

Invitation For Bid

Food Service Management Company (FSMC)

For:

School Breakfast Program and National School Lunch Program

Issued by:

Board of Child Care of the United Methodist Church Inc., DBA Everstand
3300 Gaither Rd
Baltimore, MD 21244

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**PART I
GENERAL INFORMATION**

A. Intent

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

B. Bid Submission and Award

1. Sealed bids on the document provided and any accompanying documents must be submitted to Finance Department at finance@everstand.org by 5:00 pm on September 27, 2024.
2. Agency reserves the right to reject any or all bids, if deemed to be in the best interest of the Agency.
3. Each Food Service Management Company (FSMC) must submit a complete response to the Invitation For Bid (IFB) No other distribution of a bid is to be made by the FSMC. A **responsive FSMC must complete and submit Parts I, II, III, and all applicable Resources and Appendices**.
4. Award shall be made to the responsive and responsible FSMC whose bid is most advantageous to the Agency. A responsible FSMC is one who's financial, technical, and other resources indicate an ability to perform the work as required by this solicitation.
5. Bids tendered by mail should be addressed to Finance Department and mail to 3300 Gaither Rd. Baltimore MD 21244 with the exterior of the envelope plainly marked, "**Food Service Bid.**" Allow enough time for delivery to meet the due date.
6. If more than one bids is offered by any one party, by or in the name of another entity or person, all such bids will be rejected.
7. FSMC is expected to be fully informed of the conditions, requirements, and specifications before submitting bid. Failure to do so will be at the FSMC's own risk and FSMC cannot secure relief on the plea of error. If the FSMC desires to personally examine/visit the job site(s), contact: Jordan Doster at jdoster@everstand.org
8. Civil Rights – Nondiscrimination Statements and Assurances

a. USDA Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

2. fax:

(833) 256-1665 or (202) 690-7442; or

3. email:

program.intake@usda.gov

b. MSDE Nondiscrimination Statement

The Maryland State Department of Education does not discriminate on the based of age, ancestry, color, creed, gender identity or expression, genetic information, marital status, mental or physical disability, national origin, race, religious affiliation, belief or opinion, sex, or sexual orientation in matters affecting employment or in providing access to programs and activities; MSDE also provides equal access to the Boy Scouts and other designated youth groups. For inquiries related to MSDE's Non-Discrimination policy, please contact: Agency Equity Officer, Office of Equity Assurance and Compliance, Office of the Deputy State Superintendent of Operations, Maryland State Department of Education, 200 W. Baltimore Street, Baltimore, Maryland 21201-2595, oeac.msde@maryland.gov. Deaf and Hard of Hearing Use Relay.

c. Assurances for contracts that include National School Lunch Program (NSLP) and School Breakfast Program (SBP) ONLY

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

"By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

- 9. Any bid submitted shall be in accordance with State of Maryland laws and regulations of the U.S. Department of Agriculture. **Cost-plus-a-percentage-of-cost contracts are prohibited.**
- 10. The bid of the Agency's selected FSMC must be reviewed by the Maryland State Department of Education (MSDE) prior to final execution of the contract.

C. Incurred Cost

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

D. Subcontracts

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

E. Contract Terms

The initial contract period shall be for a period of Nine months beginning on or about October 1, 2024 and ending June 30, 2025 with the option of up to four one-year renewals by mutual written agreement between the Agency and the FSMC. Each contract renewal must be reviewed by the MSDE prior to execution.

F. Pre-Bid Meeting and Questions

Pre-bid meeting is **not** scheduled. Questions regarding this IFB must be submitted by email to finance@everstand.org not later than five calendar days after the issuance of the IFB. Written answers to questions that change or clarify the IFB will be provided to all prospective FSMCs.

G. Late Bids

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

H. Guarantee

- 1. Submit a guarantee equivalent to five percent of the total bid price which must consist of a firm commitment such as a certified check, or other negotiable instrument accompanying a bid as assurance the FSMC will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. The guarantee will be

returned: (a) to unsuccessful FSMCs as soon as practicable after the opening of bids; and (b) to the successful FSMC upon full execution of the contractual documents.

I. Nonperformance and Excess Costs

1. Nonperformance shall subject the FSMC to specified sanctions, outlined in the contract, in instances where the FSMC violates or breaches contract terms and/or federal and State law or regulation. In the case of nonperformance or noncompliance by the FSMC, the FSMC shall pay the Agency for any excess costs incurred by the Agency for obtaining meals from another source.
2. FSMC will be paid by the Agency for all meals delivered in accordance with the contract and Program(s) regulations. However, neither the USDA nor the MSDE assumes any liability for the payment of differences between the number of meals delivered and the number of meals served.

J. Health Certification and Inspection

1. FSMC shall maintain all applicable State and/or local health certification(s) and regulations for the duration of the contract for any facility in which it proposes to prepare and serve meals.

K. Nonpayment for Spoilage

No payment shall be made for meals that are spoiled or unwholesome at time of delivery, or do not meet detailed specifications as developed by the Agency for each food component specified, or do not otherwise meet the requirements of the contract.

L. Gifts from FSMC

Agency's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from any FSMC. To the extent permissible under State law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards either by the Agency's officers, employees, or agents, or by the FSMC or their agents.

M. Advisory Board

FSMC will participate in an Agency established advisory board composed of parents, teachers, and students to assist in menu planning

N. 21-Day Menu

1. The 21-day menu (Appendix A-4) must be used as the standard for estimating average cost per meal. The 21-day menu must be adhered to for the first 21 days of meal service. Changes thereafter may only be made with Agency approval however, any changes must equal or exceed the original 21-day menu.
2. Menus must comply with the requirements as described in 7 CFR Parts 210, and 220. The Agency has outlined the requirements in Part IV, Resources A - E.
 - a. All bids must include a 21-day menu. The Agency will evaluate the 21-day menu according to the applicable meal pattern requirements.
 - b. The Agency may request information such as sample production records, recipes, and nutrient analysis of all products used in the 21-day menu.

O. Selection of Manager

Agency reserves the right to interview and approve the FSMC food service manager.

P. Code of Conduct

Agency will maintain a written code of conduct governing the performance of their officers, employees, or agents engaged in contract awards and administration when the contract is funded in whole or in part by USDA program funds.

Q. Management Fee

1. Fixed price contract
 1. No management fee increase may be implemented prior to review of FSMC's written request by the MSDE.
 2. The following must be included in the management fee and may not be charged in any other expense:
 - i. Travel expense of all FSMC personnel
 - ii. Menu development specific to the operation
 - iii. On-site food service, employee training, management meetings, and/or management development

programs specific to the operation

- iv. Nutrition education material and program expense
 - v. Design services specific to the operation
 - vi. Cost of production of the following: training manuals, procedures manuals, food service control forms and supplies, and material for special promotions
 - vii. Personal representation visitation and coverage on regular basis by a principal of FSMC
 - viii. Education programs via assembly programs, special programs, parent-teacher meetings and food service advisory committee meetings
 - ix. Keeping the Agency current and aware of policies and procedures of State and federal government as far as food service operations and nutrition are concerned
 - x. All accounting including on-site bookkeeping charges and preparation of the reimbursement claim report
 - xi. All payroll reporting including recording, documentation, and issuance of weekly payroll checks
 - xii. Training of staff
 - xiii. Cleaning of the kitchen, pantry, food servicing areas, and related areas where food is prepared, stored, and provided.
2. The Agency has the right to disqualify bids if any of the above expenses are charged other than to management fee.

R. Economic Price Adjustment and Price Renegotiation

1. Adjustment and/or renegotiation of management fees, meal prices, or food will be allowed in the subsequent years of the agreement. An adjustment or renegotiation allows the vendor to increase their price to the Agency and allows the Agency to demand a price reduction.
 - a. Cost allocations for special functions conducted outside of the nonprofit school food service must be delineated to demonstrate that labor costs are not double billed for Program meals and special function meals.
2. If the vendor requests a price increase, the annual percentage increase must be based on the U.S. Department of Labor, Bureau of Labor Statistics, Food Away From Home series of the Consumer Price Index for All Urban Consumers (CPI-U) for the respective Core Based Statistical Area (CBSA) for the most recent 12-month period immediately preceding the month in which the contract expires or ten percent, whichever is less.
3. Before any fee or price increases can be implemented, the FSMC must document through cost or price analysis the need for such price increase.
4. Agency must forward all documentation to the MSDE for review prior to acceptance of price increase.
5. Any silence, absence or omission from the contract document specifications concerning any point shall be regarded as meaning the only the best commercial practices are to prevail, and the only materials (food, supplies, etc.) and workmanship of a quality that normally be specific by the Agency are to be used.

PART II
CONTRACT SCOPE

A. General Requirements

1. The food service shall be operated and maintained to the benefit of the Agency's participants, faculty, and staff.
2. The food service shall be managed to promote maximum participation in the USDA NSLP and SBP.
3. The FSMC shall have the exclusive right to the food service program at the site(s) specified in the Appendices.
4. The Agency and the FSMC will operate in accordance with 7 CFR Parts 210, 220, 245, 250 and 2 CFR Part 200.
5. FSMC shall provide the type of food service at sites as specified in the Appendices. By mutual agreement, sites may be added to or deleted. However, sites are limited to attendance units of the Agency.
6. Agency reserves the right to maintain food and beverage vending machines in its facilities or to have the FSMC maintain the vending. Revenues must accrue to the Agency.
7. FSMC shall be independent and not an employee of the Agency. The employees of the FSMC are not employees of the Agency.
8. FSMC shall operate the food service in accordance with the policies and regulations of the MSDE and USDA regarding the Program(s) and any additions or amendments thereto.
9. Agency shall have ultimate legal responsibility for the conduct of the overall food service and shall monitor the food service to ensure compliance with the policies and regulations of the MSDE and USDA regarding the Program(s) and any additions or amendments thereto.

B. Responsibilities of the Agency

1. Agency shall ensure the food service is in conformance with its Permanent Agreement and Permanent Policy Statement. If requested, the Agency will make a copy of both documents available to the FSMC.
2. Agency shall retain control of the quality, extent, and general nature of the food service and the prices to be charged for meals.
3. Agency maintains the responsibility for preparing and submitting all reports and claims for reimbursement to the MSDE.
4. Agency shall monitor the food service through periodic on-site visits to include inspection of meals, food preparation, storage and service areas, and sanitation practices.
5. Agency shall approve the menus and recipes and if necessary complete nutrient analysis on USDA approved software of FSMC recipes and other food to be served or sold to participants to ensure compliance with rules and regulations of the MSDE and USDA.
6. Agency shall retain signatory authority for the annual application for participation in the Program(s).
7. Agency shall distribute, collect, and determine eligibility applications for free and reduced-price meals and/or free milk.
8. Agency shall verify applications for free and reduced-price meals as required by federal regulations.
9. Agency shall conduct performance, accountability, and other reviews as required by State and federal regulations and guidelines.
10. Agency shall maintain a system for contract administration to assure contractual compliance with contract terms.
11. Agency shall monitor contract compliance on an ongoing basis and strictly enforce all contract provisions, including those related to the return of discounts, rebates, and applicable credits.
12. Agency shall maintain a system for assuring that the FSMC operates the food service program in conformance with the Agency's Agreement for participation in the Program(s).
13. Agency shall comply with Federal and state standards and policies relating to energy efficiency.
14. Agency shall be responsible for the USDA Foods processing fees incurred if the FSMC declares bankruptcy.
15. Agency shall ensure that the FSMC fully discloses all discounts, rebates, allowances, and incentives received by the FSMC from its suppliers. If the FSMC receives a discount, rebate, allowance, or incentive from any supplier, the FSMC must disclose and return to the Agency the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the Agency. All discounts, rebates, allowances, and incentives must be returned to the Agency on a monthly basis.

16. Agency will provide the FSMC a list of approved sites with projected number of meals for each site and will notify FSMC of site operational changes within a mutually agreed upon time frame.

C. Responsibilities of the FSMC

1. FSMC shall serve on such days and at such times as requested by the Agency:
 - a. Meals, priced as a unit, which meet the requirements prescribed by federal and state regulations.
 - b. Milk served to children pursuant to requirements of the Program(s).
 - c. Other foods as agreed upon by the FSMC and Agency.
2. FSMC shall provide free and reduced-price meals or free milk to those children designated by the Agency.
3. FSMC shall implement the collection procedures specified by the Agency and approved by the MSDE.
4. FSMC shall implement the Offer versus Serve option at sites specified by the Agency.
5. FSMC shall adhere to the 21-day menu as specified by the Agency on Appendices A-4 for the first 21 days of meal service. Thereafter, changes in the menu may be made only with Agency prior approval.
 - a. Menus must comply with the requirements, as described in 7 CFR Parts 210 and 220. The Agency has outlined the requirements for meeting this requirement in Part IV, Resources A - E.
 - b. FSMC must use USDA-approved software to complete an analysis of the 21-day menu cycle.
 - c. Agency will evaluate the 21-day menu according to the applicable meal pattern requirements. The Agency may request information such as sample production records, recipes and the nutrient analysis of all manufacturers' products used to conduct an independent analysis of any item in the 21-day menu.
6. FSMC shall cooperate with the Agency in promoting nutrition education and coordinating the Agency's food service with classroom instruction.
7. FSMC shall use the Agency facilities for the preparation of food to be served only at sites specified in the Appendices.
8. FSMC shall make modifications to the menu plan for participants with disabilities or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement that includes recommended alternate foods. Such statement shall be signed by a recognized medical authority.
9. FSMC shall deposit daily all monies in the Agency account.
10. FSMC shall comply with all local and State sanitation standards.
11. FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to, USDA Foods.
12. FSMC shall comply with Federal and state standards and policies relating to energy efficiency.
13. FSMC shall fully disclose to the Agency all discounts, rebates, allowances, and incentives received from its suppliers. If the FSMC receives a discount, rebate, allowance, or incentive from any supplier, the FSMC must disclose and return to the Agency the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the Agency. All discounts, rebates, allowances, and incentives must be returned to the Agency on a monthly basis. Documentation of discounts, rebates, or applicable credits may be requested by the MSDE.

D. Purchases

1. Agency shall retain title of all purchased food and nonfood items.
2. FSMC must meet minimum food specifications and food quality standards for product size, count, container, and packing medium required by the agency.
3. Once a year, the Agency reserves the right to compare prices of the 30 most-used food and nonfood items. The Agency will compare current vendor price for these items with at least two other local vendors' prices and maintain on file.
4. Nothing in this contract shall prevent the Agency from participating in food co-ops or purchasing food from vendors with whom the FSMC normally does not do business.
5. **Buy American:** FSMC must comply with the Buy American provision in accordance with 7 CFR 210.21(d). Limited exceptions include:
 - a. A product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
 - b. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.
6. To the greatest extent practicable, the purchase, acquisition, or use of goods, products, or materials should be produced in the United States.
7. Agency may request that the FSMC use geographic preference for the procurement of unprocessed agricultural products which are locally grown and locally raised, and that have not been cooked, seasoned, frozen, canned, or

combined with any other products.

E. Sanitation

1. Agency shall remove all trash from the designated areas on a regularly scheduled basis.
2. FSMC shall clean the kitchen, including but not limited to sinks, counters, grease traps, tables, chairs, and utensils.
3. FSMC shall operate and maintain all equipment and food service areas in a clean and safe condition in accordance with acceptable standards and comply with all applicable federal, State, and local laws.
4. Agency shall provide extermination services as needed.
5. FSMC shall clean the dining area, including kitchen, tables and chairs, walls, floors, and window coverings.

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

1. FSMC must comply with 2 CFR Part 200, subpart D and USDA implementing regulations 2 CFR 200 part 400 and part 415, not limited to:
 - a. Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
 - b. Equal Employment Opportunity.
 - c. Contract Work Hours/Safety Standards Act (40 U.S.C. 3701-3708).
 - d. Davis Bacon Act (for construction contracts in excess of \$2,000).
 - e. Rights to inventions made under contract or agreement.
 - f. Debarment and Suspension [Executive Orders 12549 and 1268900].
 - g. Byrd Anti-Lobbying Amendment [31 U.S.C. 1352].
 - h. Clean Air and the Federal Water Pollutions Control Act (42 U.S.C. 7401-7671q. and 33 U.S.C. 121-1387).

G. Use of Facilities and Equipment

1. Agency shall make available without any cost or charge to the FSMC the areas of the premises agreeable to both parties in which the FSMC shall render its services.
2. Agency reserves the right, at its sole discretion to use its facilities to sell or dispense any food or beverage before or after the regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the child nutrition programs.
3. Agency shall return facilities and equipment to the FSMC in the same condition as received when the Agency uses the facilities for extracurricular activities.
4. FSMC shall not use the Agency's facilities to produce food, meals, or services for other organizations without the approval of the Agency.
5. FSMC and Agency shall inventory Agency owned equipment/supplies at the beginning of the contract year.
6. FSMC shall maintain the inventory of expendable equipment necessary for the food service and at the inventory level as specified by the Agency.
7. Agency shall repair and service equipment and make any structural changes needed to comply with federal, State, and local laws, ordinances, rules, and regulations.
8. Agency shall be legally responsible for any losses of USDA Foods which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
9. FSMC shall not remove food preparation and serving equipment owned by the Agency from the Agency's premises without prior approval.
10. FSMC shall provide a written notification to the Agency of any equipment belonging to the FSMC within ten days of its placement on Agency premises.
11. Agency shall not be responsible for loss or damage to equipment owned by the FSMC and located on the Agency premises.
12. Agency shall make available sanitary restroom facilities for FSMC employees.
13. Agency and the MSDE shall have access, with or without notice to the FSMC, to all the Agency's facilities used by the FSMC for purposes of inspection, review and audit.
14. FSMC shall surrender to the Agency upon termination of the contract all equipment and furnishings in good repair and condition.

H. Licenses, Fees, Taxes

1. FSMC shall maintain all licenses, permits, and health certification required by federal, State, and local law. All employees having contact with participants must undergo a criminal background check. The FSMC is responsible for

the fee associated with this background check.

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

I. Terms and Termination

1. Agency shall maintain a contract administration system to ensure the contract is performed in accordance with contract terms and specifications.
2. If the FSMC violates or breaches the terms of and conditions of this contract, the Agency shall give the FSMC written notice and an opportunity to cure the violation/breach. Should the FSMC fail to make reasonable progress to affect such cure, or correct the violation/breach, the Agency may assess the following penalties against the FSMC:
 - a. **First written notification**
Correction or reasonable progress to affect a cure must be within five operating days.
Failure to comply will result in loss of administrative fee for one day per site involved.
 - b. **Second written notification for the same violation**
Correction or reasonable progress to affect a cure must be within five operating days.
Failure to comply will result in loss of administrative fee for five days per site involved.
 - c. **Third written notification for the same violation**
Correction or reasonable progress to affect a cure must be within five operating days.
Failure to comply will result in loss of administrative fee for ten days per site involved.
3. This contract may be terminated for cause by either the Agency or FSMC with a 90-day notification.
4. If the contract is terminated for cause and for convenience by either party, it must include the manner by which it will be affected and the basis for settlement.
5. FSMC shall be subject to administrative, contractual, or legal remedies, sanctions, and penalties as applicable.

J. Recordkeeping

1. FSMC shall maintain such records as the Agency will need to meet monthly reporting responsibilities and the claim for reimbursement, financial, and other reports to the MSDE. The FSMC shall report claims information to the Agency promptly at the end of each month.
2. FSMC shall maintain such records the Agency requires to support claims for reimbursement and other records necessary to comply with federal and State laws and regulations and must report to the Agency promptly at the end of each month. Such records shall be available, for a period of three years from the date of receipt of final payment under the contract, for inspection and audit by representatives of the Agency, MSDE, USDA, and the General Accounting Office, at any reasonable time and place. If audit findings have not been resolved, the records must be retained beyond the three-year period as long as required for the resolution of the issue raised by the audit. All FSMC records pertaining to the Agency shall be maintained at the Agency while the contract is in effect.
3. FSMC shall not remove federally required records upon contract termination.
4. Agency may review and audit FSMC records pertaining to the Agency's food service operation at any time during the period of the contract.
5. FSMC must submit all costs incurred pertaining to Agency food service within 30 days of the last day of each month or the final day of the program.

K. Revenue

1. Agency shall receive all revenue from the food service.
2. The food service revenue shall be used only for the Agency nonprofit food service.
3. The food service revenue shall flow through the Agency chart of accounts.
4. All goods, services, or monies received as the result of a rebate shall be credited to the nonprofit food service account.
5. If reimbursement is denied as a direct result of the failure of the FSMC to comply with the meal requirements of this contract, the FSMC shall assume responsibility of the amount denied.

L. Payment of Fees

1. Agency shall pay the FSMC the billable expenses within 30 days of submission of an invoice date for each monthly period of program operation.
2. FSMC shall receive no payment for meals that are spoiled or unwholesome at time of delivery, or services that do not

meet the detailed specifications for a reimbursable meal in the meal pattern or do not otherwise meet the contract requirements.

3. FSMC must credit the current market value of all USDA Foods to the Agency if the bid price includes food cost.
4. Agency may withhold final payment upon termination of the contract until all federally required records have been turned over to the Agency.
5. Agency will not pay interest on monthly invoice charges from the nonprofit food service account.

M. Emergency Closings

Agency will establish procedures on a site-by-site basis for working with the FSMC when there is a snow emergency, change in site schedule, field trips, unexpected closings or other events known to Agency that may affect participation in the meal program.

N. Indemnification

FSMC shall indemnify and save harmless the Agency against or from all costs, expenses, damages, injury or loss to which the Agency may be subjected by reason of any wrongdoing, misconduct, want of care, skill, negligence, or default in the execution or performance of this contract and shall save and keep harmless the Agency against and from all claims and losses to it from any causes whatsoever, in the matter of making, furnishing and delivering materials/services as called for in contract documents.

O. Quantities

The dollar values and/or quantities stated herein are provided as a general guide for bidding and are not guaranteed. They represent the best estimates of the Agency.

PART III
BID QUALIFICATIONS AND SUBMISSION

A. Required FSMC Qualifications

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

SERVICES DESIRED

The following is a brief description of the available options. Select the appropriate box.

Vendor

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

FSMC

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

PROGRAM MEALS

Select applicable meal types:	Name of USDA Nutrition Program
<input type="checkbox"/> Single Choice Reimbursable Breakfast:	_____
<input type="checkbox"/> Single Choice Reimbursable Lunch:	_____
<input type="checkbox"/> Single Choice Reimbursable Supper:	_____
<input checked="" type="checkbox"/> Multi-Choice Reimbursable Breakfast	<u>SBP</u>
<input checked="" type="checkbox"/> Multi-Choice Reimbursable Lunch:	<u>NSLP</u>
<input type="checkbox"/> Multi-Choice Reimbursable Supper:	_____
<input type="checkbox"/> Afterschool/PM Snack:	_____
<input type="checkbox"/> À la Carte (including catering):	_____
<input checked="" type="checkbox"/> Non-Program Adult Meals:	_____
<input type="checkbox"/> Other (specify):	_____

SITE PROFILE

Site	Address	Age/Grades	Enrollment	Type of Service ¹	Meal Service Times	Number of Service Days	Avg. Daily Participation	Program Name(s) ²
Everstand	3300 Gaither Rd Baltimore, MD 21244	4-12	110	On site	6:30 – 7:45	365		SBP
Everstand	3300 Gaither Rd Baltimore, MD 21244	4-12	110	On site	10:30– 1:30	365		NSLP
Everstand	3300 Gaither Rd Baltimore, MD 21244	4-12	52	On site	4:30 – 6:45	365		Non-Program Supper
	Adult Meals							
	Breakfast		25	On site	6:30 – 7:45			
	Lunch		65	On site	10:30– 1:30			
	Dinner		45	On site	4:30 – 6:45			
	Other							
	Snacks	4-12	110	On Site		365		Non-Program Snacks

¹delivered bulk, delivered pre-plated, or prepared on site

² NSLP (National School Lunch Program), SBP (School Breakfast Program), CACFP (Child and Adult Care Food Program), SFSP (Summer Food Service Program)

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

21- DAY MENU

Agency created menu / FSMC created menu

School Meals CACFP SFSP

Breakfast Lunch Non-Program Supper- Non-Program Snack

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

BID PER MEAL PRICES

A. **Breakfast:**

- School Meals \$_____ each
- CACFP \$_____ each
- SFSP \$_____ each
- Non-Program \$_____ each

B. **Lunch:**

- School Meals \$_____ each
- CACFP \$_____ each
- SFSP \$_____ each
- Non-Program \$_____ each

C. **Supper:**

- CACFP \$_____ each
- SFSP \$_____ each
- Non-Program \$_____ each

D. **Snack:**

- School Meals \$_____ each
- CACFP \$_____ each
- SFSP \$_____ each
- Non-Program \$_____ each

BID GUARANTEE

In submitting this signed bid, FSMC certifies the required bid guarantee are adequate to cover this bid. Failure to abide by this obligation will result in the rejection of the bid.

TOTAL DOLLAR AMOUNT OF BID = \$_____

BID GUARANTEE = \$_____

FSMC is responsible for ensuring the amount of the guarantee meets the amount specified in the contract.

AGREEMENT PAGE

By signing this contract agreement, I certify and affirm:

Uniform Administrative Requirements: To the best knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812).

Debarment, Suspension, Ineligibility, and Voluntary Exclusion: Neither the prospective lower tier participant* nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency. (*A lower tier participant is a subprovider or other participant in the contract, other than the state, that is not the prime provider.)

Lobbying: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing a Member of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan or modification of a Federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit the "Disclosure to Report Lobbying" in accordance with its instructions.

Non-Collusion: All bids have and will be independently arrived at without collusion with any other FSMC or with any competitor or potential competitor; will not be knowingly disclosed, prior to the opening of bids to any other FSMC, competitor, or potential competitor; no attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or to fix overhead, profit, or cost element of a bid price, or to secure any advantage.

The FSMC further certifies that he/she shall operate in accordance with all applicable State and federal regulations and that all terms and conditions within the bid solicitation shall be considered a part of the contract as incorporated therein.

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

AGENCY: _____

FSMC: _____

Authorized Signature _____

Authorized Signature _____

Title _____

Title _____

Date _____

Date _____

ATTEST: _____

ATTEST: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known: ^{4c}		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DESIGNATION OF PROGRAM EXPENSE

1. The FSMC guarantees to the Agency that the operating and billable expenses shall include the expenses as designated under FMSC - Column 1.
2. The Agency shall pay those expenses as designated under Agency - Column 2.

Expense	Column 1 – FSMC (X)	Column 2 – Agency (X)
Labor	X	
Payroll, Managers, and/or Supervisors	X	
Payroll, Full- and Part-Time Workers	X	
Fringe Benefits	X	
Life Insurance	X	
Medical/Dental Insurance	X	
Retirement	X	
Workers Compensation	X	
Unemployment Compensation	X	
Food	X	
USDA Foods (Storage & Processing)		
Food for Resale		
Equipment – original purchase	X	
Maintenance/Repair	X	
Cleaning/Janitorial Supplies	X	
Food Storage/Warehousing	X	
Laundry and Linen	X	
Office Materials	X	
Paper/Disposable Supplies	X	
Pest Control		X
Postage	X	
Printing	X	
Promotional Materials	X	
Taxes and License	X	
Telephone		X
Training	X	
Transportation of Food/Meals	X	
Trash Removal		X
Travel	X	
Uniforms	X	
Utilities		X
Vehicles	X	
Other	X	

AGENCY STATEMENT OF REVENUES

School Meals based on 365 days of operation

	Number of meals	Price	Total
School Breakfast			
Reduced Elementary	_____	x _____ =	\$ _____
Paid Elementary	_____	x _____ =	\$ _____
Reduced Middle	_____	x _____ =	\$ _____
Paid Middle	_____	x _____ =	\$ _____
Reduced High	_____	x _____ =	\$ _____
Paid High	_____	x _____ =	\$ _____
Adult	_____	x _____ =	\$ _____
School Lunch			
Reduced Elementary	_____	x _____ =	\$ _____
Paid Elementary	_____	x _____ =	\$ _____
Reduced Middle	_____	x _____ =	\$ _____
Paid Middle	_____	x _____ =	\$ _____
Reduced High	_____	x _____ =	\$ _____
Paid High	_____	x _____ =	\$ _____
Adult	_____	x _____ =	\$ _____
Catering	_____	x _____ =	\$ _____
Milk Sales	_____	x _____ =	\$ _____
Other (à la carte, etc.)	_____	x _____ =	\$ _____
CACFP			\$ 0
SFSP			\$ 0
TOTAL REVENUE			\$ _____

Reimbursements

	Number of meals	Rate	Total
School Breakfast			
Free	<u>19045</u>	x <u>2.37</u> =	\$ <u>45,137</u>
Reduced	_____	x <u>2.07</u> =	\$ _____
Paid	<u>11745</u>	x <u>0.39</u> =	\$ <u>4581</u>
School Lunch			
Free	<u>8825</u>	x <u>4.43</u> =	\$ <u>39095</u>
Reduced	_____	x <u>4.03</u> =	\$ _____
Paid	<u>7365</u>	x <u>0.42</u> =	\$ <u>3093</u>
School Snack			
Free	_____	x <u>1.21</u> =	\$ _____
Reduced	_____	x <u>0.60</u> =	\$ _____
Paid	_____	x <u>0.11</u> =	\$ _____
TOTAL REIMBURSEMENT			\$ <u>91,905</u>
STATE FUNDS			\$ <u>91,905</u>
INTEREST INCOME			\$ _____

GRAND TOTAL REVENUE **\$ 91,905**

AGENCY FOOD SERVICE LABOR WORKSHEET

Pay Rates for SY _____

Site	Job Title	Hourly Rate	Daily Hours	Number of Days Paid	Total Annual Wages
N/A					

Total Labor \$ _____
Retirement \$ _____
Substitute Pay \$ _____

FSMC LABOR WORKSHEET

Pay Rates for SY _____

Site	Job Title	Hourly Rate	Daily Hours	Number of Days Paid	Total Annual Wages

Total Labor \$ _____
Retirement \$ _____
Substitute Pay \$ _____

FSMC FRINGE BENEFIT MONTHLY COST SHEET

_____(month) _____(year)

Position	Hospitalization	Dental	Vision	Longevity or Annuity	Life	Total
TOTAL COST	\$	\$	\$	\$	\$	\$

Are fringes paid by district 10 months or 12 months?

Is workers compensation charged to food service? Yes No

If Yes, what percent? _____%

FSMC STATEMENT OF PROJECTED INCOME AND EXPENSES

The FSMC will be the guarantor of the sufficiency of the budget. A proposed financial budget must be included in the bid and contain the following information:

PROJECTED TOTAL INCOME

Cash Sales _____
 Other Income _____
TOTAL INCOME \$ _____

PROJECTED TOTAL EXPENSE

	<u>Total Cost</u>	<u>Cost per Meal</u>
Food cost	_____	_____
Labor incl. benefits	_____	_____
Taxes	_____	_____
Insurance	_____	_____
Supplies	_____	_____
Laundry	_____	_____
Management fee	_____	_____
Other*	_____	_____
TOTAL EXPENSES	\$ _____	

Cost Reimbursable Contract:
Guaranteed Net Profit to Agency \$ _____

***All Other Expenses:** _____ (list)

FSMC STATEMENT OF PROJECTED REVENUES

School Meals based on 365 days of operation.

	Number of meals	Rate	Total
School Breakfast			
Elementary			
Free	_____	x _____ =	\$ _____
Reduced	_____	x _____ =	\$ _____
Paid	_____	x _____ =	\$ _____
Middle			
Free	_____	x _____ =	\$ _____
Reduced	_____	x _____ =	\$ _____
Paid	_____	x _____ =	\$ _____
High			
Free	_____	x _____ =	\$ _____
Reduced	_____	x _____ =	\$ _____
Paid	_____	x _____ =	\$ _____
School Lunch			
Elementary			
Free	_____	x _____ =	\$ _____
Reduced	_____	x _____ =	\$ _____
Paid	_____	x _____ =	\$ _____
Middle			
Free	_____	x _____ =	\$ _____
Reduced	_____	x _____ =	\$ _____
Paid	_____	x _____ =	\$ _____
High			
Free	_____	x _____ =	\$ _____
Reduced	_____	x _____ =	\$ _____
Paid	_____	x _____ =	\$ _____
School Snack			
Free	_____	x _____ =	\$ _____
Reduced	_____	x _____ =	\$ _____
Paid	_____	x _____ =	\$ _____
Adult	_____	x _____ =	\$ _____
Catering	_____	x _____ =	\$ _____
Milk Sales	_____	x _____ =	\$ _____
Other (vending, à la carte, etc)	_____	x _____ =	\$ _____
GRAND TOTAL REVENUE			\$ _____

RESOURCES

SCHOOL BREAKFAST PROGRAM Meal Pattern

	Grades K-5	Grades 6-8	Grades 9-12
Food Components	Amount of Food ^a per Week		
	(minimum per day)		
Fruits (cups) ^{b c}	5 (1)	5 (1)	5 (1)
Vegetables (cups) ^{b c}	0	0	0
Dark green	0	0	0
Red/Orange	0	0	0
Beans and peas (legumes)	0	0	0
Starchy	0	0	0
Other	0	0	0
Grains (oz eq) ^d	7-10 (1)	8-10 (1)	9-10 (1)
Meats/Meat Alternates (oz eq) ^e	0	0	0
Fluid milk ^f (cups)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week			
Min-max calories (kcal) ^{g h}	350-500	400-550	450-600
Saturated fat (% of total calories) ^h	<10	<10	<10
Sodium Target 1 (mg)	≤ 540	≤ 600	≤ 640
<i>Trans</i> fat ^h	Nutrition label or manufacturer specifications must indicate zero grams of <i>trans</i> fat per serving.		

^a Food items included in each group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

^b One-quarter cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength. ^c Schools must offer 1 cup of fruit daily and 5 cups of fruit weekly. Vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans/peas (legumes), or "Other vegetables" subgroups, as defined in §210.10(c)(2)(iii) of this chapter.

^d At least 80 percent of grains offered weekly must meet the whole grain-rich criteria specified in FNS guidance, and the remaining grain items offered must be enriched. Schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

^e There is no meat/meat alternate requirement.

^f All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be unflavored or flavored, provided that unflavored milk is offered at each meal service.

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

^h Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, *trans* fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

NATIONAL SCHOOL LUNCH PROGRAM Meal Pattern

	Grades K-5	Grades 6-8	Grades 9-12
Food Components	Amount of Food ^a per Week		
	(minimum per day)		
Fruits (cups) ^b	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) ^b	3¾ (¾)	3¾ (¾)	5 (1)
Dark green ^c	½	½	½
Red/Orange ^c	¾	¾	1¼
Beans and peas (legumes) ^c	½	½	½
Starchy ^c	½	½	½
Other ^{c d}	½	½	¾
Additional Vegetables to Reach Total ^e	1	1	1½
Grains (oz eq) ^f	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ^g	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on the Average for a 5-Day Week			
Min-max calories (kcal) ^h	550-650	600-700	750-850
Saturated fat (% of total calories) ^h	<10	<10	<10
Sodium Interim Target 1 (mg) ^h	≤ 1,230	≤ 1,360	≤ 1,420
Sodium Interim Target 1A (mg) ^{hi}	≤ 1,110	≤ 1,225	≤ 1,280
<i>Trans</i> fat ^h	Nutrition label or manufacturer specifications must indicate zero grams of <i>trans</i> fat per serving.		

^a Food items included in each group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

^b One-quarter cup of dried fruit counts as 1/2 cup of fruit; 1 cup of leafy greens counts as 1/2 cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

^c Larger amounts of these vegetables may be served.

^d This category consists of "Other vegetables" as defined in paragraph (c)(2)(iii)(E) of this section. For the purposes of the NSLP, the "Other vegetables" requirement may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups as defined in paragraph (c)(2)(iii) of this section.

^e Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

^f At least 80 percent of grains offered weekly must meet the whole grain-rich criteria specified in FNS guidance, and the remaining grain items offered must be enriched.

^g All fluid milk must be fat-free (skim) or low-fat (1 percent fat or less). Milk may be flavored or flavored, provided that unflavored milk is offered at each meal service.

^h Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, *trans* fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent are not allowed.

ⁱ Sodium Interim Target 1A must be met no later than July 1, 2023 (SY 2023-2024).

AFTERSCHOOL CARE Meal Pattern (grades K-12)

Resource C

Must contain two different components from the following four:

1. A serving of fluid milk as a beverage, or on cereal, or used in part for each purpose.
2. A serving of meat or meat alternate, including nuts and seeds and their butters listed in FNS guidance that are nutritionally comparable to meat or other meat alternates based on available nutritional data.

(A) Nut and seed meals or flours may be used only if they meet the requirements for alternate protein products established in appendix A of this part.

(B) Acorns, chestnuts, and coconuts cannot be used as meat alternates due to their low protein and iron content.
3. A serving of vegetable or fruit, or full-strength vegetable or fruit juice, or an equivalent quantity of any combination of these foods. Juice must not be served when fluid milk is served as the only other component.
4. A serving of whole-grain or enriched bread; or an equivalent serving of a bread product, such as cornbread, biscuits, rolls, or muffins made with whole-grain or enriched meal or flour; or a serving of cooked whole-grain or enriched pasta or noodle products such as macaroni, or cereal grains such as enriched rice, bulgur, or enriched corn grits; or an equivalent quantity of any combination of these foods.

NOTE: Afterschool snacks served to children preschoolers must follow CACFP meal patterns.
Not required for non-program snacks

SFSP Lunch or Supper Meal Pattern

Select All Four Components for a Reimbursable Meal

1 milk	1 cup fluid milk
2 vegetables and/or fruits	$\frac{3}{4}$ cup (total) juice, ¹ fruit and/or vegetable
1 bread or bread alternate ²	1 slice bread or 1 serving cornbread or biscuit or roll or muffin or $\frac{1}{2}$ cup hot cooked cereal or $\frac{1}{2}$ cup cooked pasta or noodles or grains
1 meat or meat alternate	2 oz. lean meat or poultry or fish ³ or 2 oz. alternate protein product or 2 oz. cheese or 1 large egg or $\frac{1}{2}$ cup cooked dry beans or peas or 4 Tbsp. peanut or other nut or seed butter or 1 oz. nuts and/or seeds ⁴ or 8 oz. yogurt ⁵

¹ Fruit or vegetable juice must be full-strength. Full-strength fruit or vegetable juice may be counted to meet not more than one-half of this requirement.

² Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

³ A serving consists of the edible portion of cooked lean meat or poultry or fish.

⁴ Nuts and seeds may meet only one-half of the total meat/meat alternate serving and must be combined with another meat/meat alternate to fulfill the lunch or supper requirement.

⁵ Yogurt may be plain or flavored, unsweetened or sweetened.

Maryland and USDA Professional Standards for School Nutrition Personnel

Updated June 2019

Annual Training Requirements by Position Category, from July 1- June 30th

Resource E

Position	Hours per Year
School Nutrition Program Directors (System-Level)	12 hours
Managers (School- Level)	10 hours
Staff (System and School-Level) working <u>at least</u> 20 hours/ week	6 hours
Staff (System and School-Level) working <u>less than</u> 20 hours/ week	4 hours

* Note: If hired on January 1 or later, an employee must only complete half of the above training hours.

USDA Employee Categories and Positions:

USDA Category	Examples of Positions Within This Category
School Nutrition Program Directors (System/Agency-Level Leaders)	<ul style="list-style-type: none"> • Food/Nutrition Services Director • Assistant Director, • Specialists (i.e., Dietitian, Chef), • Area/Regional Supervisors, • Coordinators
Managers (School/Site- Level Leaders)	<ul style="list-style-type: none"> • Kitchen/Site Managers • Assistant Managers
Staff (System or School-Level) working <u>at least</u> 20 hours/ week on average without managerial responsibilities	<ul style="list-style-type: none"> • Food Service Workers • Cooks • Line Servers • Cashiers • Administrative Staff working with claims, Meal Benefit Applications, etc. • Warehouse/Food Transport Staff • Floats • Substitutes • Temporary staff
Staff (System and School-Level) working <u>less than</u> 20 hours/ week on average without managerial responsibilities	

Appropriate Training Sources:

- Locally developed training: Consult with State Agency staff for assistance or resources
- Professional Associations: Maryland School Nutrition Association, School Nutrition Association, Academy of Nutrition & Dietetics, etc.
- State Agency: Office of School & Community Nutrition Programs: www.eatsmartmaryland.org
- Institute for Child Nutrition (ICN) (formerly NFSMI): www.theicn.org
- USDA Professional Standards: <http://professionalstandards.nal.usda.gov>
- Universities/Colleges
- University Extension Services

Hiring Standards for NEW School Nutrition Program Directors

Required Food Safety Training:

Food Safety Training: New Directors must have received at least 8 hours of training within the 5 years prior to hire, or within 30 days of start date.

Required Education and Experience:

Student Enrollment 10,000+: New Directors must meet at least one:

- Bachelor's degree, or equivalent educational experience, with academic major in specific areas.*
 - Bachelor's degree in any academic major, **and** a State-recognized certificate for school nutrition directors.
 - Bachelor's degree in any academic major **and** at least 5 years of experience in management of school nutrition programs.
- + At least 1 year of management experience, preferably in school nutrition, is strongly recommended
- + At least 3 credit hours at the university level in food service management plus at least 3 credit hours in nutritional sciences at the time of hire is strongly preferred.

Minimum Education Standards (Preferred): Master's degree, or willingness to work toward a Master's degree, preferred.

Student Enrollment 2,500-9,999: New Directors must meet at least one:

- Bachelor's degree, or equivalent educational experience, with academic major in specific areas.*
- Bachelor's degree, or equivalent educational experience, in any academic major, **and** a State-recognized certificate for school nutrition directors.
- Bachelor's degree in any academic major **and** at least 2 years of relevant experience in school nutrition programs.
- Associate's degree or equivalent educational experience, with academic major in specific areas,* **and** at least 2 years of relevant experience in school nutrition programs.

Minimum Education Standards (Preferred): Directors hired without a bachelor's degree are strongly encouraged to work toward attaining a bachelor's degree upon hiring.

Student Enrollment less than 2,499: New Directors must meet at least one:

- Bachelor's degree, or equivalent educational experience, with academic major in specific areas*.
- Bachelor's degree, or equivalent educational experience, in any academic major, **and** a State-recognized certificate or at least one year of relevant experience in food service**.
- Associate's degree or equivalent educational experience, with academic major in specific areas,* **and** at least one year of relevant experience in food service**.
- High school diploma (or GED) **and** at least 3 years of relevant experience in food service.

Minimum Education Standards (Preferred): Directors hired without an associate's degree are strongly encouraged to work toward attaining an associate's degree upon hiring.

Student Enrollment less than 500: Candidates must meet the educational standards as listed for schools with fewer than 2,499 students.

* Specific majors/areas of concentration: food and nutrition, food service management, dietetics, family and consumer sciences, nutrition education, culinary arts, business, or a related field.

** Documented relevant food service experience may be unpaid with Associates degree or higher.