Watermelon
Potatoes	

Note: If a food item served is both a good/fair source of Vitamin A and Vitamin C, it may count towards meeting the requirements for both Vitamin A and Vitamin C.

F. QUALITY STANDARDS1. Food Purchasing Standards

Ground Beef - IMP Specifications #136. USDA Standard or better, not exceeding 20% fat, with no soy additives. Commercially prepared ground beef products (beef patties, meatballs, etc.) which contain soy additives and other fillers will be considered individually by the AAA dietitian on the basis of flavor and texture, only if the proposed serving contains at least 18 grams of protein

Beef – No. 1 or USDA Choice cut to IMPS Specifications.

Meat - Graded for wholesomeness and quality by USDA. Texturized Vegetable Protein (TVP) may be incorporated in recipes with a maximum ratio of 30% TVP to 70% meat. Ground Beef - USDA Utility not to exceed 18% - 22% fat.

Poultry - USDA Grade A. No comminuted processed chicken or turkey roll may be used. When chicken parts are served, all meals shall contain like parts; i.e., boneless chicken thighs; all legs or all breasts.

Eggs - USDA Grade A, large fresh or pasteurized

Fresh Fruits and Vegetables - USDA No 1.

Canned Fruits, Vegetables, and Juices - USDA Grade A. Canned Fruits shall be packed only in their natural juices (without added sugar). All juices must be 100% juice.

Frozen Fruits, Vegetables, and Juices - USDA Grade A.

Milk - USDA Grade A, pasteurized 1% Milk fortified with 400 IU Vitamin D per quart.

Cheese - USDA Grade A; No cheese substitute or imitation cheese permitted.

2. Food Donation Standards

Donations of food items may be prepared and served as part of SNP meal if they are safe, wholesome and able to be used as human food.

MAY ACCEPT

- Dried goods (e.g., sugar, flour, etc.);
- Food products that do not require refrigeration;
- Whole, fresh fruit;
- Whole, fresh vegetables;
- Baked goods (not cream-meat-filled);
- (Unopened) commercially packaged or canned foods in sound condition; and
- Commercially purchased, sealed, condiments in unopened containers (e.g., salt, sugar, ketchup, relish, mustard, jams and jellies).

MAY NOT ACCEPT

- Leftover food from a participant's table;
- Foods from home gardens or prepared in non-licensed kitchens;
- Swollen, leaking, rusty, severely dented food containers;
- Unpasteurized dairy products;
- Spoiled foods;
- Potentially hazardous foods prepared in a private home;
- Home-canned foods of any kind;
- Potentially hazardous foods that have not been stored/maintained at a temperature below 41°F or above 135°F;
- Food without a label, or with a label that indicates it is past expiration or "use by" date;
- Physically or chemically contaminated foods;
- Ungraded shell eggs;
- Custom processed meats or poultry or wild game; and
- Distressed foods damaged by fire, flood, or accident.

Appendix A: Menu Approval Sheets



Maryland Department of Aging

Standard Meal Pattern Menu Approval Sheet						
This form will not be accepted without check marks based on meals/day and signature						
Food Group	1 Meal per Day		2 Meals per Day		3 Meals per Day	
	Minimum	Check	Minimum	Check	Minimum	Check
Protein Foods	3 oz or equivalent		4 oz or equivalent		6 oz or equivalent	
	Ground meat limit 2x/wk		Ground meat limit 4x/wk		Ground meat limit 6x/wk	
Fruit and Vegetable (Vitamin A & C servings can be met with either Fruit/Vegetables or Starchy Vegetables)	3 servings		6 servings		9 servings	
	2 rich or 4 fair Vitamin A servings per week		4 rich or 8 fair Vitamin A servings per week		6 rich or 12 fair Vitamin A servings per week	
	1 rich or 2 fair Vitamin C servings daily		2 rich or 4 fair Vitamin C servings daily		3 rich or 6 fair Vitamin C servings daily	
Grains and Starchy Vegetables	2 servings		4 servings		6 servings	
	Whole Grains 3 times per week		Whole Grains 6 times per week		Whole Grains 9 times per week	
	Legumes 1x/wk		Legumes 2x/wk		Legumes 3x/wk	
Milk/milk alternatives	1 serving		2 servings		3 servings	
Maximum Calorie, Fat and Sodium Content						
Averaged Over One Month (daily minimums in parenthesis)						
Energy	660 calories (No less than 600 calories per day)		1320 calories (No less than 1200 calories per day)		2000 calories (No less than 1800 calories per day)	
Fat	30% (35% or less per meal)		30% (35% or less per meal)		30% (35% or less per meal)	
Sodium	FY2014: 1400 mg		FY2014: 1800 mg		FY2014: 2200 mg	
	FY2015: 1200 mg		FY2015: 1650 mg		FY2015: 2000 mg	
	FY2016: 1000 mg		FY2016: 1500 mg		FY2016: 1800 mg	

I certify that I have reviewed the MDoA Menu Policy and the menu herein meets all nutritional requirements as indicated on this table and within the Menu Policy specifications.

Registered Dietitian
Signature

Date



Maryland Department of Aging

Nutrient Analysis Menu Approval Sheet						
Average amounts per meal over one month						
This form will not be accepted without check marks based on meals/day and signature						
Nutrient	1 Meal per Day		2 Meals per Day		3 Meals per Day	
	Minimum	Check	Minimum	Check	Minimum	Check
Energy	660 calories (No fewer than 600 calories)		1320 calories (No fewer than 1200 calories)		2,000 calories (No fewer than 1800 calories)	
Protein	30 grams		50 grams		70 grams	
Fat	30% (No more than 35% per meal)		30% No more than 35%per meal		30% No more than 35%per meal	
Fiber	9 grams		18 grams		28 grams	
Calcium	330 mg		660 mg		1000 mg	
Vitamin A	300 mcg		600 mcg		900 mcg	
Vitamin B6	0.6 mg		1.2 mg		1.7 mg	
Vitamin B12	0.8 mcg		1.6 mcg		2.4 mcg	
Vitamin C	30 mg		50 mg		75 mg	
Vitamin D	5 mcg		10 mcg		15 mcg	
Potassium	1567 mg		3133 mg		4700 mg	
Maximum amounts per meal over one month						
Sodium	FY2014:1400 mg		FY2014:1800 mg		FY2014: 2200 mg	
	FY2015:1200 mg		FY2015:1650 mg		FY2015: 2000 mg	
	FY2016:1000 mg		FY2016:1500 mg		FY2016:1800 mg	

I certify that I have reviewed the MDoA Menu Policy and the menu herein meets all nutritional requirements as indicated on this table and within the Menu Policy specifications.

Registered Dietitian
Signature

Date

Appendix B: Protein Foods and Sodium Content by Serving Size

Protein Food	Portion for 7 grams protein or 1 oz serving	Sodium in 1 oz (mg)	Sodium in 3 oz serving (mg)
Beans, baked	½ cup	576	1,728
Beans, canned	½ cup	200	600
Beef, fresh	1 oz	30	90
Cheese, processed	1 ½ oz	530	1,350
Cheese, natural	1 ½ oz	264	792
Cheese, cottage	¼ cup	229	687
Egg	1	140	420
Fish, breaded, baked	1 oz	150	450
Fish, canned	1 oz	116	348
Fish, frozen	1 oz	111	333
Hot Dogs, beef	1 oz	319	957
Nuts, unsalted	1/3 cup	12	36
Peanut butter	2 Tablespoons	147	440
Pork, fresh	1 oz	62	186
Pork, ham	1 oz	340	1,020
Pork, sausage	1 oz	210	630
Poultry, baked	1 oz	90	270
Poultry, deli meat	1 oz	288	864
Poultry salad	1 oz	85	340
Tofu, firm	¼ cup	9	27

Appendix C: Fruits and Vegetables Sub-Groups

Orange-Yellow	Red-Purple	Yellow-Green
Nectarines Oranges Papayas Peaches Pineapple Tangerines Yellow grapefruit	Beets Blackberries Blueberries Cranberries Plums Prunes Raspberries Red Apples Red Cabbage Red Grapes Red Pears Red Peppers Strawberries	Avocado Collard Greens Cucumber Green Beans Green Peas Green Pepper Honeydew Kiwi Mustard Greens Romaine Lettuce Spinach Turnip Greens Yellow Corn Yellow Pepper
Orange	Red	Green
Acorn Squash Apricots Cantaloupe Carrots Mangoes Pumpkin Sweet Potatoes Winter Squash	Pink grapefruit Tomatoes Tomato Products Watermelon	Bok Choy Broccoli Brussels Sprouts Cabbage Kale Swiss Chard
White-Green		
Artichoke Asparagus Cauliflower Celery Chives	Endive Garlic Leeks Onions Mushrooms	

Attachment E

**Department of Health & Human Services
Senior Nutrition Program**

Contractor Name: _____

Fiscal Year: _____

Components of Meal Cost

Calculate total costs for one year and divide by number of meals served during the year.

Cost of raw food. \$ _____

Cost of disposables \$ _____

Cost of labor \$ _____

Cost of overhead \$ _____

Cost of transportation. \$ _____

Other costs (specify) \$ _____

Total costs \$ _____

_____ ÷ _____ = \$ _____
Total costs Number of meals Cost per meal

Contractor Representative (PLEASE PRINT)

Contractor Representative Signature

Date

Attachment F

Department of Health & Human Services
Senior Nutrition Program
PROGRAM MEASURES

OUTCOME: Healthy older adults

GOAL: Reduce social isolation, thereby improving nutrition of older adults

PROGRAM MEASURES:

1. Percent of seniors who reported an increase in social contacts after they start eating lunch at nutrition sites.
2. Percent of seniors who report an improvement in diet after they start eating lunch at nutrition sites.

The goal of Older Americans Act programs is to help seniors remain healthy, independent and active, living with honor and dignity in their homes and communities. Nutrition services help seniors remain healthy by providing nutritious meals with opportunities for socialization and access to information and other supportive services.

As people age, they tend to become more isolated. Children move away, spouses and other family member die, transportation becomes more difficult. Isolation is negatively related to nutritional health. Poor nutrition diminishes resistance to disease and promotes nutrition-related chronic diseases. Illness in the elderly leads to hospitalization and may require nursing home care. Thus, improving nutrition by reducing isolation improves quality of life and reduces health expenditures for the elderly and the community. A recent national evaluation of Older Americans Act Nutrition Programs showed that participants have more social contacts and higher intakes of key nutrients than non-participants.

The importance of socialization is illustrated in the finding from Tufts University Human Nutrition Research Center on Aging that “eating alone is the most common factor behind poor nutrition among older people”. A study at the University of Tennessee showed that “loneliness was related to dietary inadequacies”. A pilot study in New York City showed 50% fewer congregate meal participants to be at nutritional risk than non-participants. In Wisconsin, a survey of title III meal participants showed quality of life and quality of health to be positively correlated.

OPEN SOLICITATION #1049656
Nutrition Service Providers
Pre-Approved Form Contract # _____
ATTACHMENT G

Montgomery County Aging & Disability Services
Senior Nutrition Program, Congregate Meals Survey

**ALL ANSWERS ARE ANONYMOUS AND
WILL NOT AFFECT IN ANY WAY YOUR RECEIPT OF SERVICES
Compared to before, since I began having lunch at this site:**

My contact with other people is:

☐ Much higher ☐ A little higher ☐ No change ☐ Less

I am eating:

☐ Much better ☐ A little better ☐ No change ☐ Worse

Please give us your opinion of the following:

	Very Good	Good	Okay	Needs to Improve
Meals				
Social Environment				
Activities at Site				

Please tell us about yourself:

Gender: ☐ Male ☐ Female Age in Years: _____

Race/Ethnicity: ☐ Caucasian/White ☐ African-American/Black
☐ Asian/Pacific Islander ☐ Hispanic/Latino

Living situation:

☐ Live Alone ☐ Live with family member ☐ Live with unrelated others

To what extent did this program improve your overall quality of life:

☐ Decreased quality of life
☐ No impact on quality of life
☐ Improved quality of life small amount
☐ Improved quality of life a lot
☐ Improved quality of life greatly

ATTACHMENT H

Department of Health & Human Services
Senior Nutrition Program

ACTIVITIES LOG

Contractor

Month

Nutrition & Health Education

If handout materials were used, please submit a copy.

Date	Topic	Number of Participants
	Nutrition Education (required at least 2 times/year)	
	Physical fitness (all meeting days)	
	Health Education/Screenings (regularly scheduled)	

Other Activities

<i>Date</i>	Activity

OPEN SOLICITATION #1049656
Nutrition Service Providers
Pre-Approved Form Contract # _____
ATTACHMENT I

MENU and DONATIONS LOG

Site _____

MENU				DONATIONS	
Date	Item	Temp.	Comments	Amount	Signatures
				\$	
				\$	
				\$	
				\$	
				\$	
TOTAL for Week				\$	

ATTACHMENT J

MINORITY BUSINESS PROGRAM & OFFEROR'S REPRESENTATION

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 - "Minority Contracting", Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Office of Procurement, or his/her designee, who may waive this requirement.

A sample of the MFD Report of payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime Contractor. It is not to be completed by the Prime Contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Office of Procurement, or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



**Montgomery County
Office of Business
Relations and Compliance**

MFD Report of Payments Received

For Office Use

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO
DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime contractor and/or the project? YES ☐ NO ☐

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

SIGNATURE OF COMPANY OFFICIAL)

(DATE)

() - () -
TELEPHONE FAX E-MAIL

Return by: Email – MFD@montgomerycountymd.gov FAX – 240-777-9952
For assistance, contact the MFD Office at 240-777-9912

Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor

A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.

B. Contractor must subcontract a percentage goals listed below of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Business Program Manager. The letter must explain why a waiver is appropriate. The Director of the Office of Procurement or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.

For Goals by each purchasing category, please refer to www.montgomerycountymd.gov/mfd

C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.

D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.

E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.

F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.

G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.

If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of the Office of Procurement must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

OPEN SOLICITATION #1049656
Nutrition Service Providers
Pre-Approved Form Contract # _____

MONTGOMERY COUNTY, MARYLAND
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractor's

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____ Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

A. Individual assigned by Contractor to ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____ Email: _____

B. This Plan covers the life of the contract from contract execution through the final contract expiration date.

C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____% of the total dollars awarded to Contractor.

D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor : _____

OPEN SOLICITATION #1049656
Nutrition Service Providers
Pre-Approved Form Contract # _____

This subcontractor will provide the following goods and/or services: _____

2. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

3. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

4. Certified By: _____

Subcontractor Name: _____

Title: _____

OPEN SOLICITATION #1049656
Nutrition Service Providers
Pre-Approved Form Contract # _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet, that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation throughout the life of the contract or the basis for a full waiver request.

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

MFD Program Officer

Date: _____

MFD Program Officer

Date: _____

Full Waiver Approved:

Partial Waiver Approved:

Director

Date: _____

Director

Date: _____

Cherri Branson
Office of Procurement

Cherri Branson
Office of Procurement

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

OPEN SOLICITATION #1049656
Nutrition Service Providers
Pre-Approved Form Contract # _____

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Cherri Branson, Director, Office of Procurement

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:
The Contractor must notify the Director, Office of Procurement of any proposed change to the Subcontractor Performance Plan.