



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Marc Elrich
County Executive

James C. Bridgers, Jr., Ph.D., MBA
Director

SOLICITATION AMENDMENT #1
Informal Solicitation #1188743
SHELF-STABLE MEALS FOR THE SENIOR NUTRITION PROGRAM

October 16, 2025

DESCRIPTION OF AMENDMENT - THE FOLLOWING CHANGES AND CLARIFICATIONS ARE APPLICABLE TO THE SOLICITATION: CHANGES/CLARIFICATIONS:

1. Replace Page 1 with Revised Page 1
2. Replace Page 2 with Revised Page 2
3. Replace Page 6 with Revised Page 6
4. Replace Page 21 with Revised Page 21
5. Replace Page 22 with Revised Page 22
6. Add Locations and Approximate Number of Boxes (Attachment E)

The due date and time for proposals has been extended from October 20, 2025 4:00 PM EST to December 15, 2025 4:00 PM EST.

There are no other changes.

THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENT" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE DATE SPECIFIED FOR RECEIPT OF OFFERS HAS BEEN EXTENDED.

ISSUED BY: Jason Abita, Contract Management Team, DHHS

Office of the Director

INFORMAL SMALL PURCHASE SOLICITATION
#1188743
SHELF-STABLE MEALS FOR THE SENIOR NUTRITION PROGRAM

ISSUE DATE: September 29, 2025
SUBMISSION DEADLINE: **December 15, 2025 4:00 PM EST**

The Montgomery County Department of Health and Human Services (DHHS) is soliciting bids for Shelf-Stable Meals for the Senior Nutrition Program. Bids must be submitted no later than the date and time listed above. If a bidder is interested in submitting a bid but cannot make the submission deadline, the bidder must email DHHS at Jason.Abita@montgomerycountymd.gov to see if an extension may be granted.

If a bidder is not interested in submitting a bid at this time, the bidder should sign the Quotation Sheet, write/type "NO BID" on it, and return it to DHHS.

The following pages contain the terms, conditions and scope of services for this Informal Solicitation.

One original or copy of your proposal must be submitted to Jason Abita, Admin Specialist II, Contract Management Team at Jason.Abita@montgomerycountymd.gov.

Should you have any questions regarding the information, or the scope of services contained in this solicitation, contact Carol Craig, Program Manager, DHHS at 240-777-1064 or Carol.Craig@montgomerycountymd.gov.

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LOCAL SMALL BUSINESS RESERVE PROGRAM (LSBRP) NOTICE

This solicitation is reserved for only application submitted/certified local small businesses timely registered with the County's LSBRP. This solicitation thus comes under County Code, sections 11B-17A; 11B-65; 11B-70 and Executive Regulation 21-05AM. These documents can be accessed through the LSBRP web site at www.montgomerycountymd.gov/LSBRP.

LSBRP criteria are based on a firm's location, ownership status, number of employees and annual revenue amount. Submitting a bid/proposal constitutes a representation that your firm is an application submitted/certified Local Small Business. Therefore, if you wish to submit a bid/proposal for this solicitation adhering to the LSBRP, you must:

1. Submit an application as a LSBRP firm prior to the bid's/proposals due date. If your LSBRP status is not application submitted/certified in our database prior to the bids/proposal's due date and time, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from consideration. Go to the LSBRP web site (www.montgomerycountymd.gov/LSBRP) and follow the instructions under "Register."
2. After the IFB opens or the RFP closes and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
 - all of your business location(s) (if more than one),
 - number of employees by location
 - annual gross revenue of the business for the past three fiscal years.(The preferred documents are a copy of a lease, Maryland Unemployment Insurance Contribution Report (summary or quarterly), and Financial Statement/Tax Returns. At the discretion of the LSBRP, an alternative type of documents might be accepted.)

If, after receipt of these documents, the County finds that your firm does not meet the LSBRP requirements, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP (240-777-9913).

PMMD-173

INFORMAL SOLICITATION #1188743
SHELF-STABLE MEALS FOR THE SENIOR NUTRITION PROGRAM
SPECIAL NOTIFICATION FOR ISSUANCE UNDER LSBRP

Solicitation #1188743 is being advertised under the Local Small Business Reserve Programs (LSBRP). Should it be determined there are no responsive, responsible Local Small Businesses that respond to this solicitation, or that it is otherwise in the best interests of the County, Montgomery County may exercise an option to extend the informal solicitation advertisement for a minimum of five (5) days as non-LSBRP.

Any advertisement extensions will be in the form of a solicitation amendment with the reissuance of the informal solicitation.

If you have any questions, please contact Jason Abita, Admin Specialist II, Contract Management Team at Jason.Abita@montgomerycountymd.gov.

Informal # 1188743	MONTGOMERY COUNTY, MARYLAND SHELF-STABLE MEALS FOR THE SENIOR NUTRITION PROGRAM SOLICITATION, BID AND AWARD SHEET	RETURN BID TO: Jason.Abita@montgomerycountymd.gov
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PART I: SOLICITATION

THE FOLLOWING DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED.

1. The "General Conditions of Contract between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document.
2. The specifications/scope of work shown in Section D of this document.
3. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet(s).

PART II: BID

The Bidder, by signing this solicitation, agrees that the County has 120 calendar days from the bid opening date in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications, and amendments of this solicitation shall remain firm for the time period prior to contract award.

The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than (30) days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount, conditioned on a thirty-day or greater payment basis, will be utilized to recalculate prices for purposes of the Method of Award process for price/cost only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered during the Method of Award process.

NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS: The correct and full legal business name of the bidder must be used in bids received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the full legal name is different. Corporations must have names that comply with State Law, which requires a suffix indicating the corporate status of the business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as) respectively. The bidder's signature on the proposal, contract, amendment(s), or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of a bid or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the bidder or contractor.

BIDDER'S CORRECT AND FULL LEGAL BUSINESS NAME:	TELEPHONE NO.:
ADDRESS:	
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	
BIDDER'S E-MAIL ADDRESS:	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT):	
SIGNATURE:	DATE:

SECTION A. INSTRUCTIONS, CONDITIONS AND NOTICES

1. INTENT

The Intent of this Informal Solicitation is to solicit bids for the procurement of Shelf-Stable Meals for the Senior Nutrition Program for Montgomery County, Maryland, as per the Terms, Conditions, Specifications, and/or Scope of Work, and Quotation Sheet contained herein.

2. BID SUBMISSION

Bids must be submitted no later than 4:00 PM EST, December 15, 2025 to:

Jason.Abita@montgomerycountymd.gov.

Bids submitted after 4:00 PM EST, December 15, 2025 will not be considered.

Bidders MUST submitted the following documents:

- A. Completed SOLICITATION, BID AND AWARD SHEET, page 5
- B. Completed Quotation Sheet (Attachment A)
- C. Completed Wage Form – PMMD-177, if applicable
- D. Completed Minority, Female, Disabled Person Subcontractor Performance Plan-PMMD-65, if applicable
- E. References (Attachment C)

3. VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to a bidder in regard to this Informal Solicitation will not be binding on the County. Any information given to a bidder, in response to a request, will be furnished to all bidders as an amendment to this Informal Solicitation, if such information is deemed necessary for the preparation of bids, or if the lack of such information would be detrimental to the uninformed bidders. Only such amendments issued by the Contracting Officer will be considered as being binding on the County.

4. AWARD OR REJECTION OF BID

The County reserves the right to accept or reject any or all bids, or portions thereof, to waive minor irregularities and to award the Contract in the best interests of the County. Conditional or qualified bids are subject to rejection. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete in a timely manner, contracts of a similar nature, or if investigation shows the bidder is unable to perform the requirements of the contract.

5. METHOD OF AWARD

This Informal Solicitation will be awarded to one (1) bidder with the lowest responsive bid and who is responsible as determined by the Director, Office of Procurement. The lowest bid will be determined by the lowest price per shelf-stable meal set on the Quotation Sheet.

6. MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority, Female, Disabled Person (MFD) Procurement Program. Further information regarding the County's MFD program is contained within this solicitation (see the provision entitled "Minority-Owned Business Addendum to the General Conditions of Contract between County and Contractor" and its companion document entitled "Minority, Female, and Disabled-Person Subcontractor Performance Plan").

8. NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS

The correct and full legal business name of the entity involved must be used on bids received and on contract(s) issued as a result of this solicitation. A trade name, i.e., a shortened or different name under which the firm does business, must not be used when the full legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The signature on the bid, contract, amendment, or related correspondence must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of a bid or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the bidder or contractor.

No bids will be accepted unless submitted in ink or typewritten. Changes made to the prices bid prior to the opening must be done legibly and initialed by the offeror making the changes.

9. PROMPT PAYMENT DISCOUNT TERMS

Bidders please note: Prompt payment discounts will be considered in the evaluation of your bid if the discount on payments is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

10. BIDDER'S PAYMENT TERMS

The County will reject as non-responsive a bid submitted which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of invoices in less than thirty (30) days.

11. QUALIFICATION OF BIDDERS

Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or are regularly engaged in performing the services on which they are submitting a bid, and in both cases maintain a regularly established place of business. An authorized representative of the County may visit and inspect any prospective Contractor's plant, manufacturing facility or place of business, etc. where the goods, services or construction are performed to determine ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

12. BID PREPARATION EXPENSES

All costs incurred in the preparation and submission of bids will be borne by the bidder and shall not be incurred in anticipation of receiving reimbursement from the County.

SECTION B. 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. Through signature of this contract, the contractor certifies that the contractor has filed an initial statement with the Maryland State Board of Elections in compliance with MD Code Ann., Election Law, §14-104(b)(1), or is not required to file an initial statement as per MD Code Ann., Election Law, §14-104(c)(2).

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 County's prevailing wage law, as found at §11B-33C of the County Code, applies to certain construction and mechanical systems service contracts. To the extent applicable, the County's prevailing wage requirements are enumerated within this solicitation/contract in the "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor." If applicable to this contract, the Addendum will be attached to the contract, and will be incorporated herein by reference, and made a part thereof.

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.

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.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>.

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. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code §11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

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;
- 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.
- C. 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.
- D. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- E. 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.
- F. 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 minimum 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. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. 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. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

Please disregard TABLE A. and TABLE B., if they are replaced by the insurance requirements as stated in an attachment to these General Conditions of Contract between County and Contractor.

TABLE A. INSURANCE REQUIREMENTS

(See Paragraph #21 under the General Conditions of Contract between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)				
	<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 Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability	300	500	1,000	See Attachment
for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors				
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury				
each person	100	250	500	See Attachment
each occurrence	300	500	1,000	
Property Damage				
each occurrence	300	300	300	

CONTRACT DOLLAR VALUES (IN \$1,000's)				
	Up to 50	Up to 100	Up to 1,000	Over 1,000
Professional Liability*	250	500	1,000	See Attachment
for errors, omissions and negligent acts, per claim and aggregate, with one-year discovery period and maximum deductible of \$25,000				
<u>Certificate Holder</u> Montgomery County Maryland (Contract #) Office of Procurement 27 Courthouse Square, Suite 330, Rockville, MD 20850 *Professional services contracts only				

TABLE B. INSURANCE REQUIREMENTS

(See Paragraph #21 under the General Conditions of Contract between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)				
	Up to 50	Up to 100	Up to 1,000	Over 1,000
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
<u>Certificate Holder</u> Montgomery County Maryland (Contract #) Office of Procurement 27 Courthouse Square, Suite 330, Rockville, MD 20850				

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If the 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. INFORMATION SECURITY**A. 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).

B. Payment Card Industry Compliance:

In any contract where the Contractor provides a system or service that involves processing credit card payments (a "Payment Solution"), the Payment Solution must be Payment Card Industry Data Security Standard Compliant ("PCI-DSS Compliant"), as determined and verified by the Department of Finance, and must (1) process credit card payments through the use of a Merchant ID ("MID") obtained by the County's Department of Finance by and in the name of the County as merchant of record, or (2) use a MID obtained by and in the name of the Contractor as merchant of record.

24. 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.

25. 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.

26. PAYMENT AUTHORITY

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, late fees, or shipping fees that are not provided for in the contract. 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.

27. P-CARD OR SUA PAYMENT METHODS

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.

28. 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.

29. 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.

30. 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.

31. TIME

Time is of the essence.

32. 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.

33. 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.

Rev. 07/2022

SECTION C. SPECIAL TERMS AND CONDITIONS

1. GENERAL CONDITIONS

The General Conditions of Contract between County & Contractor (Section B) are incorporated and made part of this Informal Solicitation and any resultant contract, except that the insurance requirements listed in Provision 21 are replaced by the Mandatory Insurance Requirements listed in Attachment B.

2. COMPENSATION

The County will pay the Contractor in accordance with the cost per shelf-stable meal on the Quotation Sheet (Attachment A).

3. CONTRACT ADMINISTRATOR

The Contract Administrator, or designee, is responsible for inspecting all work and authorizing payment upon acceptance.

The designated Contract Administrator for the Department of Health and Human Services is Philip Royston, Contract Management Team Lead, at Philip.Royston@montgomerycountymd.gov.

4. CONTRACT TERM

The term of the contract is for one (1) year from the date of signature by the Director, Office of Procurement. Before the contract term ends, 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. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for two (2) additional one-year periods. The contract will automatically terminate once \$99,999 has been spent.

5. ANNUAL PRICE ADJUSTMENT

Prices are fixed for the first term of this Contract. For any renewal term of this Contract, a price increase may be allowed as follows:

- A. If the County Council provides for an Inflationary Adjustment that applies to this Contract, the Contractor will receive the Inflationary Adjustment in the amount set forth by Council for the subject Fiscal Year. In this event, the Contractor may not seek any additional price increase(s) during the renewal term.
- B. If there is no Council-approved Inflationary Adjustment applicable to this Contract, the Contractor may request a price increase, subject to the following:
 - i. Approval or rejection by the Director, Office of Procurement, or designee
 - ii. Must be submitted in writing to the Director, Office of Procurement and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the Contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
 - iii. Must be submitted sixty (60) days prior to contract expiration date, if the contract is being amended.
 - iv. Must not be approved in an amount that exceeds 2%.
 - v. The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
 - vi. Should be effective sixty (60) days from the date of receipt of the Contractor's request.
 - vii. Effective only if executed by written contract amendment.

6. INDEPENDENT CONTRACTOR/CONTRACTOR CONDUCT

For the purposes of this Contract, the Contractor's personnel and the personnel retained by any approved subcontractor engaged by the Contractor are the employees, consultants, workers and contractors of the Contractor or subcontractor, as applicable. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor are not employees of Montgomery County. The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor must not represent themselves as an employee of the County in their interaction with the public, other contractors, or County employees. In situations where the Contractor's personnel or the personnel of any subcontractor engaged by the Contractor may be mistaken for a County employee, the Contractor's personnel and the personnel of any subcontractor engaged by the Contractor must disclose that they are working under a County contract and that they are not a County employee. Persons assigned to work for the County under this Contract must not set policies for the County or independently interpret County policies.

The Contractor must provide administrative oversight for, and coordinate the recruitment, hiring/subcontracting, termination and placement of, qualified individuals who will provide the services as stipulated in this Contract. The Contractor must also provide overall supervision, control over, and direction of all personnel who work under this Contract in the provision of the services described in this Contract.

The Contractor and any subcontractor engaged by the Contractor must abide by all federal, state and local labor laws and regulations and all applicable federal, state, and local tax laws and regulations in the hiring and management of all personnel employed or retained to provide services to the County under this Contract. For purposes of this Contract, "personnel" means the employees, consultants, contractors, or other worker retained by the Contractor or any subcontractor engaged by the Contractor to provide the services under this Contract.

The Contractor or any subcontractor engaged by the Contractor, as applicable, must be responsible for all taxes, as well as other obligations or benefits related to its workers, including F.I.C.A., federal, and state withholdings, unemployment, and workers' compensation for persons who work for the Contractor, or the subcontractor engaged by the Contractor under this Contract in the provision of the services described in this Contract.

The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor to provide services under this Contract are not entitled to the use of, and must not use, County vehicles.

The Contractor's personnel and the personnel of any subcontractor engaged by the Contractor are not entitled to benefits available to County employees, including but not limited to credit union membership, administrative leave, access to deferred compensation benefits, affirmative action initiatives, personnel services, employee training, and other County employee benefits.

The Contractor or any subcontractor engaged by the Contractor, as applicable, is solely responsible for all costs or expenses related to personnel costs of its personnel, including those related to wages, benefits, training, mileage, travel, parking, fringe benefits and paid leave.

Upon request by the County, the Contractor must provide the County with access to any materials, records or reports produced by any of the Contractor's or the subcontractor's personnel, including, but not limited to pamphlets, surveys, evaluations, training materials and customized software. Any materials, records, or reports produced by the Contractor's personnel, or the personnel of any subcontractor engaged by the Contractor performing work under this Contract are the County's property.

The County will own all work products produced by the Contractor or any subcontractor engaged by the Contractor to provide services under this Contract when those work products are produced: 1) while assigned to the County Contract; 2) during the time and/or in the space used for County contract work; and 3) within the general scope of work assigned under the Contract. The County has the sole right to own, license, sell or use such work products. The Contractor's or subcontractor's personnel, and the personnel of any contractor or subcontractor engaged by the Contractor will have no such rights to work products produced for the County.

All original content and work products developed under this Contract, including, but not limited to, graphics, data, content, information, photos and other products developed as a result of the work performed under the Contract are the sole and exclusive property of Montgomery County, Maryland; are for the exclusive, unlimited use of the County; and must not be used or distributed by the Contractor without prior written permission of the County.

The Contractor must: ensure that any third-party references, graphics, or resource materials used are royalty-free; have licenses for use of such materials when applicable; and properly credit such materials to their source when so required by the source.

The Contractor must not use, publish, or release any information relative to the Contract without the prior written approval of the Contract Administrator, including, but not limited to, mailing lists, brochures, pamphlets, catalogs, data, drawings, photos, reports, video or media clips, descriptions and correspondence. Any such information generated by the Contractor specifically for use in performing the work under the Contract must not be issued, published, or released by the Contractor without prior written consent of the Contract Administrator.

7. INVOICES

All true and corrected invoices and all inquiries regarding payment are to be sent to SNPInvoices@montgomerycountymd.gov. Failure to promptly comply with this requirement must delay payment.

8. PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS

Pursuant to the requirements set forth in the Montgomery County Code, Chapter 11B-49, the Contractor agrees to extend the same terms, conditions, and prices for the goods provided by the Contractor pursuant to this contract to those Non-Profit organizations which may need the goods in order to perform a contract with the County. Non-Profit Organizations are defined as those organizations that are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code but are not defined as a "public entity" under subsection (n) of Chapter 11B-1 of the Montgomery County Code.

9. TRAVEL TIME

No payment for travel time to or from a job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves each job site. The Project Coordinator or Contract Administrator will verify time records.

SECTION D. SCOPE OF SERVICE/WORK

1. BACKGROUND

Montgomery County, Maryland (County), through its Department of Health and Human Services (DHHS) is seeking a food service operation to provide shelf-stable meals for seniors to use during emergencies.

Nutrition services are funded under Public Law 109-365, the Older Americans Act (OAA) of 1965 as amended October 16, 2006. The goal is to promote better health through improved nutrition and to help older adults remain healthy, independent, and active, living with honor and dignity in their homes and communities. The DHHS Senior Nutrition Program (SNP) provides meals for older adults in congregate settings to promote better health with improved nutrition, reduce isolation through socialization, and to provide access to other supportive services. The SNP also provides home-delivered meals for adults who are frail, homebound due to illness or disability, or otherwise isolated.

The County estimates needing between 1,000 and 2,000 shelf-stable meals during the first term of a contract resulting from this Solicitation.

2. SCOPE OF SERVICES

- A. The Contractor must provide shelf-stable meals, as needed, and requested by the County. All meals must meet federal and State requirements mandated by the Maryland Department of Aging (MDoA) and must be prepared and delivered in accordance with Code of Maryland Regulations (COMAR) 10.15.03. In addition, the Contractor, in preparing meals, must comply with Montgomery County Council Resolution 16-134, known as the "Trans Fat Ban", found at <http://www.montgomerycountymd.gov/HHS-Special/LandREnviroHealthTransFat.html>.
- B. Shelf-stable meals must meet all the meal requirements outlined in the MDoA Senior Nutrition Program Menu Policies (Attachment D) and must be certified in writing by a Registered Dietitian Nutritionist (RDN) as to meeting those requirements.
- C. Shelf-stable meals must be packed in boxes that are portable and packed so that food remains in good condition (i.e., crackers are not crushed, cans are not dented, containers do not leak, etc.), and each box must:
 - 1. Include breakfast, lunch, and dinner items for three day's time;
 - 2. Contain instructions for how to combine the box contents into meals that meet the menu requirements; and
 - 3. Contain items that do not exceed the "use by" or "best by" date on the item at any time within the one-year post delivery period.
- D. The Contractor must deliver meals as ordered to multiple County-determined locations in desired quantities and stack the meals in County-designated storage areas at the locations.
 - 1. The Contractor must establish delivery timeframes for orders with each individual location. If the Contractor misses a delivery timeframe without advance notice, the Contractor must apply a 2.5% discount to the order.
 - 2. See Locations and Approximate Number of Boxes (Attachment E) for County-determined locations and the approximate number of boxes needed for each location.

E. The Contractor must make available vegetarian shelf-stable meals that meet all meal requirements per Section D.2(B).

F. The Contractor must provide allergy information for all meal items and be able to provide a complete list of ingredients in each meal item, including pre-packaged items.

3. COUNTY'S RESPONSIBILITIES

A. The County will order meals with a reasonable turnaround time, but with a required delivery date not to exceed 4 weeks from the date of the request.

4. CONTRACTOR'S QUALIFICATIONS

A. The Contractor must have:

1. At least two years' experience in creating shelf-stable meal boxes that meet specific dietary guidelines.
2. Access to an RDN, who can certify the shelf-stable meals meet the menu standards per Section D.2(B).

5. INFORMATION SECURITY

The Contractor must use commercially responsible efforts to ensure that the County's information resources, including electronic data assets, are protected from theft, unauthorized destruction, use, modification, or disclosure as deemed necessary under the County's Information Resources Security Procedure (AP 6-7). To the extent the County has access to the County's network, the Contractor must adhere to the County's Information Resources Security Procedure (6-7).

WEB-LINKS FOR DOCUMENTS AND FORMS:

1. Central Vendor Registration System, www.mcipcc.net.
2. Minority, Female, Disabled Person Subcontractor Performance Plan and Sample MFD Report of Payments Received, www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf, www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf.
3. Wage Requirements for Services Contracts Addendum and Wage Requirements Certification Form and 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form, www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf.

**ATTACHMENT A,
QUOTATION SHEET**

The County does not guarantee that any or all of the goods and services listed in this solicitation may be ordered.

Contractor Name: _____

Fiscal Year: _____

Components of Meal Cost

Calculate total costs for one year and divide by number of meals served during the year. For this calculation, utilize an estimated 1,000 meals.

Cost of raw food. \$_____

Cost of disposables \$_____

Cost of labor \$_____

Cost of overhead \$_____

Cost of transportation. \$_____

Other costs (specify) \$_____

Total costs \$_____

_____	÷	1,000	=	\$_____
Total costs		Number of meals		Cost per shelf-stable meal

Contractor Representative (PLEASE PRINT)

Contractor Representative Signature

Date

**ATTACHMENT B,
MANDATORY INSURANCE REQUIREMENTS (MIRs)**

MANDATORY MINIMUM INSURANCE REQUIREMENTS – Shelf-Stable Meals for Senior Nutrition Program

- Prepare and deliver shelf-stable meals to the elderly

Prior to the execution of the contract by the County, the proposed awardee/contractor must obtain, at their own cost and expense, the following *minimum* (not maximum) 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 proposed awardee/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 the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary with the County's being non-contributory.

Commercial General Liability

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

- Contractual Liability
- Premises and Operations
- Independent Contractors & Subcontractors
- Products and Completed Operations
- Must include volunteers*

Business Automobile 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, including the following:

- Owned automobiles
- Hired automobiles
- Non-owned automobiles

Workers' Compensation/Employers' 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***

Subcontractor Requirements

Unless otherwise stated below the proposed awardee/contractor shall require all subcontractors to obtain, and maintain, insurance with limits equal to, or greater than those limits required within the contract.

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance policies, if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

Policy Cancellation

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

Solicitation #1188743

Certificate Holder

Montgomery County, Maryland
Department of Health and Human Services / Jason Abita
401 Hungerford Drive, 6th Floor
Rockville, Maryland 20850

Solicitation #1188743
ATTACHMENT C,
REFERENCES
(submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms for whom work of a similar scope has been performed within the last three years. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____ CELL PH _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____ CELL PH _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____ CELL PH _____

**ATTACHMENT D,
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.

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

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 it's 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



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
- ½ cup cooked pasta, rice, noodles
- 1 ounce ready-to-eat cereal
- 1 small (2 oz) muffin
- 2” cube cornbread
- 1 tortilla, 6” diameter
- ½ bagel, 3-4” diameter
- 1 small sandwich bun
- ½ cup cooked cereal

- 1 biscuit, 2.5” diameter
- 1 waffle, 4-5” diameter
- 1 slice French toast
- ½ English muffin
- 4-6 crackers (1 oz)
- 1 pancake, 4” diameter
- ½ large hotdog/hamburger bun, 1 oz
- ½ cup bread dressing/stuffing

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
Cantaloupe
Cauliflower
Mango
Strawberries
Green pepper
Honeydew melon

Brussels sprouts
Mandarin oranges
Fruit juices, fortified with Vitamin C Kale
Citrus or citrus juice (Orange, grapefruit)
Sweet red pepper
Sweet potatoes/yams
Tangerine

Vitamin C Food Sources, continued: Fair sources:

Asparagus
Cabbage
Collard greens
Mustard greens
Pineapple
Potatoes

Spinach
Tomatoes, tomato juice or sauce
Turnip greens
Vegetable juice
Watermelon

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 STANDARDS

1. 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,
LOCATIONS AND APPROXIMATE NUMBER OF BOXES**

Location	Approximate Number of Boxes
Benjamin Gaither Center 80 Bureau Dr., Ste A Gaithersburg, MD 20878	10
Churchill Senior Living 21000 & 20990 Father Hurley Blvd. Germantown, MD 20874	35
Damascus Senior Center 9701 Main Street Damascus, MD 20872	55
East County Community Center 3310 Gateshead Manor Way Silver Spring, MD 20904	30
Franklin Apartments 7620 Maple Ave. Takoma Park, MD 20912	45
Germantown Recreation Center 18905 Kingsview Road Germantown, MD 20874	75
Holiday Park Senior Center 3950 Ferrara Dr. Wheaton, MD 20906	110
Arcola Towers 1135 University Blvd. W Silver Spring, MD 20902	20
Bauer Drive Apartments 14635 Bauer Dr. Rockville, MD 20853	25
Forest Oak Towers 101 Odendhal Road Gaithersburg, MD 20877	25
Inwood House 10921 Inwood Ave. Silver Spring, MD 20902	35
Long Branch Community Center 8700 Piney Branch Road Silver Spring, MD 20901	40

Solicitation #1188743

Margaret Schweinhaut Senior Center 1000 Forest Glen Road Silver Spring, MD 20901	90
Montgomery Village Foundation 20125 Arrowhead Road Montgomery Village, MD 20886	15
North Potomac Community Center 13850 Travilah Road North Potomac, MD 20850	170
Rockville Senior Center 1150 Carnation Dr. Rockville, MD 20850	60
Silver Spring Rec and Aquatic Center 1315 Apple Ave. Silver Spring, MD 20910	50
Wheaton Senior Center 11701 Georgia Ave. Silver Spring, MD 20902	160
White Oak Community Center 1700 April Lane Silver Spring, MD 20904	75
SNP Headquarters 401 Hungerford Dr., 4th floor Rockville, MD 20850	10
Social Workers Offices 401 Hungerford Dr., 3rd floor Rockville, MD 20850	40