

Notice of Request for Proposals (RFP)

The Community Action Council of Howard County, Inc. invites Vendors to submit sealed proposals to provide food services for site(s) that participate in the U.S. Department of Agriculture (USDA) CACFP program. Specifications and proposals may be obtained at cac-hc.org beginning on 8/8/2025 from 9am until 5pm.

Sealed proposals presented in duplicate will be received by Community Action Council of Howard County, Inc. at 9820 Patuxent Woods Drive until 8/25/2025 at 4:30pm for the contract period October 1, 2025 through September 30, 2026 inclusive.

Sealed proposals from those bidders meeting qualifications criteria will be opened on 8/26/2025 at 9am with award to be made on 09/02/2025 at 9am. The agency reserves the right to check all outside references.

Agency reserves the right to accept or reject any or all proposals and to waive any informality in bids received. All awards are made pending Maryland State Department of Education review for USDA regulatory compliance.

Request for Proposals
Vendor/Caterer—Meals Only

For:
USDA Child and Adult Care Food Program

Issued by:
Community Action Council of Howard County, Inc.

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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 Community Action Council of Howard County, Inc., hereinafter referred to as the Agency. The statements, items, and criteria set forth herein are the minimum requirements to be provided in the proposal submission and the contractual agreement.

B. Proposal Submission and Award

1. Sealed proposals on the forms provided and accompanying documents **must** be submitted to Community Action Council of Howard County, Inc. 9820 Patuxent Woods Drive, Columbia, MD 21046 - Attention: Floyd Klauka - Director of Finance by 4:30pm on Monday, August 25, 2025.
2. The Agency reserves the right to reject any or all proposals, if deemed to be in the best interest of the Agency.
3. To be considered, each Vendor must submit a **complete** response to the Request for Proposals (RFP). No other distribution of a proposal is to be made by the Vendor. **Vendors must complete, sign, and submit Parts I, II, III, and all applicable Resources and Appendices.**
4. Award shall be made to the responsible Vendor whose proposal is most advantageous to the Agency. A responsible Vendor is one who's financial, technical, and other resources indicate an ability to perform as required by this solicitation.
5. Proposals tendered by mail should be addressed to Floyd Klauka - Director of Finance with the exterior of the envelope plainly marked, "**Food Service Proposal.**" Allow enough time for delivery to meet the due date.
6. If more than one proposal is offered by any one party, by or in the name of another entity or person, all such proposals will be rejected.
7. All Vendors are expected to be fully informed of the conditions, requirements, and specifications before submitting proposal. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. If the Vendor desires to personally examine/visit the job site(s) to relate the existing conditions to the proposal document requirements, contact: Erin Adelsberger- Director of Education at 410-313-9589.
8. Civil Rights – Nondiscrimination Statements and Assurances

a. USDA Nondiscrimination Statement

In accordance with federal civil rights law and USDA civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, [AD-3027](#), found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. **Mail:** U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW, Mail Stop 9410
Washington, D.C. 20250-9410;
2. **Fax:** (202) 690-7442; or
3. **Email:** program.intake@usda.gov

This institution is an equal opportunity provider, employer, and lender.

b. MSDE Nondiscrimination Statement

The Maryland State Department of Education does not discriminate on the basis of age, ancestry/national origin, color, disability, gender identity/expression, marital status, race, religion, sex, or sexual orientation in matters affecting employment or in providing access to programs and activities and provides equal access to the Boy Scouts and other designated youth groups. For inquiries related to Department policy, please contact: Agency Equity Officer, Equity Assurance and Compliance Office, Office of the Deputy State Superintendent for Finance and Administration, Maryland State Department of Education, 200 W. Baltimore Street - 6th Floor, Baltimore, Maryland 21201-2595, 410-767-0426 – voice, 410-767-0431 – fax, 410-333-6442 - TTY/TDD.

c. Assurances for contracts that include the Child and Adult Care Food Program (CACFP) and Summer Food Service Program (SFSP)

"The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement."

"This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance."

"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. **The proposal of the Agency's selected Vendor/Food Service Management Company (FSMC) must be reviewed by the Maryland State Department of Education (MSDE) for regulatory compliance prior to final execution of the contract.**
10. Any proposal submitted shall be in accordance with the laws of the State of Maryland and regulations of the U.S. Department of Agriculture.

C. Incurred Cost

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

D. Contract Terms

The contract shall be for a period of one year/12 months beginning on or about October 1, 2025 and ending September 30, 2026 with the option of up to four one-year renewals by mutual written agreement between the Agency and the Vendor. Each contract renewal must be reviewed by MSDE prior to execution.

E. Pre-Proposal Meeting/Questions

- ☐ Pre-proposal meeting is scheduled for _____ (date, time, and location). Attendance is required. No proposal will be accepted from a Vendor not in attendance at this meeting.
- ☒ Pre-proposal meeting is **not** scheduled. Questions regarding this ITB/RFP must be submitted in writing to the

agency not later than five calendar days after the issuance of the ITB/RFP. Written answers to questions that change or substantially clarify the ITB/RFP will be provided to all prospective Vendors.

F. Late Proposals

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

G. Nonperformance and Excess Costs

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

H. Health Certification and Inspection

Vendor shall have the most recent authorized State or local health official's certification for any facility that it proposes to prepare meals and shall maintain such certification for the duration of the contract. The certification must cover the transport of food from the facility to the site.

I. 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.

J. Gifts from Vendor

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

K. 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 Part 226. The Agency has outlined the requirements of the method for meeting the requirement in Resource A.
 - a. All proposals must include a 21-day Menu.
 - b. Agency will evaluate the 21-day Menu according to the applicable meal pattern requirements.
 - c. Agency may request information such as sample production records, recipes, and nutrient analysis of all products used in the 21-day Menu.

L. 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.

M. 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.

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 Vendor/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.

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 Child and Adult Care Food Program.
3. Vendor 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.
4. Subcontracting, as stated in Part I, is prohibited.
5. Vendor shall be independent and not an employee of the Agency. The employees of the Vendor are not employees of the Agency.
6. Agency shall have ultimate legal responsibility for the conduct of the overall food service and shall monitor the food service to ensure compliance with the policies and regulations of MSDE and USDA regarding the Program and any additions or amendments thereto.

B. Responsibilities of the Agency

1. Agency shall ensure the food service is in conformance with its Permanent Agreement and Permanent Policy Statement. If requested, the Agency will make a copy of both documents available to the Vendor.
2. Agency shall retain control of the quality, extent, and general nature of the food service.
3. Agency maintains the responsibility for preparing and submitting all reports and claims for reimbursement to MSDE.
4. Agency shall monitor the food service through periodic on-site visits to include inspection of meals, food preparation, storage and service areas, and sanitation practices.
5. Agency shall approve the menus and recipes to ensure compliance with rules and regulations of MSDE and USDA.
6. Agency shall retain signatory authority for the annual update for participation in the Program.
7. Agency shall distribute, collect, and determine eligibility applications for free and reduced-price meals.
8. Agency shall conduct performance, accountability, and other reviews as required by State and federal regulations and guidelines.
9. Agency shall maintain a system for contract administration to assure contractual compliance with contract terms.
10. Agency shall maintain a system for assuring that the Vendor operates the food service program in conformance with the Agency's Agreement for participation in the Program(s).
11. Agency shall comply with mandatory standards and policies relating to energy efficiency in the State of Maryland.
12. Agency will provide the Vendor a list of sites with projected number of meals for each site and will notify Vendor of site operational changes within a mutually agreed upon time frame.

C. Responsibilities of the Vendor

1. Vendor shall serve on such days and at such times as requested by the Agency:
 - a. Meals, priced as a unit that meet the requirements prescribed by federal and state regulations.
 - b. Milk, served to children/adults pursuant to requirements of the Program(s).
 - c. Other foods as agreed upon by the Vendor and Agency.
2. Vendor 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.
3. Menus must comply with the requirements, as described in 7 CFR Part 226. The Agency has outlined the requirements for meeting this requirement in Resource A.
4. Agency will evaluate the 21-day menu according to the applicable meal pattern requirements. The Agency may request information such as sample production records, recipes (USDA and/or local) and the nutrient analysis of all manufacturers' products used to conduct an independent analysis of any item in the 21-day menu.

5. Vendor 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.
6. Vendor shall comply with all local and State sanitation standards.
7. Vendor shall comply with mandatory standards and policies relating to energy efficiency in the State of Maryland.

D. Purchases

1. Agency shall retain title of all purchased food and nonfood items.
2. Agency may submit to the Vendor minimum food specifications regarding food quality label grading.
3. Agency may request that the Vendor 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. Vendor shall operate and maintain all equipment and food preparation areas in a clean, safe, and healthy condition in accordance with standards acceptable to the Agency and comply with all applicable laws, ordinances, regulations, and rules of federal, State, and local authorities.
2. Agency shall provide extermination services as needed.
3. Agency shall clean the dining/cafeteria area, including tables and chairs, walls, floors, and window coverings.

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

1. Vendor/FSMC agrees to comply with 2 CFR Part 200 including Appendices, and not limited to:
 - a. Equal Employment Opportunity.
 - b. Contract Work Hours/Safety Standards Act (40 U.S.C. 3701-3708).
 - c. Davis Bacon Act (for construction contracts in excess of \$2,000).
 - d. Rights to inventions made under contract or agreement.
 - e. Debarment and Suspension [Executive Orders 12549 and 1268900].
 - f. Byrd Anti-Lobbying Amendment [31 U.S.C. 1352].
 - g. Clean Air and the Federal Water Pollutions Control Act (42 U.S.C. 7401-7671q. and 33 U.S.C. 121-1387).

G. Use of Facilities and Equipment

1. Agency shall return equipment to the Vendor in the same condition as received.
2. Vendor shall not remove food preparation and serving equipment owned by the Agency from the Agency's premises without prior approval.
3. Agency shall not be responsible for loss or damage to equipment owned by the Vendor and located on the Agency premises.
4. Agency and MSDE shall have access, with or without notice to the Vendor, to all of the facilities used by the Vendor for purposes of inspection, review and audit.

H. Licenses, Fees, Taxes

1. Vendor 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 Vendor is responsible for the fee associated with this background check.
2. Vendor shall have State or local health certification for any facility it proposes to prepare meals, and the Vendor shall maintain this health certification for the duration of the contract. If applicable, the transport of food prepared by the Vendor 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 Vendor violates or breaches the terms of and conditions of this contract, the Agency shall give the Vendor written notice and an opportunity to cure the violation/breach.
3. This contract may be terminated for cause by either the Agency or Vendor with a 60-day notification.
4. This contract may be terminated for convenience by the Agency. The Agency will determine the manner by which this will be effected and the basis for settlement.

5. This contract includes the provision that the contract may be terminated by the Vendor provided the Vendor includes the manner by which the provision will be effected and the basis for settlement.
6. This contract may be terminated by the Vendor due to circumstances beyond the control of the Vendor.
7. Vendor shall be subject to administrative, contractual, or legal remedies, sanctions, and penalties as applicable.

J. Recordkeeping

1. Vendor 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.
2. Vendor 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 Vendor records pertaining to the Agency shall be maintained at the Agency while the contract is in effect.
3. Vendor shall provide federally-required records to the Agency upon contract termination.
4. Agency may review and audit Vendor records pertaining to the Agency's food service operation at any time during the period of the contract.

K. Revenue

If reimbursement is denied as a direct result of the failure of the Vendor to comply with the meal requirements of this contract, the Vendor shall assume responsibility of the amount denied.

L. Payment of Fees

1. Vendor 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.
2. Agency may withhold final payment upon termination of the contract until all federally required records have been turned over to the Agency.

M. Emergency Closings

Agency will establish procedures on a site-by-site basis for working with the Vendor 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

Vendor 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 proposing but are not guaranteed; they represent the best estimates of the Agency.

PART III
PROPOSAL QUALIFICATIONS AND SUBMISSION

A. Required Vendor Qualifications

1. Provide evidence of current experience as a Vendor in schools, colleges/universities, child and adult care centers, hospitals, or commercial sector.
2. Provide references of Vendor contracts with other agencies for a minimum of the past two years.
3. Provide a representative list of agencies and/or facilities with which you currently have a Vendor contract.
4. Provide a list of Agencies where contracts were lost in the past three years (maximum of five).
5. Submit all Parts of the ITB/RFP along with required documents.

B. Award Criteria

Criteria	Weight
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<u>Price</u>	<u>40</u> POINTS POSSIBLE
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<u>Menu- Including Food Quality and Variety</u>	<u>35</u> POINTS POSSIBLE
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<u>Adequacy of Plant & Transportation</u>	<u>15</u> POINTS POSSIBLE
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<u>Financial Capability</u>	<u>5</u> POINTS POSSIBLE
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<u>References</u>	<u>5</u> POINTS POSSIBLE
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TOTAL	100 POINTS POSSIBLE
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Child and Adult Care Food Program Meal Pattern Requirements
Infant Meal Pattern

Breakfast	
Birth through 5 months	6 through 11 months
4-6 fluid ounces breastmilk ¹ or formula ²	6-8 fluid ounces breastmilk ¹ or formula ² ; and 0-4 tablespoons infant cereal ^{2,3} meat, fish, poultry, whole egg, cooked dry beans, or cooked dry peas; or 0-2 ounces of cheese; or 0-4 ounces (volume) of cottage cheese; or 0-4 ounces or ½cup of yogurt ⁴ ; or a combination of the above ⁵ ; and 0-2 tablespoons vegetable or fruit or a combination of both ^{5,6}

¹ Breastmilk or formula, or portions of both, must be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more.

² Infant formula and dry infant cereal must be iron-fortified.

³ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁴ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁵ A serving of this component is required when the infant is developmentally ready to accept it.

⁶ Fruit and vegetable juices must not be served.

Infant Meal Pattern

Lunch and Supper	
Birth through 5 months	6 through 11 months
4-6 fluid ounces breastmilk ¹ or formula ²	6-8 fluid ounces breastmilk ¹ or formula ² ; and 0-4 tablespoons infant cereal ^{2,3} meat, fish, poultry, whole egg, cooked dry beans, or cooked dry peas; or 0-2 ounces of cheese; or 0-4 ounces (volume) of cottage cheese; or 0-4 ounces or ½cup of yogurt ⁴ ; or a combination of the above ⁵ ; and 0-2 tablespoons vegetable or fruit or a combination of both ^{5,6}

¹ Breastmilk or formula, or portions of both, must be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more.

² Infant formula and dry infant cereal must be iron-fortified.

³ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁴ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁵ A serving of this component is required when the infant is developmentally ready to accept it.

⁶ Fruit and vegetable juices must not be served.

Infant Meal Pattern

Snack	
Birth through 5 months	6 through 11 months
4-6 fluid ounces breastmilk ¹ or formula ²	2-4 fluid ounces breastmilk ¹ or formula ² ; and 0-½ slice bread ^{3,4} ; or 0-2 crackers ^{3,4} ; or 0-4 tablespoons infant cereal ^{2,3,4} or ready-to-eat breakfast cereal ^{3,4,5,6} ; and 0-2 tablespoons vegetable or fruit, or a combination of both ^{6,7}

¹ Breastmilk or formula, or portions of both, must be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more.

² Infant formula and dry infant cereal must be iron-fortified.

³ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁴ A serving of grains must be whole grain-rich, enriched meal, or enriched flour.

⁵ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

⁶ A serving of this component is required when the infant is developmentally ready to accept it.

⁷ Fruit and vegetable juices must not be served.

CHILD MEAL PATTERN

Breakfast (Select all three components for a reimbursable meal)				
Food Components and Food Items¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool programs and emergency shelters)
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both⁴	¼ cup	½ cup	½ cup	½ cup
Grains (oz eq)^{5,6,7}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁸ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{8,9}				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅞ cup	⅞ cup	¼ cup	¼ cup

¹ Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁵ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

⁶ Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.

⁷ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁸ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ¾ cup for children ages 6-12.

CHILD MEAL PATTERN

Lunch and Supper (Select all five components for a reimbursable meal)				
Food Components and Food Items¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² (at-risk afterschool programs and emergency shelters)
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	⅜ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables⁶	⅛ cup	¼ cup	½ cup	½ cup
Fruits^{6,7}	⅛ cup	¼ cup	½ cup	½ cup
Grains (oz eq)^{8,9}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast	¼ cup	¼ cup	½ cup	½ cup

¹ Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored

fat-free (skim) milk for children six years old and older.

⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.

⁵ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁷ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

⁸ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards the grains requirement.

⁹ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of the creditable grain.

¹⁰ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

CHILD MEAL PATTERN

Snack (Select two of the five components for a reimbursable snack)				
Food Components and Food Items¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² <small>(at-risk afterschool programs and emergency)</small>
Fluid Milk³	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	½ ounce	½ ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products ⁴	½ ounce	½ ounce	1 ounce	1 ounce
Cheese	½ ounce	½ ounce	1 ounce	1 ounce
Large egg	½	½	½	½
Cooked dry beans or peas	⅓ cup	⅓ cup	¼ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters	1 tbsp	1 tbsp	2 tbsp	2 tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	2 ounces or ¼ cup	2 ounces or ¼ cup	4 ounces or ½ cup	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	½ ounce	½ ounce	1 ounce	1 ounce
Vegetables⁶	½ cup	½ cup	¾ cup	¾ cup
Fruits⁶	½ cup	½ cup	¾ cup	¾ cup
Grains (oz eq)^{7,8}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁹ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{9,10}				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅓ cup	⅓ cup	¼ cup	¼ cup

¹ Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.

⁵Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁶Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁷At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

⁸Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁹Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

¹⁰Beginning October 1, 2019, the minimum serving sizes specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is $\frac{1}{4}$ cup for children ages 1-2; $\frac{1}{3}$ cup for children ages 3-5; and $\frac{3}{4}$ cup for children ages 6-12.

SERVICES DESIRED

Vendor – Delivered Meals Only

Vendor will provide all food supplies as per Agency specifications. The cost of the food will be a major part of the proposal price

TYPES OF CACFP MEALS DESIRED**Check appropriate boxes:**

- ☒ Single Choice Reimbursable Breakfasts
- ☒ Single Choice Reimbursable Lunches
- ☐ Single Choice Reimbursable Suppers
- ☐ Multi-Choice Reimbursable Breakfasts
- ☐ Multi-Choice Reimbursable Lunches
- ☐ Multi-Choice Reimbursable Suppers
- ☒ Afterschool/PM Snacks
- ☐ Staff Meals
- ☐ Other (specify)

SITE PROFILE

Site	Address	Age ¹	Enrollment	Type of Service ²	Meal Service Times	Number of Service Days	Avg. Daily Participation
Dasher Green Head Start Center	6680 Cradlerock Way Columbia, MD 21045	2-5	100	Breakfast Lunch Snack- PM Snack- Afterschool	B – 8:30 am L – 11.30 am S – 1.30 pm S – 4.30 pm	213	85
Ellicott City Head Start Center	8510 Highridge Road Ellicott City, MD 21043	3-5	54	Breakfast Lunch Snack- PM Snack- Afterschool	B – 8:30 am L – 11.30 am S – 1.30 pm S – 4.30 pm	213	46
Old Cedar Lane Head Start Center	5451 Beaver Kill Road Columbia, MD 21044	3-5	38	Breakfast Lunch Snack- PM	B – 8:30 am L – 11.30 am S – 1.30 pm	213	32
Bauder Education Center at Long Reach Village	8775 Cloudleap Ct Suite 110 Columbia, MD 21045	2-5	47	Breakfast Lunch Snack- PM Snack- Afterschool	B – 8:30 am L – 11.30 am S – 1.30 pm S – 4.30 pm	213	40
Children's Learning Center @HCC	5600 Dragon Place Columbia, MD 21044	Infants-5	80	Breakfast Lunch Snack- PM Snack- Afterschool	B – 8:30 am L – 11.30 am S – 1.30 pm S – 4.30 pm	213	69

¹ infant, child, adult² delivered bulk, delivered pre-plated, prepared on site

21- DAY CACFP MENU

☐ Agency created menu / ☒ Vendor created menu

Age range:

☐ Breakfast ☐ Lunch ☐ Supper ☐ Snack

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

PROPOSAL PER MEAL PRICES

- A.** CACFP Breakfast: \$_____ each
- B.** CACFP Lunch: \$_____ each
- C.** CACFP Snack: \$_____ each

AGREEMENT PAGE

By signing this contract agreement, I certify and affirm:

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

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

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

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

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

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

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

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

AGENCY: _____

VENDOR: _____

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 c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
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.